

GENERAL TERMS OF SERVICE INPOST FULFILLMENT

Effective as of 1 June 2026



§ 1st WHAT TERMS ARE USED IN THE GENERAL TERMS?

1. **Administrator:** an entity that, alone or jointly with others, determines the purposes and means of processing personal data (Article 4(7) of the GDPR). The Administrator decides for what purpose and in what manner the personal data shall be used and is responsible for their lawful processing.
2. **API:** one of the methods of communication between systems, containing a specification of guidelines identifying the manner of communication with the InPost Fulfillment system.
3. **Breakdown:**
 - a) whenever this document mentions a Breakdown in the context of the Employer's data communication system – it means a break in the operation or incorrect operation of the Employer's system preventing the provision of the Service for new orders and new deliveries that have not yet been sent by API. During a Breakdown, InPost has the right to suspend the Service, excluding the storage service. In the event of a Breakdown, InPost has the right to charge the Employer with costs related to additional activities performed to ensure the proper provision of the Service, in accordance with the Individual Price List;
 - b) whenever this document mentions a Breakdown in the context of the InPost data communication system – it means a break in the operation or incorrect operation of the InPost system preventing the provision of the Service. InPost undertakes to solve the problems and restore the Service as soon as possible.
4. **Carrier:** the Carrier selected by the Employer within the meaning of the Polish Transport Law Act of 15 November 1984 or a postal operator within the meaning of the Polish Postal Law Act of 23 November 2012. The function of the Carrier may be performed by InPost, on the basis of a separate service agreement concluded with the Employer.
5. **Contract:** the InPost Fulfillment Service Contract by and between the Parties.
6. **Customer Panel:** tools available to the Employer after logging in to the IT system provided by InPost, necessary to provide the InPost Services selected by the Employer.
7. **Employer:** a natural person, legal person or organizational unit having no legal personality, which has the ability to incur obligations on the basis of separate legal provisions and concluded a Contract with InPost as part of its business activity.
8. **Force Majeure:** has the meaning specified in § 20 hereof.
9. **Goods:** movable property within the meaning of Article 3(1)(18)(a) and (19)(a) of the Polish Accountancy Act of 29 September 1994.
10. **GTS or General Terms:** these General Terms of Service InPost Fulfillment.
11. **InPost or Contractor:** InPost Sp. z o.o. with its registered office in Kraków, address: ul. Pana Tadeusza 4, 30-727 Kraków, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Division of the National Court Register under KRS number 0000543759, holding Tax Identification Number (NIP) 6793108059 and National Official Business Register Number (REGON) 360781085, with a share capital of PLN 116,278,450.00.
12. **Non-standard Warehouse Working Hours:** the working hours of the Warehouse exceeding the accepted time frame, agreed upon by the Parties.
13. **Notification:** the Goods acceptance order document provided in electronic form by the Employer directly to the Customer Panel or by API, on the basis of which InPost prepares the logistics resources needed to accept the Goods in the Warehouse.
14. **Parties:** the Employer and InPost jointly referred to as the Parties, and individually as the Party.
15. **Price List or Individual Price List:** the applicable price list agreed upon by InPost and the Employer.
16. **Processor:** an entity that processes personal data on behalf of the Administrator on the basis of a contract or another legal instrument (Article 4(8) of the GDPR). The Processor performs activities related to the processing of data solely in accordance with the Administrator's instructions and does not independently determine the purposes or means of their processing.
17. **Recipient:** the final addressee of the parcel delivered by InPost.
18. **Release Confirmation:** document confirming the release of individual shipments from the InPost Warehouse.
19. **Service:** a service provided by InPost against payment on the basis of the provisions of the Contract and the GTS, upon or without the Employer's order in the cases provided for in the Contract or the GTS.
20. **System:** InPost IT system for placing orders and submitting notifications.
21. **User Account:** a record of resources, Employer-generated events and Employer's rights, accessible via the Customer Panel and administered by InPost or its related entities, to which a unique login and password have been assigned.
22. **Warehouse:** the warehouse space selected and made available by InPost, which is the place of provision of Services based on the arrangements of the Contract and the GTS.
23. **Warehouse Working Hours:** working days, from Monday to Friday, from 8:00 a.m. to 8:00 p.m.
24. **Working days:** days from Monday to Friday, except for public holidays in the territory of the Republic of Poland in accordance with the generally applicable laws.
25. **Working Hours:** working days, from Monday to Friday, from 8:00 a.m. to 4:00 p.m.

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§ 2nd PRELIMINARY INFORMATION ON THE SERVICES PROVIDED

1. The GTS specifies the terms of Services provided by InPost.
2. The Employer is obliged to read the GTS before submitting an order for the provision of the Service.
3. The Employer may submit Orders 7 days a week, 24 hours a day. The performance of Orders takes place only during the Warehouse Working Hours.

§ 3rd HOW DOES USER REGISTRATION AND ACCOUNT ACTIVATION PROCEED?

1. Accessing the Services is possible after the conclusion of the Contract and after receiving from InPost a unique login and password for the User Account in the Customer Panel or according to individually agreed terms of cooperation specified in the Contract.
2. The Employer should not share its login and password to the Customer Panel with third parties. InPost shall not be liable for orders incorrectly placed via the Customer Panel or other actions of the Employer in the Customer Panel causing its malfunction.
3. The Employer is obliged to maintain an active e-mail account throughout the term of the Contract. Messages and documents regarding the Services provided by InPost will be sent to the e-mail address provided by the Employer, in particular information regarding the Service provided, VAT invoices, requests for payment, encumbrances, debit notes and corrective VAT invoices issued pursuant to the Value Added Tax Act of 11 March 2004, as well as correspondence regarding the Contract that does not have to be made exclusively in writing as per the Contract.
4. The Employer is obliged to keep its data provided to create a User Account updated. Changing the data cannot entail a change of the Employer, i.e. an individualized entity for which the User Account has been created. A change of the Employer's company name does not constitute a change of the Employer. However, a change of the Employer is a change of any of the numbers identifying the entrepreneur, i.e. Tax Identification Number (NIP), National Official Business Register Number (REGON) or KRS number. InPost shall not be liable for damage to the Employer or third parties acting on behalf of or for the benefit of the Employer resulting from InPost using incorrect data provided to InPost by the Employer.

