



§ 1. General Provisions

- 1. These Terms and Conditions (T&C) governing the provision of international courier Services by the InPost Group set out the rules for the implementation and terms of using the Services provided by the Operator.
- 2. The Services provided by the Operator are not of a universal nature (e.g. universal postal services).
- 3. The Operator does not provide the Services relating to the delivery of correspondence unless the provisions of these Terms & Conditions or the Agreement explicitly allow for it.
- 4. The Services are rendered for commercial purposes in accordance with the commonly Applicable Law, with the proviso that the law of the Country of Pick-up applies to the Services if the Parcel is sent in the Country of Pick-up, taking into account the application of the absolutely binding laws to the Recipients in the Destination Country, and including but not limited to the provisions of the CMR Convention. In addition, the provisions of the Terms & Conditions applicable to the Country of Pick-up of the Parcel apply to the Sender of the Parcel with respect to the pick-up activities, and the provisions of the Terms & Conditions applicable to the Destination Country of the Parcel apply to the Sender and the Recipient of the Parcel with respect to the delivery activities.
- 5. Any other rules and regulations of the Operator do not apply when providing international courier Services unless the Agreement explicitly provides otherwise.
- 6. The Operator may use a Local Company or other subcontractors when performing the Services, for whose actions and omissions such Operator is responsible.
- 7. To the extent that the Recipient of a Parcel needs support, information, or other action relating to such Parcel, their point of contact will be the Local Company assigned for the Destination Country in accordance with Appendix no. 1 to these T&C. This Local Company will act on behalf of the Operator in each case.
- 8. The Operator, under helpline numbers indicated for a given Country in Appendix no. 1 to these T&C may provide, in particular, information about the status of the Parcel and any Services performed on the Parcel. In the authentication process, the Operator may ask the interlocutor to specify, in particular and depending on the Country, such data as: their first name, surname, company name (if applicable) as well as the telephone number or the e-mail address linked to the Parcel, number of the Label and the Parcel's collection code or the zip code.

§ 2. Definitions

- 1. The terms used in these T&C have the following meaning:
 - 1) **Additional Services**: the services offered by the Operator exclusively in connection with the provision of the Main Service, which are specified in the Price List.
 - 2) **Agreement**: a contract for the provision of the Services, concluded between the Operator and the Sender, regulating in detail the rights and obligations of the parties and related to the provision of the Services specified in these T&C.
 - 3) Applicable Law: law generally applicable for the Services, which is:
 - a) <u>as a general rule</u> the law applicable to the Country of Pick-up, as the binding law for the Services on each stage of their performance, and
 - b) <u>as an exception</u> the absolutely binding laws for the Destination Country (and, if necessary, in the Transit Country), but only:
 - i. in the relationship between the Operator and the Recipient, and
 - ii. between the Operator and the Sender to the extent that the Operator is obliged to fulfil the obligations imposed on it pursuant to said law
 - including but not limited to the rules for dealing with dangerous or illegal Parcel's content, regulations governing the Services in the Delivery Country and the CMR Convention.





- 4) **Authorization Data**: any data or information required by the Operator and Local Company from the Recipient in the relevant Destination Country when delivering the Parcel to the Recipient.
- 5) Business Client: a customer who is not a Consumer within the meaning of the Applicable Law.
- 6) **Business Day**: any day from Monday to Friday, except for bank holidays, according to the Applicable Law.
- 7) **Consumer**: any natural person who acts for the purposes unrelated to commercial, business, craft, or professional activities.
- 8) **Country**: a country being the Country of Pick-up or Destination Country, as detailed in Appendix no. 2 to these T&C.
- 9) **Country of Pick-up**: the country in which the Parcel is handed over by the Sender to the Operator unless the Agreement provides otherwise.
- 10) **Courier**: a member of staff of the Operator or its subcontractors (including the Local Company), who delivers the Parcels or picks them up from the Sender.
- 11) **Delivery Point**: a PUDO or Parcel Locker indicated by the Sender, located in the Destination Country. The local name for a given type of Delivery Point is specified in Appendix no. 2 to these T&C.
- 12) **Depot**: an organizational unit of the Operator creating its logistics network.
- 13) **Destination Country**: the country where the Parcel is delivered to the Recipient.
- 14) **Force majeure**: external events, impossible to predict, the effects of which cannot be prevented, and in particular, the forces of nature (earthquakes, hurricanes, floods), and riots, general strikes, epidemics, pandemics, military actions, and actions of the state authorities (import bans, export bans, border and port blockade, expropriation, etc.).
- 15) Hub: the main Depot.
- 16) **InPost Group**: InPost S.A. (Luxembourgish joint stock company, société anonyme) with its registered office in Luxembourg at the address: 70, route d'Esch, L-1470 Luxembourg, Grand Duchy of Luxembourg, registered in the Luxembourgish commercial register (RCS) under number B248669, Tax Identification Number LU327 511 80, and other companies over which InPost S.A. has control.
- 17) **Label**: part of the Parcel that contains the data required for the provision of the Services and the number that enables the tracking of the Parcel.
- 18) **Local Company**: the company belonging to the InPost Group which, in a given Country, performs activities and services on behalf of the Operator (as its main subcontractor), as defined for a given Country in Appendix no. 1 to these T&C.
- 19) **Main Services**: the Services consisting in collection, transport, handling, and delivery of the Parcels by InPost within the Territory.
- 20) **Mobile Application**: dedicated for mobile devices (smartphones, tablets) the application whose current name for a given Country is specified in Appendix no. 2 to these T&C, downloadable with the use of the links available at the Website, Google Play or App Store, assisting in processes related to handling a Parcel picked-up and delivered by the Operator.
- 21) **Operator**: a company belonging to the InPost Group which, in a given Country of Pick-Up, concludes an Agreement with the Sender and is responsible for its performance, indicated for a given Country in Appendix no. 1 to these T&C.
- 22) **Parcel**: an item received by the Operator from the Sender for delivery from the Pick-up Point to the Delivery Point, whose weight, dimensions and permissible content for a specific Country of Pick-up and Destination Country are compliant with these T&C.
- 23) **Parcel Locker**: a deposit locker (whose local name for a given Country is specified in Appendix no. 2 to these T&C) consisting of compartments, enabling the authorized person to self-service send or collect a Parcel.





