

INPOST FULFILLMENT SERVICE GENERAL TERMS

Effective 01 September 2023



§1. DEFINITIONS

1. **API:** one of the methods of communication between systems, containing a specification of guidelines identifying the manner of communication with the InPost Fulfillment system.
2. **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.
3. **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.
4. **Price List or Individual Price List:** the applicable price list agreed upon by InPost and the Employer.
5. **Working Hours:** working days, from Monday to Friday, from 8 a.m. to 4 p.m. Working days mean days from Monday to Friday, except for public holidays in the territory of the Republic of Poland in accordance with the generally applicable laws.
6. **Warehouse Working Hours:** working days, from Monday to Friday, from 8 a.m. to 8 p.m.
7. **Non-standard Warehouse Working Hours:** the working hours of the Warehouse exceeding the accepted time frame, agreed upon by the Parties.
8. **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, and having a unique login and password assigned.
9. **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, Tax Identification Number (NIP) 6793108059 and National Official Business Register Number (REGON) 360781085, with a share capital of PLN 116 278 450,00.
10. **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.
11. **Release Confirmation:** document confirming the release of individual shipments from the InPost Warehouse.
12. **GTS:** these General Terms of Service.
13. **Recipient:** the final addressee of the parcel delivered by InPost.
14. **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.
15. **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.
16. **Parties:** The Employer and InPost are jointly referred to as the Parties, and individually as the Party.
17. **Goods:** movable property within the meaning of Article 3(1)(18)(a) and (19)(a) of the Polish Accountancy Act of 29 September 1994.
18. **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.
19. **Contract:** the InPost Fulfillment Service Contract by and between the Parties.
20. **System:** InPost IT system for placing orders and sending notifications.
21. **Employer:** 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 their/its business activity.
22. **Force Majeure:** has the meaning specified in §18 hereof.

§2. PRELIMINARY PROVISIONS

1. The GTS specifies the terms of Services provided by InPost.
2. The Employer is obliged to read the GTS before submitting the order to provide the Service.
3. The Employer can submit Orders 7 days a week, 24 hours a day. The performance of Orders takes place only during the Warehouse Working Hours.
4. Under the terms of the GTS, the Employer is entitled to order, and InPost undertakes to provide the Employer with the following services against payment:
 - a) organizing the process of accepting the Goods in the Warehouse ("Acceptance of Goods");
 - b) organizing the process of storing the Goods in the Warehouse ("Warehousing");

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- c) completing, packaging and preparing the shipment of orders containing the Goods ("Packaging and Releasing of Goods");
- d) accepting and managing returns of Goods to the Warehouse ("Receipt and Returns Management");
- e) other services specified in the Contract.

§3. USER REGISTRATION AND ACTIVATION

1. Accessing the Services is possible after the conclusion of the Contract and receiving from InPost a unique login and password for the User Account in the Customer Panel.
2. The Employer should not share their login and password to the Customer Panel with third parties. InPost is not responsible 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 their 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. The change of the Employer's company name does not constitute a change of the Employer. However, the 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.

§4. METHODS OF IT COMMUNICATION WITH INPOST

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 e-mail address fulfillment@inpost.pl and submit any comments, questions or information about the Breakdowns.
4. The use of the InPost system enables the Employer to:
 - a) manage the Goods cards;
 - b) enter Notifications and check their status;
 - c) enter Orders and check their status;
 - 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.

§5. DELIVERY NOTIFICATION

1. Notification must be submitted in the InPost system for each delivery to the InPost Warehouse.
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 should be agreed upon by the Parties in the monthly schedule of container deliveries.
4. Before the Notification is submitted in the system, the Employer should set up Goods files in the InPost system for Goods covered by the cooperation between the Employer and InPost.
5. A Goods file should contain:
 - a) name of the Goods;
 - b) the EAN code of the Goods;
 - c) the SKU code of the Goods;
 - d) gross dimensions of the Goods (width, height, length in cm);
 - e) the method of packaging units of Goods, i.e. the number of units in the collective packaging (if applicable);
 - f) dimensions of the collective packaging (if applicable);
 - g) the gross weight of the Goods packaged (kg);
 - h) category of Goods according to the list defined by InPost;
 - i) safety data sheet (if required by relevant legal provisions, including but not limited to the provisions of Commission 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, Authorization and Restriction of Chemicals (REACH) (Official Journal of the European Union of 29 May 2015, No L 132/8);