§ 4th WHAT ARE THE METHODS OF IT COMMUNICATION?

1. The data exchange between InPost systems and the Employer's system is based on two modes of communication:
 - a) data exchange between systems via API;
 - b) entering data into the InPost system through the Customer Panel.
2. At the implementation stage, the Employer receives from InPost a full API specification or Customer Panel user documentation.
3. Where the methods of communication described above are insufficient, the Employer may communicate with InPost by e-mail to the address fulfillment@inpost.pl, where any comments, questions or information about Breakdowns may be reported.
4. The use of the InPost system enables the Employer to:
 - a) manage the Goods cards;
 - b) enter Notifications and check their fulfilment statuses;
 - c) enter Orders and check their fulfilment statuses;
 - d) control full-value goods inventory on an ongoing basis.
5. The cost of system preparation and project implementation shall be borne by the Employer. Should InPost perform works and the project is not ultimately launched, the costs shall be borne by the Employer based on a VAT invoice issued by InPost.

§ 5th WHAT ARE THE RULES FOR DELIVERY NOTIFICATION?

1. Each delivery to the InPost Warehouse must have a Notification submitted in the InPost system.
2. The date and time of the Notification creation must be at least 24 hours earlier than the date and time of the physical delivery (counted in Working days).
3. Container deliveries shall be agreed upon by the Parties in the monthly schedule of container deliveries.
4. Before a Notification is submitted in the system, the Employer should set up Goods files in the InPost system for the Goods covered by the cooperation between the Employer and InPost.
5. A Goods file should contain:
 - a) name of the Goods;
 - b) EAN code of the Goods;
 - c) SKU code of the Goods;
 - d) gross dimensions of a unit of Goods (width, height, length in cm);
 - e) the method of packaging a unit of Goods, i.e. the number of units in the collective packaging (if applicable);
 - f) dimensions of the collective packaging (if applicable);
 - g) gross weight of a unit of Goods including packaging (kg);
 - h) category of Goods according to the list defined by InPost;
 - i) safety data sheet for the Goods (if required by relevant legal provisions, including in particular Commission

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Regulation (EU) 2015/830 of 28 May 2015 amending Regulation (EC) No 1907/2006 of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (Official Journal of the European Union of 29 May 2015, No L 132/8);

- j) other additional information relevant for the delivery, Warehousing and shipment of the Goods.
6. Each Notification should contain the following information:
- a) unique notification number;
 - b) type of delivery (DP: Parcel Deliveries, DD: Cargo Deliveries, DC: Full-Truck Deliveries, DK: Container Deliveries);
 - c) in the case of a container delivery (DK), information on the manner of loading the container (goods on pallets, goods in bulk cartons);
 - d) type of pallet carrier (CHEP, Euro pallet, non-standard, disposable, paper, other, etc.);
 - e) for goods on pallets – information whether the pallets are homogeneous or heterogeneous;
 - f) items of notification for individual Goods, together with the notified quantity of individual Goods (units);
 - g) vehicle registration number, name of the driver or name of the transport company;
 - h) for DP deliveries – the shipment number; for DD and DC – the consignment note number; and for DK – the CMR or consignment note number;
 - i) planned delivery date (date and time, with a note of any Additional Services, e.g. labelling, palletisation, etc.).
7. The delivery date indicated in the Notification should fall within the Warehouse Working Hours, within the time period specified in § 6 sec. 1.
8. Deliveries without a Notification will not be accepted physically or in the system. They may be sent back to the Employer at the Employer's expense.
9. An effective Notification is deemed to be a Notification entered into the InPost system with correct data.
10. In the case of DD, DC and DK deliveries, after reviewing the delivery date in the Notification, InPost reserves the right to change the date proposed by the Employer and to indicate the earliest possible date.
11. Notifications entered into InPost's IT system that are not fulfilled within 30 days of their entry due to the Employer's failure to physically deliver to InPost may be cancelled in the IT system by InPost.

§ 6th WHAT ARE THE CONDITIONS FOR THE DELIVERY OF GOODS?