- 24) **Pick-up Point**: a PUDO or Parcel Locker located in the Country of Pick-up. An Agreement may provide for other locations (e.g. the Operator's Depot or Sender warehouse) or allow if available for a given Territory the pick-up of Parcels from such locations by the Operator.
- 25) **Price List**: an appendix to an Agreement, which determines the price for the Services, and a list of additional fees. The Price List determines the price for the Services, offered to Business Clients.
- 26) **PUDO**: a place (whose name for a given Country is specified in Appendix no. 2 to these T&C) operated by staff, enabling the authorized person to collect and deliver a Parcel, or depending on the information on the Website, also send a Parcel.
- 27) **Recipient**: a person entitled to collect the Parcel.
- 28) **Services**: the Main Service and Additional Services connected with the Main Service provided according to the provisions of an Agreement and these Terms & Conditions.
- 29) **Sender**: a natural person (operating business activity in their own name), legal person or organizational entity without legal personality who is a Business Client, with whom the Operator concluded (in written, electronic or document form) an Agreement.
- 30) **Terms & Conditions** *or* **T&C**: these terms and conditions and any appendices attached thereto, as applicable as at the date of posting the Parcel.
- 31) **Territory**: Destination Countries chosen by both the Sender and the Operator as specified in the Agreement.
- 32) **Transit Country**: a country other than the Country of Pick-up or the Delivery Country through which the Operator moves the Parcel in order to perform the Services.
- 33) **Website**: A website containing information referred to in the content of these T&C, with a different web address for each Country. If the T&C refer to information regarding the pick-up, it will be available on the website for the Country of Pick-up, and if the T&C refer to the information regarding the delivery, it will be available on the website for the Delivery Country. A list of website addresses for each Country can be found in Appendix no. 2 to these T&C.

§ 3. Scope of the Services

- 1. The Operator provides the Service within the Territory only at locations where the Operator or the Local Company respectively has the Pick-up Point or the Delivery Point.
- 2. The Services are provided on Business Days unless the Agreement or these Terms & Conditions state otherwise.
- 3. The catalogue of Services provided with the list of their availability in different Countries are specified in the Price List
- 4. PUDOs and Parcel Lockers are available on certain days and within certain operation hours in accordance with the list published on the Website. The Website also contains information on the required dimensions of the Parcels that can be accepted from the Sender at the PUDOs and Parcel Lockers if different from those set out in §4, and any information on the inability to provide Services through PUDOs and Parcel Lockers.
- 5. The Operator indicates that certain Parcel Lockers or PUDOs may not be dedicated to handling Parcels of all dimensions and weight specified in these T&C, including in the scope of their acceptance and delivery, or that it may not support some Additional Services or operate on different terms in the scope of operating hours or services available at these Parcel Lockers or PUDOs. That is why the Operator recommends that the Sender or the Recipient, before selecting the Parcel Locker or PUDO to which the Parcel is to be addressed or sent, should verify the characteristics of the selected Parcel Locker or PUDO, including the terms and hours of operation, so that their selection corresponds to the preferences of the Sender or the Recipient. An up-to-date list of Parcel Lockers or PUDOs with information about their characteristics is available at the Website. Selection of the proper Parcel Locker or PUDO is at all times at the Sender's risk and responsibility and that





is why the Sender undertakes to indemnify and hold the Operator harmless from any damage, including legal fees, and any legal action which may be brought against it by the Recipient in this regard.

§ 4. Requirements concerning the Parcels

1. A Parcel must comply with the requirements of the Applicable Law, T&C and the following categories assigned to certain compartments in the Parcel Locker.

Parcel size categories	Minimum height of the Parcel (in mm) including packaging	Maximum dimensions of the Parcel (in mm) including packaging (height x width x length)	Maximum weight of the Parcel [in kg]
"A" size	21	80 x 380 x 640	25
"B" size	81	190 x 380 x 640	25
"C" size	191	390 x 380 x 640	25

- 2. In the case of Parcels for shipment size categories "A" and "B", the height of a Parcel is its shortest side, and in the case of a Parcel for "C" category, such Parcel's height is an average length side, i.e. side that is neither the shortest nor the longest side.
- 3. The Sender is solely responsible and undertakes to hold the Operator harmless for the compliance of the items in the Parcel with the Applicable Law.
- 4. It is prohibited to include in Parcels items forbidden by law, as well as items specified for the given Country of Pick-up and Destination Country in Appendix no. 10 to these T&C.
- 5. In addition, the Operator will not accept Parcels including any objects not mentioned above which, according to the Operator, may not be transported safely or legally.
- 6. The Sender guarantees that the packaging of the Parcel is appropriate for its content, that it is adapted to its content, in particular, it takes into account properties of its content, atmospheric conditions and other circumstances that may affect the condition of the packaging of the Parcel, also after its acceptance by the Operator, including the circumstances related to the transport of the Parcel by the Operator. Additionally, the Label should be placed on a Parcel in a way that ensures that it will not peel off or accidentally break off.
- 7. The Parcels must be properly and safely packed by the Sender, i.e. in a manner that makes it impossible to open the Parcel without interfering with the packaging, prevents damage to or loss of its content and damage to or loss of other Parcels in transport, as well as in a manner which does not endanger the safety of persons used by the Operator when performing the Services.
- 8. The Sender bears full responsibility for placing items sensitive to temperature changes and not resistant to low and high temperatures or other variable atmospheric conditions (atmospheric pressure, humidity, etc.) in the Parcel. The Operator informs that the temperature inside the Parcel Lockers is close to the ambient temperature, but in periods of high sunlight or higher ambient temperature, it may even significantly exceed the ambient temperature or decrease due to frost or lower ambient temperature.
- 9. The Operator accepts only the Parcels of a standard shape (cube, rectangular, poly mailers). It is not allowed to send Parcels of non-standard and irregular shape, Parcels with protruding elements or wrapped in a material preventing untroubled movement on the conveyor belt.
- 10. Detailed responsibilities of the Sender and rules concerning the securing of the content of the Parcels and packing the Parcels are specified in the Agreement.
- 11. In the event of a reasonable suspicion that the Parcel is the subject of a crime or its content poses a threat to people or the environment, the Operator must immediately notify the relevant authorities and must detain and secure the Parcel until such authorities have inspected it. In other cases, the Operator has the right to





- refuse attempts to deliver to the Recipient a Parcel with unacceptable content, and the Parcel has to be picked up by Sender at their own cost from the Operator's Depot.
- 12. The Operator reserves the right to charge an additional extra charge indicated in the Price List in the case of acceptance for the shipment of the Parcel of non-standard and irregular shape.
- 13. If the Sender provides the Operator with items that have already had excise duty paid, the Sender must follow all relevant regulations, especially those related to traceability. The Sender warrants that they have to prove, if necessary, that they are properly fulfilling these obligations and that it is beyond the Operator's responsibility.
 - The Sender will indemnify and hold the Operator harmless for any damage, including legal fees, and actions which may be brought against it by the Recipient with respect to any breach of the requirements concerning the Parcels as set out in these T&C or in the Agreement.

§ 5. Ordering the Services

- 1. The Services provided by the Operator can be ordered by the Sender through electronic tools or IT solutions.
- 2. The Operator provides software used to help to prepare the Parcel free of charge. Use of the software, however, will at all times remain at Sender's own risk and will by no means diminish the Sender's obligation pursuant to the Applicable Law, the Agreement and/or these T&C. The Operator highly recommends that the Sender should carefully read the operational manuals before using the software.

