

Terms and Conditions for discounting within the framework of the "InPost Standard" program

I. GENERAL PROVISIONS

1. These Terms and Conditions (hereinafter referred to as: "**Terms and Conditions**") define the rules for granting discounts by InPost sp. z o.o. with its registered office in Kraków at ul. Pana Tadeusza 4, 30-727 Kraków, entered into the Register of Entrepreneurs kept by the District Court for Kraków - Śródmieście, XI Commercial Division of the National Court Register under KRS number 0000543759, NIP: 6793108059, REGON: 3607810850 (hereinafter referred to as: "**InPost**" or "**Operator**"), on the prices of services provided by the Operator on the basis of separate contracts for the provision of postal and transport services (hereinafter referred to as the "**Contract**"), binding the Operator with its customers (hereinafter referred to as the "**Customers**").
2. The discount is granted as part of the "**InPost Standard**" program, as specified in item IV below, only after meeting the conditions set out in the present Terms and Conditions and for the benefit of Customers entitled to receive it.

II. CUSTOMERS ENTITLED TO PARTICIPATE IN THE "INPOST STANDARD" PROGRAM

1. The "InPost Standard" program is addressed only to Customers who have an individual contract with InPost for the provision of postal and transport services (the subject of which are also the "Paczkomat 24/7" services), entitling them to pay the Operator remuneration for the provision of these services "in arrears", after the settlement period specified in this contract (hereinafter referred to as the "**Contract**").
2. The Contract referred to above must jointly meet the following conditions:
 - 1) it is concluded for an indefinite period (the Program may not be joined by Customers with a fixed-term Contract, unless the duration of the Contract has been transformed into an indefinite period at the time of joining this program), except for situations in which Customers have a fixed-term contract with InPost, providing for payment in the form of a so-called subscription (subscription contract), i.e. a fixed fee for the provision and readiness to provide a certain amount of services by InPost – thus Customers with a valid subscription contract may join the "InPost Standard" Program, subject to the other conditions described in the present Terms and Conditions,
 - 2) it does not contain provisions excluding the Operator's right to unilaterally change prices (unless such an exclusion was reserved only for a specified period, which has already expired at the time of the Customer's accession to the "InPost Standard" program); the above does not apply to the subscription contract referred to in item 1 above,
 - 3) the quality parameters of the "Paczkomat 24/7" services provided under the Contract (including deadlines and timeliness of delivery of parcels) are specified only in:
 - a) current Terms and Conditions for the provision of the "Paczkomat 24/7" service by InPost Sp. z o.o. available on the Operator's website (at: <https://inpost.pl/regulaminy>), and
 - b) current Price List for InPost Paczkomat 24/7 services available on the

Operator's website (as indicated above),

- thus, the "InPost Standard" program cannot be joined by a Customer whose Contract establishes separate qualitative conditions for the provision of "Paczkomat 24/7" services, including other parcel delivery dates.

3. The "InPost Standard" program excludes intermediaries (brokers) of postal and transport services, i.e. Customers who, on the basis of the Contract, offer third parties (including sellers) the possibility of sending shipments of these entities in the scope of the brokerage services provided by the Customers; as part of the above, it should be understood all situations in which the person who is the seller of the goods (constituting the content of the parcel) or service (if its provision is related to the shipment of the parcel) has not concluded a contract with the Operator for the provision of postal and transport services for such a parcel, and has commissioned it to send using the service of the Customer with whom the Operator has concluded the Contract (enabling the Customer to order the shipment of the seller, in order to deliver it to the recipient (buyer)). For the avoidance of doubt, it does not constitute an intermediation of postal or transport services (brokerage activities) when the Customer offers to its contractors (recipients of parcels) the "szybkiewroty.pl" service, provided by the Operator on the terms specified in the regulations referred to in section 2 item 4 letter a) above and at the price rates specified in the Contract with the Customer.
4. The "InPost Standard" program also excludes those Customers whose Contracts meet the following conditions jointly:
 - 1) it was concluded as a result of the Customer's cooperation with a third party providing services related to the creation and maintenance of the Customer's website or websites, enabling sales on them (hereinafter referred to as the "**e-commerce solution provider**"),
 - 2) it was concluded by the Customer with the Operator under the conditions specified in the InPost offer submitted in connection with the Operator's cooperation with the Supplier of e-commerce solutions,
 - 3) on the basis of the Contract, the Customer sends parcels as part of the activity of the Customer's Online Store, which Online Store is provided and maintained as part of services provided by the Supplier of e-commerce solutions,
 - 4) prices for the Paczkomat 24/7 InPost primary service (for sizes A-C) are not specified in the terms and conditions or price list referred to in item II.2 subitem 4 above (as well as do not refer to these terms and conditions or price list for the purpose of granting a discount on the prices specified in these terms and conditions or price list), but directly in the Contract or other document.