1. Standard unloading of deliveries at InPost warehouses takes place within the Warehouse Working Hours, between 8:00 a.m. and 4:00 p.m., subject to sec. 2 below.
2. Deliveries may be unloaded between 6:00 a.m. and 8:00 a.m. or between 4:00 p.m. and 8:00 p.m. (Non-standard Unloadings), provided that InPost is informed in advance of such delivery and approves it.
3. The Employer is responsible for the proper preparation of the delivery, including the following aspects:
 - a) for pallet deliveries:
 - pallets must be positioned in the vehicle in a manner that allows their efficient and safe unloading with the use of a forklift truck;
 - the Goods on pallets should be wrapped with "stretch" foil or binding tape;
 - cartons/Goods should not protrude beyond the outline of the pallet;
 - the pallet's height should not exceed 180 cm;
 - each pallet must be physically marked with the Notification number, in accordance with the numbering in the Customer Panel;
 - one mixed pallet may bear at most one Notification number (it is not allowed to send Goods covered by multiple notifications on a single mixed pallet);
 - only homogeneous pallets may bear the same notification number;
 - in the case of full-truck deliveries, a single notification cannot be split across more than one vehicle. In such cases, each vehicle must have a separate notification number;
 - b) for parcel deliveries:
 - each parcel must be physically marked with the Notification number, in accordance with the numbering in the Customer Panel;
 - one parcel may bear at most one Notification number (it is not allowed to send Goods covered by multiple notifications in one parcel).
4. During unloading, only the number of transport units declared in the Notification (parcels or pallets) is verified quantitatively; the condition of the packages is assessed organoleptically, and the consistency of the shipment with the submitted transport documents and the Notification is verified.
5. InPost reserves the right to refuse unloading in whole or in part where:
 - a) damage is found;
 - b) parcels/pallets are wet or soiled;
 - c) the load is unstable and inconsistent with standards and health and safety regulations, and its unloading may endanger the safety of an InPost employee;
 - d) the technical condition of the vehicle raises doubts of an InPost employee;
 - e) there is no direct access to the Goods to be unloaded (e.g. they are obscured by pallets intended for another warehouse, pallets are placed crosswise, etc.);
 - f) parcels/pallets are not marked with the Notification number under which they should be accepted into the

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- warehouse;
 - g)** no transport documents are attached to the delivery, or the delivery is inconsistent with the submitted transport documents;
 - h)** the Carrier refuses to release the transport documents (this does not apply to a situation in which the role of the Carrier is performed by InPost Sp. z o.o.);
 - i)** theft is suspected;
 - j)** the driver refuses to cooperate (e.g. they do not comply with InPost's internal rules, are aggressive, etc.).
- 6.** Where the delivery is rejected in whole or in part, or the delivered cargo is damaged due to the fault of the Carrier, information about this fact – containing a description and possible photographic documentation, together with a justification and any damage report – will be provided to the Employer by electronic means, to the e-mail address indicated in the Contract.
- 7.** Quantitative and qualitative verification of the Goods being delivered does not take place during unloading.
- 8.** The unloading of a delivery is not tantamount to its acceptance. The acceptance process is described in § 7 of the GTS.
- 9.** The unloading of a delivery ends when the InPost representative signs the transport documents, and InPost is entitled to make annotations on the transport documents regarding any identified irregularities or non-conformities of the delivery.

§ 7th ON WHAT TERMS ARE THE GOODS ACCEPTED?

- 1.** The acceptance of a delivery begins after its unloading at the InPost warehouse, during the Warehouse Working Hours.
- 2.** During the acceptance of Goods, each type of Goods is verified in terms of quantity and consistency with the Notification.
- 3.** Where the quantity is declared on the collective packaging, the declared quantity shall be assumed without verifying the number of units or the quality of the Goods inside the packaging. If the Employer declares an incorrect number of units of Goods on the collective packaging, InPost shall not be liable for an incorrect quantitative acceptance.
- 4.** The Employer is obliged to mark all Goods delivered to the Warehouse with unique EAN codes. The verification and acceptance of the Goods by InPost are based on EAN codes.
- 5.** Should some EAN codes not be unique, InPost shall propose a solution allowing the introduction of such Goods into the logistics handling, or shall inform the Employer about the inability to introduce such Goods into the logistics handling and the return of these Goods to the Employer.
- 6.** Where the physical quantity of delivered Goods is greater than that declared in the notification, InPost reports such fact to the Employer and requests the introduction of an additional notification into the system so that the surplus Goods can be accepted into the warehouse. In the absence of the Employer's consent, the surplus Goods shall be returned to the Employer at the Employer's expense.
- 7.** The Employer shall bear in full the costs of returning the Goods, as well as the costs of storing such Goods between their delivery and their return to the address indicated by the Employer, at the rate of 200% of the storage rate for Goods provided for in the Individual Price List.
- 8.** Damaged Goods are recorded during acceptance as "damaged in delivery" and stored in a dedicated zone in dedicated locations for further disposal of the Employer. At least once per quarter, the Employer shall provide InPost with instructions for further actions regarding damaged Goods.
- 9.** Compliant deliveries with a correct Notification in the InPost system and not requiring additional activities will be accepted into the warehouse on Working days within 24 hours of their unloading, provided they were delivered to the Warehouse in accordance with § 6 sec. 1 of this document.
- 10.** Goods delivered to the Warehouse after 4:00 p.m. will be accepted into the system on the next Working day.
- 11.** Other unloading and acceptance days and hours than those described in § 6 sec. 1 and 2 of the GTS and in § 7 sec. 9 and 10 above require individual arrangements between the Parties.
- 12.** If additional actions are required upon acceptance of a delivery (e.g. registration of surpluses/additional notification, lack of coding of the Goods), the acceptance time may be extended.
- 13.** Extending the time of acceptance of the Goods for the reasons listed in the section above does not constitute improper performance of the Contract by InPost.
- 14.** The time of unloading and acceptance of container deliveries shall be subject to separate arrangements based on the container delivery schedule.
- 15.** InPost may request from the Employer a safety data sheet for the Goods containing a description of the method of packaging and securing the Goods, if it is necessary for the proper performance of the Service due to the special properties of the items or for other reasons. If the safety data sheet is not delivered, InPost may refuse to provide the Service.
- 16.** Upon completion of the acceptance process, a Goods acceptance report will be available in the InPost system, containing:
 - a)** the quantity of Goods declared in the Notification;
 - b)** the quantity of undamaged Goods accepted into the Warehouse;
 - c)** the quantity of damaged Goods accepted into the Warehouse.

