

# Terms and Conditions of the "Allegro Paczkomat 24/7 InPost" service provided by InPost Sp. z o.o.



Valid from 31 October 2023

## § 1. GENERAL PROVISIONS

1. These Terms and Conditions of the "Allegro Paczkomat 24/7 InPost" service provided by InPost Sp. z o.o. (hereinafter: "Terms and Conditions") determine the principles of performing and the principles of using the "Allegro Paczkomat 24/7 InPost" service provided by InPost Sp. z o.o. based in Krakow at ul. Pana Tadeusza 4, 30-727 Kraków, entered in the register of entrepreneurs kept by the District Court for Kraków-Śródmieście 11th Commercial Department of the National Court Register under KRS number 0000543759, NIP (tax ID): 6793108059, REGON (business register): 3607810850 (hereinafter: "InPost" or the "Operator").
2. The "Allegro Paczkomat 24/7 InPost" service consists in receiving, moving and delivering Parcels as defined by the Terms and Conditions of the Paczkomat 24/7 service provided by InPost Sp. z o.o. (hereinafter: "Main Terms and Conditions"), on the terms and conditions specified in the aforementioned current Main Terms and Conditions, as amended by these Terms.
3. The "Allegro Paczkomat 24/7 InPost" service is intended exclusively for persons offering sale of goods through Allegro.pl auction site (hereinafter: "Sender" or "Senders"), provided that the terms are fulfilled as stipulated in the present Terms and Conditions and in the Main Terms and Conditions - to the extent they apply to the "Allegro Paczkomat 24/7 InPost service, provided that the provisions of these Terms and Conditions shall prevail over the provisions of the aforementioned Main Terms and Conditions.
4. Unless these Terms and Conditions stipulate otherwise, any terms shall be understood as defined in the current Main Terms and Conditions.
5. The current Terms and Conditions and the Main Terms and Conditions are available in the Operator's branches and on the 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.
6. The "Allegro Paczkomat 24/7 InPost service is paid in accordance with the current Pricelist available on InPost website (<https://inpost.pl/regulaminy>).
7. The "Allegro Paczkomat 24/7 InPost" service is not of common nature and is provided for business purposes according to the commonly binding laws.

## § 2. REQUIREMENTS FOR SHIPMENTS

1. The subject of the "Allegro Paczkomat 24/7 InPost" Service is the acceptance, transport and delivery of Parcel prepared by the Sender to the addressee, and the optional return of the Parcel to Sender, subject to requirements and terms specified in the present Terms and Conditions and the currently applicable Main Terms and Conditions.
2. A Shipment has to fulfill the requirements established for shipments and parcels in the Act of 23 November 2012 Postal Law (Journal of Laws 2012 item 1529, as. amended, hereinafter: "Postal Law") and in the present Terms and Conditions and in the Main Terms and Conditions, and especially cannot contain any items the shipping of which is prohibited, according to the content of the aforementioned act - Postal Law and the provisions of both of the aforementioned Terms and Conditions.
3. A Shipment cannot exceed maximum dimensions and weight, as specified in these Terms and Conditions, i.e. maximum parcel dimensions cannot exceed the dimensions- 410 mm x 380 mm x 640 mm, and the maximum gross weight - 25 kg.
4. When the maximum acceptable weight or size of the Shipment, as specified in section 3 above, is exceeded, and the provisions of sect. 2 above are breached, the provisions and the fees as specified in the Main Terms and Conditions shall apply.
5. If a Parcel which does not meet the requirements from sect. 1, sect. 2 or sect. 3 above has been accepted, the price of Allegro Paczkomat 24/7 InPost services shall be increased subject to the provisions of these Terms

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and Conditions, the Main Terms and Conditions or/and according to the Pricelist of Allegro Paczkomat 24/7 InPost services.