§ 6. Payment

- 1. The Prices of the Services provided by the Operator, as well as any additional charges, surcharges and penalties are specified in the Price List.
- 2. The Price List valid on the date of sending the Parcel is binding.
- 3. The fee for the Services is collected according to the Agreement.
- 4. The fee is collected on the basis of the issued VAT invoice.
- 5. Appendix to the VAT invoice issued on the basis of the Agreement is a list of the Services related to the Parcels sent by the Sender in a given settlement period, specifying the completed Services.
 - The basis for determining rates, prices, surcharges, fees, and penalties is the data originating from the Operator's IT systems, including measurements. These data take precedence over any data provided by the Sender.

§ 7. Operator's rights

- 1. The Operator may refuse to perform the Services or may discontinue them, if:
 - 1) the Sender fails to fulfill the requirements specified in these T&C, in particular as regards the excluded content of the Parcel and the packaging rules;
 - 2) the content or the packaging of the Parcel exposes third parties, the Operator, other Parcels or the environment to potential or actual claims or damage;
 - 3) there are texts, images, drawings, or other graphic signs on the packaging of the Parcel or in visible parts of its content that violate the Applicable Law or personal interests of the Sender, the Recipient or other persons:
 - 4) the Services are to be provided, entirely or in part, outside the Territory (it does not apply to Transit Countries),
 - 5) the collection or transport of the Parcel is forbidden pursuant to the Applicable Law; and/or
 - 6) the Sender defaults with payments for the Services provided by the Operator.
- 2. The Operator may also refuse to conclude an Agreement, or terminate it, or provide Services, if:





- the event or events described above have occurred, or the Operator reasonably believes they may occur,
- 2) if a Sender conducting business activities of further sale of the Services based on the Agreement, did not get prior, written consent of the Operator to send or transfer for sending such third-party Parcels. "Further sale of the Services" is understood to mean intermediation, which is offering by the Sender to third parties the Services performed by the Operator. However, the offering of Services in connection with the delivery of items carried out by the Sender is not considered a further sale of the Services.
- 3. 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 by the Operator from the outside of its packaging.
- 4. If the Operator unilaterally withdraws from the Agreement for the provision of the Services for reasons specified in sub-paragraph 1 and 2 above, the accepted Parcel is returned to the Sender at the Sender's expense, according to the Price List. The fee collected for the non-performed Services will also be refundable.
- 5. Acceptance of the Parcel by the Operator from the Sender does not give rise to a presumption of compliance of its content with these T&C.
- 6. If there is a reasonable suspicion that the Parcel does not meet the requirements referred to in these T&C or could expose third parties, the Operator, other Parcels or the environment to damage, injuries and/or losses, the Operator may, subject to the Applicable Law, check the content of the Parcel at each stage of providing the Services (including inspect or X-ray scan), also before accepting such Parcel, and then decide to refuse to accept the Parcel, accept the Parcel or terminate the Agreement and stop the provision of the Services and return the Parcel to the Sender subject to the terms specified in these T&C, and, in exceptional and justified situations, may, in accordance with the Applicable Law, destroy the content of the Parcel, especially if it constitutes a threat to people or other Parcels. In the event of termination of the Agreement and interruption of the Services' provision, the fee for the Services will be credited towards a fee due to the Operator for returning the Parcel to the Sender. The verification is made in line with operational processes in the Country where the Parcel is handled.
- 7. In a situation where the content or a defective packaging of the Parcel resulted in:
 - the need to protect the Operator's property, including the need to use specialized measures intended for destruction of the content of the Parcel or call relevant services having specialist tools for destruction, disposal or protection of the content of the Parcel inconsistent with these T&C in a situation, when such protection is necessary for further work of member of staff of the Operator or its subcontractors (including the Local Company) during transport, sorting and delivery of the Parcel,
 - a physical injury of the member of staff of the Operator or its subcontractors (including the Local Company) that resulted in health impairment of an employee, or interruption of work performed by them in order to receive medical treatment,
 - 3) the need to evacuate employees from the building or rooms of the Operator, or its subcontractors (including the Local Company) or the need to permanently or temporarily withdraw from the means of transport (including vehicles) transporting the Parcel, as well as tools used for transport, delivery or storage of such Parcel,
 - 4) damage in the process of movement, transport, sorting or delivery of the Parcel of another Sender,
 - the Operator may impose on the Sender a contractual penalty in the amount specified in the Price List for the first Parcel, which caused any of the events indicated above in points 1-4, and a contractual penalty in the amount specified in the Price List for each subsequent Parcel, which caused any of the events indicated above in points 1-4 within a year from the occurrence of such event or events with the first Parcel, and the Sender will also be obliged to cover any costs presented to it by the Operator due to the need to secure and destroy the Parcel. Reservation of such contractual penalty fees does not exclude the Operator's right to claim compensation for the damage exceeding the stipulated contractual penalty on the general terms.





- 8. Notwithstanding the provisions above, every Sender is obliged to cover the damage caused to the Operator as a result of improper packaging of the Parcel or in connection with its unacceptable content, and in particular if the improper packaging of the Parcel or its unacceptable content resulted in at least one of the events referred to in the preceding sub-paragraph. The Sender remains liable for the above damage on the principles and within the limits of the Applicable Law (with the proviso that Appendix no. 11 to these T&C may specify the scope of such liability for a given Country of Pick-up in a different manner, in particular, if this results from the mandatory provisions in force in the Country of Pick-up).
- 9. In the event that the packaging of the Parcel is damaged to the extent that may cause further damage to the Parcel or a loss of its content, the Operator in order to continue performing the Services may protect the Parcel against further damage or loss (including the right to repackage the Parcel). 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 process the Parcel in line with operational processes in the Country where the Parcel is handled, including contact the Sender for further instructions from the Sender concerning the Parcel. If these instructions are not received from the Sender within three (3) Business Days from the date of contact, the Operator will return such Parcel to the Sender, subject to the terms set out in these T&C.

§ 8. Sending Parcels

- 1. The Operator allows the sending of Parcels via:
 - 1) Courier pick-ups if possible, in a given Country, in accordance with Appendix no. 4 to these T&C, under the terms described in said appendix,
 - 2) if the Agreement directly indicates so, also via the Depot or the main Hub,
 - 3) Parcel Locker, or
 - 4) PUDO.
- 2. It is not possible to send Parcels in any other way than by prior order and generation of a Label by the Sender using the Operator's IT solutions. In connection with the above, the preceding sub-paragraph specifies only the means of sending the Parcel prepared in a manner described in the preceding sentence.
- 3. When sending a Parcel at the Parcel Locker, only one Parcel may be placed at any one time in one Parcel Locker compartment.
- 4. Each Label can only be used for one Parcel.
- 5. The Sender is responsible for the proper preparation of the Label, including:
 - 1) the use of proper packaging for the application of the Label, and
 - 2) generating a printout and permanently attaching the label to the Parcels's packaging,
- 6. Parcels without a Label or with an illegible label will not be accepted or will be returned to the Operator's Depot in the area from which the Parcel was originally sent.
- 7. The Label is valid for 30 days counted from the ordering of the Services. After this deadline, it is not possible to ship the Parcel with this Label.
- 8. The Sender is responsible for providing the correct and complete data for the correct preparation of the Label including at least the appropriate mobile phone number and e-mail address (unless the Agreement requires otherwise) of the Sender, the mobile phone number and e-mail address of the Recipient, the category size of the Parcel as well as for selecting the method of sending the Parcel, taking into account the following:
 - 1) the weight and dimensions of the Parcel;
 - 2) the scope of Additional Services ordered as part of the Main Service; and
 - 3) restrictions on the place of sending or receiving the Parcel (Parcel Locker, PUDO) in the scope of the above points, if these restrictions were listed by the Operator at the Website before commissioning the Operator of the Service.
- 9. Failure to provide correct data may result in the inability to perform or improper performance of the Services.
- 10. The provisions above do not limit the Operator's right to request additional data for the purpose of providing





the Services in accordance with the Applicable Law.

