

# Terms and Conditions for the provision of postal and transport services by InPost Sp. z o.o.

valid from 17 October 2022



## § 1. Initial provisions

- 1.1 These Regulations for the provision of postal services and transport services by InPost Sp. z o.o. (hereinafter: "Regulations") determine terms and conditions of national transport and postal services provided by InPost Sp. z o.o. with its registered office in Kraków at ul. Wielicka 28, 30-552 Kraków, entered into the register of entrepreneurs kept by the District Court for Kraków-Śródmieście, 11th Commercial Department of National Court Register under National Court Register number 543759, Tax Identification Number: 6793108059 (hereinafter referred to as: "Operator" or "InPost").
- 1.2 Before using the service one should absolutely read these Regulations. The User starting to use the Service confirms that he/she became acquainted with the content of the Regulations, accepts its provisions and undertakes to observe them.
- 1.3 The Operator notifies that certain Parcel lockers Paczkomat® or POP may not be dedicated to handling Shipments of all dimensions specified in Regulations and in the Price List, including their receipt and delivery, as well as may not handle the respective additional services, in particular the Collection service, or operate on different terms in terms of their operating hours or service may differ. Due to the aforesaid the Operator recommends that the Sender or the Recipient, before selecting the Parcel Locker Paczkomat or POP to which the Shipment is to be addressed or sent, verify the afforested characteristics of the selected Parcel Locker Paczkomat or POP, including the principles and hours of its operation, so that their selection corresponds to the preferences of the Sender or the Recipient. An up-to-date list of Parcel Locker Paczkomat and POPs with information about their characteristics is available on InPost website
- 1.4 The Operator provides services exclusively in the territory of the Republic of Poland. If the performance of the service is, in any scope, connected with the requirement that any InPost representative collecting or delivering the Shipment crosses the borders of the Republic of Poland, the Operator may refuse to provide the service on such Shipment. In this case, the provisions of § 5 sec. 3 of the Regulations shall apply accordingly.
- 1.5 The activities specified in the present Regulations, which may or must be undertaken by the Recipient, may also be carried out by the Recipient with use of selected IT tools of the Operator's authorized business partners. The specific rules for using these tools are set out in their regulations, and the Operator assumes no responsibility for these tools, including their availability and correct functioning.

## § 2. Definitions

- 2.1 The following terms are defined for the needs of the present Regulations:
  - 1) **Price List** - the document, which determines the maximum weight and dimensions of the Shipments, the price for Services, the deadlines in which they may be completed, and a list of additional fees, available in all Parcel Service Stations, and on the InPost website. The Price List determines the price for Services offered to customers, who have concluded, with the Operator (in written, electronic or documented form) service provision Contracts that are additional in relation to Regulations (hereinafter referred to as "**Business Clients**"), and the contracts therewith – Business contracts, as well as to any customers who are not Business Customers, and whom the Operator provides the Services exclusively on the basis of the present Terms and Conditions (hereinafter referred to as "**Retail Customers**"). The Price List shall also be referred to as "Service guide".
  - 2) **Working days** – days from Monday to Friday, excluding statutory holidays.
  - 3) **Consumer** - a natural person who signs a contract for the provision of the Service (Services) with the Operator for the purpose not directly related to business or professional activities.
  - 4) **Courier** – an employee/representative of the Operator or his subcontractors.
  - 5) **Bill of lading** – it is an electronically communicated or written document for goods Consignments, proving the conclusion of transport Service.

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- 6) **Parcel label** – Parcel marking containing the data necessary to provide the service and the parcel number allowing the tracking of the Parcel.
- 7) **Sender** - a natural or legal person, or an organisation unit without legal personality that transfers the Shipment to the courier or sends it in the Operator's Branch, or the Parcel Locker Paczkomat for the Service to be provided.
- 8) **Recipient** - a natural or legal person or an organisational unit without legal personality to whom the Parcel will be delivered.
- 9) **Branch** - an organisational unit of the Operator being an element of its logistic network, in which the Sender or the Recipient can perform activities specified in these Regulations.
- 10) **Operator** – InPost Sp. z o.o., providing services according to the Regulations.
- 11) **Parcel locker Paczkomat®** – a deposit locker consisting of boxes, enabling an authorized person to self-service sending and reception of Parcels. The network of Paczkomat Devices can contain devices of the following characteristics:
  - i. Paczkomat Devices available 24 hours a day, 7 days a week,
  - ii. Paczkomat Devices with limited time availability due to their location, in particular in premises with limited opening hours,
  - iii. Paczkomat Devices with which the Sender or the Recipient may communicate only via the Mobile Application or a barcode scanner and QR code (hereinafter referred to as "**Appkomat Devices**"),
  - iv. Parcel lockers located exclusively in the POPS, which, due to the manner of their operation, cooperate with the POPs on the terms specified in the Regulations (hereinafter referred to as "**Robomat Devices**"),wherein a Paczkomat Device may combine features of one or more of the above characteristics. An up-to-date list of Paczkomat Devices with information about their characteristics is available at our Website.
- 12) **COD** - an additional service whereby the Recipient receives the Parcel for a fee transferred to the Sender's bank account.
- 13) **Postal Law** – Act of 23 November 2012 - Postal Law (Dz.U. of 2017, item 1481, with amendments, hereinafter referred to as: "Postal Law").
- 14) **Transport Law** – Act of 15 November 1984 - Transport Law (Dz.U. of 2015, item 915, with amendments, hereinafter referred to as: "Transport Law").
- 15) **Report (Damage Report)** – a document describing deterioration of the condition of the Parcel, including its damage or loss.
- 16) **Parcel** - a Courier Parcel, Set of courier Parcels, or a Consignment of Goods being the subject of the Service.
- 17) **Undeliverable Parcel** - a Parcel that cannot be delivered to the Recipient or returned to the Sender due to the lack of or incorrect address of the Sender.
- 18) **Courier Parcel** – a registered mail parcel or a registered Parcel being a postal parcel with a parcel weight up to 20 kg and dimensions (i) none of which can exceed 200 cm; or (ii) which cannot exceed 300 cm for the sum of the length and the largest circuit measured in other direction than the length), accepted, sorted, transported and delivered in the manner ensuring:
  - a) direct acceptance of the Parcel from the Sender,
  - b) Parcel tracking from the moment of sending to the moment of delivery,
  - c) delivery of the Parcel within the guaranteed time specified in the Regulations or the contract signed with the Sender,
  - d) delivery of the Parcel directly to the addressee or the person authorised to collect it,
  - e) acknowledgement of receipt of the Parcel in writing or electronically.

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- 19) **COD Parcel** – the Parcel which can be collected by the Recipient only after he/she pays a fee which is then transferred to the Sender's bank account.
- 20) **Consignment of Goods** – items accepted for carriage on the basis of one Bill of Lading. The Consignment of Goods may not be the Postal Item (Courier Parcel) being the subject of the Postal Service as defined by the Postal Law. Consignment of Goods may consist of one or more Elements.
- 21) **Element** – individual packaging, constituting a single courier Parcel or a single Consignment of Goods or their parts. The Element is subject to § 5 § 8 of the Regulations. In case of Consignments of Goods the Sender and Recipient data placed on the Element must be identical to those on goods Consignment (including the Consignment letter) that includes these Elements, and thus an Element bearing different Sender and Recipient details than those included on the goods. Consignment the Element is part of will be treated, by the Operator, as a separate Parcel.
- 22) **Set of courier Parcels** – more than one Element that does not constitute, separately or jointly, a goods Consignment provided that these Elements are subject to the same order in the App, placed by a single Sender, which, as courier Parcels: 1) are sent jointly at the same time (an in particular collected by the Courrier at the same time), and 2) they are addressed to the same Recipient to the same Recipient's address, and 3) are delivered to the Recipient simultaneously.
- 23) **Parcel Service Point (POP or PaczkoPunkt)** – a premise in which one may send or collect the Parcel. The current list of the Parcel Service Points is available at: [www.inpost.pl](http://www.inpost.pl).
- 24) **Regulations** – these Regulations for the provision of postal and transport services by InPost Sp. z o.o.
- 25) **Application (or App)** - an online application for handling the Service (i.e. used to send and track the Parcels and manage the account), made available to the User free of charge after he/she registers the account on InPost Website whereas for retail Customer the Application is the Parcel Manager (PM).
- 26) **Mobile application** – dedicated for mobile devices (smartphones, tablets) the application called "InPost Mobile" downloadable with the use of the links available at <https://inpost.pl/aplikacja>, assisting the Sender or the Recipient in processes related to shipping and handling of the Shipment delivered by the Operator.
- 27) **Service (Services)** – transport services and postal services performed by the Operator.
- 28) **Postal Service** - a service consisting in accepting, transferring and delivering the Courier Parcels, excluding Parcels of the declared value, on the basis of the Postal Law.
- 29) **Transport Service** – a service consisting in accepting, transferring and delivering the Parcels other than the Postal Items, on the basis of the Transport Law.
- 30) **User** – a person having an individual account in the Application.
- 31) **Client** - a natural or legal person or an organisational unit without legal personality that orders the Operator to perform the service. The Client may be the Sender, the Recipient or a third person.
- 32) **InPost Fast Send** – functionality enabling one to order Parcel shipment as part of the Services without the need to register an account in the App, on principles set out in the Regulations, but with amendments introduced to the Service provision resulting from § 9a of the said Regulations.
- 33) **Website:** an Internet accessible website at <https://inpost.pl>, containing in particular Operator information, information about services provided by it, documents connected with the said services, including the Price List and Terms and Conditions, list of Parcel Service Points and Paczkomat Devices, and also contact forms, including complaint forms in case of failure to perform, or undue performance of service by the Operator.
- 34) **Primary Service:** Service consisting in acceptance, transport, handling and delivery of Parcels by InPost.
- 35) **Additional Services:** services offered by the Operator exclusively in connection with provision of the Primary Service,
- 36) **Services:** The Primary Service and all other services connected with the Primary Service (including Additional Services), provided according to the provisions of the present Terms and.