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- j) other additional information needed for the delivery, Warehousing and shipment of the Goods.
6. Each Notification should include the following information:
 - a) unique number of the notification;
 - b) type of delivery (DP: Parcel Deliveries [Dostawy Paczkowe], DD: Cargo Deliveries [Dostawy Drobnicowe], DC: Full-Truck Deliveries [Dostawy Całopojazdowe], DK: Container Deliveries [Dostawy Kontenerowe]);
 - 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 or paper pallet, etc.)
 - e) for goods on pallets – information whether the pallets are homogeneous or heterogeneous;
 - f) items of notification for individual Goods, with the quantity (units) of individual Goods covered by the notification;
 - g) vehicle registration number, name of the driver or name of the transport company;
 - h) for DP deliveries – a shipment number, for DD and DC – consignment note number, and for DK – CMR or consignment note number;
 - i) the planned delivery date (date and time, annotation of any Additional Services, e.g. labelling, palletization, etc.).
7. The indicated delivery date in the Notification should be within the Warehouse Working Hours, within the time period specified in §6 section 1.
8. Deliveries without notifications will not be accepted physically and in the system. They may be sent back to the Employer at their expense.
9. An effective Notification is deemed to be a Notification entry with correct data into the InPost system.
10. In the case of DD, DC and DK deliveries, InPost reserves the right to change the date proposed by the Employer after reviewing the date specified in the Notification and indicate the earliest possible date.

§6. SUPPLY OF GOODS

1. Deliveries are accepted during the Warehouse Working Hours, between 8:00 a.m. and 4:00 p.m., but no later than one hour before the end of the Warehouse's operation.
2. Deliveries may be accepted between 6:00 a.m. and 8:00 a.m. or between 4:00 p.m. and 8:00 p.m., provided that InPost is informed in advance of such delivery and approves it.
3. Goods delivered to the Warehouse after 4:00 p.m. will be accepted into the System on the next business day.
4. 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;
 - Goods on the 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 bear the Notification number as per the numbering in the Customer Panel;
 - one pallet with mixed goods may bear one Notification number at maximum (sending Goods with multiple notifications on one pallet with mixed goods is not allowed);
 - Only homogeneous pallets may be described with the same notification number;
 - In the case of full-truck deliveries, one notification cannot be divided into more than one vehicle. In this case, each vehicle should have a separate notification number;
 - b) For parcel deliveries:
 - each parcel must bear the Notification number as per the numbering in the Customer Panel;
 - one parcel may bear one Notification number at maximum (sending Goods with multiple notifications in one parcel is not allowed);
5. During unloading, the quantitative assessment is performed, but only the number of transport units (parcels or pallets) declared in the Notification is verified, the condition of the packages of the shipments is assessed organoleptically and the compliance of the shipment with the forwarded shipping documents and Notification is verified.
6. InPost reserves the right to refuse unloading in whole or in part if:
 - a) damage is found;
 - b) parcels/pallets are wet or soiled;
 - c) the load is unstable and does not comply with health and safety regulations, and its unloading may endanger the safety of an InPost employee;
 - d) an InPost employee has doubts as to the technical condition of the vehicle;
 - e) there is no direct access to the goods to be unloaded (e.g. they are covered by pallets intended for another warehouse, pallets are placed diagonally, etc.);
 - f) parcels/pallets are not marked with the Notification number with which they should be accepted into the warehouse;
 - g) no transport documents are attached to the shipment or the shipment is not consistent with the submitted transport documents;
 - h) the Carrier refuses to release transport documents (not applicable to the situation in which the role of the Carrier

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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.).
5. Should the shipment be rejected in whole or in part, or the delivered cargo be damaged due to the fault of the Carrier, the Employer will be notified and provided with a description and possible photographic documentation, together with the justification and possible damage report, by electronic means, to the e-mail address indicated in the Contract.
 6. Quantitative and qualitative verification of the Goods to be sent does not take place during unloading.
 7. Unloading of the shipment is not tantamount to its acceptance. The process of shipment acceptance is described in §7.
 8. The unloading of the shipment ends when the InPost representative signs the transport documents; InPost may make annotations on the transport documents regarding any identified irregularities or non-compliance of the shipment.

