

# Terms and Conditions of distribution of packaging and consumables under the InStore service provided by InPost Sp. z o.o.

Valid from 25 March 2021



## § 1. General provisions

1. These Terms and Conditions of distribution of packaging and consumables within InStore (hereinafter: "**Terms and Conditions**"), apply to the distribution of packaging and consumables intended for shipments being sent under the "Paczkomat stations 24/7" service and the "InPost Kurier" service, provided by InPost Sp. z o.o. based in Krakow at ul. Wielicka 28, 30-552 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 (hereinafter "**InPost**" or "**Operator**") on the basis of the Terms and Conditions of providing the "Paczkomaty24/7" service and the Terms and Conditions of providing postal and carriage services, and determine the terms of paid and unpaid distribution of packaging being the external packaging of a shipment and consumables (hereinafter: "**Product Range**"), which distribution is conducted through the Parcel Manager application.
2. The Operator does not provide the services covered by the Terms and Conditions, and does not conduct paid or unpaid distribution of the Product Range on the basis of these Terms and Conditions for consumers as defined by the provision of Article 221 of the Act of 23 April 1964 - Civil Code as well as entrepreneurs being natural persons, concluding a contract (namely being bound by these Terms and Conditions), when it is not to be professional in nature for these entrepreneurs, regardless of the fact and the circumstances of the consumers or the above entrepreneurs having an account in the Parcel Manager application. Simultaneously, each entity concluding a Contract with the Operator, with the wording determined in these Terms and Conditions, states that concludes it for a purpose directly related with their business or professional operations.
3. Unless these Terms and Conditions stipulate otherwise, any terms shall be understood as defined in the up-to-date Terms and Conditions of the provision of the "Paczkomaty 24/7" service by InPost Sp. z o.o., also with regard to the "InPost Kurier" service.
4. The current Terms and Conditions are available at the Operator's website indicated in section 4 above at: [www.inpost.pl](http://www.inpost.pl).
5. The Operator reserves the right to collect and analyze data related to ordering, collecting and utilizing the Product Range. Any personal data of the Senders being natural persons are processed in accordance with the requirements of Regulation of the European Parliament and the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons in connection with personal data processing and on the free flow of such data and repealing Directive 95/46/EC (General Data Protection Regulation). Detailed information about the processing of the data are included in the Privacy Policy available at: [www.inpost.pl/ochrona-danych-osobowych](http://www.inpost.pl/ochrona-danych-osobowych).
6. Using the "Paczkomaty 24/7" service, the Sender has no obligation to use the Product Range, and its use shall not relieve the Sender from caring for the proper packaging of the Shipment, in particular to ensure safety to any other shipments. To the extent of any requirements concerning shipments, the provisions of the Terms and Conditions of providing the "Paczkomaty 24/7" service by InPost Sp. z o.o. (for the "Paczkomaty24/7" service) and the Terms and Conditions of providing postal and carriage services by InPost Sp. z o.o. (for the "InPost Kurier" service) shall apply.
7. Prior to purchasing the Product Range, the customer shall become familiar with these Terms and Conditions.
8. When starting the procedure of purchasing the Product Range, the User confirms that has become familiar with the content of the Terms and Conditions, accepts its provisions and undertakes to observe them.

## § 2. Parcel Manager and conditions concerning Senders

1. The distribution of the Product Range is available only to the users mentioned in §1 section 2 above, provided that they have an active individual account in Parcel Manager (hereinafter: "**MP**") - a network application, which is made available for free to registered users on the website: <https://manager.paczkomaty.pl/>. Before the Service can be used the Sender is required to accept the Terms and Conditions and provide their consent to the processing of the personal data to the extent necessary to properly provide the "Paczkomaty 24/7" service and this is provided through the MP account.
2. The Product Range can only be ordered in the manner described in these Terms and Conditions, using the User's individual account in MP.

# Terms and Conditions of distribution of packaging and consumables under the InStore service provided by InPost Sp. z o.o.

Valid from 25 March 2021



3. The distribution of the Product Range is available both for Retail Customers as well as Business Customers, as defined by the Terms and Conditions of providing the "Paczkomaty 24/7" service by InPost Sp. z o.o. and the Terms and Conditions of providing postal and carriage services by InPost Sp. z o.o., except as provided in § 1 section 2 of the Terms and Conditions.