### § 3. Services provided. Timeliness of delivery

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- 3.1 The catalogue of postal Services provided only includes accepting, sorting, transporting and delivery of courier Parcels, excluding parcels with declared value, as defined by the postal Act. The Operator does not provide postal Services for shipments other than those listed in the preceding sentence.
- 3.2 If the Price List does not state other guaranteed term for the delivery of Parcels, the Operator delivers Parcels within a guaranteed period of 14 working days.
- 3.3 The Operator reserves that, depending on the catalog of Services provided by the Operator, they can be ordered by the Sender, including subject to the conditions specified in other contracts than these Terms and Conditions, through electronic tools or IT solutions, the list of which is available on InPost Website

## § 4. Price list of the services

- 4.1 Fees for the Services provided by the Operator are determined in the Price List valid as at the date the Parcel was sent.
- 4.2 The current Price List is available for each Client in every Parcel Service Point and on the Operator's website.

## § 5. Payment

- 5.1 According to the Sender's instructions the fee for the service is paid by:
  - 1) the Sender,
  - 2) the Client other than the Recipient or the Sender.
- 5.2 The Operator reserves the right to verify fees calculated for the performed Service. In particular, the Operator has the right to verify the weight and the size of the Courier Parcel or Element at each stage of the Service. Inconsistency of these data with information specified by the Sender provides the basis for a relevant change in the price of the performed Service, in accordance with the Price List.
- 5.3 For Business Clients the payment proceeds on the terms stipulated in the Business contract. For retail customers the payment is made in advance, after making a prior prepayment in the Application. In such a case, the fee is collected from the Retail Customer's account in the Application or under InPost Fast Send at the time of generating the Shipping Label or the Bill of Lading (subject to services ordered within inPost Fast Send using the Mobile Application, according to § 9a sect. 15 of the Terms and Conditions). The Retail Customer may top up the account in the Application (make a prepayment) only using the electronic payment system (transfer, debit card and other cashless payment methods). The top-up amount may be used only for the services specified in the Application, but at the request of the Retail Customer, the amount he or she has paid will be returned, subject to a commission in the amount of 1.9% being collected for the service of refunding any unused funds to the Retail Customer's indicated bank account. The commission indicated in the previous sentence is not collected from Consumers. At the Retail Customer's request, the owner of the Application (Parcel Manager), InPost Sp. z o.o. based in Krakow at ul. Wielicka 28, 30-552 Kraków, will issue a VAT invoice for the amount of the top-up made by the Retail Customer.

## § 6. Operator's rights

- 6.1 The Operator reserves the right to refuse to sign the contract for the provision of the Service and to withdraw from such contract, if at least one of the following circumstances occurs:
  - 1) The Sender does not meet the requirements for the provision of the Services specified in the Postal Law and in the regulations issued on its basis (for the Postal Service) or the Transport Law (for the Transport Service) as well as in the Regulations;

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- 2) if the Sender is in arrears with payments to the Operator, the Operator reserves the right to deduct all due receivables from the amount collected from the Recipient under the provisions of the present paragraph. The Operator shall notify the Sender about the deduction.
  - 3) the content or packaging of the Consignment exposes third parties or the Operator to damage;
  - 4) there are inscriptions, images, drawings or other graphic signs on the packaging of the Shipment or in the visible part of its content that violate applicable provisions of law;
  - 5) The Service should be performed in whole or in part in an area not covered by an entry in the register of postal operators kept by the President of the Office of Electronic Communications, unless the Operator has concluded a cooperation agreement enabling the Service to be performed outside this area, or in an area other than specified in § 1.3 of the Regulations;
  - 6) receipt or handling of the Shipment is prohibited by separate regulations.
- 6.2 Moreover, the Operator reserves the right to:
- 1) refuse to sign the contract for the provision of the Service if the Parcel does not meet conditions required by the Operator in order to sign the contract;
  - 2) withdraw from the contract for the provision of the Service if the Parcel does not meet the conditions specified in such contract;
  - 3) refuse to accept the Parcels containing items listed in § 6 passage 4 of the Regulations,
  - 4) terminate the contract without notice, shall the Sender or Client, who is a Business Client, conduct business activities in form of paid sending, based on agreement with Operator, of parcels of third parties,
- 6.3 If the Operator withdraws from the contract for the provision of the Service for reasons specified in § 6 passage 1 or § 6 passage 2 item 2 of the Regulations, the accepted Parcel is returned to the Sender at his/her expense and the fee paid for the Service is reimbursed.
- 6.4 It is unacceptable to put in the Parcel items forbidden by applicable laws, including the Postal Law, the Transport Law and relevant regulations of the Universal Postal Union, as well as:
- 1) objects obtained through criminal activity,
  - 2) money, securities, other payment documents,
  - 3) valuable objects (jewellery, works of art, antiques, numismatic items, etc.),
  - 4) firearms that may not be purchased and used only after obtaining the permit or the registration card according to generally applicable law, including the Act of 21 May 1999 on Firearms and Ammunition for Firearms, Ammunition and Other Explosive or Flammable Materials (including Firearms, as defined by Article 4, passage 1 of the Act of 21 May 1999 on Firearms and Ammunition excluding: bobby pistols, starting pistols and alarm pistols, as well as ammunition for these guns, if they are firearms as defined by this Act and if the Sender delivers to the Operator documents required by this Act before sending such Parcel, and meet other conditions for the implementation of such service),
  - 5) ammunition, excluding scare cartridges not larger than 6 mm,
  - 6) chemically and biologically active objects,
  - 7) explosive, flammable, oxidising, irritating, aggressive, allergic, carcinogenic, mutagenic substances and substances having harmful effect on reproduction capacity that may endanger people's health and life or may cause damage to the Operator's property,
  - 8) other items whose properties may constitute hazard to the health of people who handle them, or items that may damage or destroy other Parcels
  - 9) drugs, psychotropic substances and new psychoactive substances, the so-called "designer drugs",
  - 10) hemp and hemp products - except for fibrous hemp (*cannabis sativa sativa*) and derivative hemp products (including hemp fiber products) for which the level of THC concentration is below 0.20%,
  - 11) perishable goods,
  - 12) products and articles requiring specific transport conditions (including those that release the scent or liquid),

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- 13) dead or living animals and plants,
  - 14) human corpses, human or animal organs, and human or animal secretions or tissues;
  - 15) tobacco products, including tobacco and cigarettes, e-cigarettes and their parts.
    - given that the above specification is not exhaustive. In addition, it is unacceptable to put in the Parcel any other objects not mentioned above which, according to the Operator, may not be transported safely or legally, unless the Operator will bring this matter to the attention of the Sender (Client) prior to accepting the Parcel. Detailed duties of Sender concerning the unacceptable Parcel content are available in the document entitled Preparation and packaging rules for InPost parcels, the updated version of which can be found on InPost Website. In the case of a justified suspicion of that the Shipment is the subject of a crime or its content is a threat to people or to the environment, the Operator promptly notifies competent entities as well as retains and safeguards the Parcel until the time of these entities' visual inspection. In any other cases, the Operator has the right to refuse the attempted delivery of the Parcel with unacceptable content to the Recipient, and make the return thereof to the Sender, for a fee as specified in the Pricelist.
- 6.5 Acceptance of the Parcel by the Operator from the Sender does not give rise to the presumption of compliance of its content with these Regulations. In case there is a reasonable suspicion that the Parcel does not meet the requirements referred to in these Regulations, including in items 6.1 and 6.4 of the Regulations, the Operator may, subject to relevant regulations, check the content of the Parcel at each stage of the Service, also prior to accepting such Parcel, and then decide to refuse to accept the Parcel, accept the Parcel for implementation or withdraw from the contract and stop to provide the service and return the Parcel to the Sender at his/her expense, according to the Price List, and, in exceptional and justified situations, the Operator may, in accordance with relevant regulations, destroy the content of the Parcel, especially if it constitutes a threat to people or other Parcels. In the event of the withdrawal from the contract and interruption of the service provision the fee for the Service will be credited towards a fee due to the Operator for returning the Parcel to the Sender. Verification of the Parcel is made in presence of the Sender or, if this is not possible, persons invited by the Operator, in line with the provisions of the Postal Law or the Transport Law, as well as implementing regulations issued on their basis. The verified Parcel is marked with a special label.
- 6.6 In a situation, when the content or a defective packaging of the Parcel resulted in:
- 1) content of the Parcel or call relevant services having specialist tools for liquidation, disposal or protection of the content of the Parcel inconsistent with the Regulations in a situation, when such protection is necessary for further work of employees of the Operator during displacement, transport, sorting and delivery of the Parcel,
  - 2) a physical injury of the Operator's employee that resulted in health impairment of this employee, or interruption of work performed by him/her in order to receive medical treatment,
  - 3) the need to evacuate employees from the building or rooms of the Operator, or the need to permanently or temporarily withdraw means of transport (including vehicles) transporting the Parcel from service, as well as tools used for transport, delivery or storage of this Parcel,
  - 4) damage in the process of movement, transport, sorting or delivery of the Parcel of another Sender,
- the Operator imposes on the Sender other than the Consumer a contractual penalty fee in the amount of PLN 99.00 (in words: ninety PLN) for the first Parcel that causes any of the events indicated in items 1-4 above and a contractual penalty fee in the amount of PLN 999.00 (in words: nine hundred ninety nine PLN) for each subsequent Parcel that causes any of the events indicated in items 1-4 above in the period of one year from causing such event or events by the first Parcel, whereas the Sender will be additionally obliged to cover any costs paid by the Operator in connection with the need to protect and liquidate the Parcel. Reservation of the aforementioned contractual penalty fees does not exclude the Operator's right to claim compensation for damages exceeding the stipulated contractual penalty on the general terms.

