

GENERAL TERMS OF INPOST FULFILLMENT SERVICE



Binding as of July 19 2021.

§ 1. DEFINITIONS

The terms used in the General Terms of Service mean:

1. **API:** communication interface for communicating with the InPost Fulfillment systems.
2. **Breakdown:**
 - a) whenever a Breakdown is mentioned in the context of the Employer's data communication system – this means a break in the operation of the Employer's system or its incorrect operation preventing the implementation of the Service for further orders and new deliveries that have not been previously submitted through the API. During a breakdown, InPost is entitled to withhold the implementation of the Service, excluding the warehousing service. In the case of a breakdown, InPost is entitled to charge the Employer with the costs of performing additional activities to ensure the due performance of the Service, according to the Individual Price List;
 - b) whenever a Breakdown is mentioned in the context of InPost's data communication system – this means a break in the operation of InPost's data communications system or its incorrect operation preventing the implementation of the Service. InPost undertakes to solve, as soon as possible, the issues, and to restore the implementation of the Service.
3. **Notification:** a document of ordering Goods collection transferred in the electronic form by the Contractor directly to the Customer's Panel or through the API, on the basis of which InPost prepares logistical resources needed to receive these goods in the Warehouse. An effective Notification is considered to be an entry in InPost's data communications system made through the API or the Customer's Notification Panel, which includes correct data referring to the Goods expected in this delivery, and the expected delivery time for these goods, and the delivery type (according to §5).
4. **Individual Price List:** a price offer agreed between InPost and the Employer, for the InPost Fulfillment service, included in Appendix no. 1 to the Contract – Individual Price List to the Contract for the Provision of InPost Fulfillment Service
5. **Working Time:** business days, Monday to Friday, 08:00 a.m.– 4:00 p.m. The business days mean the days from Monday to Friday, not being holidays within the territory of the Republic of Poland, pursuant to the regulations of the commonly binding law.
6. **Warehouse Work Hours:** business days, Monday to Friday 08:00 a.m. to 8:00 p.m.
7. **Non-standard Warehouse Work Hours** – the warehouse's work time exceeding beyond the time frames agreed between the Parties.
8. **User Account:** a record of the resources and events generated by the Employer, and of the Employer's rights, available through the Customer Panel, and administered by InPost, or entities affiliated with InPost, assigned with a unique login and password.
9. **InPost or the Contractor:** **INPOST Sp. z o.o. based in Kraków**, address: ul. Wielicka 28, 30-552 Kraków, entered in the register of entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, 11th Commercial Department of the National Court Register under KRS number 0000543759, with NIP 6793108059 and REGON 360781085, with an initial capital of PLN 116,278,450.00.
10. **Warehouse:** a storage place chosen and made available by InPost being the place of providing the Services on the basis of the provisions of the Contract and OWŚU, as specified in § 2 sect. 7 of the Contract.
11. **OWŚU:** these General Terms of Service.
12. **Customer Panel:** tools available at the address indicated by InPost in the system integration process, necessary to operate the Services chosen by the Employer being implemented by InPost based on the provisions of OWŚU and the Contract, and to operate other processes related to the Services chosen.
13. **Carrier:** a Carrier chosen by the Employer, as defined by the Act of 15th November 1984 Carriage Law, or a postal operator as defined by the Act of 23 November 2012 Postal Law. InPost may serve the function of a carrier – on the basis of a separate contract concluded with the Employer.
14. **GOODS:** a movable item, as defined by the provision of Art. 3 section 1 item 18) subitem a and 19) subitem a) of the Act of 29 September 1994 on Accounting
15. **Service** : a paid service provided by InPost on the basis of the provisions of the Contract and OWŚU, ordered by the Employer by entering the relevant order in the Customer's Panel or without placing any order by the Employer, in the cases stipulated in the content of the Contract or OWŚU.

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16. **CONTRACT** – the Contract for the provision of the InPost Fulfillment service, which binds the Parties.
17. **System** – InPost's data communication system which makes it possible to place orders and notifications, pursuant to the provisions of OWŚU, integrated with the Employer's data communication system.
18. **Employer:** a natural person, a corporate entity, or an organizational unincorporated entity, which, based on separate legal provisions, is able to incur liabilities, which has concluded, within its business, a Contract with InPost.
19. **Force Majeure:** has the meaning set forth in § 18 of this document.

§ 2. PRELIMINARY PROVISIONS

1. OWŚU determines the conditions of providing the Services by InPost.
2. The Employer is obliged to familiarize with OWŚU before placing an order for a Service.
3. The Employer can place Orders 7 days a week, 24 hours a day. The Orders are executed only within the Warehouse Work Hours.
4. Based on the terms set out in OWŚU, the Employer is authorized to order, and InPost undertakes to provide for the Employer, for a consideration, services consisting in:
 - a. organizing the process of receiving the Goods at the warehouse ("Acceptance of Goods"),
 - b. organizing the process of warehousing the Goods in the Warehouse ("Warehousing"),
 - c. packaging the Goods and preparing shipments containing the Goods from the Warehouse ("Packaging and Issuing the Goods")
 - d. receiving and managing the Goods returned to the Warehouse ("Acceptance and Return Management")