## **§ 3. CONDITIONS CONCERNING SENDERS PARCEL MANAGER AND PREPARATION FOR SHIPPING**

1. The "Allegro Paczkomat 24/7 InPost" service is available for the Senders mentioned in § 1 sect. 3 above, provided that they have an active individual account in the Parcel Manager (hereinafter: "PM") configured and connected with the individual account on the Allegro.pl auction site and have no arrears towards the Operator. Acceptance of the Terms and Conditions and consent to the processing of personal data to the extent necessary for the proper provision of the "Allegro Paczkomat 24/7 InPost" service is required from the Sender before using the "Allegro Paczkomat 24/7 InPost" service and takes place through the account in MP.
2. Shipping of Parcels is initiated directly through the Sender's individual account in PM or through external software/application using the application programming interface (API) to communicate with MP. PM allows full handling of the shipping process, tracking the Shipments and managing the Sender's account.
3. The Operator makes the following functions available in PM:
  - a) declaring Shipments for shipping;
  - b) ordering a courier to collect the declared Shipments from the Sender;
  - c) entering the Sender's detailed data with a request for issuing a VAT invoice;
  - d) monitoring the Shipment delivery status;
  - e) import of the Sender's completed transactions from Allegro.pl auction site and creating Shipments on this basis.
4. The Sender, in order to send a Shipment:
  - 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 a label on the Shipment in a permanent manner.
5. Any parcels in the "Allegro Paczkomat 24/7 InPost" service cannot be shipped without the shipping label. § 7 sect. 11 of the Main Terms and Conditions shall not apply.
6. The "Allegro Paczkomat 24/7 InPost" service can be used after the Sender has expressed consent to the processing of their data by the Operator for the purposes related to the performance of this service.

## **§ 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 PM 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 PM. If the Sender places a Shipment Courier Pick-Up Order in PM 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) Subject to item 7 below, the date of sending the Shipment collected by the Courier is the date on which the Courier received the Shipment from the Sender, whereby the Courier will attempt to collect:

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- a. on the business day on which the Sender submitted the order to collect the Shipment before the cut-off hours, in accordance with item 2 above, or
    - b. on the business day immediately following the business day on which the Sender submitted the order to collect the Shipment, if the Sender submitted this order with exceeding the cut-off hours, in accordance with item 2 above, or
    - c. on the business day immediately following the non-business day on which the Sender submitted the order to collect the Shipment,
  - 4) The division into zones indicated in the table in § 6 sect. 9 below 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) 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,
  - 7) 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,
  - 8) 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 the "Allegro Paczkomat 24/7 InPost" service, 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 of the "Allegro Paczkomat 24/7 InPost" service, if the Sender orders 5 (five) and more Parcels at once. Any Parcels shipped under the "Allegro Paczkomat 24/7 InPost" service sum up with shipments sent under the "Allegro miniKurier24 InPost" and "Allegro Kurier24 InPost" service, provided on the basis of the Terms and Conditions of Allegro Kurier InPost services provided by InPost Sp. z o.o. 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 to a Courier than the one originally declared, the Operator has the right to collect the fee due for the collection service, subject to the provisions of sect. 2 above. 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 a Parcel Handling Point or in Parcel Locker Paczkomat is free of charge. This does not exempt the Sender from the obligation to pay the price for the "Allegro Paczkomat 24/7 InPost" service, which is a separate fee.

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## § 5. RETURNS

1. In case of lack of possibility to deliver the Parcel to the Addressee it will be returned to the Sender, subject to provisions of the Main Terms and Conditions.
2. The Shipment Addressee has the right to return the Parcel to the Sender. In order to make the return, the Addressee – a registered user of Allegro.pl auction site applies to Allegro.pl auction site for issuing the return code (through "My Allegro" tab). The return code can be used only once. On the basis of the received return code, the Addressee, as the "return sender", is authorized to send the Shipment back as a return in Paczkomat, InPost branch or in a selected the Operator's outlet, provided that the given return code can be used only once. The Addressee cannot order a courier in order to return the Shipment to the Sender.
3. The return service is exempted from the fee in the case of returning the Shipment to the Sender due to the exhausted possibility of its delivery (in particular after its ineffective notification or when the Addressee has refused to collect the Shipment) or due to sending the Shipment back at the request of the Addressee (in particular in the case of replacement of the goods by the Addressee or the Addressee's resignation from purchase).
4. The list of outlets where Shipments can be sent back is available at InPost website.
5. Returns – on the terms specified in § 5 - are made only within the borders of the Republic of Poland

