

# Terms and Conditions of the "Allegro Kurier InPost" services provided by InPost Sp. z o.o.

Valid from 17 October 2022



## § 1. GENERAL PROVISIONS

1. These Terms and Conditions (hereinafter referred to as the Terms and Conditions) determine the principles of performing and using Allegro Kurier InPost services provided by InPost Sp. z o.o. with its registered office in Kraków (hereinafter referred to as InPost or the Operator), and consisting in receiving, moving and delivering courier shipments with the use of a Courier (hereinafter Courier service).
2. The Allegro Kurier InPost services are:
  - 1) Allegro miniKurier24 InPost,
  - 2) Allegro Kurier24 InPost.
3. Allegro Kurier InPost services are rendered on Courier Shipments (hereinafter referred to as Shipments or the Parcels ) as defined by the current Terms and Conditions of Postal and Carriage Services provided by InPost Sp. z o.o., available at <https://inpost.pl/regulaminy> (hereinafter referred to as the Main Terms and Conditions), and are provided on the terms specified in the Main Terms and Conditions as amended by these Terms and Conditions.
4. Allegro Kurier InPost services are intended exclusively for persons offering sale of goods through allegro.pl auction site (hereinafter referred to as the Sender or the Senders), provided that the terms are fulfilled as stipulated in the present Terms and Conditions and the current Main Terms and Conditions, which apply to Allegro Kurier InPost services, provided that the provisions of these Terms and Conditions shall prevail over the provisions of the Main Terms and Conditions.
5. Unless these Terms and Conditions stipulate otherwise, any terms shall be understood as specified in the current Main Terms and Conditions.
6. The current Terms and Conditions are available in the Operator's outlets and on the Operator's website. Any Shipments sent before the entry into force of the new Terms and Conditions shall be delivered on the terms binding on the date of shipping. The Main Terms and Conditions shall apply to any changes to the present Terms and Conditions.
7. Allegro Kurier InPost services are paid in accordance with the current Pricelist being APPENDIX NO. 1.
8. The Allegro Kurier InPost service is not of common nature and is provided for business purposes according to the commonly binding laws.

## § 2. SPECIFIC PROVISIONS REQUIREMENTS REGARDING SHIPMENTS

1. The subject of Allegro Kurier InPost services is receiving, moving and delivering a Shipment prepared by the Sender, and optionally sending the Shipment back to the Sender, according to requirements of these Terms and Conditions and the current Main Terms and Conditions. A courier shipment cannot contain any items forbidden by the Main Terms and Conditions.
2. A Parcel has to fulfill the requirements for shipments stipulated in the act - Postal Law.
3. Maximum Parcel dimensions are:
  - 1) For Allegro miniKurier24 InPost service: dimensions - length of the longest side 80 cm, and total sides length does not exceed 160cm), and maximum gross weight of shipment is: 10 kg,
  - 2) For the Allegro Kurier24 InPost service: dimensions - length of the longest side 80 cm, and total sides length does not exceed 160cm), and maximum
  - 3) gross weight of shipment is: 30 kg,
4. The price for Allegro Kurier InPost services with the option of sending the Parcel back to the sender is:
  - 1) For the Allegro miniKurier24 InPost service: PLN 8.90 net (PLN 10.95 gross with VAT),
  - 2) For the Allegro Kurier24 InPost service: PLN net 10.90 (PLN 13.41 gross with VAT).
5. If a Parcel which does not meet the requirements from sect. 1 or sect. 2 or sect. 3 above has been accepted, the price for the service shall be calculated according to the Pricelist attached as Appendix no. 1 to the Terms

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and Conditions, provided that any Shipments sent under the Allegro miniKurier24 InPost service that exceed the maximum weight reserved for this service (10 kilograms) shall not be treated by the Operator as Shipments sent under the Allegro Kurier24 InPost service, and the operator shall charge additional fees for such shipments in accordance with the above Price List.