§ 3. USER REGISTRATION AND ACTIVATION

1. All the Services offered by InPost are accessible after the conclusion of the Contract by the Employer and InPost, after the Employer creates a User Account through the Customer Panel.
2. The activation of the User Account requires prior acceptance on the part of InPost.
3. The Employer accesses their User Account after logging in (that is entering the unique login and password) to the Customer Panel.
4. The Services being provided require the Employer to specify an e-mail account, which will be active throughout the entire effective period of the Contract. Messages and documents concerning the Services provided by InPost will be sent to the e-mail address specified by the Employer, in particular, any information concerning a Service being performed, VAT invoices, payment requests, additional charges, debit notes, and VAT Invoice revisions issued based on the Act of 11 March 2004 on Value Added Tax, and also any correspondence concerning the Contract, for which the Contract does not require the written form.
5. The Employer is required to update on the current basis their data provided in order to create their User Account. A change in the personal details cannot consist in changing the Employer, namely the actual entity, for which the User Account has been created. A change of the Employer's business name shall not constitute a change of the Employer. On the other hand, a change of the Employer shall constitute any change that implies changing any of the numbers that identify the entrepreneur, namely NIP, REGON no., KRS no. InPost bears no liability for any loss on the side of the Employer or any third party acting on behalf of or for the Employer, resulting from InPost using incorrect data provided to InPost by the Employer.

§ 4. OPERATIONAL DEPLOYMENT

1. Depending on the integration method, the Employer – based on the API or the Customer Panel – enters into the InPost system – in the following sequence – any data regarding:
 - a. the Files of the Goods, which will be covered by the warehousing processes, containing the following information:
 - Product Name
 - EAN code;
 - gross unit dimensions (width, height, length - in cm);

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- unit packaging method, namely the number of pieces in a collective package (if any);
 - collective package dimensions (if any);
 - gross weight with the packaging (kg);
 - product category according to the list defined by InPost;
 - the material safety data sheet (if required by the relevant legal provisions, including, in particular, the provisions of Regulation of the Commission (EU) 2015/830 of May 28, 2015, amending Regulation (EC) No.1907/2006 of the European Parliament and the Council concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH) (Official Journal of the European Union of 29.05.2015, No. L 132/8);
 - other additional information justified from the point of view of delivering, warehousing, shipping out products.
- b. Announcements which will be used to deliver the Employer's goods to the Warehouse.
2. The Contractor is obliged to designate all the Goods delivered to the Warehouse with unique EAN codes. InPost shall perform the first verification of the EAN codes when the Contractor provides the product files. In situations, when some EAN codes are not unique, or a given product cannot be marked with an EAN code, InPost shall propose a solution, which makes it possible to subject such products to logistic handling, or shall inform the Employer of the impossibility of introducing such products into logistical operations.
 3. Data is exchanged between InPost's systems and the Employer's system based on two schemes:
 - a. data exchange between the systems through the API;
 - b. entering data to the InPost system through the Customer Panel and receiving reports through this same Customer Panel.
 4. At the implementation stage, the Employer receives from InPost the full specifications of the API interfaces, or the user documentation of the Customer Panel.
 5. Managing the implementation of the process is possible regardless of the method of integrating with the InPost system and makes it possible to:
 - a. add, remove, and edit products that are covered by logistical operations;
 - b. add Announcements, check the status of their implementation;
 - c. add Orders, check the status of their implementation;
 - d. control the status of full quality goods on a current basis.
 6. In the cases when the standard communication methods described above prove insufficient, the Employer may communicate with InPost by e-mail, using the e-mail address fulfillment@inpost.pl, to which any comments, questions, or breakdown reports can be sent.
 7. The Customer is required to inform InPost of any planned technical works that make it impossible to place orders through the Employer's telecommunication system integrated with the System at least 24 hours in advance. If the Customer fails to notify InPost of being unable to place orders, the Employer shall be obliged to cover the costs of handling the Warehouse's operation during this technical break, in the amount of the costs of the remuneration paid to the employees assigned to run the Warehouse, unless InPost can assign those employees to other tasks throughout the technical works.

§ 5. DELIVERY ANNOUNCEMENT

1. Each delivery to the Warehouse must have an Announcement in the InPost system. The date and time when the Announcement is created must be at least 24 hours earlier than the date and time of the delivery (at the time of receiving the delivery, the announcement must be in the system), or – in the case of a container delivery – 48 hours before the delivery date, provided that the Employer is also obliged to notify InPost of the estimated delivery date 5 days before that date.
2. An Announcement submitted on Saturday or on a holiday is deemed to be submitted on the nearest business day.
3. The deliveries are classified by form into the following types:
 - a. Parcel deliveries (DP) containing units of goods packed in parcels marked for acceptance;
 - b. Cargo deliveries (DD) deliveries of parcels prepared and delivered on pallets. In a vehicle's cargo compartment, products for other recipients may be present. The pallets intended to be unloaded by the