In the event that the Customer has doubts as to whether it is subject to an exemption according to the provisions of this paragraph, the Customer may obtain such information – even before applying to join the "InPost Standard" program – via the communication channels indicated in item VIII of the present Terms and Conditions.

III. RULES FOR APPLYING FOR THE "INPOST STANDARD" PROGRAM

1. In order to join the "InPost Standard" program, the Customer declares their willingness to join this program to their commercial supervisor from the InPost website, who then directs the application to the Operator's cell responsible for the audit process under the "InPost Standard" program.
2. Ultimately, joining the "InPost Standard" program will be possible as follows: In order to join the "InPost Standard" Program, the Customer who meets the conditions set out in item II above, must enter the website available at: https://inpost.pl/standard-inpost_ or – in the case of

Customers with a subscription contract referred to in item II.2.1 of the Terms and Conditions above - <https://inpost.pl/standard-inpost-abonamenty> (customers with a Subscription Contract, provide the required data in accordance with the form (including the addresses of the Online Stores referred to in item IV.2 of the Terms and Conditions), carefully read and accept the present Terms and Conditions, and submit an application to join the "InPost Standard" Program via the website. The moment the Operator is ready to implement the above-described method of application, it will change the Terms and Conditions by deleting s. 1 above, and adapting the remaining content of this item III to this change, and from the moment of this change, it will be possible to join the "InPost Standard" program only in the manner described in this section. To the above described change does not apply the mode of amendment of the Terms and Conditions, specified in its item IX. 4.

3. To the email address provided in the Contract, or in the application referred to in s. 1, the Customer will receive a message notifying about submitting the application to the "InPost Standard" Program together with a link (link) confirming the will to submit the application, and the current Terms and Conditions. The Customer should select (click) this link to confirm the application. If the Customer has not submitted an application to join the "InPost Standard" Program, they should ignore the message and not select (click) the link contained in the received message.
4. After receiving the confirmation submitted in accordance with s. 3 above, the Operator will include the Customer in the verification process referred to in item V below.

IV. "INPOST STANDARD" PROGRAM CONDITIONS. INITIAL VERIFICATION. NEW ONLINE STORES

1. "InPost Standard" is a set of forms for positioning the Operator's services within the Customer's Online Store developed by the Operator (referred to in s. 2 below). The Customer may implement the items of the InPost Standard in its Online Store (in which it allows buyers to select the form of delivery of parcels to InPost Paczkomat devices, provided to the Customer by the Operator on the basis of the Agreement), which will allow InPost to grant an additional discount in accordance with Appendix 1 to the Terms and Conditions and on the terms set out in these Terms and Conditions.
2. The precondition for granting a discount to the Customer by the Operator is the implementation, by the Customer, in each of its Online Stores, of all items of the InPost Standard, as specified in Appendix 1 to the present Terms and Conditions. The **"Online Store"** referred to in the present Terms and Conditions shall be understood as the website or websites through which the Customer sells or disposes of goods (or services, if their provision is related to the shipment of parcels), using the delivery methods provided by the Customer, including as part of the Paczkomat 24/7 service (if this service is provided to the Customer on the basis of the Contract).
3. Due to its nature, the "InPost Standard" can be implemented only by those Customers, whose nature of business (e-commerce sales via an Online Store) renders it possible to meet the conditions for granting the discount referred to in s. 2 above (i.e. the Customer has a website enabling the selection of the form of delivery, and thus the implementation of the "InPost Standard").
4. Within 30 days of confirmation of joining the "InPost Standard" program (in accordance with item III s. 4 above), the Operator will carry out a verification (hereinafter referred to as **"Preliminary verification"**), under which the Operator will verify whether the Customer meets the criteria set out in item II of the Terms and Conditions above, as well as whether it met the condition referred to in s. 2 above.
5. The first discount may only be granted to the Customer after the Customer has successfully passed the Initial Verification. The discount will be taken into account on the prices of services covered by VAT invoices issued for all billing periods falling in the calendar month following the month in which the Operator performed the positive Preliminary Verification. Further