§7. ACCEPTANCE OF GOODS

1. The commencement of acceptance of the shipment takes place after its unloading in 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 compliance with the Notification.
3. Should the quantity be provided on the collective packaging, the declared quantity is assumed and the number of units and the quality of the Goods inside the packaging are not verified. In the event that the Employer declares an incorrect number of Goods on the collective packaging, InPost shall not be liable for an incorrect quantitative assumption.
4. The Employer is required to mark all Goods delivered to the Warehouse with unique EAN codes. Verification of the Goods and their acceptance by InPost is based on EAN codes.
5. If some of the EAN codes are not unique, InPost proposes a solution to enable the handling of such Goods or informs the Employer about the inability to handle such Goods and sending these Goods back to the Employer.
6. If the physical quantity of delivered Goods is greater than declared in the notification, InPost reports such a fact to the Employer and requests the introduction of an additional notification into the system so that it is possible to accept surplus Goods into the warehouse. In the absence of the Employer's consent, the surplus Goods are 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 these Goods between their delivery and their return to the address indicated by the Employer in the amount of 200% of the Goods storage rate provided for in the Individual Price List.
8. Damaged Goods are marked during their acceptance as "damaged in delivery" and stored in a separate zone in dedicated locations, for further disposal of the Employer. The Employer shall provide InPost with an instruction for further actions regarding damaged Goods at least once a quarter.
9. Compliant deliveries with the correct Notification in the InPost system and not requiring additional activities will be accepted into the warehouse on working days within 24 hours.
10. If it is necessary to perform additional actions upon acceptance of delivery (e.g. registering surpluses/additional notification, lack of coding of the Goods), the acceptance time may be extended.
11. Extending the time of acceptance of the Goods for the reasons listed under section 7(10) does not constitute improper performance of the Contract by InPost.
12. The time of unloading and acceptance of container deliveries is subject to separate arrangements based on the container delivery schedule.
13. InPost may request from the Employer a safety data sheet with 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 goods or for other reasons. If the safety data sheet is not presented, InPost may refuse to provide the Service.
14. After completion of the acceptance process, a goods acceptance report with the following information will be available in the InPost system:
 - 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.

§8. WAREHOUSING OF GOODS

1. InPost is obliged to store the Goods in appropriate conditions in order to maintain their state as not worse than in the moment when they were delivered to the Warehouse.
2. InPost may, at its discretion, determine the maximum number of SKUs stored on one pallet.
3. InPost may, at its discretion, determine the method of storing the Goods accepted for the delivery.
4. The Employer has access to current inventory through the Customer Panel.
5. InPost manages inventories according to FIFO or FEFO, depending on the arrangements with the Employer.

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§9. EXCLUDED GOODS

1. Goods that may endanger the life or health of people or the integrity of other Goods stored in the Warehouse, or the storage of which could cause damage to InPost or third parties, cannot be the subject of the Service.
2. The subject of the Contract may not include objects prohibited by applicable law, as well as:
 - a) proceeds of crime;
 - b) money, securities and other payment documents;
 - c) valuables (jewelry, works of art, antiques, numismatics, etc.);
 - d) weapons requiring a permit, registration or registration card to be purchased and possessed in accordance with generally applicable laws, including the Act of 21 May 1999 on weapons and ammunition;
 - e) ammunition, excluding blank ammunition with a caliber of up to 6 mm;
 - f) chemically and biologically active agents;
 - g) substances with explosive or flammable properties (up to a total volume not exceeding 10 liters, unless otherwise agreed by the parties), oxidizing, irritating, corrosive, sensitizing, carcinogenic, mutagenic and toxic to reproduction substances, which may endanger the health or life of people or may cause property damage to InPost;
 - h) other items that may endanger the health or life of people who come into contact with them, or that may damage or destroy other Goods;
 - i) drugs, psychotropic substances and the so-called "smart drugs";
 - j) cannabis and cannabis Goods – excluding fiber hemp (*Cannabis sativa sativa*) and derived cannabis Goods (including fiber hemp products) for which the THC concentration level is below 0.30%;
 - k) perishable articles;
 - l) tobacco products;
 - m) spirits;
 - n) Goods and articles requiring special storage conditions (including fragrant or fluid-releasing products) and the cold chain;
 - o) dead or living animals;
 - p) human corpses or organs or animal organs; the above enumeration is not exhaustive. Ordering a Service for any other items not listed above, which, in the opinion of InPost, cannot be stored safely or legally, is also not allowed.
3. Goods provided by the Employer that cannot be the subject of the Service shall be returned to the Employer or disposed of at their expense. InPost shall charge the Employer with the costs incurred as a result of the above-mentioned operation.
4. Notwithstanding the provisions of the GTS, if the transfer of Goods includes the excluded items that cannot be the subject of the Service the Employer shall bear sole responsibility provided for in the relevant legal regulations of the European Union and the Republic of Poland.