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- Contractor must be placed on a vehicle in a way that makes it possible to unload them safely. If such unloading is not possible, the Employer may refuse to unload.
- c. Full-Truck Deliveries (DC) deliveries of parcels prepared and delivered on pallets. In such a case, the delivery truck carries no goods intended for other recipients;
 - d. Container Deliveries (DK) – deliveries of parcels prepared and delivered on pallets or in bulk. In such a case, the container contains no goods for other recipients.
4. Each Announcement should include the following information:
- a. the Announcement's unique number;
 - b. the delivery type (DP, DD, DC, DK), and – in the case of delivering in containers – the delivery method (on pallets, in bulk);
 - c. regarding the pallets:
 - homogeneous/heterogeneous
 - pallet type: CHEP pallet, euro-pallet, non-standard (single use, paper - type or other);
 - d. for the goods on pallets, information whether the pallets are homogeneous or heterogeneous;
 - e. the type and quantity of goods to be received;
 - f. the delivery method (for example own transport, Carrier's/courier company's name);
 - g. for DP deliveries – the shipment number, for DD and DC – the freight bill number, and for DK – the CMR number or the shipping list number;
 - h. the expected delivery date (date and time);
 - i. information of any possible Additional Services (for example labeling, palletization, etc.);
 - j. specified item numbers and product file numbers (material indices).
5. The expected delivery date as shown in an Announcement should fall within the Warehouse's Work Hours, within the time frame specified in § 6 sect. 1 below.
6. Not announced deliveries shall not be accepted from the Carrier, or shall be sent back to the Employer's address and at their cost.
7. For DD, DC, and DK type deliveries, after familiarizing with the delivery date in the Announcement, InPost reserves the right to change the shipping date proposed by the Employer, and appoint the nearest possible date.
8. When planning any operations, within the first months of providing the Services, InPost relies on the volume declaration provided by the Employer at the moment of concluding the Contract, and in subsequent months – on historical trends, taking, however, into account any increases or drops in the volume within a given period caused by e.g. the seasonal nature of certain orders, subject to the following section.
9. The Customer undertakes to provide at least one week in advance, to the e - mail address fulfillment@inpost.pl, any information of the following events that could affect the volume and structure of orders:
- a. introducing a new product to the offer;
 - b. promotions planned within the existing assortment;
 - c. other marketing activities planned, for example creating promotional packages, selling off a given assortment.
10. The failure to transfer the data referred to in the previous paragraph at the date specified there, and, as a result, a significant unexpected growth in the ordered volume, may delay the provision of the Services in relation to the deadlines agreed, for which InPost shall bear no liability.

§ 6. RECEIPT OF GOODS

1. The deliveries are collected according to the announcement, within the Warehouse's Work Hours, between 8:00 a.m. and 4:00 p.m., no later than an hour before the end of the Warehouse's work hours. It is possible to accept deliveries between 6:00 a.m. and 8:00 a.m., or between 4:00 p.m. and 8:00 p.m., provided that InPost consents to the above. Any products delivered to the Warehouse after 4:00 p.m. shall be entered to the System on the next business day.
2. The Employer is responsible for preparing a delivery correctly for the collection, which, among others, covers the following aspects:

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- a. the goods must be laid on the Carrier's vehicle so that they can be unloaded effectively and safely;
- b. in the case of a pallet delivery:
 - the goods must be placed in a vehicle in a manner allowing to unload it efficiently, safely, and immediately using a forklift truck;
 - the goods should be wrapped with "stretch" foil, or with binding tape;
 - cardboard boxes/products should not protrude beyond the edge of the pallets;
 - a pallet should be not more than 1.8 m tall;
 - a pallet should be in a position suitable for unloading, and accessible without the need to perform any additional actions (for example unloading and re-loading goods other than those included in the delivery);
 - every pallet must be physically described with the Announcement number that matches the numbering within the Customer Panel;
 - one pallet can be described with max. one Announcement number (it is not allowed to send products to several announcements on one pallet);
 - several pallets may be described with one Announcement number (it is acceptable to divide one Announcement between many pallets, as long as each of these pallets is marked with one Announcement number and with the subsequent pallet number, for example pallet no.1_ announcement no.; pallet no.2_ Announcement no. etc.)
- c. in the case of a parcel delivery:
 - each parcel must be physically described with the Announcement number that matches the numbering within the Customer Panel;
 - one parcel can be described with max. one Announcement number (it is not allowed to send products for several announcements in one parcel);
 - several parcels can be described with one Announcement number (it is acceptable to divide one Announcement between many parcels, as long as each of these parcels is marked with one Announcement number, and with the subsequent parcel no., for example parcel no. 1_ Announcement no.; parcel no.2_ Announcement no. etc.).
3. At the acceptance, only the number of packaging units declared in the Announcement is verified numerically (packages or pallets), and the condition of the packages and the compliance of the shipment with the shipping documents provided and with the Announcement are verified, and also the possible protection measures of the parcels (for example seals), if any, are evaluated. The products may be only delivered with a vehicle which makes it possible to unload it safely with the use of loading ramps, or with the vehicle's own unloading lift. The interior of the vehicle should be free of any defects or redundant elements that could make it difficult for a forklift truck to drive onto the vehicle, and parcels/pallets should be easily accessible for the unloading person (that is without the need to unload other parcels/pallets in order to reach the goods being unloaded).
4. The Employer shall provide the vehicle driver with the provisions of the appendix to OWŚU titled. "Driver's Duties during Deliveries at the Fulfillment InPost Warehouse", and shall require them to observe those.
5. InPost reserves the right to fully or partially refuse to unload in the situations when:
 - a. one or more parcels/pallets is physically damaged;
 - b. parcels/pallets are wet or dirty;
 - c. the cargo is unstable and doesn't match the OHS standards and regulations, and it may be dangerous for InPost worker to unload it;
 - d. the vehicle's technical condition raises InPost worker's doubts;
 - e. there is no direct access to the goods being unloaded (for example it is obscured by palettes intended for another warehouse, pallets are placed crosswise etc.);
 - f. any parcels/pallets are not described with the number of the Announcement, based on which they should be accepted at the warehouse;
 - g. no shipment documents are enclosed to the delivery, or the delivery does not match the shipment documents submitted;
 - h. the Carrier refuses to issue the shipment documents. The above does not apply to situations, in which InPost sp. z o.o. is the Carrier;