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§ 8th WHAT ARE THE CONDITIONS FOR WAREHOUSING OF GOODS?

1. InPost is obliged to store the Goods under appropriate conditions in order to maintain them in a condition no worse than at the time of their delivery to the Warehouse.
2. The determination of the maximum number of SKUs stored in one warehouse location is at InPost's discretion.
3. The determination of the method of warehousing the Goods accepted in deliveries is at InPost's discretion.
4. The Employer has access to current inventory levels through the Customer Panel.
5. Depending on the arrangements with the Employer, InPost manages inventory according to FIFO or FEFO.

§ 9th WHAT GOODS ARE NOT PERMITTED?

1. The subject of the Service may not include Goods that endanger the life or health of people, endanger the integrity of other Goods stored in the Warehouse, or the storage of which could cause damage to InPost or third parties.
2. The subject of the Contract may not include items prohibited by applicable law, as well as:
 - a) items derived from crime;
 - b) money, securities and other payment documents;
 - c) valuables (jewellery, works of art, antiques, numismatic items, etc.);
 - d) weapons for the purchase and possession of which a permit, registration or registration card is required in accordance with generally applicable laws, including the Act of 21 May 1999 on weapons and ammunition;
 - e) ammunition, excluding blank ammunition with a calibre of up to 6 mm;
 - f) chemically and biologically active substances;
 - g) substances with explosive or flammable properties (unless the parties agreed otherwise, up to a total volume not exceeding 10 litres), oxidising, irritating, corrosive, sensitising, carcinogenic, mutagenic substances and substances toxic to reproduction, which may endanger the health or life of people or cause property damage to InPost;
 - h) other items whose properties may endanger the health or life of persons coming into contact with them, or which may damage or destroy other Goods;
 - i) drugs, psychotropic substances and the so-called "smart drugs";
 - j) cannabis and cannabis Goods – excluding fibre hemp (*Cannabis sativa sativa*) and Goods derived from it (including fibre hemp products), for which the THC concentration level is below 0.30%;
 - k) perishable goods;
 - l) tobacco products;
 - m) spirits;
 - n) Goods and articles requiring special storage conditions (including those releasing odour or fluid) and the cold chain,
 - o) dead or live animals,
 - p) human corpses, human or animal organs;– it being understood that the above list is not exhaustive. Furthermore, it is not permitted to order a Service whose subject matter is any other item not listed above which, in InPost's assessment, cannot be stored safely or in accordance with the law.
3. Goods delivered by the Employer that cannot be the subject of the Service shall be returned to the Employer or disposed of at the Employer's expense. InPost shall charge the Employer with the costs incurred as a result of the above-mentioned operations.
4. Notwithstanding the provisions of the GTS, if the Goods delivered include excluded items that cannot be the subject of the Service, the Employer shall bear sole responsibility on this account as set out in the relevant laws of the European Union and the Republic of Poland.

§ 10th WHAT ARE THE RULES FOR PACKAGING AND RELEASE OF GOODS?

1. Orders shall be performed on the basis of data entered by the Employer into the InPost system via API or the Customer Panel made available.
2. Orders are performed during the Warehouse Working Hours and in accordance with the provisions set out in the Contract.
3. An Order should contain the following information:
 - a) order number;
 - b) EAN codes of the Goods;
 - c) names of the Goods;
 - d) quantity of individual Goods;
 - e) name of the Carrier and type of service it provides;
 - f) delivery details (name and surname, delivery address, collection point code (if applicable), contact details: telephone number, e-mail address);
 - g) payment method;
 - h) Cash on Delivery (COD) amount – optional;

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- i) documents in electronic form to be printed and attached to the Order (optional).
4. The Employer is obliged to enter the correct address data of the recipient. InPost shall not be liable for incomplete or incorrect address data resulting in delivery failure.
5. Orders pending fulfilment that require clarifications from the Employer may be cancelled by InPost if such an order has been pending fulfilment in the system for more than 14 calendar days.
6. Orders intended for self-collection by the Employer, which have been prepared and are awaiting collection at the InPost warehouse, may be cancelled in InPost's IT system if such orders have been awaiting collection for more than 14 calendar days.
7. Orders cancelled by the Employer that have already been physically prepared by InPost will be decompiled, and the products will be taken back into stock. The costs of preparing the order and re-accepting the goods into the warehouse shall be borne by the Employer. The cost of cancelled orders shall be detailed on the invoice for InPost services.
8. The Employer independently manages the contents of orders in the systems integrating communication with InPost (including the so-called "removal of shortages", i.e. reducing the original contents of an order by products currently unavailable in the InPost warehouse).
9. Each release order will be packed in available InPost packaging or in other packaging according to individual arrangements made in the Contract with the Employer. The same rule applies to the fillers used for individual orders for the release of the Employer's Goods.
10. InPost reserves the right to reuse, free of charge, the packaging in which the Goods were delivered to the InPost Warehouse, i.e. collective packaging, fillers and other materials that served to secure the Goods.
11. The Employer acknowledges and confirms that it is an entrepreneur placing packaging on the market within the meaning of the Act on packaging and packaging waste management of 13 June 2013, and undertakes to fulfil all its obligations in this respect, including paying the product fee on the terms provided for in the said Act.

§ 11th WHAT ARE THE RULES FOR ORGANISING THE TRANSPORT OF GOODS?