discounts will be granted after meeting the conditions set out in item V below.

6. If the initial verification is not positive (the Customer does not meet the criteria and conditions referred to in s. 4 above), the provisions of item VI of the Terms and Conditions below (regarding temporary exclusion) shall apply.
7. The "InPost Standard" must be implemented in all of the Customer's Online Stores, where it allows buyers to select the form of delivery of parcels to InPost Paczkomat devices (provided to the Customer by the Operator on the basis of the Contract as part of the Paczkomat 24/7 services).
8. In the event of the appearance of new Online Stores in which the Customer allows buyers to select the form of delivery of parcels to InPost Paczkomat devices (provided to the Customer by the Operator on the basis of the Contract), the Customer is obliged to notify InPost about their appearance through the communication channels specified in item VIII of the present Terms and Conditions. If, in the process of Initial Verification or Recurring Verification, the Operator detects a new Online Store referred to in the preceding sentence (and which has not been reported by the Customer to the Operator, as well as in which the Customer has not implemented the "InPost Standard"), the Operator will call the Customer to implement the "InPost Standard" in this store. If, as a result of the subsequent Recurring Verification, the Operator again finds, in relation to the aforesaid Online Store the lack of the implemented "InPost Standard", this will be tantamount to a "negative verification" and its effects specified in item V and item VI below.

V. RECURRING VERIFICATION. GRANTING AND WITHDRAWING THE RIGHT TO A DISCOUNT

1. The right to a discount for subsequent months (after the month for which the first discount was granted in the result of the Initial Verification) will be determined in the process of monthly verification (hereinafter referred to as the "**Recurring Verification**").
2. In every calendar month (following the month in which the Initial Verification was made) InPost will verify, as part of the Recurring Verification, the Customer's compliance with:
 - 1) subjective conditions referred to in item II of the Terms and Conditions,
 - 2) for the "InPost Standard" within every Customer's Online Store (provided when applying to the "InPost Standard" program, in accordance with item III above, and reported in accordance with item IV.8 of the Terms and Conditions), i.e. the implementation and maintenance of all items of the "InPost Standard" by the Customer in each of its Online Stores.
3. If in a given month, as part of the Recurring Verification, InPost determines that the Customer has implemented or maintained the "InPost Standard" ("**positive verification**") in all of its Online Stores, the Customer shall be entitled to a discount (in the amount and to the extent specified in Appendix 1 to the Terms and Conditions), which will be calculated on VAT invoices issued for all settlement periods falling in the month immediately following the month in which InPost performed positive verification.
4. Only a positive verification of the implementation of the "InPost Standard" by the Customer in its Online Store makes it possible to grant the discount indicated in Appendix 1 to the Terms and Conditions. The application of this discount by InPost in relation to the settlement periods falling in the month immediately following the month covered by the Recurring Verification is tantamount to a positive verification of the month covered by it.
5. If in a given month InPost as part of the Recurring Verification determines the lack of implementation or maintenance of the "InPost Standard" by the Customer ("**negative verification**"), the Customer shall not be entitled to a discount (in the amount specified in Appendix 1 to the Terms and Conditions) on the services covered by VAT invoices issued for all settlement periods falling in the month immediately following the month in which InPost performed negative verification. For example, if the negative verification is performed in June,

the discount will not be due for the settlement periods falling in July. Notwithstanding the above, the provisions of item VI of the Terms and Conditions below (regarding temporary exclusion) shall apply to the Customer.