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- 6.7 Regardless of the provisions of § 6 passage 6 of the Regulations, each Sender is obliged to reimburse damages caused to the Operator as a consequence of improper packaging of the Parcel or as a result of its unacceptable content, in particular, if an improper packaging of the Parcel or its unacceptable content resulted in the at least one event referred to in § 6 passage 6 item 1-4 of the Regulations. The Sender bears responsibility for the above damage on general terms.
- 6.8 In the event that the packaging of the Parcel is damaged to an extent that may cause further damage to the Parcel or a loss of its content, the Operator - in order to continue the service - may protect the Parcel against further damage or loss. The Operator draws up a record of the aforesaid activity. If the damage to the packaging of the Parcel is so far-reaching that it renders the continued performance of the service impossible for the Parcel, the Operator will contact the Sender by e-mail, providing information on the extent of the damage, as well as the record of its securing activities. The message will also contain a request for further instructions from the Sender concerning the Parcel. If these instructions are not received from the Sender within 3 business days from the date of delivery of the above-mentioned e-mail, the Operator will return such a Parcel to the Sender, subject to the terms set out in the Regulations.
- 6.9 The Operator is entitled to put a lien on Parcels to secure claims resulting from the provided Service, as well as reasonable additional costs of the Service arising for reasons controlled by the Sender or the Recipient. The above provision does not apply if the Recipient is a public authority.

## § 7. Acceptance of the Parcels

- 7.1 The Parcel may be accepted for transportation (to be transferred and delivered) on the basis of a prior notification made using the Application or the InPost Fast Send (with reservation of provisions of § 9a) as follows:
- 1) at the Parcel Service Point (subject to restrictions related to handling data of the Shipment size categories and providing additional services at POP),
  - 2) in a Parcel Locker Paczkomat (save for limitations connected with characteristics of the respective Parcel Locker Paczkomat; the sending Option if not available as part of the Price List framework for Business Client),
  - 3) in a Branch – only if the Business Agreement directly indicates so,
  - 4) after collecting the shipment by the Courier at the address indicated by the Sender, subject to sect. 7.12 below.
- 7.2 Subject to section 7.4 below, the day of sending the Shipment through a Parcel Locker Paczkomat, POP or Branch is the working day when this Shipment is put or transferred to the Operator by the Sender in the aforementioned places (and if this day is not a working day, the day of shipping is the next working day Directly after this non-working day when the Shipment was put or transferred to the Operator), provided that placement of the Shipment in Parcel Locker Paczkomat or its transfer in a POP or Branch occurred on the particular day until the so-called limit hour, according to the table below:

Zone "A"	until 16:00
Zone "B"	until 15:00
Zone "C"	until 14:00
Zone "D"	until 13:00

- 7.3 The division into zones indicated in the table in section above depends on the location of Parcel Locker Paczkomat, POP or Branch where the Sender has located or transferred the Shipment and the postal (zip) code assigned to this location. The Sender - using the InPost Website- may verify the zone with the location of the Parcel Locker Paczkomat, POP or Branch, where they want to place or transfer the Shipment to the Operator. The Operator reserves right to change the zip code scopes assigned to the given zone, indicated

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on the above website, and they shall notify about this fact on the above mentioned site at least 10 days before the planned change, and this change will not be regarded as an amendment to these Terms and Conditions. Due to the above, the Operator recommends the Sender wanting to transfer the Shipment within the above specified limit hours to verify the zone with the location of the Parcel Locker Paczkomat, POP or Branch which they want to transfer the Shipment to.

- 7.4 Any shipments sent on the given working day in an Parcel Locker Paczkomat, POP, or in a Branch may not be transferred for further movement on this day when the shipping has been made after the limit hour as specified in sect. 7.2 above, resulting from the location of the Parcel Locker Paczkomat, POP or Branch. Any Shipments sent on the particular day after the limit hour resulting from the location of the Parcel Locker Paczkomat, POP or the Delivery Branch that at the same time have not been forwarded by the Operator for further transfer on that day will be treated as shipped on the following working day.
- 7.5 If the Sender and the Client are two different persons, the Sender acts on behalf of the Client.
- 7.6 The condition for sending the Parcel is its correct addressing, in accordance with the specimen made available to the Sender in the Parcel Service Point, by the Courier, in the Application, or through the InPost Fast Send Form. The Sender is also responsible for selecting the method of sending the Shipment, taking into account 1) the weight and dimensions of the respective Shipment, 2) the scope of ordered additional services and 3) restrictions on the place of sending or collection (Paczkomat, POP) in the scope of the above points. 1) & 2), if these restrictions were listed by the Operator at the InPost Website before commissioning the Service with Operator.
- 7.7 The correctly addressed Parcel contains in particular:
- 1) correct address data (street, no. of building/premise, postal code, as well as town) and contact data (phone number and, optionally, e-mail address) of the Sender;
  - 2) correct address data (name/full name, street, no. of building/premise, postal code, as well as town) and contact data (phone number and, optionally, e-mail address) of the Recipient;
  - 3) information regarding the Parcel (size, weight, value, as well as special information about its content).
- 7.8 The Sender declares that:
- 1) it is familiar with the catalog of prohibited items that may not be included in the Parcel under applicable law and the provisions of § 6.4 of the Regulations above,
  - 2) it will not include items that are prohibited under applicable law and Regulations in the Parcels, nor will it use the services of the Operator for their transport,
  - 3) the data of the Sender and the Recipient of the Parcel entered by it will be true and correct,
  - 4) it is aware that providing untruths and misrepresentation as to the content of the Parcel and the data of the Sender and Recipient of the Parcel, as well as the submission of a Parcel containing prohibited items under applicable law and the Regulations, may lead to the necessity to incur legal liability on this account, including criminal liability.
- 7.9. The Parcels is accepted after the address data indicated on the Parcel, their compliance with the Bill of Lading or Parcel Label and the possibility to perform the Service are positively verified by the Operator (the Courier, an employee of the Branch or an employee of the Parcel Service Point). Verification of the possibility of delivering the parcel without destroying or damaging its contents is made only on the basis of the parcel's properties, that can be seen from the outside of its packaging.
- 7.10. Confirmation of the contract for the provision of the Service is, in particular the Bill of Lading issued by the Operator, which may also be an electronic transmission, computer printout or another document applied by the Operator, containing data set out in these Regulations and legal regulations.
- 7.11. . The value of the Shipment indicated by the Sender (Principal) may not exceed its normal value and should be confirmed by appropriate evidence (e.g. invoices, bills or other documents). In the case of Senders who are not Consumers, items and any materials with a value exceeding the amount of PLN 200 (say: two hundred zlotys) or whose loss or damage could result in a claim exceeding this amount may not be sent in



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Shipments other than a Shipment with the purchased Additional Insurance Protection service. In the event of failure to purchase the Additional Insurance Service of the Shipment by the Sender (Principal), any liability of the Operator related to the provision of the Postal Service or the Transport Service shall be limited to PLN 200.

7.12. The Sender can use the option of sending a Shipment through a Courier (also determined as a Shipment Courier Pick-Up or Courier Delivery). The Operator provides the above service on the terms specified in the following points:

- 1) In order for the Operator to start performance of the above service, it must be ordered through the Application on a working day and before the limit time, as stipulated for the particular zone according to the table specified in sect. 7.2 above,
- 2) The hours specified in the table in sect. 7.2 above are the limit hours for the Sender to place Courier Shipment Pick-Up orders in the Application. If the Sender places a Shipment Courier Pick-Up order in the Application after the limit hour for the zone in which the collection is to be made, this collection will occur on the following working day,
- 3) The day of sending a Shipment collected by the Courier is:
  - a. the working day when the Sender placed the Shipment pick-up order before the limit hours, according to item 2 above, or
  - b. the working day following the working day when the Sender placed the Shipment pick-up order, if the Sender placed this order after the limit hours, according to item 2 above, or
  - c. the working day of directly following the non-working day when the Sender placed the Shipment pick-up order,
- 4) The division into zones indicated in the table in sect. 7.2 above depends on the Shipment Courier pick-up location and the postal (zip) code assigned to this location. The Sender can determine the zone for the given collection place using the website indicated in section 7.3 above, and the information indicated in this section, concerning changes in the code scopes for the particular zone and the recommendations for the Sender regarding their each-time verification shall apply respectively in the case of ordering the courier pick-up service,
- 5) Courier pick-up orders can be placed by the Sender only on working days. The pick-ups will occur only on working days,
- 6) Shipments are collected by the Courier on a working day, according to the Sender's order in the Application. After the order has been placed, the Shipment will be collected on the working day when the Order is to be realized, subject to item 8 below,
- 7) The limit hours specified in the table in sect. 7.2 above shall not apply to fixed courier pick-ups determined by the Operator with the Business Client, by way of a separate contract, not being the single courier pick-up service as described in this section,
- 8) If the Operator could not collect the Shipments on the particular day due to reasons attributable to the Sender, in the event of force majeure, or in the case of violation of the provisions of the Terms and Conditions or the law, the collection will be made on the next working day after the aforementioned reasons cease. If the collection is not possible again on this next day for the above indicated reasons, the pick-up order will be canceled and, for the next Courier pick-up, the Sender is required to place an order for the service described in this clause again.
- 9) Any Shipments received must comply with the conditions specified for the Shipments in the Terms and Conditions,
- 10) The price for the service described in this section is included in the Pricelist or a separate contract with the Business Client,.