§10. PACKAGING AND RELEASING OF GOODS

1. Orders will be carried out on the basis of the data entered by the Employer into the InPost system via API or the Customer Panel.
2. Orders are executed during the Warehouse Working Hours. If the order is placed on Saturday or a non-working day, the order will be processed on the next working day.
3. An order should include 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 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;
 - i) documents in electronic form to be printed and attached to the order (optional).
4. The Employer is required to enter the correct address details of the recipient. InPost is not responsible for incomplete or incorrect address data resulting in delivery failure.
5. Orders pending execution that require clarification from the Employer may be canceled by InPost if such an order is pending in the system for execution for more than 14 calendar days.
6. Orders cancelled by the Employer, which have 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-acceptance of goods into the warehouse shall be borne by the Employer. The cost of cancelled orders shall be detailed on the invoice for InPost services.

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7. Each shipment to be released will be packed in available InPost packaging or other packaging according to individual arrangements provided for in the Contract with the Employer. The same rule shall apply to the fillers used for individual Goods shipment to be released to the Employer.
8. 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.
9. The Employer acknowledges and confirms that they are 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 fulfill all their obligations in this respect, including paying the product fee on the terms provided for in the above-mentioned Act.

§11. GOODS TRANSPORTATION ORGANIZATION

1. The Goods are released for the 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 their own agreements, the Employer is obliged to inform InPost about the date and time when Carrier collects the Goods, following prior consultation with InPost.
3. Orders ready for pick up may also be collected from the InPost Warehouse and delivered to the final recipients as part of the available InPost integrations with other Carriers. Any new integration with a Carrier requires individual arrangements to be made and possibly the integration costs to be shared with the Employer.
4. In the absence of integration with a given carrier, distribution labels generated by the Employer can be printed and sent them e-mail (e.g. as a pdf file) to InPost. Before such an action takes place, the Parties must mutually agree upon 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 it is impossible or disproportionately labor-intensive.
6. The location of the shipment with 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 requests that InPost hands over 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.

§12. RETURNS

1. Returns shall be handled on the basis of separate operational arrangements between InPost and the Employer.
2. Based on the reasons for returning the Goods, the following types of returns can be distinguished:
 - a) failure to deliver to the final recipient;
 - b) withdrawal from the contract;
 - c) Goods returned after their collection by the final recipient.
3. Goods suitable for resale shall be accepted into the inventory, while Goods not suitable for resale shall be accepted into the inventory as damaged.
4. Once a return is processed, InPost sends information about the returns accepted in a particular period to the Employer or sends a previous request for detailed instructions in case of any doubts.

§13. COMPLAINTS

1. InPost shall be liable for any damage to the Goods from the moment of their acceptance to the Warehouse until their release from the Warehouse, excluding:
 - a) hidden defects of the Goods;
 - b) damage for which compensation has been paid by the Employer's insurer;
 - c) quantitative deficiencies in bulk packaging constituting logistic units that, at the acceptance of the delivery, were not found to be damaged nor inconsistent to the extent allowing to conclude that a quantitative deficiency needs to be raised;
 - 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).
3. Should 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, calculated as the lowest price presented in 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 in accordance with InPost's third party liability policies.
5. InPost represents that they hold third party liability and property insurance.
6. Acting on their own and at their own expense, the Employer shall insure the Goods at the InPost warehouse against events not attributable to InPost and fortuitous events.