1. The Goods are released for delivery to the Carrier appointed by the Employer during the Warehouse Working Hours, at times agreed with the given Carrier.
2. If the Employer uses the services of a Carrier other than InPost under its own agreements, the Employer is obliged to inform InPost of the date and time of the collection of the Goods by the given Carrier, following prior consultation with InPost.
3. Collections of completed orders from the InPost Warehouse and their delivery to the final recipients are also possible as part of the available InPost integrations with other Carriers. Any new integration with a Carrier requires individual arrangements and possibly the Employer's participation in the costs of such integration.
4. In the absence of integration with a given carrier, distribution labels generated by the Employer may be printed and sent via e-mail (e.g. as a pdf file) to InPost. Before such action takes place, the Parties must jointly agree upon it and accept any additional fee for the Employer.
5. InPost reserves the right to refuse, at its sole discretion, to cooperate with the indicated Carrier if integration with such Carrier is impossible or disproportionately labour-intensive.
6. The location of the shipment containing the Goods can be tracked using the tracking tools of each of the Carriers.
7. InPost has the right to refuse to release the Goods to the Carrier (other than InPost) if the Carrier refuses to sign the Release Confirmation. InPost shall not be liable for any damage suffered by the Employer in connection with the refusal to release the Goods to the Carrier in the situation described in this provision. InPost shall always inform the Employer of such a situation. If the Employer decides to have InPost release the Goods to the Carrier despite the refusal to sign the Release Confirmation, InPost will release the Goods for delivery provided that the Employer assumes responsibility for their loss or destruction upon their release to the Carrier.

§ 12th WHAT ARE THE CONDITIONS FOR HANDLING RETURNS?

1. Returns shall be handled on the basis of separate operational arrangements between InPost and the Employer.
2. Depending on the reasons for the return of Goods, the following types of returns are distinguished:
 - a) failure to deliver to the final recipient;
 - b) withdrawal from the contract;
 - c) Goods returned by the final recipient after their receipt.
3. Goods suitable for further sale shall be accepted back into the inventory, while Goods not suitable for further sale shall be accepted into the inventory as damaged.
4. Once a return has been processed, InPost sends information to the Employer concerning the returns accepted in the given period or, alternatively, sends in advance a request for detailed instructions on how to proceed in case of any doubts.

§ 13th WHAT ARE THE TERMS OF LIABILITY AND THE RULES FOR COMPLAINTS?

1. InPost shall be liable for damage to the Goods from the moment of their acceptance into the Warehouse until their release from the Warehouse, excluding:
 - a) hidden defects of the Goods;

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- b)** damage for which compensation has been paid by the Employer's insurer;
 - c)** quantitative shortages in collective packaging constituting logistic units for which, upon acceptance of the delivery, no damage or breaches were found that would allow for the occurrence of quantitative shortages;
 - d)** lost profits.
- 2.** InPost's liability shall be limited to the replacement value of the Goods (the cost of manufacturing or purchasing the goods by the Employer), documented by the Employer (copy of the Goods purchase/manufacturing invoice), with the proviso that any liability of InPost to the Employer shall be limited in amount to EUR 5,000,000.00. If the replacement value of the Goods is shown to exceed the amount indicated in the preceding sentence, InPost shall only be liable up to the amount of EUR 5,000,000.00. The foregoing does not apply to damage whose value exceeds that amount where the absolutely binding provisions of Polish law expressly prohibit the limitation or exclusion of liability for such damage.
- 3.** If the Employer fails to document the replacement value of the Goods and the complaint is accepted, InPost shall pay compensation in the amount of 30% of the net market price, no higher than the amount indicated in the preceding section, calculated as the lowest price presented on price comparison engines or marketplace platforms on the Polish market.
- 4.** The Parties confirm that the Warehousing services may be performed by InPost using subcontractors, from whom the Employer may not claim additional compensation exceeding the sums insured for the event under InPost's third-party liability policies.
- 5.** InPost represents that it holds third-party liability insurance, whereby InPost's liability arising from the provision of the Service is limited to the amount of EUR 5,000,000.00.
- 6.** Insurance of the Goods stored in the InPost warehouse against events not attributable to InPost and fortuitous events is taken out by the Employer on its own and at its own expense.
- 7.** Complaints are handled electronically, and the method of submitting a complaint depends on the Carrier performing the delivery:
 - a)** for orders sent via the InPost Carrier: complaints should be submitted via the form on the following website: <https://inpost.pl/kontakt/zloz-reklamacje>. InPost shall handle the complaint and respond to it within no more than 30 days from the date of receiving the complaint.
 - b)** for orders sent via another carrier, damage that occurred at the InPost warehouse or shortages identified during inventory: complaints should be submitted to the following e-mail address: reklamacje.fulfillment@inpost.pl.
- 8.** The moment of delivery of the e-mail message to InPost's mail server is considered the moment of filing the complaint. The complaint shall be resolved by the end of the twelfth (12th) full calendar day from the moment of its filing. In cases where the handling of the complaint requires a longer waiting time, InPost reserves the right to extend the complaint handling process to thirty (30) calendar days, counting from the original filing of the complaint.
- 9.** If the Employer submits a complaint in a manner inconsistent with the GTS, InPost shall request the Employer to supplement the complaint. Sending a request for supplementation shall suspend the running of the deadline for handling the complaint. The course of the complaint handling shall be resumed on the date of supplementing the complaint by the Employer.
- 10.** A complaint should contain:
 - a)** details of the submitting entity (company name, NIP, contact person, contact phone);
 - b)** order/notification number, etc.;
 - c)** the reason for the complaint in accordance with the categories: parcel loss, damage, item missing from the order, mistake in the order, other;
 - d)** complaint description, together with information on the EAN code of the missing/changed/damaged Goods;
 - e)** in the case of complaints concerning distribution, a damage report drawn up with the Carrier and photographs showing the damage;
 - f)** documented amount of the claim in accordance with the replacement value of the Goods;
 - g)** bank name and account number for the potential transfer of compensation.
- 11.** If a complaint is not accepted in whole or in part, the complainant may submit an appeal against the complaint decision to the e-mail address of the person handling the complaint or to: reklamacje.fulfillment@inpost.pl within 14 days from the date of delivery of the response to the complaint, under the pain of leaving the appeal filed in breach of this deadline without examination. InPost shall process the appeal immediately and inform the complainant of the outcome of the appeal within no more than thirty (30) calendar days from the date of receiving the appeal.
- 12.** Damaged Goods for which InPost has paid the Employer compensation in the amount of 100% of their value shall remain the property of InPost.