7.13 The above described service of sending the Shipment through the courier is included in the price for the Shipment, if the Sender orders 5 (five) or more Shipments or Elements at once, provided that the Shipments sent on the basis of these Terms and Conditions of providing postal and carriage by InPost Sp. z

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o.o. sum up with the shipments sent based on the current Terms and Conditions of providing the "Paczkomat 24/7" service by InPost Sp. z o.o. (referred therein to as "Paczkomat 24/7").

## § 8. Package and dimensions of the Parcel

- 8.1 The Sender is responsible for the quality of the packaging of the Parcel as appropriate for its content.
- 8.2 The Sender is obliged to properly wrap the Parcel, as well as send it in a condition allowing it to be correctly transported, ensuring that it will not damage other items during transportation, as well as be taken over without defects and damages. The shipping Label should be placed on the Parcel in a way that makes its falling or accidental peeling off impossible. In particular, the packaging should:
- 1) be accordingly closed, in a manner preventing access to the content of the Parcel;
  - 2) be accordingly resistant, as appropriate for the weight and the content of the Parcel.
  - 3) have internal protections, preventing the content of the Parcel from moving;
- Detailed duties of the Sender and rules for securing Parcel contents and packaging of Parcels are available in the document entitled Preparation and packaging rules for InPost parcels, the updated version of which can be found on InPost Website
- 8.3 The Element weighing more than 30 kilograms, whose movement, due to its size, requires the use of specialised equipment (such as forklifts, electronic or hydraulic hoists) should be placed on a pallet that enables to be moved with the use of this equipment. Any Elements weighing more than 50 kilograms must be placed on a pallet and attached to it in a manner preventing the Element from being separated from the pallet during movement (transportation).
- 8.4 The maximum weight and dimensions for the Parcels are determined in the Price List. Shall the total weight of goods Consignment consisting of a set of Elements not exceed 20 kilograms, and the total dimensions of such Parcel will not exceed 200 cm or 300 cm for the sum of its length and largest circumference, as measured in a direction different from its length, the Operator will treat each of its Elements as separate Parcels if: 1) the agreement with Sender, or 2) the character of services provided for these Parcels do not state that these are transport Services.
- 8.5 A non-standard Package Parcel, where one of its dimensions exceeds 120 cm, or the sum of its dimensions (the length +the width +the height) exceeds 220 cm. A non-standard Package is also Parcel Elements with a round, cylindrical, or oval shape, with irregular shapes, or with protruding parts, as well as the Elements that are connected with multiple single packages, without external protection in the form of a carton. A non-standard Package is not a long package. The Price List may determine exceptions from classifying a Parcel as a non-standard Package.
- 8.6 A large Parcel is an Element which the overall weight is greater than the actual weight. In the case of such an Element, the dimensions and weight of a large - volume Package – for the operational purposes -are - specified on the basis of the volume weight, calculated according to the formula: the length (cm) x the width (cm) x the height (cm) of the Package / 6000 The Operator reserves the right to charge, according to the Price List, an additional fee for classifying a large - volume Package, and for a volume weight, or for each started kilogram of a volume weight with a volume weight of more than 50 kg, and if the volume weight exceeds 70 kg, the Operator shall classify and price such a Package as a Palette Parcel (Standard Pallet Service, according to the Price List). The provisions of this section do not apply for service provision contracts concluded by the Operator with Customers.
- 8.7 A long Package is a Element handled domestically, and the length of its longest side exceeds 200 cm. The Operator has the right to charge an extra fee for a long package for each started metre of this Parcel's length exceeding 200 cm, and the maximum length of a long package cannot exceed 350 cm and the

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weight of a Element cannot exceed 30 kg. The provisions of this section do not apply for service provision contracts concluded by the Operator with Customers.

- 8.8 When determining the weight the rule of electing higher of the following weights of Element: actual, oversize or long, applies. The higher weight will determine the price due for the Service provided for such parcel.
- 8.9 The circumstance of charging the fees for Parcels as indicated in Section 8.5-8.7 above, shall not exclude the Operator's rights to charge fees specified in the Price List for Courier Parcels and Elements, which the weight and dimensions declared by the Sender (who is not a Consumer) are inconsistent with the actual weight and dimensions verified by the Operator.
- 8.10 In the case of a Parcel being sent in the manner specified in the price list of Retail Consumers above the dimensions and weight of this individual Element must fall within the following categories:

	Minimum height of the Parcel (in mm) along with packaging	Maximum dimensions of the Parcel (in mm) along with packaging (height x width x length)	Maximum weight of the Parcel in kg
Size „A”	1	80 x 380 x 640	25
Size „B”	81	190 x 380 x 640	25
Size „C”	191	410 x 380 x 640	25
Size „D”		500 x 500 x 800	25

- 1) In case where the Sender, within the size category of Acceptable Parcels, in accordance with the table indicated in paragraph 1 above, gave the Operator a Parcel in a category of other dimensions than the dimensions for the category declared in the Application or through InPost Fast Send by the Sender for this Parcel, the Operator may charge the Sender, who is not a Consumer, with an additional fee which is set in the Price List for verification of the weight and dimensions of the Parcel. In addition, in case in which the forwarded Parcel has a category of higher dimensions than the dimensions for the category declared by the Sender in the Application or through InPost Fast Send for this Parcel, the Operator has the right perform the service on such Parcel according to the price rate corresponding to the actual dimensions of the Parcel, verified in accordance with the preceding sentence. In case where the forwarded Parcel has a category of lower dimensions than the dimensions for the category declared by the Sender in the Application or through InPost Fast Send for this Parcel, the Operator can perform the service on such Parcel in accordance with the price rate corresponding to the category declared by the Sender in the Application or through InPost Fast Send for this Parcel, however this provision does not apply to Consumers to whom the Operator will be obliged to return the difference between the price rate corresponding to the actual dimensions of the Parcel and the price for the size category of this Parcel declared by the Consumer as the Sender; The Operator will refund this difference to the balance of the Consumer being the Sender, available as part of his account in the Application and for InPost Fast Send in the way prescribed by §9a.
- 2) The maximum dimensions of Parcel Locker Parcels sent in the Parcel Locker Paczkomat are shown below:

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- 3) In the case of Parcel for Parcel size categories "A" and "B", the height of the Parcel is its shortest side, and in the case of Parcel for Parcel category "C", the Parcel height is an average length side, i.e. side that is neither the shortest nor the longest side. The drawings shown are exemplary.
- 4) If the Parcel exceeds the dimensions of 250x400x480 (in millimetres) or the weight of 7 kilograms, and its sending Parcel Locker is a Robomat Device, this Parcel cannot be sent in a Parcel Locker, but can be dispatched in the POP where the Robomat Device is located at.
- 5) Sending Parcels for the size category "Size D" (as listed in Price List for retail Customers, which maximum dimensions, including packaging (height x width x length) are 500x500x800) is only possible through Parcel Service Point or with an InPost courier. This size category parcels cannot be sent through Parcel Locker Paczkomat.
- 6) In case of exceeding the maximum permissible weight (25 kg) the Operator will charge a Sender, who is not a Consumer, 1) an additional fee for "verification of mass and dimensions of Parcel", and 2) additional fee for treating such parcel as oversize parcels, as set out in the Price List (whereas the "oversized parcel" is understood as the Courier Parcel or Element that has an actual weight or dimensions in excess of what is the maximum value for the set service).
- 7) If the "oversize parcel" exceeds any of the maximum dimensions of 500x500x800 mm (height x width x length) or the weight of 30 kilograms the Operator will charge the Sender that is not a Consumer – independent from other fees and charges listed above – an additional fee, as set in the Price List.
- 8) The Sender, dispatching a Parcel in a Parcel Locker Paczkomat follows the instructions and the path of action published at: <https://inpost.pl> and directly displayed on the Parcel Locker Paczkomat screen or in the Mobile App (in case of Mobile Application users). In case of Appkomat Device the Parcels can only be sent through the Mobile App, or with use of the barcode scanner.

## § 9. Delivery of the Parcel

- 9.1 A manner in which the Parcel is delivered is indicated by the Sender, selecting one of possible options:
  - 1) delivery to the designated address;
  - 2) delivery to the Parcel Service Point (personal collection).
- 9.2 The Operator provides an additional service for Business Consumers on the national network including delivery of the oversized Parcels on business days until a full hour determined by the Sender (10.00, 12.00 or 17.00). The Parcels are delivered only between 9.00 a 17.00. In the case of the Parcels which are to be delivered till 12.00 delivery is possible only in selected towns. The Parcels to be delivered between 12.00 and 17.00 are delivered nationwide. There is also the option of ordering additional service (for the till 10:00 or 12:00 to 17:00 delivery services) – Set hour delivery – where the Operator will perform the service in the time interval of 30 minutes preceding the set hour.