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7. Complaints shall be handled electronically and the method of submitting complaints depends on the Carrier performing the delivery:
 - a) for orders sent via the InPost Carrier: complaints shall be submitted using 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 shall be submitted to the following e-mail address: reklamacje.fulfillment@inpost.pl.
8. The moment of delivering the e-mail message to InPost's mail server shall be considered to be 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. If a longer waiting time is necessary to handle the complaint, InPost reserves the right to extend the deadline for the complaint handling process – up 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 lapse of the deadline for handling the complaint. The course of processing the complaint shall be resumed on the date when the Employer supplements the complaint.
10. A complaint shall contain the following:
 - a) submitting entity's details (company name, Tax Identification Number [Numer Identyfikacji Podatkowej, NIP], contact person, contact phone);
 - b) order/notification number etc.;
 - c) the reason of the complaint in accordance with the following categories: parcel loss, damage, item missing from the order, mistake in the order, other;
 - d) complaint description along with the information on the EAN code of the missing/changed/damaged Goods;
 - e) in the case of complaints concerning distribution, a damage record drawn up with the Carrier and photos 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 potential transfer of compensation.
11. If the 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 the following address: reklamacje.fulfillment@inpost.pl within 14 days from the date of delivering the response to the complaint, under the pain of leaving the appeal filed in violation of this deadline without examination. InPost shall immediately process the appeal and inform the complainant about the outcome of processing 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 to the Employer compensation in the amount of 100% of their value shall remain the property of InPost.

§14. CURRENT INTERVENTION REQUESTS

1. Comments from the Employer to InPost concerning the current operational cooperation, which do not constitute a complaint at this stage (interventions; out-of-court mode of pursuing the Employer's financial claim against InPost) shall be submitted by the Employer to the address indicated during the implementation arrangements and shall be handled in accordance with the rules described below.
2. Intervention requests are divided according to the area of their origin as follows:
 - a) current warehouse service (unloading, acceptance of Goods, Warehousing);
 - b) handling shipping orders;
 - c) distribution by Carriers other than InPost.
3. The Employer shall submit intervention requests to InPost by the following deadlines:
 - a) Current warehouse service: within 2 days from the event;
 - b) Handling shipping orders: within 10 days from the event;
 - c) Distribution: within 10 days from the event.
4. InPost shall respond to intervention requests by the following deadlines:
 - a) Current warehouse service: within 3 working days;
 - b) Handling shipping orders: within 3 working days;
 - c) Distribution: in accordance with the applicable terms and conditions of the Carrier performing the distribution service.
5. Should missing items or replacement items be reported to InPost in the completed shipping order, InPost will carry out a physical inspection of the given Goods stock levels within 2 working days. Should there be any differences identified in the inventory of the Goods, confirming a discrepancy in the completed order, InPost will dispatch the missing/replaced Goods at their own expense.
6. Should InPost sends too many products, an incorrect or incomplete product, InPost will collect the incorrectly sent products from the Recipient at their own expense.
7. Any missing Goods identified in the course of daily warehouse operations during the year shall be blocked in the InPost system (not available for sale) and unlocked (made available for sale) if found. Goods that have not been found will be unlocked in the InPost system as part of the process of preparing the annual inventory and will be settled

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based on the results this inventory.

§15. STOCKTAKING

1. InPost shall carry out an inventory (physical count of inventory) of the Employer's Goods stored at the InPost Warehouse once during each calendar year of the term of the Contract.
2. Authorized representatives of the Employer may take part in inventory procedures carried out with the prior consent of InPost.
3. The inventory dates shall be mutually agreed by the parties with due advance, so that InPost has the opportunity to secure appropriate resources for the duration of the inventory.
4. For the duration of the inventory, InPost shall suspend the provision of the services described in the Contract, excluding the warehousing service.
5. If, during the inventory, actual quantitative shortages exceeding 0.3% are identified compared to the total number of pieces rotated during a period, InPost shall draft a inventory differences settlement record within 21 days. The record will contain conclusions concerning the manner of settlement of each difference that will be presented to the Employer. Periodic rotation shall be 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.
6. Any surplus identified during the inventory shall increase the stock or compensate for shortages of Goods.
7. The Parties accept and thus exclude mutual liability in the event of shortages identified in the course of the inventory related to the total number of pieces items during the rotation period that do not exceed or are equal to the 0.3% ratio indicated under section 5 above.
8. In the event of shortages or surpluses (Goods) exceeding the ratio indicated under section 5 above, the Employer shall notify InPost about the purchase value (i.e. documented costs of purchase or production of the Goods as at the date of purchase or production) of the shortages and surpluses of individual Goods.
9. Value of the shortage shall be calculated for each SKU that was identified to include a shortage at a level above the indicator specified under section 5 by multiplying the number of pieces in excess the acceptable shortage level and the purchase value. The total shortage value shall be the sum of shortages for the individual SKUs.
10. Total value of surpluses shall be calculated as the sum of values for the surpluses of individual SKUs. The value of SKU surpluses shall be the product of the number of excess items and the purchase value of the Goods.
11. Where the value of the shortages exceeds the value of the surpluses, the value to be settled shall be the difference between the total value of the shortages as per section 9 and the total value of the surpluses as per section 10. If the total value of surpluses exceeds the total value of shortages, stock is increased by the excess value.
12. Subject to the provisions of section 11, the total value of shortages shall be settled within 25 days following completion of inventory by means of the Employer issuing a debit note to InPost for the amount corresponding to the value calculated as per section 11.