- 11. The Sender states that:
 - 1) the Sender is familiar with the catalogue of prohibited items that may not be included in the Parcel under the Applicable Law and the provisions of these T&C,
 - 2) the Sender will not include items that are prohibited under any Applicable Law or regulation whatsoever and T&C 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) the Sender is aware that providing untruths and misrepresentations as to the content of the Parcel and the data of the Sender and the Recipient of the Parcel, as well as the submission of a Parcel containing prohibited items under the Applicable Law and these T&C, may lead to incurring legal liability on this account, including criminal liability.
- 12. For the avoidance of doubt, persons delivering Parcels on behalf of the Sender or commissioning Services on the Sender's behalf are not treated as a 'Sender', but rather as a person through which the Sender performs the Agreement. Any breach of these T&C by these persons is the responsibility of the Sender and may also burden such persons (against the Sender), depending on their legal relationship with the Sender.
- 13. Selecting the option to send a Parcel via a Parcel Locker at the same time allows the Sender to send the Parcel via a PUDO that supports the respective category size of the Parcel Locker.
- 14. In order to send a Parcel, the Sender must indicate the Recipient's digital mobile number, to enable notification of the Recipient about the sending of the Parcel, and the place of its reception addresses (Sender's and Recipient's), which are necessary to provide the Main Service, and these data are used to communicate with the Sender or Recipient while performing the Main Service, in particular for the purpose of informing the Recipient about the possibility to receive the Parcel.
- 15. In order to ensure timely delivery of the Parcel by the Operator, the Parcel, if required according to Appendix no. 5 to these T&C, has to be sent by the specified deadlines for a given Country and according to the rules established for that Country. The aforementioned deadlines (if specific deadlines are reserved) and rules are set out in Appendix no. 5 to these T&C.
- 16. Sending Parcels via a PUDO takes place on the same terms as in the Parcel Locker (subject to restrictions related to the handling of the respective categories of Parcel sizes and provision of additional services but sending a Parcel via a PUDO is possible only during working hours of such PUDO). Sending Parcels directly via the Depot (Direct Injection) is possible only on the terms individually specified in the Agreement.

§ 9. Movement and tracking of the Parcels

- 1. The Parcel will be moved from the Country of Pick-up to the Destination Country.
- 2. After the Parcel is placed in the Delivery Point, the Recipient receives information as a text message (SMS), by e-mail or in the Mobile Application (for the users of the Mobile Application) about:
 - 1) the possibility to collect the Parcel within the storage time specified for each Delivery Point in the Destination Country in accordance with Appendix no. 3 to these T&C, and
 - 2) with authorization data, in accordance with Appendix no. 6 to these T&C.
- 3. If the Recipient fails to collect the Parcel within the above indicated time limit, the Parcel will be considered not collected and will be sent back to the Sender.
- 4. If, in accordance with Appendix no. 3 to these T&C in a given Country, it is possible to extend the storage time of the Parcel at the Delivery Point, this will be done in accordance with the terms set out in said appendix.
- 5. If the Recipient did not use the Services of the paid extension of the Parcel collection date (if available) in the Delivery Point (indicated in the preceding sub-paragraph), after the lapse of the storage time or after the deadline for collecting the Parcel, in accordance with the provisions of the preceding sub-paragraph (if available), the Operator will notify the Recipient in the form of a text message (SMS) or e-mail, or via the Mobile Application (in the case of Mobile Application users) about the fact of transferring the Parcel to the Depot.





The Operator will return the Parcel to the Sender for the fee set out in the currently applicable Price List and subject to the terms specified in these T&C.

- 7. Verification of the Recipient at the PUDO is based on the authorization data specified for a given Destination Country in Appendix no. 6 to these T&C.
- 8. After entering the shipping number of the Parcel at the Website there is a possibility to track the current delivery status of this Parcel. Tracking is possible from the moment of registering the Parcel in the Operator's system until it is collected by the Recipient or returned to the Sender.

§ 10. Delivering the Parcels

- 1. The Operator declares the fact of delivering of the Parcel to the Delivery Point for a given Destination Country on the terms specified in Appendix no. 2 to these T&C.
- 2. The delivery date may be extended depending on the Destination Country, in accordance with the rules and procedures set out in Appendix no. 2 to these T&C.
- 3. The terms indicated in Appendix no. 2 to these T&C do not include statutory holidays (as defined by the Applicable Law, including law in the Country of Pick-up, Transit Countries and Delivery Country), as well as Saturdays and Sundays.
- 4. The Operator distinguishes separately the moment of delivering the Parcel and the moment of performing the Main Service on their side (including meeting the conditions in respect of delivery times), in accordance with the following:
 - 1) the Parcel is deemed delivered at the time of opening the compartment in the Parcel Locker, by a person who has authorization data or if the delivery is made at the receiving PUDO or, in particular cases indicated in Appendix no. 2 to these T&C, in other ways described in said Appendix no. 2 at the time of the Parcel's physical delivery to such person, and
 - 2) the Main Service is performed upon enabling the possibility to collect the Parcel according to these T&C, which happens upon delivery of the Parcel to the Delivery Point or (in particular cases indicated in Appendix no. 2 to these T&C) upon enabling it to be collected by other methods. The moment of placing the Parcel in the Delivery Point is also the basis for determination whether the Operator has kept the Parcel delivery time.
- 5. The Operator indicates that elected Delivery Points are available within limited hours, including due to their location in the facilities open within specific hours. Hours of availability of each of the Delivery Points are specified at the Website.
- 6. The methods of authorizing the Recipient and the information necessary to receive the Parcel for a given Destination Country (Authorization Data) are set out in Appendix no. 6 to these T&C.
- 7. After placing the Parcel in the Delivery Point, the Operator notifies the Recipient of this fact by means of a text message (SMS), by e-mail or in the Mobile Application (for users of the Mobile Application and if available in the given Country).
- 8. The Recipient bears the risk related to transferring the Authorization Data to other persons. It is agreed that a person who receives the Authorization Data is authorized by the Recipient to collect the Parcel on behalf of the Recipient.
- 9. Any exceptions to the terms described above as well as any other additional terms, specific to the Destination Country, are set out in Appendix no. 7 to these T&C.
- 10. If there should be more than one Parcel placed by the Operator in the selected Parcel Locker, belonging to the same Recipient, the Operator reserves the right to place all such Parcels, or the Parcels selected at its discretion, in a single compartment of the Parcel Locker. The Recipient will be notified by the Operator about the placement of multiple Parcels in a single compartment of the Parcel Locker, according to sub-paragraph 7 above.