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- 9.3 The Operator provides an additional service implemented for the Parcels delivered to the Addressee, also on Saturdays. The Service performed only for the Parcels sent by the Senders on Friday to cities with branches of the Operator's courier network, whose list is available at [www.inpost.pl](http://www.inpost.pl).
- 9.4 As a matter of principle, the Operator delivers the Parcels against a receipt directly to the Recipient or other person authorised to collect the Parcel, to the address indicated on the Bill of Lading. In the case of the Postal Service, the Parcel may also be delivered to an adult household member or to other persons authorised to collect the Parcel, in accordance with the provisions of the Postal Law.
- 9.5 The Addressee, after prior agreement with the Operator, may order delivery of the Parcel also to the Parcel Locker Paczkomat or to a place other than indicated in the Bill of Lading. In the case of a place different than indicated in the Bill of Lading, address data defined in the Bill of Lading with regard to postal code, town and street (yard, avenue, housing estate) will not change. In the case of the Consignment of Goods the place of delivery may be changed by the Addressee, unless the Sender reserves otherwise in the Bill of Lading. A different place of delivery may be agreed with the Operator by an individually generated access code to the Operator's website, where the Parcel may be managed in a manner consistent with the content of these Regulations.
- 9.6 In the case of:
- the absence of the Recipient during the delivery of a Parcel,
  - the absence of the person authorized to collect the Parcel according to section 9.4 above,
  - the Recipient or any person authorized to collect the Parcel, according to section 9.4 above, not having the ready payment for collection (COD), which prevents the delivery of the Parcel with the collection option,
- Operator - subject to paragraph 9.7 below - will attempt to contact the Recipient by phone to arrange a second delivery attempt on the same day. If the Recipient cannot be contacted or the Parcel cannot be delivered on the same day, the Operator will make a second attempt to deliver the Parcel on the next business day, and in the absence of the Recipient on the second delivery attempt, the Operator will leave an information at the delivery address (so-called notification) or notify the recipient via SMS or e-mail or in the Mobile Application (for users of the Mobile Application), that he may receive the Parcel within the next 3 business days in the place and time specified by the information included in notification.
- 9.7 Throughout the period of November and December (if the Parcel is delivered during this period), in case referred to in paragraph 9.6 point 1-3 above, the Operator, after the first attempt of delivery, will leave information (so-called notification) or notify the recipient via SMS or e-mail or in the Mobile Application (for users of the Mobile Application) that he may receive the Parcel within the next 3 business days in the place and time specified by the information included in notification.
- 9.8 The verification of Recipient in situations described in sections 9.6 & 9.7 takes place, as appropriate, based on notification or the phone number and code sent by the Operator, with the provision that at POP the Recipient verification takes place exclusively on the basis of Shipment number, phone number and the code sent by the Operator (the scope of the aforementioned data to be provided will in each case be determined by the Operator during collection of the Shipment).
- 9.9 A condition for detention the Advance Parcel, referred to in paragraph 9.6 and 9.7, is providing correct contact details of the Recipient, referred to in paragraph 7.4 point 2.
- 9.10 The period of detention of the Parcel advised in the designated Parcel Service Point on the terms set out in paragraph 9.6 point 1-3 and 9.7 above, amounts to another three (3) business days, counting from:
- the second attempt to deliver – In the case referred to in paragraph 9.6 above
  - the first attempt to deliver - In the case referred to in paragraph 9.7 above. After the expiry of the aforementioned period for the reception of the Parcel, amounting to 3 business days, the Operator shall return the Parcel not taken by the Recipient to the Sender according to the rules specified in § 10 of the Regulations.

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- 9.11 The return of the Parcel takes place also in the case of the Recipient's refusal to accept the Parcel or the wrong address of the Recipient.
- 9.12 The undelivered Parcel is deemed lost if delivery or notification on the attempt to deliver it or the possibility to retrieve it in the Parcel Service Point is made within 30 days from the date of shipping.
- 9.13 The Parcel delivered to the Parcel Service Point or notified in the Parcel Service Point may be collected during its operating hours. Opening hours of the Parcel Service Points are available on InPost Website. The above website also contains information on the maximum dimensions of the Shipments that can be accepted from the Sender at the POPs, and information on the inability to provide additional services through these POPs.
- 9.14 The Parcel is handed over only after the entire fee is paid.
- 9.15 A delivery receipt for the Parcel may be provided in writing or electronically. Delivery of the Parcel is confirmed by the Recipient (or other authorised person) by a handwritten, legible signature.
- 9.16 A delivery receipt for the Parcel confirms the receipt of the payment for the COD Parcel by the Operator and constitutes a payment confirmation for the Recipient.
- 9.17 Subject to the imperative provisions and existing principles concerning submission of complaints (§ 14 of the Regulations), any objections concerning the provision of the Services or the condition of the Parcel should be described by the Recipient at the moment of accepting the Parcel on receipt confirmations for the Parcel applied by the Operator.
- 9.18 The Operator does not deliver Parcels to Post Office Boxes of Poczta Polska S.A.
- 9.19 The Operator, under helpline numbers (722-444-000 or 746-600-000, costs depend on provider) may provide, in particular, information about the status of a Shipment and any Services performed on a Shipment. In the authentication process, the Operator may request the interlocutor to specify, in particular, such data, as his or her first name, surname, company name (if applicable) as well as the telephone number or the e-mail address linked to the Shipment, number of the Shipment Label, Shipment's shipping number and Shipment collection code.
- 9.20 The Buyer, before receipt of the Shipment, may obtain information on who is the Sender of this Shipment. It is not possible to provide such information to the Recipient, if, before it is transferred to the Recipient, the Sender requested the Shipment to be returned before it has been delivered, or has made a change of the previous Recipient before receiving the Shipment. In addition, the Recipient may obtain information about the last name or name of the sender of any Shipment which has been returned to the Sender due to not being received in due time by the Recipient. The Operator allows the above information to be provided to third parties (not being the Sender or the Recipient) only in cases specified by regulations of the commonly binding law.

## § 9a InPost Fast Send

- 9a.1 Operator, within the InPost Fast Send functionality, enables the Retail Customers to order Parcel shipment service without the need to open a MP account, and on principles set out in the Regulations, but with amendments in the service, as set out in the present paragraph.
- 9a.2 InPost Fast Send can be used through the form available at: [https://inpost.pl/szybkie\\_nadania](https://inpost.pl/szybkie_nadania) (hereinafter "Form"), and from the Mobile Application, on the terms specified in section 9a.15 below.
- 9a.3 Provisions of the Regulations concerning the App, including App functionality and the elements of service provided with use of App, shall not be applicable to the InPost Fast Send.
- 9a.4 Cash on delivery services are not part of the InPost Fast Send.
- 9a.5 Courier Parcel collection service is not part of the InPost Fast Send.
- 9a.6 Fee for InPost Fast Send ordered service is set out in the Price List.
- 9a.7 Within InPost Fast Send, the Parcel is insured with Additional Insurance Service up to PLN 5 000, within the price of the Service ordered under InPost Fast Send.

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- 9a.8 When ordering the service through the InPost Fast Send the Sender is obliged to provide the following details of Sender and Recipient: name and surname, e-mail address, mobile phone number. The Sender is responsible for provision of erroneous details.
- 9a.9 The return of a Parcel sent through InPost Fast Send shall be to the sending Parcel Locker Paczkomat, POP or Branch servicing the said Parcel Machine or POP.
- 9a.10 The fee for the Service ordered by InPost Fast Send is deemed paid, if the Sender, through the form or the Mobile Application (in the case described in section 9a.15 below), makes the payment for the given Shipment in accordance with the current Pricelist. The payment cannot be made at the Parcel Locker Paczkomat when sending the Shipment or in POP.
- 9a.11 The Shipment commissioned to be sent by InPost Fast Shipments may be paid for only in advance, at the time of finalizing the ordering of the InPost Fast Shipments service in the Form or Mobile App (in the case described in section 9a.15 below), through the payment administrator (and payment methods made available by it), with whom the Operator has an appropriate contract to support the payment process.
- 9a.12 If the shipping label is not used when its validity term expires, also within the validity term extended at the request of the Sender, the Operator, through the payment administrator (mentioned in sect. 11 above), returns, at the request of the Sender, an amount equal to the amount collected when ordering the Paczkomaty 24/7 service, through InPost Fast Send. The return shall be made within 14 days counted from the next day after the day when the Sender reported the return request.
- 9a.13 The VAT invoice will be issued, if the Retail Customer chooses the respective "check-box" field in the Form. The VAT invoice will be sent to the Sender's e-mail address indicated thereby in the Form or the Mobile Application (in the case described in section 9a.15 below).
- 9a.14 Provisions of the item 12 shall apply to returns of all other payables collected for the Service ordered through the InPost Fast Send.
- 9a.15 The Operator also allows the Retail Customers who use the Mobile Application to order Parcel shipment under the Service in the scope of InPost Fast Send functionalities, and through the Mobile Application, on the terms specified in this paragraph, but subject to the following provisions:
- 1) Instead of the Shipping Label, after the end of ordering the Service using InPost Fast Send, the Retail Customer receives a 9-digit shipment code in the Mobile Application, which must be specified when shipping the Parcel in an Parcel Locker Paczkomat (also using a QR code reader, if the particular Parcel Locker has such a functionality), in order to send it; in the above mentioned case, the provisions of the Terms and Conditions concerning the obligation to apply the label shall not apply;
  - 2) when ordering the Service using InPost Fast Send through the Mobile Application, the Operator makes additional forms of payment available in this Mobile Application for ordering such a service, each time specified in this Application.