§ 14th WHAT ARE CURRENT INTERVENTION REQUESTS AND HOW TO SUBMIT THEM?

- 1.** Submissions (interventions) of the Employer to InPost concerning comments on current operational cooperation, which at this stage do not constitute a complaint (out-of-court mode of pursuing the Employer's financial claim against InPost), shall be sent by the Employer to the address indicated during the implementation arrangements and handled in accordance with the rules described below.
- 2.** Intervention requests are divided by the area in which they arise as follows:
 - a)** current warehouse handling (unloading, acceptance of Goods, Warehousing);

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- b) handling of shipment orders;
- c) distribution by Carriers other than InPost.
- 3. The Employer shall submit intervention requests to InPost by the following deadlines:
 - a) Current warehouse handling: 2 days from the event;
 - b) Handling of shipment orders: 10 days from the event;
 - c) Distribution: 10 days from the event.
- 4. InPost shall respond to intervention requests by the following deadlines:
 - a) Current warehouse handling: 3 Working days;
 - b) Handling of shipment orders: 3 Working days;
 - c) Distribution: in accordance with the applicable terms and conditions of the Carrier performing the distribution.
- 5. Where a missing item or a change of assortment is reported to InPost in a completed shipment order, InPost shall carry out within 2 Working days a physical check of the inventory level of the given Goods. If differences are identified in the inventory level of the given Goods, confirming a discrepancy in the completed order, InPost shall dispatch at its own expense the missing/replaced Goods.
- 6. Should InPost send too many products, an incorrect or incomplete product, InPost will collect at its own expense the incorrectly sent products from the Recipient.
- 7. Any Goods shortages identified during daily warehouse operations during the year are systemically blocked in the InPost system (not available for sale) and, if found, are unblocked (available for sale). Goods that are not found will be unblocked in the InPost system in the process of preparing the annual inventory and will be settled based on the result of that inventory.

§ 15th WHAT ARE THE RULES FOR STOCKTAKING?

- 1. Once during each calendar year of the term of the Contract, InPost shall carry out an inventory (physical count of inventory) of the Employer's Goods stored at the InPost Warehouse.
- 2. InPost does not carry out an annual inventory for Employers that store at InPost products in quantities of one (1) million units or more. In such cases, InPost carries out a cyclical inventory, the result of which on a date jointly agreed with the Employer shall be binding on both Parties.
- 3. Authorised representatives of the Employer may take part in inventory procedures upon prior agreement with InPost.
- 4. The inventory dates shall be jointly agreed by the Parties with due advance notice so that InPost has the opportunity to secure appropriate resources for the duration of the inventory.
- 5. For the duration of the inventory, InPost shall suspend the provision of the services described in the Contract, excluding the warehousing service.
- 6. The physical count of inventory stored at the InPost Warehouse carried out during the stocktaking is compared with the inventory levels in InPost's warehouse IT system and forms the basis for calculating the final inventory result.
- 7. If, during the inventory, actual quantitative shortages exceeding 0.3% are identified in relation to the cumulative number of units in the periodic turnover, InPost shall, within 21 days, draft a report of the settlement of inventory differences, which shall contain conclusions on the manner of settlement of each difference and shall be presented to the Employer. Periodic turnover is calculated from the date of the previous inventory until the date of commencement of the next inventory, provided that the first period begins from the date of commencement of the provision of the Service.
- 8. Any surpluses identified during the inventory shall increase the inventory level or compensate for shortages of Goods.
- 9. The Parties accept and thereby mutually exclude their liability in the event of shortages identified during the inventory in relation to the cumulative number of units in the periodic turnover, not exceeding or equal to the 0.3% ratio indicated in sec. 7 above.
- 10. In the event of quantitative (Goods) shortages or surpluses exceeding the ratio indicated in sec. 7 above, the Employer shall present to InPost the purchase value (i.e. the documented costs of purchase or production of the Goods as at the date of purchase or production) of the shortages and surpluses of the individual Goods.
- 11. The value of the shortage is calculated for each SKU for which a shortage was identified at a level above the ratio specified in sec. 7, by multiplying the number of units in excess of the given permissible shortage level by the purchase value. The total shortage value shall be the sum of shortages for the individual SKUs.
- 12. The total value of surpluses is calculated as the sum of the values for the surpluses of the individual SKUs. The value of SKU surpluses is the product of the number of excess units and the purchase value of the given Goods.
- 13. Where the value of shortages exceeds the value of surpluses, the value to be settled is the difference between the total value of shortages in accordance with sec. 11 and the total value of surpluses in accordance with sec. 12. Where the total value of surpluses exceeds the total value of shortages, the inventory is increased by the amount of such excess.
- 14. Subject to the preceding section, the total value of shortages is settled through the complaint procedure by paying compensation to the Employer's bank account in the amount corresponding to the value calculated on the basis of sec. 11.

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§ 16th HOW IS PALLET MANAGEMENT CONDUCTED?