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- i. A theft is suspected;
 - j. The driver refuses to cooperate (for example They do not follow InPost's internal rules, they are aggressive, etc.)
6. In the case of rejecting any part of or the whole of a delivery, or in the case of the load being damaged through the fault of the carrier, the information of this fact with a description and possible photographic documentation, along with the substantiation, and possibly with the loss report, shall be transferred to the Employer electronically, to the e-mail address specified in the Contract.
 7. Upon the collection, the goods delivered, and their packages are not verified for the number and quality.
 8. The collection of a shipment does not equal its acceptance. The acceptance process has been described in §7 below.
 9. The collection of a delivery ends when InPost's representative signs the shipping documents, provided that InPost is authorized to make annotations on the shipping documents related to any irregularities, or any non-conformity of the delivery with the Announcement.

§ 7. GOODS ENTRY

1. Commencing the acceptance process after a delivery is collected from the Carrier, within the Warehouse's Work Hours.
2. The goods are verified and accepted on the basis of EAN codes. The products without an EAN code shall be rejected during the acceptance process and returned to the sender at their expense, unless the Parties have agreed to label the Products under additional services.
3. The Employer shall bear the full amount of the costs of returning the Goods to their address, as well as the costs of storing the Goods between their delivery and their return to the Employer's address, in the amount of 200% of the warehousing rate for the Goods provided for in the Individual Price List.
4. Upon the acceptance, each type of the Goods is verified for the quantity and against the Announcement. When the amount is declared on a collective package, the number declared is recognized without verifying the number of pieces and the quality inside the package. If the Employer declares an incorrect number of pieces on a collective package, InPost bears no liability for the acceptance being incorrect quantitatively.
5. Each of the Goods in a delivery is:
 - a. accepted to the warehouse, if it is not damaged, and is named in the Announcement,
 - b. it is put aside in the return-to-sender zone, if it is damaged, not marked with an EAN code, or is not named in the Announcement.
6. InPost is entitled to refuse to receive any Goods exceeding the number declared in the Announcement.
7. The returns to the Employer are performed immediately, by the agency of the courier or shipping company appointed by InPost, at the expense of the receiver (the Employer).
8. After the end of the acceptance process, within 24 hours from its ending, a report summarizing the status of the acceptances will be available in the system, containing, in particular:
 - a. the amount of the Goods specified in the Announcement
 - b. The amount of undamaged Goods accepted at the warehouse;
 - c. the amount of damaged Goods.

§ 8. GOODS WAREHOUSING

1. InPost is required to store the Goods in adequate conditions, for the purpose of keeping them in the same condition as received at the Warehouse.
2. Through the Customer Panel, the Employer can access the current stock level.
3. InPost reserves the right to re-use any packages, collective packaging, fillers, and other materials, which have been used to secure the Goods, free-of-charge.
4. Depending on the specific nature of each product, InPost system manages the warehouse inventory acc. to FIFO or FEFO. It is also possible to process the Goods by batches or by their best before dates.
5. InPost determines the maximum number of SKU, kept on one pallet. InPost determines the method of storing Goods accepted in deliveries.

§ 9. EXCLUDED GOODS

1. The Service cannot cover products, which are dangerous to human life or health, to the integrity of other goods gathered at the Warehouse, or which, when stored, could cause a loss on the side of InPost or any third party.
2. The subject matter of the Contract cannot include items banned by valid legal regulations, and also:
 - a. items originating from crime;
 - b. cash, securities, other payment-type documents;
 - c. valuable objects (jewelry, works of art, antiques, numismatics etc.),
 - d. weapons that require any permit, registration, or a registration card, in accordance with commonly binding legal regulations, including the Act of 21 May 1999 on Weapons and Ammunition;
 - e. ammunition, excluding blank ammunition of up to 6 mm cal.;
 - f. chemically and biologically active agents,
 - g. explosive, flammable agents (unless the Parties have agreed otherwise, up to a total volume not exceeding 10 liters), oxidizing, irritant, caustic, sensitizing, carcinogenic, mutagenic agents, and agents causing effects harmful for the reproduction capacity, which could be dangerous to human health, life, or which may cause any property damage to InPost;
 - h. other things with properties that may pose any threat to the health or life of any persons being in contact with them, or that could damage or destroy other Goods;
 - i. narcotics, psychoactive substances, and the so-called "designer drugs";
 - j. perishable articles;
 - k. products and articles that require specific storage conditions (including those releasing smell, or liquids), and a cooling chain,
 - l. dead or alive animals, and plants,
 - m. human remains, human or animal organs; - provided that the above list is not considered exhaustive. In addition, it is unacceptable to order a Service that covers any other items not mentioned above, which, in InPost's opinion, cannot be stored safely or according to the law;
 - n. items, with the dimensions of the base exceeding 80 x 120 cm;
 - o. items with a height exceeding 180 cm;
 - p. items of an actual and spatial weight exceeding 30 kg.
3. Any Goods handed over by the Employer, which cannot constitute the subject matter 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 aforementioned operations.
4. Notwithstanding the provisions of the OWSÚ, the Employer, in the case of transferring any Goods that include excluded items, which cannot constitute the subject matter of the Service, is solely responsible on this account, as regulated by the respective regulations of the European Union law, and of the Republic of Poland.
5. The Employer is responsible for guaranteeing that the quality of the Goods' packaging is adequate to the content. The packaging of each parcel should be suitable for the Goods, in particular it should take into consideration the properties of the Goods, the ambient conditions, and other circumstances that might possibly affect the Goods' packaging, including any circumstances related to the shipment being transported by InPost.
6. The Employer is obliged to fulfill the obligations related to the introduction to the Polish market of packages or products in packaging, pursuant to the provisions of the Act of 13 June, 2013 on Packaging and Packaging Waste Management, both in relation to the unit packages of Goods, , and to collective packages and packages intended for transporting the Goods, including, in particular, to bear all the costs and fees resulting from the aforementioned Act,