## § 10. Missed Parcels

- 10.1 Any returns of uncollected Parcels or such that cannot be delivered or returned in connection with the withdrawal from the provision of the Service shall be paid for in the amount equal to the sum due for the Principal Service for sending the parcel, if the Price List does not otherwise provide for it.
- 10.2 Returns of uncollected Parcels are directed to:
- 1) to the Paczkomat Device, where the parcel was dispatched from,
  - 2) to the Parcel Point where the Parcel was sent, and if such a Point does not perform delivery of Parcels (in accordance with the information about this Parcel Point available in the list of such points on the Website), to the Parcel sender's address, in accordance with item 3 below,
  - 3) to the address of the premises or the headquarters of the Sender from which the Courier collected the Parcel - in the case of sending the Parcel via InPost Courier .

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- 10.3 The return of a non-collected Parcel sent without a label is directed to the Paczkomat Sending Device or to the address agreed between the Operator and the Business Customer.
- 10.4 Collection of the returned Parcels by the Sender, with mediation of the Paczkomat Device, shall follow principles that are equivalent for these for the delivery of Paczkomat 24/7 parcels, as specified in the Terms and Conditions of the „Paczkomat 24/7” service, by InPost sp. z o.o., whereby in a case referred to in section. 1 items 1) and 2) above, the delivery provisions specified in §8 sec. 1-8 of the above Terms and Conditions and § 9 sec. 3, 4, 6, 8, 9, 11-13, 15, 16-27, 29 of the above Terms and Conditions shall apply accordingly (but in case of lack of collection of returned Parcel by the Sender within the deadline specified in §8 the sec. 5 below shall apply)
- 10.5 In a case referred to in sec. 1 item 3) above the principles of delivery specified in the present Terms and Conditions, including § 9.4, 9.6 – 9.10, 9.13, 9.15 thereof, shall apply accordingly.
- 10.6 Uncollected Parcels, that will not be collected by Sender pursuant to sections 10.3 & 10.4 above, are non-deliverable as parcels.
- 10.7 In case of lack of address on the Parcel the Operator will attempt to establish this address based on the content of such Parcel, and pursuant to relevant provisions of applicable law.
- 10.8 Business Customers, who have concluded a Business Agreement with the Operator providing for the collection of the returned Shipment on the terms specified in the Terms and Conditions may receive returns directly to their business address, however, this service is subject to additional payment. In this case, the return is payable in the amount of the basic value of the Parcel fee.

## § 11. Responsibility of the Operator

- 11.1 The Operator's responsibility for non-performance or undue performance of the Postal Service is regulated by the provisions of the Act of 23 April 1964 - Civil Code (Dz.U. of 2017 item 459, with later amendments, hereinafter referred to as: "Civil Code"), unless the following regulations resulting from the Postal Law or the Transport Law provide otherwise.
- 11.2 The Operator is responsible for default or improper performance of the Service, unless non-performance or undue performance takes place:
  - 1) force majeure event;
  - 2) for reasons attributable to the Sender or the Recipient, and to the Operator;
  - 3) due to the Sender's or the Recipient's violation of legal provisions or the Regulations;
  - 4) due to the properties of the content of the Parcel.
- 11.3 When referring to one of the reasons indicated in § 11 passage 2 item 1-4 of the Regulations, the Operator provides a proof of its occurrence.
- 11.4 The Operator is responsible for non-performance or undue performance of the Postal Service within the scope specified in the Postal Law and these Regulations, unless its non-performance or undue performance:
  - 1) is a consequence of a prohibited act,
  - 2) is caused by the Operator's intentional fault,
  - 3) results from the Operator's gross negligence.In the situations specified in item 1, 2 and 3 above the Operator bears responsibility on the general terms in accordance with regulations of the Civil Code.
- 11.5 The Service is deemed not performed particularly in the case of loss (loss or total destruction) of the Parcel attributable to the Operator or if delivery of the Parcel or a notification on the attempt to deliver it takes place after 30 days from the shipping date.
- 11.6 The Service is deemed improperly performed particularly in the case of:
  - 1) delay in delivery the Parcel with respect to the guaranteed term;
  - 2) damage or loss of the content of the Parcel;



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- 3) the provision of the service not in line with the order, as well as the provisions of the Postal Law or the Transport Law (depending on whether the Postal Service or the Transport Service is to be performed).
- 11.7 Claims related to Shipment losses or damages invisible on receipt can be reported by the Recipient no later than within 7 days from the date of receiving the Shipment. In the event that the Recipient observes any damages invisible at the time of collecting the Shipment, the Operator makes it possible for the Recipient to transfer the electronic damage certificate with the use of the form available on the website: <https://inpost.pl/protokol>.
- 11.8 A claim for loss or damage of the Consignment of Goods expires as a consequence of accepting the Consignment of Goods without reservations, if:
  - 1) a damage is diagnosed by signing the respective report before the Recipient accepts the Consignment of Goods;
  - 2) such observation was not possible due to the fault of the Operator;
  - 3) or a loss or damage results from the Operator's intentional fault or gross negligence;
  - 4) the Recipient identifies a damage not visible from the outside after accepting the Consignment of Goods and within 7 days requested to determine its condition and proved that a damage was created in the period between accepting the Consignment of Goods for transportation and its delivery.
- 11.9 The Operator's responsibility for non-performance or undue performance of the Transport Service is regulated by the provisions of chapter 7 and 8 of the Transport Law.

## § 12. Undeliverable Parcels

- 12.1 The undeliverable Parcel can be opened by the Operator in order to obtain data which enables it to be delivered to the addressee or returned to the Sender.
- 12.2 The undeliverable Parcel is opened immediately.
- 12.3 Undeliverable Parcels are opened in the warehouse of undeliverable Parcels.
- 12.4 They are opened in the presence of a committee composed of at least 3 persons, appointed from among employees of the Operator.
- 12.5 An undeliverable Parcel is opened so as to ensure the smallest possible damage to its packaging.
- 12.6 After the undeliverable Parcel the committee checks if there are any markings of the Recipient or the Sender and their addresses on the inner side of the packaging, and if they are missing, the committee examines its content.
- 12.7 If the committee determines in the course of the activities referred to in § 12 passage 6 of the Regulations data that enable the Parcel to be delivered or returned, such Parcel, after appropriate protection and attaching on the packaging an annotation regarding its opening in the presence of the committee, is delivered to the Recipient or returned to the Sender.
- 12.8 If the opening of the undeliverable Parcel does not enable it to be delivered or returned to the Sender, or if the Sender refuses to accept the Parcel the provisions of the Postal Law (for the Postal Parcels) and the Transport Law (for the Consignment of Goods).

## § 13. Compensation

- 13.1 For default or improper performance of the Postal Service one is entitled to compensation:
  - 1) for loss or damage of a courier Parcel that does not constitute a correspondence parcel – in the amount not higher than the normal value of lost or damaged items;
  - 2) for courier Parcels containing correspondence – ten times the service charge, but no less than fifty times the charge for registered delivery letter, as per the price list of the common national operator,

- 3) for delay in delivering the courier Parcel compared to the guaranteed date of delivery – in the amount lower than twice the amount of the fee for rendering such Postal Service.

Principles of fixing the compensation for default or improper performance of the Transport Service are defined on the basis of the provisions of the Transport Law, subject to the content of § 7 passage 9 of the Regulations.

## § 14. Complaints

- 14.1 In the case of default or improper performance the right to submit the complaint is granted to:
- 1) The Sender;
  - 2) The Recipient - if the Sender waives his/her right to submit claims or if the Parcel is delivered to the Recipient.
- 14.2 The Sender or the Recipient may submit a complaint in any branch of the Operator, in writing or orally for the record, or electronically to the Complaint Department of the Operator at [https://www.inpost.pl/formularz\\_reklamacyjny](https://www.inpost.pl/formularz_reklamacyjny)
- 14.3 The complaint may be submitted no later than within 12 months from the day the Parcel is sent.
- 14.4 The complaint contains:
- 1) the full name of the sender of the addressee, or the name and the mailing address or the address of registered office of the Sender or the Addressee, hereinafter referred to as "the complainant";
  - 2) object of the complaint;
  - 3) the date and the place of sending the Parcel;
  - 4) the number of the Parcel confirmation document or the Parcel number;
  - 5) justification of the complaint;
  - 6) the amount of compensation - if the complainant seeks the compensation;
  - 7) the complainant's signature - if the complaint is submitted in a written form;
  - 8) date of preparation of the complaint;
  - 9) the list of enclosed documents.
- 14.5 In the case of submitting the written complaint the complainant encloses:
- 1) the Parcel confirmation;
  - 2) the Sender's declaration to waive the right to redress – in the case referred to in § 14 passage 1 item 2 of the Regulations;
  - 3) the copy of the Report, or the declaration of confirmed losses or damages of the Parcel submitted by a person collecting this Parcel at the moment the Parcel is received;
  - 4) the declaration of confirmed losses or damages of the Parcel submitted by a person collecting this Parcel at the moment the Parcel is received;
  - 5) description of circumstances confirming Parcel or delivery of the Parcel;
  - 6) packaging of the damaged Parcel, if the Operator to do so;
  - 7) a declaration of invisible losses or damages of the Parcel, keeping the term referred to in § 11 passage 7 and § 11 passage 8 item 4 of the Regulations, and indicating a circumstance or evidence confirming the occurrence of circumstances being prerequisites for the claim compensation, referred to in § 11 passage 7 and § 11 passage 8 item 4 of the Regulations;
  - 8) documents confirming improper performance of the Parcel service – available for inspection.
- 14.6 The complaint filed by means of electronic communication should be accompanied by copies of the documents referred to in § 14 passage 5 of the Regulations. If it is necessary for proper examination of the complaint, the Operator may request originals of these documents.
- 14.7 The original documents are returned to the complainant against a receipt, at its request that can be submitted at any moment. If no such application is submitted the Operator returns it, at the latest, after the end of the complaint procedure.