## § 6. OTHER TERMS

1. The price of the "Allegro Paczkomat 24/7 InPost" service includes the Additional cover service for every Parcel up to the sum of PLN 5000,00. The Operator enables the Parcels to be additionally covered for a sum in excess of the above stated, subject to Price List attached as Appendix no. 1 to the present Regulations.
2. The Operator allows sending cash on delivery Shipments, if the amount collected does not exceed PLN 5 000.00. Payment is made at the time of receipt by the Addressee of the Shipment from the Paczkomatparcel locker or from the ParcelPoint. Payment may be made in the manner and on the terms specified in the Main Terms and Conditions. The Operator charges an additional fee for collection service in the amount indicated in the Price List of the Allegro Paczkomat 24/7 InPost Service.
3. When displaying items for sale on allegro.pl auction site, the Sender can indicate a lower price for the "Allegro Paczkomat 24/7 InPost" service than specified in § 2 sect. 5 of these Terms and Conditions, only when they are obliged to cover the difference between the price specified in § 2 sect. 5 and the price indicated for the "Allegro Paczkomat 24/7 InPost" service at the transaction on the Site.
4. The price for the "Allegro Paczkomat 24/7 InPost" service visible at the given transaction cannot be higher than specified in § 2 sect. 5.
5. The Sender's transfer of the rights or/and obligations resulting from the "Allegro Paczkomat 24/7 InPost" service agreement to another entity requires a prior consent of the Operator expressed in writing.
6. The Operator shall be entitled to refuse provision of the "Allegro Paczkomat 24/7 InPost" service to each Sender who delays payment of the remuneration for a period longer than 7 days.
7. The Sender can use additional paid services provided for in the Main Terms and Conditions.
8. The Operator excludes the possibility to use the Quick Returns service (<https://szybkiewroty.pl>) stipulated in the Main Terms and Conditions under the "Allegro Paczkomat 24/7 InPost" service.
9. Subject to section 11 below, the day of sending the Shipment through a Parcel Locker Paczkomat or POP or Dispatch 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 Dispatch Branch occurred on the particular day until the so-called limit hour, according to the table below:

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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 Parcel Locker Paczkomat, POP or Dispatch Branch where the Sender has located or transferred the Shipment and the postal (zip) code assigned to this location. The Sender - using the website: <https://inpost.pl> - 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 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.
11. Any Shipments sent on the given working day in Parcel Locker Paczkomat, POP or in a Dispatch 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 Parcel Locker Paczkomat, POP or Dispatch Branch. Any Shipments sent on the particular day after the limit hour resulting from the location of the Parcel Locker Paczkomat, POP or the 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 Operator delivers the Parcel to the selected Paczkomat parcel locker or to the selected ParcelPoint (POP)
2. The Operator provides the "Allegro Paczkomat 24/7 InPost" service within the declared time D+1, where "D" means the date of shipping.
3. The Operator makes return of the Shipment under the "Allegro Paczkomat 24/7 InPost" service within the declared time D+3, where "D" means the date of shipping the return.
4. The delivery deadlines specified in sect. 2 and 3 shall be in force, provided that the Shipment is sent back at POP, a Branch or an Parcel Locker Paczkomat 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. The delivery deadlines are calculated according to working days. Saturdays, Sundays and statutory holidays prolong the delivery deadlines by the respective period of time.
5. The Operator retains a full right to refuse performance of the "Allegro Paczkomat 24/7 InPost" service, and send the Parcel back to the Sender, if the Parcel does not meet the requirements stipulated in these Terms and Conditions or the Main Terms and Conditions, in particular if the Shipment or/and the goods exceed the dimensions or/and the weight specified in § 2 sect. 2 or/and 3 above.
6. Notwithstanding the provisions of the preceding paragraph, the Operator reserves the right to extend the declared deadline for delivery of a Shipment by no more than three working days in the case of accepting any Shipments which do not meet the conditions stipulated in § 2 sect. 1 or/and 2 or/and 3, if allowed by the Operator's technical possibilities and the circumstances beyond the Operator's control e.g. the Sender's or/and the Addressee's actions or omissions, logistic problems, or difficult weather conditions.
7. When the Parcel Locker Paczkomat is filled up, in the case of its failure, disability or maintenance of the system operating this Parcel Locker Paczkomat, the provisions of § 9 sect. 16 -20 of the Main Terms and Conditions shall apply.
8. Any complaints shall be examined on the terms stipulated in the current Main Terms and Conditions. The Operator undertakes to make any effort to ensure that the complaints are examined without an unnecessary