## § 3. General terms of purchase and delivery of packaging

1. The delivery of the Product Range on the basis of these Terms and Conditions is provided after the Sender has placed a delivery order through MP.
2. The User's placement of an order will be possible only after the invoice data have been entered in the User's account profile in MP.
3. The characteristics of particular items of the Product Range as well as the amount of fees for sending a shipment with the Product Range are specified in MP.
4. Prices for different items of the Product Range are specified in the Pricelist available in MP as well as on InPost's website (hereinafter "**Pricelist**"). The end price for the Product Range items selected by the User will be each time indicated in the order summary.
5. For Retail Customers, the fee for the Product Range and for the shipment is collected from the User's (Sender's) account in MP upon making its purchase, after making a prior top-up of the MP account in the form of prepayment. The MP account can only be topped up using the electronic payment system (transfer, debit card and other cashless payment methods available as payment forms in MP). The top-up amount may be used to purchase the Product Range and the services specified in the terms and conditions mentioned in § 1 section 6 above. At the User's request the amount they have paid will be returned, subject to a commission in the amount of 1.9% for the service of refunding any unused funds to the bank account indicated by the User. At the Sender's request, the Operator will issue a VAT invoice for the amount of the top-up (prepaid) made by the User.
6. For Business Customers, the fee for the Product Range and for sending the shipment containing the Product Range is collected on the basis of a separate VAT invoice with deferred payment, after the end of the settlement period being a calendar month, according to letter a and b below;
  - a) In the first calendar month of the cooperation covered by the Terms and Conditions (to the extent of the distribution of the Product Range), the maximum level of the Business Customer's order in the particular calendar month cannot exceed the amount of PLN 2500 net.
  - b) In subsequent calendar months of the cooperation covered by the Terms and Conditions (to the extent of the distribution of the Product Range), the maximum level of the Business Customer's order in the given month is three times the turnover with InPost (under the services covered by the distribution of the Product Range in accordance with these Regulations) in the previous month.
  - c) The VAT Invoice is payable to the Operator's bank account indicated on this invoice, within 14 days or another, longer period indicated on the invoice, starting from the day it is transferred to the Business Customer through MP, provided that this invoice will be issued by the Operator after the end of the settlement period, and the Business Customer will be informed about the circumstance of it being transferred through MP in an e-mail message sent to their e-mail address linked to their account in MP. Therefore, the Business Customer expresses their consent to receiving invoices in the electronic form as specified above (i.e. as a file delivered through MP), according to the provisions of Article 706n section 7 of the Act of 17 March 2004 on Value Added Tax) the limits specified in letter a and b above are counted starting from the Business Customer's first order for services in MP, including sale of the Product Range covered by these Terms and Conditions, i.e. the initial fact of the Business Customer becoming bound by these Terms and Conditions, and are not subject to renewal with the Business Customer's each subsequent order of the aforementioned services, also if, in the course of placing such order, the Business Customer accepted again the content of these Terms and Conditions, unless the content of these Terms and Conditions has changed to the extent including removal or modification of the level of the limits specified in item a or b above - in such case binding as to the initial date for calculating the limits is the order placed through MP, which has been placed on the basis of the Terms and Conditions amended in the above-mentioned scope i.e. in the scope concerning modification or removal of the level of the limits specified in letter a or b above.

## Terms and Conditions of distribution of packaging and consumables under the InStore service provided by InPost Sp. z o.o.