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- 14.8 If the Operator observes that the complaint does not comply with requirements referred to in § 14 passage 4, 5 and 6 of the Regulations and their fulfilment is required for proper examination of the complaint, the Operator calls the complainant to remove the shortcomings within 14 days from the date of delivery, at the address indicated in the call. This term is not included in the term for examining the complaint.
- 14.9 The Operator examines the complaint immediately and answers to the complaint within no more than 30 days from the date of the complaint.
- 14.10 The deadline is met if the Operator sends an answer to the complaint before the deadline. The complainant indicating the e-mail address to which an answer should be sent when submitting the complaint in the electronic form consents to delivery of letters concerning the complaint electronically to this e-mail.
- 14.11 Information on the result of the examination of the complaint should contain information about exhaustion of the complaint procedure and:
- 1) the Operator's data (name and registered office),
  - 2) information on recognition or non-recognition of the complaint,
  - 3) a justification, including the legal basis,
  - 4) if the compensation is granted – the amount of the compensation and information about the date and the method of payment (within no more than 30 days from the date of recognising the complaint),
  - 5) in the case of repayment – determination of the amount and information about the date and the method of payment (within no more than 30 days from the date of recognising the complaint),
  - 6) information about the possibility to pursue claims:
    - a) in the court proceedings,
    - b) on the out-of-court resolution of consumer disputes before the President of the Electronic Communications Office.
  - 7) information of the right to appeal with the address to which the appeal should be submitted,
  - 8) the signature of an authorised person responsible for examining the complaint with indication of the position.
- 14.12 The Operator's failure to answer to the complaint within the time limit referred to in § 14 passage 9 of the Regulations, or to the appeal within the time limit referred to in § 14 passage 15 of the Regulations, results in recognition of the complaint, within the limits of the Operator's responsibility determined in accordance with § 13 paragraph 1 of the Regulations.
- 14.13 If the Operator rejects to grant the complaint, either in full or in part, the complainant may appeal within 14 days from the date the answer to the complaint is delivered.
- 14.14 In the case of appealing against a decision taken with regard to the complaint after the expiry of the time limit, the appeal is left without examination, of which the postal operator promptly notifies the complainant.
- 14.15 The Operator examines the appeal immediately and informs the complainant on the result of examination of the appeal within no more than 30 days from the date the appeal is received. § 14 passage 10 of the Regulations applies accordingly.
- 14.16 The Operator informs that the right to assert a claim before the court in the proceedings concerning the Transport Service is granted to an entitled person after the ineffective exhaustion of the complaint procedure.
- 14.17 The Operator informs that in the case of exhausting the complaint procedure the Consumer may use the possibility to settle disputes out of court by electronic means via the ODR Internet platform, which gives the possibility to assert claims related to the Service. The ODR platform is available at: <http://ec.europa.eu/consumers/odr/>.
- 14.18 Cases concerning complaints for the Postal Service not regulated in this paragraph are regulated by the provisions of the Postal Law and the Regulation of the Minister for Administration and Digitalisation of 26 November 2013 on the complaint regarding postal services (Dz. U. z 2018 r. poz. 421).

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- 14.19 Cases concerning complaints regarding the Transport Service are regulated by the provisions of the Regulation of the Minister of Transport and Construction of 24 February 2006 on determining the condition of Parcels and the complaint procedure (Dz.U. of 2006 no. 38 item 266).

## **§ 15. Additional insurance service**

- 15.1 The Operator offers the service of covering the Shipment with additional insurance cover provided by a third party (the Insurer), the cost of which is borne by the person paying for the Service, in accordance with the current Price List, which also specifies the amount insured.
- 15.2 The main provisions of the insurance contract for the benefit of a third party concluded between the Operator and Insurer are available on InPost Website and are available on request at the Parcel Service Point.
- 15.3 The Sender (Principal) shall report the Order for Additional Insurance Protection of the Shipment via the Application, via InPost Quick Shipments or to the Parcel Service Point Employee receiving the shipment for shipment.
- 15.4 In the event that the Sender orders the performance of the Additional Collection Service, the Sender is obliged to include the Shipment in the Additional Insurance Protection Service on the terms offered by the Operator, at least up to the amount that is to be Collected on delivery. In the absence of additional insurance cover for the shipment, the Operator will not perform the additional Collection service.

## **§ 16. Cash on delivery**

- 16.1 The fee for the COD Parcels can be paid at the moment they are received from the Operator's authorised representative delivering this Parcel directly to the Recipient – by cash or using the payment terminal supporting payment cards: VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro (in a situation where the Operator's authorised representative informs the Recipient about such a possibility), also including BLIK system payments.
- 16.2 In the case of the COD Parcels the Operator guarantees to the Sender that the COD amount will be transferred to the bank account indicated by the Sender (in the Application or a contract) within 5 business days from the date of payment of the COD amount. The day of transfer of funds is the date of crediting the Operator's bank account.
- 16.3 By sending the COD Parcel the Sender authorises the Operator to collect the payment from the Recipient on behalf and for the account of the Sender, in such a way so that the payment made to the Operator (according to the forms of payment indicated in § 16 passage 1 of the Regulations) is equivalent to the payment made directly to the Sender, and the handing-over of the Parcel by the Operator constitutes the payment confirmation and release the Recipient from a payment obligation towards the Sender, regardless of the place, time and form of payment. The authorisation may not be revoked after sending the Parcel and will prevail over other arrangements. The Recipient may invoke directly against the Sender the effects of the authorisation granted by the Sender to the Operator on the basis of the present Regulations.
- 16.4 The Sender's authorisation for the Operator includes the right to the Operator to grant further authorisation for deliverers contracted by the Operator to perform activities related to delivery and collection of the payment from the Recipient with a direct effect vis-à-vis the Sender. The Operator will be fully responsible towards the Sender for actions and omissions of his representatives, including deliverers, made/committed actions and omissions himself/herself, as well as for actions and omissions of payment service providers whom he uses to collect the COD amount and transfer it to the Recipient. After the Operator collects the p payment from the Recipient the Sender will be obliged not to request the payment from the Recipient.
- 16.5 The Parcel may be sent only if it is directly associated with a separate paid dispositive contract concerning an item in the Parcel signed between the Sender and the Recipient as a result of sending and delivery of

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the Parcel and collection of the payment, and if the Sender notifies the Recipient of the Operator's authorisation to collect the COD amount. Otherwise, the Operator may refuse to accept the Parcel or refuse to accept the order to collect funds. By sending the COD Parcel the Sender confirms fulfilment of this condition, and at the Operator's request will provide to the Operator information necessary in this respect. The Operator is entitled to inform the Recipient in the content of the payment confirmation that, on the basis of § 16 passage 3 of the Regulations, receipt of the COD amount by the Operator is equivalent to the payment made to the Sender and that the Operator's receipt is equivalent the Sender's receipt.

- 16.6 If the Sender defaults on payments to the Operator, the Operator reserves the right to deduct all payable liabilities from the amount collected from the Recipient on the basis of this paragraph. The Operator will inform the Sender on the deduction.
- 16.7 The Operator's responsibility for cash measures collected from the Recipient in connection with the execution of the additional COD service begins from the moment the Operator confirms that these funds are collected.
- 16.8 The Sender will indemnify the Operator against any claims for reimbursement of cash funds paid by the Recipients of COD Parcels using payment cards as part of the so-called chargeback procedure (if reimbursement demand applies to the content of the Parcel). In such a case the Sender undertakes to cover any fees and expenses incurred by the Operator as a result of cancelling the transaction by the issuer of the electronic payment instrument as a result of granting legitimacy of a complaint submitted by the Recipient of the COD Parcels (chargeback).
- 16.9 The COD Parcels for which the Recipient did not pay at the moment of delivery and for which the Sender did not give to the Operator instructions to cancel or change the COD amount, must be returned on the terms provided for in § 10, passage 2 of the Regulations.
- 16.10. The Operator reserves that in selected Parcel Locker Paczkomat or POPs the Collect on Delivery will be possible at specified hours only or impossible at all. The list of Parcel Locker Paczkomat and POPs handling Collect on Delivery services and forms of payment for shipments, as well as availability hours are provided in relation to individual Parcel Locker Paczkomat and POPs at InPost Website. The Operator returns to the Sender all Collection Shipments generated to Parcel Locker Paczkomat and POP that do not support delivery collections. A fee provided for in the Price List may be charged for returning the Shipment to the Sender.
- 16.11 The Sender is obliged to check the availability of the Collect on Delivery service depending on the place of collection of the Shipment.