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delay, within 14 working days with possible extension of the aforementioned term until the deadline for examining the complaint resulting from the Main Terms and Conditions.

## § 8. PAYMENTS

1. The amount of remuneration due to the Operator constitutes the product of Shipments sent and the basic price for Allegro Paczkomat 24/7 InPost service, net (plus due Value Added Tax) per one Parcel. 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 each Parcel Handling Point and at InPost website. Remuneration for any ordered additional services will be added to the basic price in accordance with the current Pricelist.
2. Any payments, including payment of the remuneration due to the Operator, are made only in the cashless form, through PM. The Sender is obliged to have necessary funds on their account in PM, including also fees due for shipping through a courier and the fees mentioned in § 2 sect. 4 of these Terms and Conditions. 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 PM as necessary to pay for the ordered service. Any provisions conflicting with the content of this section, included in the Main Terms and Conditions shall not apply.
3. The amount of value added tax (VAT) according to the presently binding rate must be added to the amount of net remuneration due to the Operator.
4. The Sender is obliged to pay in advance the remuneration due to the Operator.
5. The Operator can introduce for the Senders the option of payment in arrears, i.e. the option of a debit account, on the terms specified below:
  - a) The Sender must conclude with the Operator a respective agreement allowing use of a debit account (post-paid);
  - b) The Sender must have a positive history of cooperation with the Operator (minimum 3 months of using the Operator's services without any arrears);
  - c) The maximum awarded monthly amount of debit may not exceed 25% of the net turnover amount (net value of the services purchased by the Sender from the Operator) for the last quarter (the aforementioned debit amount is verified and corrected once every quarter);
  - d) The Sender shall pay the debit amount within no more than 7 days from the end of each calendar month;
  - e) 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 a justified suspicion which indicates the risk of the Sender's failure to pay the unpaid debit amount within the time indicated in letter d);
  - f) 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. The provisions of these Terms and Conditions are binding upon a consumer, provided that they haven't been expressly excluded for them.
2. Any matters not regulated in these Terms and Conditions shall be governed by the provisions included in the current Main Terms and Conditions and commonly binding legal regulations, in particular the act - Postal Law and the Act of 23 April 1964 - Civil Code (Journal of Laws 1964 no. 16 item 93, as amended).

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3. Collection of a Parcel, apart from the authorization methods specified in the Main Bylaws, is also possible with use of collection code, which may be available in: 1) the "Allegro" mobile app, or 2) at the main Allegro.pl webpage (property of the company listed in the subsequent sentence), as part of the buyer's personal account at that webpage (Parcel Receiver), or 3) as part of an e-mail sent to such a buyer (Receiver) concerning the completion of orders placed at Allegro.pl website. The "Allegro mobile app" should be understood as proprietary mobile app of Allegro.pl sp. z o.o. (Polish National Court Register [KRS] no.: 0000635012), (no older than dedicated for Android 5.9.0, iOS 5.1.0) and installed on a user mobile device, enabling the use of the Allegro.pl portal as part of the iOS operating system (for iPhone and iPad devices) and the Android operating system (smartphones and tablets).
4. The Terms and Conditions come into force as from 31 October 2023, replacing the previous Terms and Conditions of the "Allegro Paczkomat 24/7 InPost" service provided by InPost Sp. z o.o., valid as from 01 March 2023.