11. After the expiry of the deadline for the collection of the Parcel (taking into account its extension on the terms set out in Appendix no. 3 to these T&C), the Recipient may still be able to collect such Parcel, but only until the time when the Parcel is collected by the Courier in order to initiate the Parcel's return process. However, the Operator – for reasons related to the logistics of receipt and delivery of Parcels – does not guarantee this possibility or a specific time in which the Parcel, in relation to which the deadline for its collection has expired, can still be collected by the Recipient.

§ 11. Wrong size declaration. Delivery of oversized Parcels

The terms regarding charging for incorrect declaration of weight and dimensions of Parcels as well as for the handling of Parcels whose dimensions exceed those permitted by these T&C are set out for the given Territory in Appendix no. 8 to these T&C.

§ 12. Returns of Parcels

Any returns of uncollected Parcels or any Parcels that cannot be delivered or returned (also in the event of withdrawal the Agreement for reasons for which the Sender is responsible) will be paid for in accordance with the current Price List. Returns of uncollected Parcels are directed to each Country of Pick-up in accordance with Appendix no. 9 to these T&C.

§ 13. Operator's liability

- 1. The scope of the Operator's liability is determined in the following order:
 - 1) in accordance with the Applicable Law (including in the Operator's relationship with the Sender, where the principles of liability limits are set out in the law of the Country of Pick-up),
 - 2) subsequently, in accordance with the provisions of Appendix no. 11 to these T&C, and finally
 - 3) in accordance with the provisions of this paragraph.
- 2. The Operator is not responsible for non-performance or undue performance of the Services, if non-performance or undue performance occurred:
 - 1) owing to a Force Majeure event,
 - 2) for reasons attributable solely to the Sender or the Recipient,
 - 3) due to the Sender's or the Recipient's violation of the provisions of the Applicable Law or these T&C, and/or
 - 4) due to characteristics of the sent items, and in particular their high susceptibility to damage resulting from their defects or natural properties, the Operator is also not liable for the influence of atmospheric conditions on these items, the time passing from sending them, the damage to the Parcel due to improper packaging or securing the items sent in the Parcel.
- 3. The Operator is not responsible for delays in delivering the Parcel to the Delivery Point and for delays in delivering the Parcel directly to the Recipient, if it results from the Force Majeure event, as well as for reasons not attributable to the Operator.
- 4. The Operator is not liable for the damage to the Parcel, except in the case of gross negligence or willful misconduct, and in any event to the maximum extent permitted under the Applicable Law:
 - 1) consisting in loss of data recorded on any type of data carriers, including optical and magnetic discs,
 - 2) consisting in measure and weight inside the boundaries of standard natural losses, and if there are no standards in this regard within customarily adopted limits,
 - 3) arising as a result of natural wear of the object, its defects, or natural properties,
 - 4) arising as a result of war, state of emergency, strike, riot, act of terrorism, or act of sabotage,
 - 5) caused by a nuclear reaction or radioactive contamination, regardless of source of this contamination,





- 6) resulting from incorrect addressing,
- 7) involving inconsistencies concerning the weight and the content of the Parcel with the weight and the content declared at sending, if the packaging does not bear signs of intervention, and/or
- 8) visible damage reported later than at the moment of accepting the Parcel by the Recipient.
- 5. Without prejudice to any mandatory provisions of any Applicable Law, the Operator is responsible for non-performance or undue performance of the Services within the scope specified in these T&C, if the non-performance or undue performance:
 - 1) is a consequence of a prohibited act committed by the Operator,
 - 2) was caused by the Operator's intentional fault, and/or
 - 3) results from the Operator's gross negligence,
 - in which case the provisions of the Applicable Law to the Country of Pick-up of the Parcel will apply to the Sender of the Parcel, and the provisions of the Applicable Law to the Destination Country of the Parcel will apply to the Recipient of the Parcel unless the Applicable Law provides otherwise.
- 6. The Operator is liable only for the loss, damage or destruction of the Parcel that takes place in the period from sending the Parcel at the Pick-up Point (or from collecting the Parcel from the Sender, if it is sent in another way than at the Pick-up Point) until the moment of collecting the Parcel at the Delivery Point or delivering it directly to the hands of the Recipient or the person authorized to collect the Parcel (if such a delivery method is applicable in a given Territory according to Appendix no. 2 or 7 to these T&C).
- 7. A claim for improper performance of the Services will expire as a consequence of accepting the Parcel without reservations, in particular after collecting the Parcel, and also from the Delivery Point. The above does not apply to hidden (internal) damage if the claimant proves that the damage occurred during the period in which the Operator is responsible for the Parcel, with the proviso that the discovery of the damage is communicated within the deadline set out in the Applicable Law.
- 8. The Operator bears no responsibility for items left in the Parcel Locker other than the Parcels.
- 9. Detailed liability rules are set out in Appendix no. 11 to these T&C, and they will prevail in the event of possible conflicts with the provisions contained in this paragraph.

§ 14. Complaints

- 1. The following principles apply to the requirements for handling complaints in the following order:
 - 1) in accordance with the Applicable Law (including in the Operator's relationship with the Sender, where the rules of the complaint process are set out in the law of the Country of Pick-up),
 - 2) subsequently, in accordance with the provisions of Appendix No. 11 to the T&C, and finally
 - 3) in accordance with the provisions of this paragraph as set out below.
- 2. The Sender of the Parcel may submit a complaint (unless Appendix no. 11 to these T&C provides otherwise). The complaint reported by a person unauthorized to file a complaint will be treated as not submitted, about which the Operator promptly notifies the claimer, informing them about the possibility that the complaint was submitted by an authorized person.
- 3. A complaint should be made in the form, way and manner specified for the country concerned in Appendix no. 11 to these T&C. Complaints reported in a different way than that set out in Appendix no. 11 to these T&C will not be processed, and the claimer will be notified to this effect.
- 4. It is not possible to submit a complaint via the Parcel Locker. However, the Operator allows to initiate a complaint procedure during the process of collecting the Parcel from the box in the Parcel Locker and to complete the instructions in accordance with the instructions displayed on the screen of the Parcel Locker or in the Mobile Application (in the case of users using the Mobile Application and if the Mobile Application supports this). To this end, using the appropriate option in the Parcel Locker (or in the Mobile Application, in the case of users using the Mobile Application and if the Mobile Application supports this), immediately places the Parcel in the Parcel Locker again, leaving it at the Operator's disposal. The complaint form is sent





to the Recipient's e-mail address, and the Recipient should complete it in within 14 days and have it approved, which is tantamount to submitting a complaint. Failure to fill in the form within the specified time results in sending the Parcel back to the Sender. After collecting the Parcel from the Parcel Locker and delivering it to the Depot by the Courier, the Operator opens the Parcel in the presence of a committee and prepares an appropriate report. Based on this, the Complaint Department of the Operator recognizes the legitimacy of the complaint or refuses to recognize it and consequently undertakes further activities specified in these T&C. Until submitting the complaint the Recipient can collect the Parcel from the Operator's Depot.