Valid from 25 March 2021



7. The Operator processes the delivery of the Product Range by delivering the order by courier to the delivery address indicated by the Sender. To the extent of delivery of Packaging, § 9 of the Terms and Conditions of providing postal and carriage services by InPost Sp. z o.o. shall apply respectively, subject to sect. 8-10.
8. The shipping of the Product Range on the basis of these Terms and Conditions is performed by the Operator within three days from placement of the order.
9. The delivery deadlines are calculated according to working days. Saturdays, Sundays and statutory holidays prolong the delivery time limits by the respective period of time.
10. In the case of failure to collect the Product Range from the courier following the procedure described respectively in § 9 of the Terms and Conditions of providing postal and carriage services by InPost Sp. z o.o., the Product Range is returned to the Operator, and the Sender is charged with the costs of shipping and returning in the amount equal to the fee for sending the shipment with the Product Range, as well as the return handling fee of PLN 10 net (increased by due VAT).
11. subject to the profile of the offered product, the Operator reserves the right to warehouse shortages.
12. In the case of warehouse shortages, the Operator will inform the User by e-mail (to the e-mail address specified by the User when setting up the MP account) about the new delivery period, no longer than 15 working days or about no possibility to deliver the Product Range in the above time. In the event that the Operator has fixed a new delivery time, when requested by the User, the Operator shall cancel the order and return the amount collected from MP as payment for the Product Range. In the event that there is no possibility to deliver the Product Range within 15 business days, the order will be canceled by the Operator, and any funds collected will be immediately returned to the User's MP account.
13. In the event that the Operator processes the order in part, the Operator will inform the User by e-mail (to the e-mail address specified by the User when setting up the MP account) about the delivery time, no longer than 15 business days, for the remaining part of the order. Section 12 sentence 2 shall apply respectively.
14. The Product Range purchased by the User (Sender) is not subject to return or replacement.
15. For selected Business Customers, the Operator offers access to the possibility to order free consumables. The limit for free material orders, determined on the basis of the volume shipped by the Customer in the previous calendar month, is specified in the Parcel Manager application. The Operator reserves the right to suspend, change or withdraw the option of issuing free consumables, with information transferred in the Parcel Manager application 2 weeks in advance. The above limit (in this section as "Limit") is granted to selected Business Customers (according to the information transferred by the Operator to the Business Customer). The limit is granted and settled starting from the Business Customer's first order of services in MP, including distribution of the Product Range covered by these Terms and Conditions, i.e. the initial fact of the Business Customer becoming bound by these Terms and Conditions, and is renewed with each subsequent started calendar month, and, at the same time, is not renewed with the Business Customer's each subsequent order of the aforementioned services (in particular throughout the duration of this calendar month), also if, in the course of placing such order, the Business Customer accepted again the content of these Terms and Conditions, unless the content of these Terms and Conditions has changed to the extent including removal or modification of the Limit - in such case binding as to the Limit are those Terms and Conditions which were effective on the day of the Business Customer's placing the order through MP, for the distribution of the Product Range, and which were the modified provisions concerning the Limit as compared to the provisions previously binding for the Business Customer.
16. The maximum daily order level per one Customer is specified in MP, as the maximum available number of pieces available for an order for the given type.

### § 4. Complaints

1. In the event of any discrepancies of the product with the contract, the User (the Sender) is obliged to send the description of the discrepancy to the e-mail address opakowania@inpost.pl, and subsequently send back the goods being the subject matter of the complaint to the Operator and proceed according to the Operator's complaint procedure provided by e-mail. The Operator shall respond to the User's (Sender's) complaint within 30 days from the time the goods are delivered to the Operator. When the verification of the discrepancy requires an opinion of the Product Range manufacturer's representative, the time limit for the Operator to take a stance shall be extended by the time required by the Operator to obtain such opinion, and the Operator shall immediately notify the User (Sender) by e-mail.

## Terms and Conditions of distribution of packaging and consumables under the InStore service provided by InPost Sp. z o.o.

Valid from 25 March 2021



2. In the event of the Operator's loss or damage of the contents of the shipment with the Product Range, the Operator is obliged to re-deliver the Product Range to the User within 3 days from the day the complaint is acknowledged to this extent.
3. When the processing of a justified complaint involves sending new goods to the User or removing the discrepancies, the costs of deliveries shall be borne by the Operator.
4. Any individual settings of the Sender's computer and monitor, creating incorrect or distorted display of the information about the Product Range, cannot be the basis for a complaint.
5. For any complaint, the Operator is liable up to the value of the order the complaint notification applies to.
6. The Operator shall not be liable for any damages to the Product Range resulting from improper use by the User (Sender) as well as for any damages arising as a result of the User's (Sender's) failure to observe the recommendations included in the user's manual.

### § 5. Final provisions

1. The Sender may send any communication and notifications to the e-mail address [opakowania@inpost.pl](mailto:opakowania@inpost.pl)
2. Any matters not regulated in these Terms and Conditions shall be governed by the provisions included in the Terms and Conditions of the "Paczkomaty 24/7" service provided by InPost Sp. z o.o. and the Act of 23 April 1964 - Civil Code (Journal of Laws 2017 item 459 as amended).
3. The Terms and Conditions are effective as of 25 March 2021, replacing the previous terms and conditions of 1 October 2020.
4. The Operator will inform the Senders about any important changes in the Terms and Conditions in the form of a notice posted at [www.inpost.pl](http://www.inpost.pl) with at least 7 days' advance. Any change in the Pricelist shall not constitute a change in the Terms and Conditions, and the Operator is authorized to change the Pricelist at any time, by publishing a new version of the Pricelist in MP as well as on the Operator's website, available at <https://inpost.pl/regulaminy> – given the above, the User states that has become familiar with the current Pricelist before placing an order.