6. The circumstances of the negative verification will be communicated to the Customer by e-mail to the Customer's address provided by them in the Contract or when joining the "InPost Standard" program. Failure by InPost to apply the discount indicated in Appendix 1 to the Terms and Conditions in relation to the settlement periods falling in the month immediately following the month covered by the Recurring Verification is tantamount to a negative verification of the month covered by it.

VI. TEMPORARY EXCLUSION FROM THE "INPOST STANDARD" PROGRAM

1. A Customer found to be negatively verified, both in the result of the Initial Verification and as a result of the Recurring Verification, will be excluded from the "InPost Standard" program for a period of six (6) consecutive months (counting from the month following the month in which the negative verification was performed), and will not be able to re-join the "InPost Standard" program during the period of exclusion. For example, if a negative verification takes place in June, the Customer will be able to join the "InPost Standard" program in January (next year), and their application to the "InPost Standard" program in the period from July to the end of December will be rejected by the Operator. During the period of exclusion, the Customer is not entitled to the discount specified in Appendix 1 to the present Terms and Conditions.
2. Before making the exclusion referred to above, the Operator will call on the Customers to eliminate the reasons justifying the negative verification, giving them at least two working days to comply with the above notification. After the ineffective expiry of the set deadline, the Operator will exclude the Customer from the "InPost Standard" program.
3. After the expiry of the exclusion period, the Customer may re-enter the "InPost Standard" program by submitting an application in accordance with the provisions of item III of the Terms and Conditions above.
4. Working days shall be understood as days from Monday to Friday, excluding public holidays.

VII. PERSONAL DATA

1. The controller of personal data provided by the Customer for the purposes of participation in the "InPost Standard" program is the Operator, i.e. InPost Spółka z ograniczoną odpowiedzialnością with its registered office in Kraków at ul. Pana Tadeusza 4, 30-727 Kraków, entered into the Register of Entrepreneurs kept by the District Court for Kraków - Śródmieście in Kraków, 11th Commercial Department of the National Court Register under the KRS number: 0000543759, NIP: 6793108059 (hereinafter also referred to as the "Controller" in this item). The Controller will process data in order to process the application and implement the "InPost Standard" program in accordance with the provisions of the present Terms and Conditions and the provisions of generally applicable law, it may also process data for statistical and analytical purposes, as well as for the purpose of possible pursuit of claims or defense against such claims.
2. More information, including the rights of data subjects, is available in the Privacy Policy at: <https://inpost.pl/polityka-prywatnosci>.

VIII. CONTACT

1. In the event of any problems with the application to the "InPost Standard" program or subsequent participation in this program, as well as for the purpose referred to in item II.4 above (verification of partnership with the E-commerce solution provider) and item IV.8 above (notification of a new Online Store), the Customer may contact the Operator via e-mail at:



standardinpost@inpost.pl, or via the dedicated contact form available at: <https://inpost.pl/standard-inpost>.