## § 3. CONDITIONS CONCERNING SENDERS. MP AND PREPARATION FOR SHIPPING

1. Allegro Kurier InPost services are available to the Senders mentioned in § 1 sect. 4 above, only in relation to the goods offered by Allegro.pl site, if they have an active individual account in the Parcel Manager (hereinafter referred to as MP) set up and linked to an individual account on allegro.pl auction site and do not have any arrears towards the Operator. Acceptance of the Terms and Conditions and consent to the processing of personal data to the extent necessary to duly provide Allegro Kurier InPost services are necessary before using Allegro Kurier InPost services and may be granted through the MP account.
2. Sending of Parcels must be initiated through the Sender's individual account in MP or API ( Application Programming Interface) of the MP application. To this end, the Operator makes the following functions available in MP:
  - a) declaring Parcels for shipping,
  - b) ordering a courier to collect declared Parcels from the Sender,
  - c) entering the Sender's detailed data with a request for issuing a VAT invoice,
  - d) monitoring Parcel delivery status,
  - e) importing the Sender's completed transactions from the Allegro.pl site and creating Shipments on this basis.
3. In order to ship a Parcel the Sender:
  - a) logs in to MP by entering their own e-mail address and individual password, known to the Sender,
  - b) pays for the Shipment,
  - c) generates and prints the shipping label.
  - d) places the label in a permanent manner on the shipment
4. Parcels in Allegro Kurier InPost services cannot be shipped without the shipping label.

## § 4. SHIPPING THROUGH A COURIER

1. 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 MP on a working day and before the limit time, as stipulated for the particular zone according to the table specified in § 6 section 9 below,
  - 2) The times specified in the table in § 6 sect. 9 below are limit hours for the Sender to place courier shipment collection orders in MP. If the Sender places a Shipment Courier Pick-Up Order in MP 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 the Parcel collected by a Courier is:
    - a. the working day when the Sender placed the Shipment pick-up order before the limit hours, in accordance with item 2 above, or
    - b. the working day directly 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 directly following the non-working day when the Sender placed the Shipment pick-up order,

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- 4) The division into zones indicated in the table in § 6 sect. 9 below above depends on the location of the Shipment courier pick-up places and the postal code assigned to this location. The sender can determine the zone proper for the given collection place using the website indicated in § 6 sect. 10 below, and the information indicated in this section concerning changes in the code scopes for the particular zone and the recommendations for the Sender regarding 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 a Courier on a working day, according to the Sender's order in MP. 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 § 6 sect. 9 below shall not apply to fixed courier pick-ups determined by the Operator with the Business Customer 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 by the Sender, 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 will be required to place an order for the service described in this clause,
  - 9) Any Shipments received must comply with the conditions specified for the Shipments in the Terms and Conditions.
2. The Sender who uses the service of sending the Parcel through a courier pays a one-off fee, regardless of the price for Allegro Kurier InPost services, dependent on the number of shipments shipped through a courier and specified in the Pricelist attached as Appendix no. 1 to the Terms and Conditions.
  3. The service of sending the Parcel through a courier is included in the price, if the Sender orders 5 (five) and more Parcels at once. Any Parcels shipped under the "Allegro Kurier InPost" services sum up with shipments sent under the "Allegro Paczkomat 24 InPost" services on the basis of the current Terms and Conditions of the Allegro Paczkomat 24 InPost service by InPost Sp. z o.o. having its registered office in Kraków. The provisions of this section shall apply only when sending a Parcel through a courier from the place earlier declared for collection by the Sender (User) in MP.
  4. On the terms described in separate terms and conditions, the Operator may establish an additional manner of releasing the Senders from the fee for the service of sending a Parcel through a courier.
  5. If the Sender transfers a smaller number of Parcels than the one originally declared, the Operator has the right to collect the fee due for the collection service, subject to the provisions of § 4 section 2 of the Terms and Conditions. The Operator reserves the right to verify the fee – originally calculated on the basis of the number of Parcels declared by the Sender for shipping – for the collection service.
  6. Sending Shipments directly in an InPost branch, a Parcel Handling Point (POP) or in an Paczkomat Parcel Locker is free of charge. This does not exempt the Sender from the obligation to pay the price for the particular "Allegro Kurier InPost" service, which is a separate fee.