## § 17. Personal Data

- 17.1 The Administrator of personal data of Senders, third parties authorized by the Sender to perform activities connected with sending the Parcels and Addressees, being natural persons, that is processed by the Operator in connection with provision of Services covered by the present Regulations is the Operator, i.e. InPost Sp. z o.o. based in Krakow at ul. Wielicka 28, 30-552 Kraków.
- 17.2 With the limitation of § 10 section 4 of the Regulations the Operator is neither an administrator nor a processing entity – as defined by general regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) –in relation to no data contained in the Parcel and it is not responsible for its processing. In case the parcel is opened according to provisions of § 10 section 4 of the Regulations the Operator becomes the administrator of personal data contained in the Parcel and may process it pursuant to of § 10 section 4 of the Regulations and exclusively in the scope necessary to initiate actions required to deliver the Parcel or return it to Sender, or find a person authorized to dispose the parcel.



- 17.3 The Operator reserves the right to monitor the activities in the vicinity of Parcel Locker Paczkomat. The recordings may be used by the Operator to process return claims, or made available by the Operator, on request of authorized agencies, as per generally applicable provisions of law.
- 17.4 Detailed information on processing of personal data by the Operator is listed in the Privacy policy of the Integer.pl Capital Group, and available at: <https://inpost.pl/polityka-prywatnosci>.

## § 18. Special Consumer Rights

- 18.1 The Service contract concluded with the Consumer with use of Application or InPost Fast Send is a remotely concluded contract pursuant to art. 2 s. 1 of the consumer rights act (full text in Polish journal of laws of 2019, item 134, as amended, hereinafter the "uPK").
- 18.2 A Sender who is a Consumer may withdraw, pursuant to art. 27 uPK from the Service contract concluded in the manner described in section 1 above, within 14 days of its conclusion, provided that the Operator did not fully perform the Service with consent of the Consumer, who was informed prior to the service provision, that after completion of service by the Operator he will no longer have the right to withdraw from the Contract under art. 27 uPK.
- 18.3 In the case of Consumer's withdrawal from the contract pursuant to section 2 above we require a statement of withdrawal from contract, which may be effected: on a form annexed to the present Regulations, sent by e-mail to the following address: [oswiadczenie@inpost.pl](mailto:oswiadczenie@inpost.pl), or by electronic form available at InPost Website or in written form.
- 18.4 In case of withdrawal from the contract pursuant to section 2 above by a Sender who is a Consumer, the Sender will be charged with fees listed in the Price List for all services rendered by the Operator until the withdrawal of Consumer from contract.
- 18.5 A Sender who is a Consumer concluding the contract for provision of Services, as listed in section 1 above, may express the request that the service is provided by the deadline for contract termination, by placing an explicit request in a statement sent from the Application or through the InPost website
- 18.6 The Operator shall issue the Consumer a confirmation of contract, as listed in section 1 above, after obtaining Consumer's consent, and in a form of a pdf file sent to Consumer e-mail address provided in the Application or through InPost Fast Send.
- 18.7 The provisions of sections 1-6 of the present paragraph are not applicable to Service contracts concluded by Consumers directly at the Parcel Locker Paczkomat, or in POP.

## § 19. Emergency Events

- 19.1 In case of regulations being placed, by authorised state authority, in connection with exceptional events, including regulations introducing states of emergency (state of emergency, state of natural disaster, state of epidemic or epidemic threat, martial law, war) – and as long as the occurrence of the aforesaid emergency events may threaten such values as human health and life of the Senders, Recipients, their staff or the Operator's staff, or may cause or causes discontinuance of provision of services by the Operator – the Operator may temporarily suspend or limit the provision of Services subject to the present Regulations, or modify the principles for their provision.
- 19.2 Emergency events, as mentioned in passage 1 above, shall be understood as natural disasters (including draughts, earthquakes, landslides, floods and storms), war, declared or undeclared military activities, terrorist attacks, rebellions, revolutions, uprisings, military or civilian coup d'etat, unrests, riots, strikes, embargoes, biological or radioactive contaminations, lockouts, blackouts, aircraft disasters, explosions, including explosions of munitions, explosives, flammables, epidemics, pandemics, grid and network failures, including telecommunication network failures.

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- 19.3 The Operator will publish the information about suspension, limitation or modification mentioned in passage 1 above at InPost Website and it also may – if the emergency event or regulations of state authorities issued in connection with that event do not hinder it – notify about this the Senders and Recipients by means e-mails or text messages.
- 19.4 Shall the information, as mentioned above in passage 3, fail to include the date of such suspension, limitation or modification, as mentioned in passage 1 above, such suspension, limitation or modification of service shall be effective on the day of publication of information indicated in passage 3 above at the Operator's webpage.
- 19.5 The suspension, limitation or modification, as mentioned in passage 1 above, may not last longer than the duration of states of emergency – and if such state was not introduced – not longer than the duration of emergency event; the Operator may extend this period by 7 days following the end of state of emergency or emergency event.
- 19.6 Shall the entitlement to suspension, limitation or modification, as mentioned in passage 2 above, have no grounding in acts of law issued by state authorities in connection with occurrence of emergency events, this suspension or limitation of provision of Services under the present Regulations, or their modification should be proportionate to the event or state of emergency in question, its territorial range, and the degree of threat to the interests listed in passage 1 above.
- 19.7 The provisions of passages 1 to 6 of the present paragraph shall also apply to the Price List, with the limitation that such a modification cannot be in form of increase of price for the respective Service.

## § 20. Final provisions

- 20.1 The current version of the Regulations along with appendices is available free of charge in the seat of the Operator, all the Parcel Service Points, as well as at InPost website
- 20.2 The Operator reserves the right to change the Terms and Conditions for the following reasons or circumstances:
1. changes in legal provisions having a direct impact on the content of the Terms and Conditions,
  2. specific obligations being imposed on the Operator by state authorities or common courts,
  3. changes to the Price List (by modifying the prices or scope of services) or the *Rules for the Preparation and Packaging of Parcels* (in the scope of modifying the rules for the preparation or packaging of Parcels and the scope of goods excluded from the provision of services),
  4. improvement of the Services provided on the basis of the Terms and Conditions,
  5. changes in the scope of Services provided under the Terms and Conditions, including the introduction of new ones,
  6. improving customer service (business customers, retail customers, Senders, Recipients) and the complaint handling process,
  7. improving the protection of the privacy of customers (business customers, retail customers, Senders, Recipients),
  8. prevent abuse that may arise when commissioning and providing the Services covered by the Terms and Conditions,
  9. in order to ensure the safety of customers (Business Customers, Retail Customers, Senders, Recipients) and the Operator;
  10. due to technological or functional changes of the Application or the Website;
  11. due to changes in the operational, economic or market conditions of services covered by the Terms and Conditions;
  12. due to technological or functional changes related to the provision of services covered by the Terms and Conditions;
  13. due to editorial changes, corrections of clerical and accounting errors,
  14. due to updating the registration, address and contact details, as well as the references contained in the Terms and Conditions,
- however, the Operator shall notify the Customers about significant changes in the Terms and

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- Conditions, Price List and the Rules for Preparing and Packing Parcels in the form of information published on its Website, at least 14 days in advance.
- 20.3 The Operator may introduce changes to the Terms and Conditions without observing the 14-day period referred to in sec. 1 above, in the case where:
- 1) it has been obliged to change the Terms and Conditions, Price List or Rules for the Preparation and Packaging of Shipments by a state authority, a common court, or under generally applicable law, within a period preventing compliance with the 14-day period referred to in sec. 20.2 above,
  - 2) changes grant new rights to customers (Business Customers, Retail Customers, Shippers, Recipients) or extend the scope of their current rights,
- new services, products or functionalities are introduced that do not deteriorate nor replace the services, products or functionalities offered by the Operator on the basis of the Terms and Conditions
- 20.4 The possibility to deduct amount of claims from any amounts payable to the Operator by the Client, the Sender and the Recipient is excluded.
- 20.5 The Client, the Sender and the Recipient may not, without a written consent of the Operator, transfer liabilities towards the Operator to any third party.
- 20.6 In any cases not regulated in the Regulations the following provisions apply accordingly: The Postal Law (for the Postal Services), the Transport Law (for the Transport Services), as well as the provisions of the Civil Code.
- 20.7 List of appendices:
- 1) the Operator's data (name and registered office).
- 20.8 Only the Regulations in Polish in its full content are binding, and any translations thereof into other languages, extracts or abstracts are for illustrative purposes only.
- 20.9 The present Regulations enter into force on 17 October 2022. As of this date, the Regulations of 04 August 2022, shall be repealed.



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## ANNEX No 1

### TEMPLATE OF CONTRACT WITHDRAWAL FORM FOR CONSUMERS, PURSUANT TO ART. 27 OF THE ACT ON CONSUMER RIGHTS

Fill and send this form only if you wish to withdraw from the agreement

Addressee: InPost sp. z o.o., ul. Wielicka 28, 30-552 Kraków,

helpline: 722-444-000 or 746-600-000 (both from landline and mobile phones, costs depend on provide)

\_\_\_\_\_ I/We\_\_\_\_\_ hereby notify of our will to withdraw from Service contract

Contract date \_\_\_\_\_

Full name of the Consumer(s) \_\_\_\_\_

Consumer(s) address \_\_\_\_\_

Parcel shipment number \_\_\_\_\_

Consumer(s) signature(s) *(only if the form is sent in paper form)* \_\_\_\_\_

Date: \_\_\_\_\_