IX. FINAL PROVISIONS

1. Subject to the provisions of sec. 2 below, the present Terms and Conditions shall cease to bind the Customer and the Operator with the date of termination of the Contract, unless the Parties on the date of termination of the above-mentioned Contract have concluded a new contract on the same or identical subject to the subject of the Contract, enabling the further implementation of the provisions of the present Terms Conditions – in this case, these Terms and Conditions will continue to bind the Customer and the Operator, and the "Contract" specified therein should be understood as the aforementioned new contract.
2. In the event of termination of the Contract, if the Customer has obtained - for the period before the termination of the Contract - the right to a discount in accordance with the present Terms and Conditions, this discount will be included in the VAT invoice for this period.
3. The Customer may terminate participation in the "InPost Standard" program by sending the Operator a notice of termination of its participation to the following e-mail address: standardinpost@inpost.pl. In this case, the Operator will grant such a Customer only the discount for the last full settlement period immediately preceding the date of receipt by the Operator of termination notice of participation in the "Standard InPost" program (provided that a positive verification was performed for the month in which this settlement period falls). For example, if there are two billing periods in a month (from 1st to 15th day and from 16th to the last day of the month), and the Operator receives notice of termination of the Customer's participation in the program on the 20th day of the month, the discount may apply only for the period from 1st to 15th day of the month).
4. The Operator shall notify the Customers about changes in the Terms and Conditions or the termination of the "InPost Standard" program at least in the form of an e-mail sent to the e-mail address indicated in the Contract, no sooner 14 days before the planned change or termination of the "InPost Standard" program.
5. The Customer declares that by submitting an application to the "InPost Standard" program, they are duly authorized and entitled to do so.
6. Appendices to the present Terms and Conditions form an integral part thereof. The Appendices are:
 - 1) Appendix no. 1: "InPost Standard".
7. The present Terms and Conditions shall enter into force on 01 March 2023. On this date, the terms and conditions of 02 December 2021 are repealed.

InPost Sp. z o.o.

ul. Pana Tadeusza 4, 30-727 Kraków
+48 722 444 000; +48 746 600 000

District Court for Krakowa Śródmieście, 11th KRS Commercial Dept.
KRS: 0000543759 | NIP: **6793108059** | REGON: **360781085**
Initial capital PLN 116 278 450.00 zł (paid in full)

Appendix no. 1: "InPost Standard"

The Customer, as part of the Online Store through which it provides services or conducts sales, and through which it is possible for the Buyer (i.e. a person purchasing services or goods in the Online Store) to select the form of delivery of the parcel (using the Paczkomat 24/7 service) as part of the order placed by the Buyer with the Customer, may optimize the positioning of the delivery form offered by InPost, by implementing the following elements:

Item	Element:	Description:
1.	Map distinguishing the "Paczkomat 24/7" form of delivery from other forms of delivery offered by third parties	For a buyer who selects the "Paczkomat 24/7" form of delivery, a map should be displayed on which the buyer can select a specific Paczkomat device. The Paczkomat 24/7 form of delivery is distinguished, at the time of selecting the delivery option, from other forms of delivery on the map, consisting in personal collection at the point and provided by third parties.
2.	Map search: 1) City/town 2) Street name 3) Postcode 4) Name (Code) of the Paczkomat device	In the search box on the map, the buyer should be able to search for the InPost parcel locker of their interest by entering: City or City and street or postal code or the name (code) of the Paczkomat device.
3.	TOP 3 in the basket	The "InPost Paczkomat 24/7" form of delivery is available in one of the first three places in the shopping cart, at the time of selecting the delivery option (excluding the "Personal collection at the Seller's premises" delivery option or at a point run by it).
4.	The correct name of the Paczkomat device	The form of delivery is described as "Paczkomat 24/7" or "InPost Paczkomat 24/7", at the time of selecting the delivery option.
5.	Daily updated list of Paczkomat devices	The Customer shall update the list of Paczkomat devices available in its Online Store as collection points as part of delivery forms on a daily basis.
6.	Indication of the estimated D+1 delivery time	The "Paczkomat 24/7" form of delivery, at the time of selecting the delivery option, contains information about the estimated D+1 delivery time.
7.	Mobile site	The layout of the Customer's website should adapt automatically (responsively) to the size of the browser window or screen size, on which it is displayed, for example, on devices such as a smartphone or a tablet.

THE AMOUNT OF DISCOUNT GRANTED FOR THE IMPLEMENTATION OF THE "INPOST STANDARD" IN ITS ENTIRETY:

2.5% of the amount specified in the Contract of the final net price for the Paczkomat 24/7 primary service (separately for the price of each of the dimensions A, B and C).

The final price specified in the Contract shall be understood as the final price of the primary service for dimensions A, B and C, after taking into account any surcharges and discounts specified in the Contract.

The fact of granting the discount shall not affect the price reduction for other services covered by the Contract, including prices, the amount of which depends on the price for the Paczkomat 24/7 primary service (and the price for the szybkiezwroty.pl service in particular).