§ 10. INVENTORY TAKING

1. Each year during the effective term of the Contract, which covers subsequent 12 calendar months following its conclusion, in the period determined with the Employer, InPost shall take a full inventory of the Employer's goods, by carrying out a physical inventory.

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2. During this inventory taking, InPost will not provide the services described in the Contract, excluding the warehousing service.
3. The inventory taking period shall be proportional to the number of SKU and of the units of Goods covered by the inventory taking, the method of designating the Goods covered by the inventory taking, their type, and the storage method.

§ 11. GOODS PACKING AND ISSUING

1. Before the picking and packing operation, each Order must be transferred to the InPost system through the API or the Customer Panel.
2. In the event of placing an order on Saturday or a holiday, the order will be implemented on the next working day. The Goods shall be packed and issued taking into account:
 - a. identifying the given Goods in the Warehouse;
 - b. preparing the Goods for transferring to the Carrier, in particular by securing against any damage and by using a package suitable for the particular type of Goods,
 - c. handing the packed Goods over to the Carrier.
3. The Order should include the following information:
 - a. the order number;
 - b. the types of the Goods and their EAN codes;
 - c. the amount of the Goods;
 - d. the Carrier's name and the type of the service they provide;
 - e. the shipment's delivery data (full name, delivery address, possible collection point code, contact details: telephone number, e-mail address);
 - f. (optionally) – the amount to be collected (COD);
 - g. (optional) the documents in the electronic form, which have been printed and attached to the order.
4. InPost may also request the Employer to provide the material safety data sheets for the Goods, describing how the Goods are packed and protected, if, due to their special properties or for other reasons, this is necessary to carry out the Service properly. In the event of any failure to deliver the material safety data sheets for any Goods, InPost can refuse to perform the Service.
5. Packing and issuing the Goods proceed within the Warehouse's Work Hours.
6. The Employer acknowledges and confirms that they are an entrepreneur who introduces packages into trade as defined by the provisions of the Act of 13 June 2013 on Package and Packaging Waste Management, and they shall be obliged to comply with all obligations on this account, this includes paying the product fee on the terms stipulated in the provisions of the aforementioned Act.

§ 12. GOODS TRANSPORTATION ORGANIZATION

1. The Goods are released for the delivery to the Carrier appointed by the Employer within the Warehouse's Work Hours, within the time agreed with the given Carrier.
2. If the Employer uses the services of a Carrier other than InPost, the Employer shall be obliged to report to InPost the time and hours when the given Carrier collected the Goods.
3. If the Employer uses the services of a Carrier other than InPost, they are obliged to transfer the data necessary for InPost to integrate the systems with the given Carrier to generate shipping lists on behalf of the Employer. If the Employer intends to use services of a Carrier other than InPost, who has integrated the systems with InPost earlier, the Employer shall be obliged to transfer the above data at least 5 business days before issuing the first planned Goods to this Carrier. If the Employer intends to use services of a Carrier other than InPost, who has not integrated their system with InPost, the Employer shall be obliged to transfer the above data at least 30 business days before issuing the first planned Goods to this Carrier. InPost, at each request of the Employer submitted by e-mail, shall transfer to the Employer the current list of Carriers, whose systems have been integrated with their system.

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4. InPost reserves the right to refuse to cooperate with the given Carrier, if it is impossible to integrate with them, or it would be disproportionately time - or labor-consuming for technical reasons, independent from InPost.
5. The location of a shipment with Goods can be monitored using the tracking tools of each of the Carriers. InPost does not offer such a functionality in their system.
6. InPost is authorized to refuse to release Goods to a Carrier (other than InPost) if the Carrier refuses to sign the release manifest. InPost shall not be liable for any possible loss sustained by the Employer in connection with any refusal to release any Goods to the Carrier in the situation described in this provision. Each time, InPost shall inform the Employer of such a situation. If the Employer decides that InPost shall transfer any Goods to the Carrier despite their refusal to sign the release manifest, InPost shall release the Goods for shipment provided that the Customer takes over the responsibility for their loss or destruction upon their release to the Carrier.