§16. CONFIDENTIALITY

1. The Employer shall keep confidential all information concerning InPost, including, but not limited to information of a technical, process, organizational, financial nature (including information concerning prices of Services) and legal nature, as well as know-how, or any other information of economic value to InPost, even if such information does not constitute a business secret within the meaning of the Act of 16 April 1993 on combating unfair competition (hereinafter "Confidential Information").
2. Should the Employer infringe on their confidentiality obligation, InPost shall be entitled to claim a contractual penalty in the amount of PLN 10,000 for each case of infringement. The contractual penalty shall be payable based on a debit note within 14 (fourteen) days from the date of its delivery. Payment of the contractual penalty does not exclude InPost's option to claim supplementary damages on general terms. If, in the course of performance of the Contract, Confidential Information regarding the Employer's enterprise is provided to InPost, the provisions of sections 1 and 2 above shall apply accordingly.

§17. PERSONAL DATA

1. The Parties agree that the capitalized terms used in this paragraph, regardless of their number, shall have the following meanings:
 - a) GDPR – the Regulation of the European Parliament and the Council 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 (General Data Protection Regulation) (OJ EU L. of 2016 no. 119, page 1).
 - b) Personal Data – data within the meaning of Article 4 section 1 of the GDPR.
 - c) Personal Data Breach - a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.
 - d) Supervisory Authority - an independent public authority which is established by a Member State pursuant to the provisions of Article 51 of the GDPR.
 - e) Processing – any operation or set of operations which is performed upon Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage,

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adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