## § 5. RETURNS

1. In case of Lack of possibility to deliver – the Parcel will be returnem to the Operator's dispatching branch and then returned on the basis of provisions of the Main Terms and Conditions. Returns on request. A parcel delivered to the Recipient should be notified to Allegro with a request to return it to the Sender. At the request of the Recipient Allegro delivers the return code to the Recipient. The return code can be used only once. Based on this code the Recipient, now known as the "return sender" shall be entitled to ship the Parcel as a

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- return in an Paczkomat Parcel Locker, in the Operator's branch or in the Operator's selected post office. The Recipient cannot order a courier in order to ship the Parcel back to the Sender.
2. The return service is exempted from the fee for Parcel return to the Sender due to the exhausted possibility of its delivery (notification, refusal to collect) or due to the return being at the request of the Parcel Addressee (exchange of goods or resignation from purchase).
  4. The List of locations where the Parcels can be returned to is available at the Website.
  5. Returns – pursuant to principles indicated in § 5 – are only performed within the borders of the Republic of Poland

## § 6. OTHER TERMS

1. The Operator allows payment of the price by the Addressee for the goods sent in the Parcel on Parcel collection (cash on delivery, COD), if the COD amount does not exceed PLN 5,000.00. The payment can be made directly to the Courier and only by means of the exact amount of cash or with the use of a payment card, through the Operator Courier's payment terminal supporting the following payment cards: VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro (when the Operator Courier notifies the Recipient about such possibility). The Operator collects an additional fee for collection in the amount consistent with the Pricelist attached as Appendix no. 1. The cash on delivery fee includes Parcel insurance.
2. The price of the InPost Courier Allegro service includes the Additional insurance cover service for every Parcel up to the sum of PLN 5000. The Operators enables the Parcels to be additionally covered for a sum in excess of the abovestated, subject to Price List attached as Appendix no. 1 to the present Regulations.
3. When displaying items for sale at allegro.pl, the Sender can indicate a lower price for "Allegro Kurier InPost" services than specified in § 2 sect. 4, provided that they cover the difference between the price specified in § 2 sect. 4 and the price indicated for the "Allegro Kurier InPost" services at the transaction on the Site. The price for "Allegro Kurier InPost" services visible at the given transaction cannot be higher than specified in § 2 sect. 4.
4. The Sender's transfer of the rights or/and obligations resulting from the Allegro Kurier InPost service agreement to another entity requires a prior consent of the Operator expressed in writing.
5. The Operator shall be entitled to refuse provision of Allegro Kurier InPost service to each Sender who delays payment of any remuneration for a period longer than 7 days.
6. The Sender can use additional paid services provided for in the Main Terms and Conditions, in particular the Parcel insurance option.
7. The Sender, the Addressee and the Operator shall be obliged to follow the provisions of the current Main Terms and Conditions, which are not inconsistent with the provisions of these Terms and Conditions.
8. Unless these Terms state otherwise and the Sender with the Operator agree otherwise in writing, the Sender and the Operator have the obligations and are entitled to the rights specified in the current Main Terms and Conditions.
1. Subject to section 11 below, the day of sending the Parcel through POP or Dispatch Branch is the working day of transferring this Shipment 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 the Shipment has been transferred in a POP or Dispatch Branch 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

10. The division into zones indicated in the table in section above depends on the location of POP or Dispatch Branch where the Sender transfers the Shipment and the postal (zip) code assigned to this location. The Sender - using the Website- may verify the zone with the location of the POP or Dispatch Branch where they want to transfer the Shipment to the Operator. The Operator reserves right to change the zip code scopes assigned to the given zone, indicated 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 POP or Dispatch Branch which they want to transfer the Shipment to.
11. Any shipments sent on the given working day in a POP or Dispatch Branch in a POP or 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. 9 above, resulting from the location of the POP or Dispatch Branch. Any Shipments sent on the particular day after the limit hour, resulting from the location of the POP or Dispatch 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. SERVICE PARAMETERS. DELIVERY**