1. Pallet management may be conducted if the Employer expresses such a demand, includes this service in the Contract for the provision of the InPost Fulfillment service, and pays the fees for this in the Individual Price List in the Contract for the provision of the InPost Fulfillment service.
2. InPost may register in its own IT system the type and quantity of wooden pallets received and released.
3. The types of registered pallets are: euro, disposable (ordinary), industrial (with base dimensions other than 1200 x 800 mm), CHEP, LPR, damaged.
4. Euro pallets are those that comply with the EPAL pallet standard in the European standard EN 13698-1 and according to UIC 435-2 for EUR pallets.
5. Wooden pallets may be delivered to InPost's warehouses in the following manner:
 - a) pallets handed over together with the Goods, i.e. as part of the delivery to InPost's warehouses of Goods on pallets (warehouse replenishment);
 - b) deliveries of empty pallets to replenish the stock of wooden pallets required for the warehousing of Goods supplied by the Employer in the high-bay racks;
 - c) deliveries of empty pallets necessary for unloading Goods from containers;
 - d) deliveries of empty pallets to balance the pallet balance with InPost in the event of a negative pallet balance, i.e. fewer pallets supplied by the Employer than were required to transport the Goods.
6. In the case of delivery of wooden pallets without Goods in order to perform the activities referred to in § 16 sec. 5 lit. b)–d), InPost has the right to refuse to accept pallets that do not meet the requirements described in § 16 sec. 4. The refusal to accept pallets may also apply to damaged pallets.
7. Where InPost refuses to accept pallets, InPost shall immediately inform the Employer and call upon it to collect such pallets. The Employer should collect the unaccepted pallets within the following two working days from receipt of the notification from InPost. If the pallets are not collected within this period, InPost may charge the cost of storing these pallets at the triple rate set for the Employer in the Individual Price List for storing pallets on a flat surface outside the high-bay rack system.
8. Outbound movement of pallets from InPost's warehouses may take place in the following manner:
 - a) performance of orders – release of Goods stacked on pallets;
 - b) release of surplus empty pallets to the Employer;
 - c) release of pallets for co-packing, repalletisation, palletisation of Goods from containers.
9. At the Employer's request, InPost may prepare a statement of pallet inflows and outflows (the so-called "pallet balance") for a selected period.
10. The pallet balance includes pallet inflows and outflows, changes in inventory levels, and depreciation (depletion).
 - a) Activities increasing the pallet stock (InPost's obligation towards the Employer) are pallet inflows with Goods and empty pallet inflows.
 - b) Activities decreasing the pallet stock (the Employer's obligation towards InPost) are pallet outflows with Goods, empty pallet outflows, pallet outflows under co-packing (packaging and repackaging services for Goods), repalletisation, and palletisation of Goods from containers.
11. The number of pallets entering the InPost warehouse in the pallet balance shall be reduced monthly by 10% as a loss due to the natural wear and tear of pallets (depreciation).
12. The loss described above does not apply to so-called "pooling" pallets (CHEP, LPR) (i.e. pallets which are the subject of lease).
13. As part of a change in the inventory level of Goods on pallets, the balance is:
 - a) reduced (reduction of InPost's obligation towards the Employer) when the inventory level increases;
 - b) increased (increase of InPost's obligation towards the Employer) when the inventory level decreases.
14. As part of its reporting, InPost may provide a periodic report specifying which pallets, in what quantity, when, and in which orders were released to specific recipients.
15. InPost does not carry out debt collection of pallets from the Employers' final recipients, nor does it carry out the administration and register of pallet exchanges with recipients. The pallet administration and register apply solely to the exchange of pallets between InPost and the Employer.

In the case of a pallet balance indicating a surplus of pallets handed over to InPost, upon a written order according to individual arrangements, InPost shall prepare an appropriate pool of empty wooden pallets to be collected from InPost's warehouse by the Employer on an agreed date. The cost of transport on this account shall remain on the side of the Employer.

§ 17th WHAT ARE THE RULES IN THE EVENT OF LATE PAYMENTS?

1. InPost will send the Employer information about payment dates by electronic means in the following order:
 - a) about an upcoming payment deadline for the services performed;
 - b) about a payment due;
 - c) about overdue payments by 14 and 30 days, and thereafter cyclically every 30 days.
2. If the due amounts are not paid to InPost's account by the 15th (fifteenth) day after the due date of payment, InPost shall introduce a systemic, automatic blockage of the performance of services.
3. The services shall be reactivated once the due amounts have been credited to InPost's account.
4. If payment delays and the imposition of blockages occur twice for the same Employer, at the third such occurrence, in addition to withholding services until the due amounts are credited to InPost's account, InPost may require

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prepayments for the next 6 months of service provision. The amount of the prepayment due shall be calculated in accordance with sec. 8 and sec. 9 below.

5. The prepayment should be transferred to InPost's bank account together with the outstanding amount.
6. Operations shall be reactivated after InPost has credited both the outstanding amount and the prepayment for the following month.
7. In order to avoid further blocking of operations, subsequent prepayments should be transferred to InPost's account within 7 days from the transmission of the amount of the prepayment due by InPost.
8. Prepayments for the next 6 months of cooperation will be calculated by InPost on the basis of its own volume estimates, representing the projected average volume of services ordered by the Employer in a given month. The forecast will be prepared on the basis of the average volume of services ordered by the Employer in the 3 months preceding the necessity of paying the prepayment. In the case of a cooperation period shorter than 3 months at the time of the necessity to pay the prepayment, the forecast will be prepared on the basis of the Employer's declaration contained in Appendix No. 1 to the Contract.
9. Where there is a difference between the level of the prepayment and the actual settlement of services for the given period, this difference shall be taken into account when calculating the next prepayment.
10. After 6 months in which the prepayment system has been in operation and provided that the Employer has made payments in a timely manner, the Parties shall return to the previous form of payment for the logistics services performed.