§ 13. CUSTOMER SERVICE AND COMPLAINTS

1. InPost handles complaints during the Work Hours.
2. The complaints are handled by electronic means.
3. In order to report a complaint, the Employer is required to send it by e-mail to the address reklamacje.fulfillment@inpost.pl. In order to file a complaint, the Employer is required to specify:
 - a. the subject of the notification;
 - b. the type of the complaint;
 - c. additional appendix (a letter, a photo etc.).
4. The moment of reporting a complaint is considered to be the moment of delivering the message via e-mail to InPost's e-mail server. The complaint shall be processed no later than until the end of the twelfth (12) full calendar day from the report.
5. If the Employer reports a complaint in a way not in line with OWŚU, InPost shall call the Employer to complete the complaint. Sending a call to complete suspends the examination of the complaint. The examination shall be resumed as of the date when the Employer supplements the complaint.
6. In the cases, when the examination of a complaint requires, for justified reasons, more waiting time, InPost reserves the right to prolong the complaint handling process by further 12 calendar days. Each time in such a situation, the party who files the complaint will be notified of this fact, of the substantiation of the delay, and the anticipated time needed to respond to the complaint.

§ 14. RESPONSIBILITY

1. InPost bears no liability for delivering to the Warehouse any Goods intended for releasing or intended for other services, accepted by both Parties, and being the subject matter of the Service. InPost bears no costs of delivering the Goods to the Warehouse.
2. InPost is responsible for losses, damages, missing items, any quantitative shortages in the Goods being warehoused resulting from reasons attributable exclusively to InPost, from the moment of accepting the Goods at the Warehouse. InPost's liability in this regard is limited to the actual value of the given lost, or destroyed Product.
3. The Parties confirm that the Warehousing Service may be performed by InPost with the use of any subcontractors.
4. InPost's liability does not cover any quantitative shortages in collective packages constituting logistical units, for which, at the collection of the delivery, no damage or inconsistency, which would cause quantity shortages, were observed.
5. InPost is responsible for the due performance of the Service, unless any non-performance or improper performance is a consequence of:
 - a. a force majeure event, as defined by the provisions of § 18 below;
 - b. reasons beyond InPost's control, other than a Force Majeure event;
 - c. exclusively due to any violation of any provisions of the Contract or OWŚU by the Employer;

- d. exclusively due to the properties of the Goods being the subject matter of the Service.

§ 15. CONFIDENTIALITY

1. The Employer shall be obliged to keep confidential any information concerning InPost's enterprise, including in particular any information being technical, technological, organizational, financial in nature (including information about prices of the Services), legal information and know-how or any other information commercially valuable for InPost, even if it does not constitute a company secret as defined by the provisions of the Act of 16 April 1993 on Counteracting Unfair Competition (hereinafter: "Confidential Information").
2. In case of the Employer's violation of the non-disclosure obligation, InPost shall be entitled to demand payment of the contractual penalty in the amount of PLN 10,000 per each case of violation. The contractual penalty fee shall be payable on the basis of a debit note, within 14 (fourteen) days from the day of its delivery. The payment of the contractual penalty fee does not exclude supplementary compensation being pursued by InPost on the general terms. If in the course of the performance of the Contract, any Confidential Information concerning the Employer's enterprise is transferred to InPost, the provisions of sect. 1 and 2 above shall apply respectively.

§ 16. PERSONAL DETAILS

1. The Parties unanimously agree that the terms written in capital letters used in this paragraph, regardless of whether in singular or plural, shall have the following meanings:
 - A. GDPR - Regulation of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in connection with the processing of personal data, and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal of the EU from 2016 No. 119 p. 1);
 - B. Personal Data – data as defined by Article 4 item 1) GDPR;
 - C. Breach – any safety breach leading to an accidental or illegal destruction, loss, modification, unauthorized disclosure or unauthorized access to any Personal Data being sent, stored or otherwise processed;
 - D. Supervisory Body – an independent public authority established by a member country pursuant to the provisions of Article 51 GDPR;
 - E. Processing – an operation or a set of operations performed on the Personal Data or sets of Personal Data in an automated or non-automated manner, such as collection, recording, organizing, ordering, storing, adapting or modifying, collecting, browsing, using, disclosure by sending, distribution, or another kind of sharing, matching or combining, limiting, deleting or destroying;
 - F. Subprocessor – an entity Processing Personal Data to the order of InPost, mentioned in Article 28 section 4 GDPR;
 - G. Third State – means a state that is not a member of the European Economic Area;
 - H. Act - the Act of 10 May 2018 on personal data protection (of Laws of 2018 item 1000 as amended).
2. The Employer states that, as the Controller, as defined by GDPR, of the Personal Data, they are the controller of, and as the processor, as defined by GDPR, of the Personal Data that they process, they are authorized to provide the Personal Data to InPost in order to perform the Contract.
3. InPost states that they are the Processing Entity for the Personal Data entrusted to InPost for Processing by the Employer, the categories and the types of which are specified in Appendix no. 6 to this Contract. The goals and the methods of Processing of the Personal Data entrusted to InPost are only decided by the Employer.
4. The processing referred to in section 3 above covers Personal Data Processing only to the extent and for the purpose necessary for InPost to perform the tasks or works outsourced by the Customer in the Contract that require necessary activities or operations on the Personal Data entrusted. InPost shall process the Personal Data entrusted thereto during the period of performing the Services mentioned in the preceding sentence and taking account of the processing time specified in section 18 below.
5. In connection with the performance of the Services, InPost shall process the Personal Data categories specified in Appendix no. 6 to the Contract only to the extent and for the purpose necessary to duly perform the Contract.