- 5. The complaint may be submitted no later than within 12 months from the day the Parcel was sent unless the provisions of the Applicable Law specify a different time limit or a different starting point for its counting.
- 6. Complaints submitted after the expiration of the limitation period will be left without making a decision.
- 7. Claimer is entitled to compensation for non-performance or improper performance of the Services in the case of loss or damage to the Parcel not containing correspondence in accordance with Appendix no. 11 to these T&C, by the Pick-up Country in the case of the Sender's complaint, or by the Delivery Country in the case of the Recipient's complaint (if applicable).
- 8. In the case of non-performance of the Service, the Operator, in the event of a justified complaint and regardless of the attributable compensation, returns the entire fee charged for the Services.
- 9. Compensation is paid upon request reported in the complaint. If the complaint does not specify the amount of compensation and the right to compensation does not raise any doubts, the Operator calls the claimer to indicate the amount of compensation.
- 10. Only one complaint may be submitted with regard to specific Services.
- 11. In the case of complaints filed in electronic form, the claimer will be authorized or identified by the Operator on the basis of the data they provide, which data will be compared with the data held by the Operator in its IT system in order to establish whether such a person is an authorized person under sub-paragraph I above. These data are in particular: the Label number, the e-mail address or phone number.
- 12. The complaint should contain at least:
 - 1) the full name or the name of the company and the address of residence or registered office of the Sender and the Recipient;
 - 2) indication of the claimer;
 - 3) object of the complaint;
 - 4) the number of the document confirming shipping or the Parcel number;
 - 5) justification of the complaint;
 - 6) amount of compensation if the claimer demands compensation;
 - 7) signature of the claimer in the case of the complaint reported in writing, or data identifying the claimer in the case of the complaint filed electronically or by phone;
 - 8) date when the complaint was prepared;
 - 9) list of enclosed documents; and
 - 10) the claimer's contact phone or electronic address.
- 13. Additionally, the complaint should contain information and requirements reserved for the specific Country in which it is submitted, in accordance with the provisions set forth in Appendix no. 11 to these T&C.
- 14. Submission of the complaint in the electronic form in which the claimer indicates their e-mail address is tantamount to consent to delivery of the calls and answers to the complaint in the electronic form, sent to the indicated address.
- 15. Complaints are considered by the Operator within 30 days from their notification. Complaints are processed by the Complaint Department of the Operator. In the case of the complaint this period starts to run on the day the claimer submitted the correct complaint along with all the required appendices, taking the provisions below into account.
- 16. If the complaint fails to meet the formal requirements, the Operator, if it decides it is necessary for the proper consideration of the complaint, calls the claimer to rectify the formal shortcomings within 7 days of service





of notice, under the pain of leaving the complaint without consideration. This call should include a note listing the type of shortcomings that are to be rectified, the deadline for their rectification, and the consequences of failing to rectify the shortcomings by that deadline. The term referred above is not taken into account when calculating the term for processing the complaint.

- 17. A complaint is also considered to be a notification of non-performance or improper performance of the Services, which does not contain a request for payment of compensation.
- 18. If the Operator rejects the complaint, either in full or in part, the claimer may appeal to the Operator's Department of Appeals of the Complaint Department, within 14 days from the date of service of the answer to the complaint, whereas the appeal submitted with violation of that period of time is left without consideration.
- 19. The Operator processes the appeal immediately and informs the claimer of the result of consideration of the appeal within no more than 30 days from the date the appeal is received.
- 20. The Operator's failure to give an answer to the complaint or the appeal within the stipulated time limit results in the acceptance of the complaint within the limits of the Operator's responsibility specified in the Applicable Law.
- 21. The claimer has the right to submit the complaint to the court for consideration or the proceedings specified in these Terms and Conditions, regardless of exhaustion of the complaint procedure.
- 22. The complaint procedure is deemed exhausted if the Operator refuses to accept the complaint or does not pay the claimed amount within 30 days after accepting the complaint. The claimer does not need to appeal against the result of the complaint procedure to exhaust such complaint procedure.
- 23. In the case of exhaustion of the complaint procedure the Consumer may use the possibility of out-of-court settlement procedure of disputes by electronic means via the ODR Internet platform, which gives the possibility to pursue their claims in connection with the Services. The ODR platform is available at: http://ec.europa.eu/consumers/odr/. The above does not apply to the Senders (Business Clients).
- 24. Detailed liability rules are set out in Appendix no. 11 to these T&C, and they will prevail in the event of possible conflicts with the provisions contained in this paragraph.

§ 15. Compensation

- 1. The following principles apply to the requirements for handling compensation in the following order:
 - 1) in accordance with the Applicable Law (including in the Operator's relationship with the Sender, where the terms of compensation are defined in the law of the Country of Pick-up),
 - 2) in accordance with the provisions of Appendix No. 11 to these T&C, and finally
 - 3) in accordance with the provisions of this paragraph as set out below.
- 2. If the compensation claim is accepted, the Operator pays compensation due no later than within 30 days from accepting the claim.
- 3. The Operator pays compensation in the amount requested by the claimer, unless this amount exceeds the Operator's liability limits resulting from the Applicable Law (in accordance with Appendix no. 11 to these T&C), or if in the Operator's opinion, the amount does not correspond to the damage incurred by the claimer (in which case the Operator grants compensation in a lower amount or denies compensation). The above is independent of the circumstances excluding the Operator's liability, specified in these T&C above, where in such cases the Operator refuses to acknowledge the damage and pay compensation. The rules outlined above may be subject to modifications depending on the Country, in accordance with Appendix no. 11 to these T&C.
- 4. Detailed liability rules are set out in Appendix no. 11 to these T&C, and they will prevail in the event of possible conflicts with the provisions contained in this paragraph.