1. The Parcel delivery is made to the recipient's address indicated on the shipping label.
2. The Operator undertakes to deliver the Parcel on business days within the declared time D+1, and this is not a guaranteed deadline as defined by the postal law.
3. The Operator undertakes to return the Parcel on business days within the declared time D+3, and this is not a guaranteed deadline as defined by the postal law.
4. The delivery deadlines specified in sect. 2 and 3 shall be in force, provided that the Parcels have been shipped through a Dispatch Branch, POP or directly through the Courier on the given working day before the limit time, according to § 6 sect. 9-11 above. Failure to meet these terms shall prolong the delivery time by one business day. Delivery deadlines include only working days, and the delivery terms do not continue to run on holidays and statutory holidays.
5. The delivery deadlines specified in sect. 2 above shall be postponed by no more than three working days in the case of Parcels accepted by the Operator which do not meet the conditions stipulated in § 2 sect. 1 or /and 2 or/and 3, provided that allowed by the Operator's technical possibilities and the circumstances beyond the Operator's control e.g. Sender's or/and Addressee's actions or omissions, logistic problems, difficult weather conditions, etc. The Operator has also a full right to refuse performance of the Allegro Kurier InPost service, and send the Parcel back to the Sender, if the Parcel does not meet the requirements stipulated in the Terms and Conditions, in particular if the Parcel or/and the goods exceed the dimensions or/and the weight specified in § 2 sect. 2 or/and 3 above.
6. Any complaints shall be examined on the terms stipulated in the current Main Terms and Conditions. The Operator undertakes to make efforts to ensure that the complaints are examined as far as possible without an unnecessary delay, within 14 working days with possible extension until the time for examination resulting from the Terms and Conditions.

#### **§ 8. PAYMENTS**

1. The amount of remuneration due to the Operator results from § 2 sect. 4 above and constitutes the product of the Parcels shipped and the basic price per one Parcel depending on the chosen service (for the Allegro miniKurier24 InPost service: PLN 8.90 net, for the Allegro Kurier24 InPost service: PLN 10.90 net). Subject to the provisions of these Terms and Conditions, the amount of remuneration due to the Operator for the services provided in connection with Shipment delivery is determined by the current Pricelist available at

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- each Parcel Handling Point and on the Website.. Remuneration for any ordered additional services will be added to the basic price in accordance with the current Pricelist.
2. Any payments, including remuneration due to the Operator are made exclusively through MP. The Sender is obliged to have necessary funds on their account in MP, including for payable fees for shipping through a courier. The Operator has the right to refuse performance of any services for any Sender who does not have a sufficient amount of funds on their account in MP to pay for the services ordered. Any provisions of the Terms and Conditions of the Courier service contrary to the provisions of this section shall not apply.
  3. The Operator shall add the amount of VAT to the net amount of remuneration according to the presently binding rate.
  4. The remuneration shall be paid in advance by the Sender.
  5. For any Senders who meet all of the following conditions the Operator can introduce the option of payment in arrears - debit account:
    - a) The Sender must sign a respective debit account agreement with the Operator (post-paid);
    - b) The Sender must have a positive history of cooperation with the Operator (minimum 3 months of using the services of the Operator and without any arrears);
    - c) the maximum awarded monthly debit amount: 25% of the net turnover amount (net value of the services purchased by the Sender from the Operator) for the last quarter;
    - d) the maximum awarded monthly debit amount will be verified and corrected once every quarter;
    - e) The Sender's payment of the debit amount within no more than 7 days from the end of each calendar month;
    - f) The Operator may unilaterally refuse further provision of the services, including with the option of payment in arrears (debit account) or/and request payment of the whole amount used and unpaid by the Sender in the event of any incidents or a justified suspicion which indicates the risk of the Sender's failure to pay the unpaid debit amount within the time indicated in letter e) above;
    - g) The Operator may unilaterally request payment of the whole amount used and unpaid by the Sender as well as refuse further provision of the services also with the option of payment in arrears (debit account) in the event of at least one violation by the Sender of the principles of the debit account referred to in this section.

## § 9. FINAL PROVISIONS

1. Any provisions of these Terms shall not apply with reference to agreements concluded with consumers, only if such provisions would be regarded as a forbidden contractual clause or practice violating consumers' collective interests. To the remaining extent, the provisions of the Terms and Conditions are binding upon a consumer if they haven't been explicitly excluded in the Terms and Conditions with reference to consumers.
2. The provisions of the current Main Terms and Conditions, and the absolutely binding legal regulations, in particular the Act - postal law as well as the Civil Code, shall apply in any cases not regulated in these Terms and Conditions.
3. The Terms and Conditions come into force as of 17 October 2022 - the previous Terms and Conditions of 04 August 2022 are repealed as of this date.