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6. InPost states that meets any legal requirements, in particular those resulting from GDPR and the Act, to the extent of compliance with the law of the Processing of the Personal Data being entrusted.
7. InPost shall be obliged to keep confidential any Personal Data entrusted thereto by the Employer, which they shall have access to connection with the performance of the Contract, subject to the provisions of section 5 above. These data are confidential and cannot be published or disclosed to persons or to third parties to an extent going beyond the activities indicated in section 4 and 5 above without a prior written consent of the Employer.
8. InPost shall be obliged not to transfer the Personal Data entrusted thereto by the Employer to Third States without a prior written consent of the Employer.
9. InPost shall be liable for protection of the Personal Data entrusted thereto for Processing.
10. InPost ensures that any persons authorized thereby to Process the Personal Data have undertaken to keep confidential any Personal Data and the measures of securing such data, both throughout the effective term of the Contract and following its termination.
11. InPost, as far as possible, shall help the Employer - through appropriate technical and organizational means - to fulfill the obligation to respond to requests of any person whose Personal Data are covered by this Contract, in the scope of exercising their rights, in particular those specified in Chapter III of GDPR.
12. After a Breach of Personal Data protection is observed, InPost is obliged to immediately, no later than within 48 hours from the moment of becoming aware of the Breach, report it to the Employer to the address indicated in the recitals of this Entrusting Agreement, indicating the following in the notification:
 - a. the nature of the Breach of Personal Data protection, including, as far as possible, specify the categories and the approximate number of persons the Personal Data relate to, as well as the categories and the approximate number of the Personal Data entries the Breach is concerned with;
 - b. a description of possible consequences of the Breach of Personal Data Protection;
 - c. description of the measures applied or proposed by InPost in order to address the breach of personal data protection, this includes a description of the actions taken in order to mitigate any negative effects of the Breach.
13. InPost takes the measures required under Art. 32 of GDPR in order to ensure the security of the Personal Data. InPost undertakes to Process the Personal Data in a way that ensures an adequate degree of safety, corresponding to the risk related to the Personal Data Processing, including, among others, they undertake to provide the following as appropriate:
 - a. pseudonymization and encryption of the personal data
 - b. the ability to continuously ensure the confidentiality, integrity, availability, and resistance of the processing systems and services;
 - c. the ability to quickly restore the availability of the Personal Data and access thereto in the event of a physical or technical incident,;
 - d. regular tests, measurements, and assessments of the effectiveness of the technical and organizational measures that are to ensure safe Processing.
14. InPost undertakes to cooperate with the Employer in processing the applications of the entities the Personal Data relate to, for exercising their rights, in particular the right to access, to correct, and to remove the Personal Data ("the right to be forgotten"), and the right to object to the Processing of the Personal Data as well as any applications for transfer of the Personal Data, restrict the Processing thereof, and for being excluded from the decision based only on automated Processing, including profiling. In terms of cooperation, InPost undertakes, in particular, to provide any necessary information it has, and to apply the respective technical and organizational measures allowing assistance to be provided to the Employer. In addition, taking into account the nature of the Personal Data Processing under the Contract as well as the information available to InPost, InPost undertakes to assist the Employer when fulfilling the obligations as specified in Article 34-36 of G.
15. When requested by the Employer, InPost shall enable conduct of an audit with regard to the method of Processing of the Personal Data entrusted. This audit can be conducted by the Employer or an auditor authorized by the Employer. The Employer shall notify InPost of the intention to conduct an audit with proper advance, not shorter than 7 working days, and indicate the person authorized to conduct the inspection activities. The audit cannot be conducted in a manner that disturbs the normal operations at InPost, violates

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InPost's mail or business secrecy (including commercial secrecy), and InPost shall have the right, at any time, to refuse to perform any activities that can cause such disturbances or breaches, informing the Employer of this fact. Subject to the above sentence and to the commonly binding legal provisions, in particular, those regarding the privacy of InPost's correspondence, mail and business secrecy, any persons appointed by the Employer and the auditors are authorized to enter the rooms where the Personal Data are being processed and inspect any documents and the data communications production environment used to perform the entrusted activities and the respective management principles as well as to request InPost to provide information regarding the course of the Processing of the Personal Data, but the above may not lead to any information and data covered by the above indicated secrets being disclosed to the Employer, unless this information and data have been created or have been provided to InPost by the Employer based on the Contract.