- f)** Processor – an entity performing Processing of Personal Data on behalf of InPost, as referred to in Article 28 section 4 of the GDPR.
 - g)** Third country – means a country which does not belong to the European Economic Area.
 - h)** Act - Act of 10 May 2018 on the Protection of Personal Data (Journal of Laws of 2018, item 1000, as amended).
- 2.** The Employer declares that, as the Controller within the meaning of the GDPR, in relation to the Personal Data for which they are the controller, and as a processor within the meaning of the GDPR, in relation to the Personal Data processed by them, they are authorized to transfer the Personal Data to InPost for the purpose of performing the Contract.
 - 3.** InPost declares that they are the Processor of the Personal Data entrusted to InPost for Processing by the Employer, the categories and types of which are indicated in Appendix No. 6 to this Contract. The purposes and methods of processing the Personal Data entrusted to InPost shall be determined solely by the Employer.
 - 4.** The Processing referred to under section 3 above includes the Processing of Personal Data only to the extent and for the purpose necessary for InPost to perform the tasks or works entrusted to them by the Employer under the Contract, which require necessary activities or operations to be performed on the entrusted Personal Data. InPost shall Process the Personal Data entrusted to them during the period of performance of the Services referred to in the preceding sentence and taking into account the processing duration specified under section 18 below.
 - 5.** In connection with the performance of the Services, InPost shall process the categories of Personal Data indicated under Appendix 6 to the Contract only within the scope and for the purpose necessary for the proper performance of the Contract.
 - 6.** InPost declares that they meet the legal requirements, including, but not limited to those resulting from the GDPR and the Act, in terms of the legal compliance of the Processing of entrusted Personal Data.
 - 7.** InPost undertakes to maintain the confidentiality of all Personal Data entrusted to them by the Employer, to which they shall have access in connection with the performance of the Contract, taking into account the provisions of section 5 above. Such data shall remain confidential and may not be published nor disclosed to third parties in excess of the activities indicated under sections 4 and 5 above without the prior written consent of the Employer.
 - 8.** InPost undertakes not to transfer the Personal Data entrusted to them by the Employer to third countries without the prior written consent of the Employer.
 - 9.** InPost shall be responsible for protecting the Personal Data entrusted to it for Processing.
 - 10.** InPost shall ensure that persons authorized by them to process Personal Data agree to maintain the confidentiality of Personal Data and the measures used to protect them, both during the term of this Contract, as well as following its termination.
 - 11.** InPost shall, as far as possible, assist the Employer - through the appropriate technical and organizational measures - in fulfilling the obligation to respond to the requests of the person whose Personal Data is covered by this Contract, within the scope of exercising their rights, including, but not limited to those set out in Chapter III of the GDPR.
 - 12.** Upon becoming aware of a Personal Data Breach, InPost shall immediately, however not later than within 48 hours from becoming aware of the Breach, report it to the Employer at the address indicated in the recitals of this Data Processing Agreement, indicating the following in their report:
 - a)** the nature of the Personal Data breach, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned;
 - b)** description of the potential consequences of the Personal Data breach;
 - c)** description of the measures applied or proposed by InPost in order to remedy the Personal Data breach, including a description of the activities taken in order to minimize the potential negative consequences of the breach.
 - 13.** InPost shall take the measures required pursuant to Article 32 of the GDPR to ensure the security of Personal Data. InPost undertakes to process Personal Data in a manner that ensures an adequate level of security, corresponding to the risks associated with the Processing of Personal Data, including, where appropriate, they undertake to ensure:
 - a)** the pseudonymisation and encryption of personal data;
 - b)** the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - c)** the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - d)** a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing;
 - 14.** InPost shall cooperate with the Employer as part of fulfilling the requests of data subjects related to the exercise of their rights, including, but not limited to the right to access, rectification and removal of Personal Data (“right to be forgotten”), and the right to object to the Processing of Personal Data, as well as requests for the transfer of Personal Data, limiting their Processing and not being subject to a decision based solely on automated Processing, including profiling. In the scope of cooperation, InPost undertakes especially to provide all the necessary information in their possession and to apply appropriate technical and organizational measures enabling them to provide assistance to the Employer. In addition, taking into account the nature of the Processing of Personal Data under the

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Contract and the information available to InPost, InPost undertakes to assist the Employer in fulfilling the obligations set out under Articles 34 to 36 of the GDPR.

15. Upon the Employer's request, InPost shall allow an audit to be performed concerning the manner of Processing the entrusted Personal Data. This audit may be carried out by the Employer or an auditor authorized by the Employer. The Employer shall give InPost sufficient notice of their intention to conduct an audit, however not less than 7 business days in advance, along with an indication of the person authorized to carry out the audit activities. The audit may not be carried out in a way that interferes with the normal functioning of InPost, violates InPost's postal or business secrets (including trade secrets), and InPost shall have the right to refuse at any time to perform activities that may cause such disruptions or violations, informing the Employer about this. Subject to the above provisions and the generally applicable legal regulations, including, but not limited to secrecy of correspondence, as well as the postal and business secrets of InPost, persons designated by the Employer and auditors shall be authorized to access the premises where Personal Data is processed and to inspect documents, as well as the ICT production environment used to perform the entrusted activities and the principles of managing them. They shall also be authorized to request InPost to provide information on the course of Personal Data Processing. However, the above may not lead to disclosure of any information and data covered by the above-mentioned secrets to the Employer, if such information and data have not been created nor have been provided to InPost by the Employer under the Contract.
16. InPost undertakes to implement these recommendations and any conclusions of the Employer or an auditor authorized by them, which are clearly grounded in the provisions of the GDPR, immediately upon receipt of the audit report, no later than within 30 days of delivery of the report, unless a different date has been agreed by the Parties.
17. InPost undertakes to provide the Employer with all the information necessary to confirm fulfillment of the obligations imposed on them.
18. InPost may archive the Personal Data provided by the Employer for no longer than 6 years from date of transfer of the Personal Data, in connection with the service provided, for the needs related to the obligation under Article 86 of the Tax Code (Journal of Laws 2019, item 900, consolidated text, as amended), civil, administrative and legal claims and obligations imposed by judicial and law enforcement authorities. Personal Data of natural persons (recipients) provided by the Employer to InPost shall be Processed for a period of 18 months from the date of sending the shipment as per the Contract, for the purposes of claims pursued on the basis of generally applicable law.
19. InPost declares that should they consider that an instruction issued by the Employer concerning Personal Data processing constitutes a breach of the provisions of the GDPR or other provisions of Personal Data protection regulations, they shall immediately notify the Employer thereof and refrain from carrying out this instruction. If the Employer, within 3 days of receiving the relevant notification from InPost, provides InPost with written information confirming the instruction, InPost shall not be liable for any violations of the law and the provisions of this Contract related to the implementation of such an instruction.
20. The Employer agrees for InPost to subcontract the Processing of Personal Data for which the Employer is the controller, to Subprocessors, a list of whom is made available by InPost on an ongoing basis. The Employer shall have the right to object to InPost's use of a specific Subprocessor. Should the Employer express the above objection, the Parties shall immediately enter into talks on this subject, and if they are unable to reach an agreement within 30 days, the Parties shall have the right to terminate the Contract, the performance of which is not possible or is significantly impeded as a result of the Employer expressing the above objection.
21. InPost shall only use Subprocessors that provide sufficient guarantees to implement the appropriate technical and organizational measures to ensure that the processing meets the requirements of the GDPR and other provisions of applicable data protection law, and to protect the rights of the data subject.
22. InPost acknowledges that they shall be liable on the terms described in the GDPR for compliance with the provisions referred to above.
23. InPost shall be liable for Violations of the Data Processing Agreement committed by their employees/associates and Subprocessors as though for their own.
24. Upon termination of this Contract, InPost undertakes to promptly delete all Personal Data and copies of Personal Data from any media, unless the law or the provisions of this Data Processing Agreement stipulate otherwise or authorize InPost to continue processing Personal Data.