§ 18th WHAT ARE THE RULES ON CONFIDENTIALITY?

1. The Employer undertakes, throughout the term of the Contract and for a period of 5 years from its cessation, to keep confidential all information concerning InPost's enterprise, including in particular information of a technical, technological, organisational, financial (including information on the prices of Services), legal and know-how nature, or any other information of economic value to InPost, even if such information does not constitute trade secrets within the meaning of the Act of 16 April 1993 on combating unfair competition (hereinafter: "Confidential Information").
2. If the Employer breaches the obligation of confidentiality, InPost shall be entitled to demand payment of a contractual penalty in the amount of PLN 10,000 for each case of breach. The contractual penalty shall be payable on the basis of a debit note, within 14 (fourteen) days from the date of its delivery. Payment of the contractual penalty does not exclude InPost's right to pursue supplementary damages on general terms. If, in the course of performance of the Contract, Confidential Information concerning the Employer's enterprise is provided to InPost, the provisions of this paragraph shall apply accordingly.

§ 19th WHAT ARE THE RULES REGARDING PERSONAL DATA?

1. As InPost, we act in accordance with the GDPR, i.e. the General Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
2. The Employer confirms that it is authorised to transfer personal data to InPost and may act as an Administrator or as a processing entity. The Employer independently decides on the purposes and means of processing such data.
3. InPost acts as the Processor, on the basis of a data processing agreement, and processes personal data only to the extent and for the purpose necessary to perform the tasks ordered by the Employer in the Contract.
4. You may contact InPost:
 - a. through the contact form at <https://inpost.pl/formularz-kontaktowy>
 - b. by traditional mail sent to: ul. Pana Tadeusza 4, 30-727 Kraków;
 - c. by e-mail: dane_osobowe@inpost.pl;
 - d. by phone: +48 722 444 000 or +48 746 600 000.
 - e. via chat (see <https://inpost.pl/kontakt>).
5. InPost processes the following personal data:

Category of persons whose personal data we process	Type of personal data
Senders, recipients, ordering parties and payers of courier shipments, parcel locker shipments and other shipments sent by Clients as part of the logistics services and/or postal or transport services provided to them by InPost.	1) name and surname; 2) address of the sender/recipient/ordering party, shipment delivery address; 3) phone number; 4) e-mail address; 5) sender's bank account number; 6) in the case of providing services to entrepreneurs (B2B contract), data concerning the business activity conducted (including NIP, REGON, company name, address of activity, contact details),

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	<p>including data of contact persons or persons authorised to represent the entity, as well as data concerning the cooperation with InPost;</p> <p>7) information obtained in the course of the complaint procedure;</p> <p>8) InPost is entitled to perform automated or non-automated processing operations on the above-mentioned personal data, which are necessary for the performance of the Services covered by the Contract and may include, among others, collection, recording, organising, structuring, updating, storing, archiving, modifying, retrieving, copying, reviewing, making available, erasing or destroying.</p> <p>9) Detailed information on our processing of personal data is available in the InPost Privacy Policy, available at: https://inpost.pl/polityka-prywatnosci.</p>
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§ 20th WHAT ARE THE RULES IN THE EVENT OF FORCE MAJEURE?

- By Force Majeure the Parties shall mean an event or events of an extraordinary, external nature, which could not have been reasonably foreseen and prevented by either Party.
- The Parties shall consider as Force Majeure, in particular, events such as:
 - natural disasters (including, but not limited to, lightning strike, drought, fire, earthquake, volcanic eruption, landslide, flood, storm);
 - war, declared or undeclared acts of war, acts of terrorism, invasion, sabotage, requisition, expropriation, nationalisation of property or embargo;
 - rebellion, revolution, insurrection, military or civil coup, or civil war;
 - radioactive contamination from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel, radioactive toxic explosive material or other hazardous properties of any explosive nuclear mixture or of the nuclear components of such a mixture, ionising radiation;
 - riots, commotion, strikes (subject to the section below), lockouts;
 - fall of an aircraft;
 - disruption of public order;
 - explosions, including of ammunition, explosive materials, flammable substances;
 - epidemics, pandemics or countermeasures taken by state authorities to prevent an epidemic or pandemic, or other extraordinary actions taken by state authorities concerning the situation in a specific area of the country that prevent the proper performance of contractual obligations.
- For the avoidance of doubt, the following events shall not be considered Force Majeure:
 - legitimate actions of the authorities, unless they are taken to limit or avert Force Majeure;
 - strikes by employees or subcontractors not engaged by the Party that intends to invoke them;
 - a change in the financial situation of either Party;
 - adverse weather conditions.
- The Party whose performance of the Contract has been prevented by Force Majeure is obliged to inform the other Party of this fact by e-mail or telephone without delay, but no later than within 48 hours from the occurrence of Force Majeure, unless the Force Majeure has prevented remote communication. In such a case, the Party shall inform the other Party of the occurrence of Force Majeure within 48 hours from the moment of cessation of the obstacle preventing remote communication.
- Where an event or events bearing the hallmarks of Force Majeure last in total for a period of at least fourteen (14) days, the Parties shall enter into talks in order to agree on the further manner of providing the Services.

§ 21st WHAT ARE THE OTHER PROVISIONS YOU SHOULD KNOW?

- The provisions of the Contract shall prevail over the provisions of the GTS. In the event of a conflict between the provisions of the Contract and the provisions of the GTS, the provisions of the Contract shall prevail.
- These General Terms of Service are effective as of 1 June 2026.