16. InPost undertakes to implement these recommendations and conclusions of the Employer or their authorized auditor that have clear grounds in the provisions of GDPR, immediately upon receiving the audit report, and no later than within 30 days from delivery of the report, unless another deadline is agreed by the Parties.
17. InPost undertakes to grant to the Employer any necessary information to confirm that the obligations imposed thereon are being discharged.
18. InPost can archive the Personal Data transferred by the Employer for a period not longer than 6 years from transfer of the Personal Data, in connection with the completed service, for the needs related to the obligation resulting from Article 86 of the Tax Code (Journal of Laws 2019 item 900 consolidated text as amended), claims under the civil law, administrative law and obligations imposed by judiciary authorities and law enforcement authorities. The Personal Data of natural persons (addressees) transferred by the Employer to InPost shall be Processed for the period of 18 months from sending the shipment according to the Contract, for the needs of any claims pursued based on the commonly binding legal regulations.
19. InPost states that when they recognize that, in their opinion, a command issued to them by the Employer in the area of Personal Data processing constitutes a breach of the provisions of GDPR or other regulations of the personal data protection law, it shall immediately notify the Employer and suspend performance of this instruction. If the Employer, within 3 days from receiving the notice from InPost, forwards information to InPost in writing about sustaining the instruction, InPost shall not be liable for any violation of legal regulations and this Contract related to performance of such instruction.
20. The Employer expresses their consent for InPost to further entrust the Processing of the Personal Data of which the Customer is the controller, to Sub-processors named on a list being updated on a current basis, which is made available by InPost. The Employer shall have the right to object to InPost's use of a particular Subprocessor. In the event that the Employer expresses the above objection, the Parties shall immediately start talks on this topic, and if these are not completed with an agreement within 30 days, the Parties shall be authorized to terminate the Contract, the performance of which is not possible or significantly hindered as a result of the expression of the above objection by the Employer.
21. InPost ensures that they shall use only services of such Subprocessors that ensure sufficient guarantees for implementing appropriate technical and organizational measures to ensure that the processing meets the requirements of GDPR and other regulations of the binding law in the field of personal data protection as well as protects the rights of the persons that the data relate to.
22. InPost acknowledges that, with regard to observing the provisions referred to above, they bear liability on the terms described in GDPR.
23. InPost shall be liable for any Breach of the Entrusting Agreement committed by their employees/associates and Subprocessors as for their own actions.
24. After termination of this Agreement, InPost undertakes to immediately remove any Personal Data and copies of the Personal Data from any carriers, unless legal regulations or provisions of this Entrusting Agreement state otherwise or authorize InPost to further process the Personal Data.

§ 17. PERSONAL DATA CATEGORIES

1. Category of persons the Personal Data relate to and the types of the Personal Data:

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| Category of persons the Personal Data relate to | Type of personal data |
|---|---|
| Senders, recipients and payers of courier shipments, Parcel Locker and other shipments sent by the Customers within the postal or carriage services provided for their benefit by InPost. | 1. first and last name of the sender/recipient/payer 2. shipment delivery address 3. the sender's/recipient's/payer's contact phone number (optionally – if specified) 4. the sender's/recipient's/payer's e-mail address (optionally – if specified) 5. sender's bank account number (optionally – if specified when it is necessary to refund the collected cash) |

2. InPost is authorized to exercise, on the aforementioned Personal Data, automated or non-automated Processing operations necessary to provide the services covered by the Agreement that may include, among others: collection, recording, organizing, ordering, updating, storage, archiving, modifying, collecting, copying, browsing, sharing, deleting or destroying.

§ 18. FORCE MAJEURE

1. Any event or events that are extraordinary, external, and reasonably impossible to predict and prevent by either of the Parties shall be regarded by the Parties as a Force Majeure event.
2. In particular, the Parties shall regard as Force Majeure such events as:
 - a. a natural disaster (including e.g. lightning strike, drought, fire, earthquake, volcanic explosion, landslide, floods, storm);
 - b. a war, declared or undeclared warfare, acts of terrorism, invasion, sabotage, requisition, expropriations, nationalizations of property or embargo;
 - c. a rebellion, revolution, uprising, or military or civil coup, or civil war;
 - d. radioactive contamination from any nuclear fuel or any nuclear waste from burning nuclear fuel, radioactive toxic explosive or other dangerous properties of any explosive nuclear mixture or nuclear ingredients of such mixtures, ionizing radiation
 - e. riots, public unrest, general strikes (subject to sect. 3), lockouts;
 - f. aircraft crash;
 - g. disruption of public order;
 - h. explosions, including of ammunition, explosives, flammable materials;
 - i. outbreaks, pandemics or remedies undertaken by any state authorities in order to prevent epidemics or pandemics or other extraordinary actions taken by state authorities, and related to the situation in a particular area of the country preventing the correct performance of contractual duties.
3. To avoid doubts, Force Majeure shall not include such events as:
 - a. legal actions of the authorities, unless taken to limit or eliminate the Force Majeure;
 - b. strikes of employees or subcontractors, but not employed by the Party that intends to refer to them to claim Force Majeure;
 - c. any change in the financial situation of any of the Parties;
 - d. unfavorable weather conditions.
4. A Party prevented by a Force Majeure event from performing the Contract is obliged to inform of this fact the other Party by e-mail or by phone immediately, no later, however, than within 48 hours from the Force Majeure event, unless the Force Majeure event has prevented distance communication. In such a case, the Party shall notify the other Party of the Force Majeure event within 48 hours from the cessation of the obstacle preventing communication at a distance.

§ 18. COMMITMENT UNDER THE CONTRACT

1. The Provisions of the Contract are superior over the provisions of OWŚU. In the case of any contradictions between the provisions of the Contract and the provisions of OWŚU, the provisions of the Contract have priority.
2. These General Terms of Service shall be binding as of 19.07.2021