§18. CATEGORIES OF PERSONAL DATA

1. Categories of data subjects and categories of Personal Data:

Data subject category	Type of Personal Data
Senders, recipients and payers of courier, parcel locker and other shipments sent by the Employers as part of courier, postal or transport services provided to them by InPost.	<ol style="list-style-type: none"> 1. Name of sender/recipient/payer. 2. Parcel delivery address. 3. Contact phone number for the sender/recipient/payer (optional, if provided). 4. Sender/recipient/payer e-mail address (optional, if provided). 5. Sender's bank account number (optional, if provided for the purposes of returning cash

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	collected on delivery).
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- InPost shall be entitled to perform automated and non-automated processing operations concerning the Personal Data, which are necessary to perform the Services, which may include, among others: collection, recording, organizing, structuring, updating, storing, archiving, modifying, retrieving, copying, reviewing, making available, erasing or destroying.

§19. FORCE MAJEURE

- Force Majeure shall be defined by the Parties as an event or events of an extraordinary, external nature, which could not have been reasonably predicted and prevented by each Party.
- The Parties shall consider as Force Majeure to include, but not be limited to such events as:
 - natural disaster (including, but not limited to, lightning, drought, fire, earthquake, volcanic eruption, landslide, flood, storm);
 - war, declared or undeclared acts of war, acts of terrorism, invasion, sabotage, requisition, expropriation, nationalization of property or embargo;
 - rebellion, revolution, insurrection, military or civil coup, or civil war;
 - contamination from any nuclear fuel or from any nuclear waste originating from the combustion of nuclear fuel, from a radioactive toxic explosive or from other hazardous properties of any explosive nuclear mixture or of the nuclear components of such a mixture, from ionizing radiation;
 - riot, commotion, strikes (subject to section 3), lockouts;
 - fall of an aircraft;
 - disruption of public order;
 - explosions, including of ammunition, explosive materials, flammable substances;
 - epidemics, pandemics, or countermeasures taken by governmental authorities to prevent an epidemic or pandemic, or other extraordinary actions taken by governmental authorities regarding a situation in a specific area of the country that prevents 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 of employees or subcontractors who have not been retained by the Party that wishes to invoke them;
 - a change in the financial situation of either Party;
 - adverse weather conditions.
- The Party that was prevented from performing the Contract by Force Majeure shall be required to inform the other Party about this fact by e-mail or telephone immediately, 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 about the occurrence of Force Majeure within 48 hours from the moment of cessation of the obstacle preventing remote communication.

§20. FINAL PROVISIONS

- 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 **01.09.2023**.