§ 16. Personal Data

- 1. The data controller of the personal data of the Senders, third parties authorized by the Sender to perform activities connected with sending the Parcels and Recipients, to the extent they are natural persons, which are processed by the Operator in connection with the provision of the Services covered by these T&C is the Operator indicated for the given Country in accordance with Appendix no. 1 to these T&C.
- 2. The Operator is neither a data controller nor a processor as defined by a 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 any data contained in the Parcel and it is not responsible for its processing. In case the Parcel is opened according to provisions of these T&C the Operator becomes the controller of the data contained in the Parcel and may process it pursuant to these T&C and exclusively in the scope necessary to initiate actions required to deliver the Parcel or return it to the Sender, or find a person authorized to dispose of the Parcel.
- 3. The Operator reserves the right to monitor the activities in the vicinity of the Parcel Lockers. The recordings may be used by the Operator to process complaints, or make them available by the Operator, at the request of authorized agencies, as per the Applicable Law.
- 4. Detailed information on the processing of personal data by the Operator is listed in the Privacy Policy of the InPost Group, and available at the Website.
- 5. The Sender states that the personal data have been collected in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and more generally, any legislation applicable to such personal data in the territory of application of the Services.
- 6. Furthermore, the Sender undertakes to update, on each of its front and back-office computer systems and interfaces, the personal data of its customers as soon as a request is sent by the Operator following direct contact by a customer, so that future notices are sent to the exact and up-to-date details of the Sender's customers. The Operator may not be held liable in the event of failure to update information relating to the Sender's customers.

§ 17. Final provisions

- 1. The activities specified in these T&C, which may or must be undertaken by the Recipient, may also be carried out by the Recipient with the use of selected IT tools of the Operator's authorized business partners. The specific terms 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. The Sender is obliged to provide their contractors, including consumers, with current information provided to the Sender by the Operator in connection with the provision of the Services, including the current list of Delivery Points. The above applies in particular to those Business Clients who offer their customers a form of delivery offered by the Operator on their websites, allowing them to choose a Delivery Point.
- 3. The information provided by the Operator to the Sender may only be used by the Sender in connection with the performance of the Services covered by these T&C by the Operator.
- 4. The Operator reserves the right to change these Terms & Conditions for the following reasons or circumstances:
 - 1) changes in the legal provisions having a direct impact on the content of these Terms & Conditions,
 - 2) specific obligations being imposed on the Operator by state authorities or common courts,
 - 3) changes to the Price List (If the change to the Price List necessitates a modification of these T&C) or the appendixes thereto (in the scope of modifying the terms of the preparation or packaging of the Parcels and the types of items excluded from the Services),





- 4) improving the Services provided on the basis of these Terms & Conditions,
- 5) changing the scope of the Services provided under these Terms & Conditions, including the introduction of new services,
- 6) improving customer service (business clients, retail customers, Senders, Recipients) and the complaint handling process,
- 7) improving the protection of the privacy of customers (Business Clients, retail customers, Senders, Recipients),
- 8) preventing abuse that may arise when commissioning and providing the Services covered by these Terms & Conditions,
- 9) ensuring the safety of customers (Senders, Recipients) and the Operator,
- 10) technological or functional changes of the Mobile Application or the Website,
- 11) changes in the operational, economic or market conditions of the Services covered by these Terms & Conditions,
- 12) technological or functional changes related to the provision of the Services covered by these Terms & Conditions,
- 13) editorial changes, corrections of clerical and accounting errors, and/or
- 14) updating the registration, address and contact details, as well as the references contained in these Terms & Conditions,
 - however, the Operator has an obligation to notify about any significant changes in these Terms & Conditions, the Price List and the appendices in the form of information published on its Website, at least 14 days in advance.
- 5. The Operator may introduce changes to these Terms & Conditions without observing the 14-day period referred to in sub-paragraph 3 above, in the case where:
 - 1) it has been obliged to change these Terms & Conditions, the Price List or appendices by a state authority, a common court, or under the Applicable Law, within a period preventing compliance with the 14-day period referred to in sub-paragraph 3 above,
 - 2) such changes grant new rights to customers (Senders, Recipients) or extend the scope of their current rights, or
 - 3) new services, products or functionalities are introduced that neither deteriorate nor replace the Services, products or functionalities offered by the Operator on the basis of these Terms & Conditions.
- 6. The appendices to these T&C constitute an integral part thereof. The appendices are as follows:
 - 1) Appendix no. 1: List of Operators and Local Companies.
 - 2) Appendix no. 2: Countries and delivery times. Local names.
 - 3) Appendix no. 3: Storage times.
 - 4) Appendix no. 4: Courier pick-ups.
 - 5) Appendix no. 5: Deadlines for pick-up of Parcels.
 - 6) Appendix no. 6: Authorization Data.
 - 7) Appendix no. 7: Specific delivery differences in given Country.
 - 8) Appendix no. 8: Wrong sized Parcels. Delivery of oversized Parcels in Destination Country.
 - 9) Appendix no. 9: Uncollected Parcels. Returns.
 - 10) Appendix no. 10: Forbidden items.
 - 11) Appendix no. 11: Liability. Complaints. Compensation.
- 7. If there are provisions in the Agreement and these T&C that regulate the same area differently, the Agreement will take precedence.
- 8. Only these T&C in English in their full content are binding, and any translations thereof into other languages, extracts or abstracts are for illustrative purposes only.







- 9. The law applied in matters not regulated in these T&C and the competent court in case of disputes is determined by the Agreement, taking into account the Applicable Law.
- 10. These Terms & Conditions were laid down on April 17, 2024 and enter into force on September 02, 2024.





Appendix no. 1 to the Terms and Conditions: <u>List of Operators and Local Companies.</u>

Each Operator for a given Country is at the same time a Local Company of another Operator to the extent that it handles in its Country a Parcel originating in the Country of the other Operator:

Poland	InPost sp. z o.o. with its registered office in Kraków, ul. Pana Tadeusza 4, 30-727 Kraków, entered in the Register of Entrepreneurs of the National Court Registry kept by the District Court for Kraków – Śródmieście, 11th Commercial Division of the National Court Registry, under KRS Number 0000543759, Tax Identification Number (NIP): 6793108059. Helpline numbers: +48 722-444-000 or 746-600-000 (both from landline and mobile phones, costs depend on provider), e-mail address: bok@inpost.pl
France	MONDIAL RELAY, SASU, with a capital of € 500 400, whose head office is located at 1 Avenue de l'Horizon, 59650 Villeneuve d'Ascq, registered under the number 385 218 631 to Lille Metropole RCS.
	Helpline numbers: + 33 9 69 32 23 32(both from landline and mobile phones, costs depend on provider), e-mail address: suividecolis@mondialrelay.fr
Italy	Locker Inpost Italia srl a socio unico with its registered office in Milan Viale Cassala 30 – 20143 Milano, registered at Registro Imprese di Milano-Monza-Brianza-Lodi VAT No. 08568700960
	Helpline numbers:
	+39 0238582894 (both from landline and mobile phones, costs depend on provider),
	e-mail address:
	servizioclienti@inpost24.it
	Customer service availability: Monday – Saturday, 8:00 - 20:00 CEST.
Spain	MONDIAL RELAY S.A.S.U., SUCURSAL EN ESPAÑA
	W-0015130H
	C/ CAMI DE LES OLIVERES, 1
	08800 VILANOVA I LA GELTRÚ, BARCELONA
	Helpline numbers:
	+34 900 900 137 (both from landline and mobile phones, costs depend on provider),
	e-mail address:





	hola@inpost.es,
	inoral@mpost.es,
	Customer service availability: Monday – Friday, 8:30-20:00, Saturday, 9:00-13:00 CEST
Portugal	Mondial Relay Sucursal em Portugal
	PT 980682835
	Av. Coronel Edgar Pereira Costa Cardoso, 3 E
	2615-360 Alverca do Ribatejo, Portugal
	Helpline numbers:
	+351 211245624 (both from landline and mobile phones, costs depend on provider),
	e-mail address:
	ola@inpost.pt
	Customer service availability: Monday – Friday, 9:00-18:00.
Belgium	MONDIAL RELAY, a simplified joint-stock company with a capital of 500,400 Euros, registered
20.9.4	under the number: 385 218 631, to Lille Metropole RCS, whose head office is located at 1 Avenue
	de l'Horizon, 59650 Villeneuve d'Ascq, France
	whose Belgian branch is registered with the Crossroads Bank for Enterprises (CBE) under
	number: 0897 708 175, whose registered office is located at 15 rue François Englert, 1480 Tubize,
	Belgium.
	Helpline numbers:
	+ 32 23 40 06 10 (both from landline and mobile phones, costs depend on provider),
	e-mail address:
	suividecolis@mondial.fr.
Luxembourg	MONDIAL RELAY, a simplified joint-stock company with a capital of 500,400 Euros, registered
	under the number: 385 218 631 to Lille Metropole RCS, whose head office is located at 1 Avenue de
	l'Horizon, 59650 Villeneuve d'Ascq, France
	represented by it's Belgian branch is registered with the Crossroads Bank for Enterprises (CBE)
	under number: 0897 708 175, whose registered office is located at 15 rue François Englert, 1480
	Tubize, Belgium.
	Helpline numbers:
	+ 32 23 40 06 10 (both from landline and mobile phones, costs depend on provider),
	<u>e-mail address:</u> suividecollis@mondialrelay.fr.
Netherlands	MONDIAL RELAY, a simplified joint-stock company with a capital of 500,400 Euros, registered
	under the number: 385 218 631 to Lille Metropole RCS, whose head office is located at 1 Avenue de l'Horizon, 59650 Villeneuve d'Ascq, France







whose Netherlands branch is registered with the Crossroads Bank for Enterprises (CBE) under number: 0897 708 175, whose registered office is located at Kamerlingh Onnesweg 2 4131 PK Vianen, Netherlands

Helpline numbers:

+ 31 76 808 0465 (both from landline and mobile phones, costs depend on provider), e-mail address:

sales.nl@mondialrelay.nl.







Appendix no. 2 to the Terms and Conditions: Countries and delivery times. Local names and Websites.

1. <u>List of Countries and estimated delivery times of the Parcels delivered between them (where the number is the number of Business Days counted from the Business Day of sending the Parcel):</u>

		Country of Pick-up							
		Poland	Italy	France*	Spain	Portugal	Belgium*	Luxembourg*	Netherlands*
	Poland	×	5	3	4	5	3	3	3
2	Italy	5	Х	4	4	5	4	4	4
Destination Country	France*	3	4						
S L	Spain	4	4						
natio	Portugal	5	5						
estir	Belgium*	3	4						
Δ	Luxembourg*	3	4						
	Netherlands*	3	4						

*As an exception to the defined Business Days, collections and deliveries are made in France, Belgium, the Netherlands, and Luxembourg from Tuesday to Saturday.

All the above-mentioned delivery times are an estimation, which means that the Operator will make all reasonable efforts to deliver within these timeframes. At the same time, the Operator commits to delivering the Parcels within the above deadlines, extended by no more than additional 6 Business Days.

The delivery times will not include days during which events of Force Majeure occur or strikes involving blockades of public roads by entities other than the Operator and its subcontractors, if the events of Force Majeure or strikes affect the transport of the Parcels, in particular if they occur along the usual route of transport with the Parcels.

2. Events of extension of delivery times:

Poland	1)	In the event of:
		a) the Parcel Locker overfill, or
		b) a breakdown, deactivation, or maintenance of the IT system that handles
		the Parcel Locker,
		if the events described above prevent the delivery of the Parcel to the Parcel
		Locker on the delivery times indicated in sub-paragraph 1 in Appendix no. 2 to





the T&C, the Operator will place the Parcel in storage at the temporary PUDO or Parcel Locker, which will be located no more than two (2) kilometers in a straight line from the Parcel Locker originally selected by the Sender;

- 2) The Storage time at the place of storage, i.e. a temporary Parcel Locker or PUDO (hereinafter "Temporary Storage Period") is the following:
 - a) one (1) calendar day directly after the day when the Parcel was put in a temporary PUDO or Parcel Locker, or
 - a holiday and any holidays directly after it, if such day (days) fall directly
 after the day when the Parcel was put in a temporary Parcel Locker (in
 such a case, storage can proceed only in the temporary Parcel Locker), or
 - c) one (1) calendar day and, if the directly following day is a holiday and any holidays directly after it (if such day (days) are directly after the day when the Parcel was put in a temporary Parcel Locker) – in such a case, the temporary storage period is also this holiday or holidays; in the case described in this letter, storage can proceed only in a temporary Parcel Locker.
 - if a 'holiday', indicated in letter b) and c) above is a day which is a holiday as defined by the Polish law (except for Sundays, unless the holiday specified in these regulations is on Sunday, e.g. Easter Sunday),
- 3) In the case of storing the Parcel at a temporary PUDO or Parcel Locker, according to point 1 above, the Operator sends the Recipient a text message (SMS) or e-mail message or through the Mobile Application containing information concerning the following:
 - a) putting the Parcel in a temporary PUDO or Parcel Locker for storage,
 - b) ending the Parcel's temporary storage period in a temporary PUDO or Parcel Locker, which is the beginning of the process of delivering this Parcel to the Parcel Locker originally selected by the Sender,
 - c) putting the Parcel in the Parcel Locker originally selected by the Sender
 after the end of the process of its delivery to the Parcel Locker indicated in letter b) above.
- 4) During the whole temporary storage period the Operator allows the Parcel to be collected from the place of storage, i.e. a temporary PUDO or Parcel Locker (excluding periods during which these locations are not open). If the Recipient has not collected the Parcel in the temporary storage period, this Parcel will be collected by the Operator from the place of its storage for delivery to the Parcel Locker originally selected by the Sender on the date directly after the last day of the temporary storage period and, consequently, until the Parcel is collected by the Operator from the place of its storage, it is possible for the Recipient to pick it up from such place. For the Parcel delivered to the Parcel Locker originally selected by the Sender after the end of the storage procedure in a temporary PUDO or Parcel Locker, as described in the preceding points, the terms of delivery described in this point will apply.
- 5) If it is necessary to apply the provisions above due to the need to conduct maintenance of the Parcel Locker's IT operating systems by the Operator, then such day is treated in the same way as a holiday described in point 2) above, and in such case the temporary storage period is determined by respectively applying point 2) letter b) or c) above. System maintenance cannot last more than one (1) calendar day, and the Operator will inform about such maintenance





	at least 7 days before its planned date, in the form of a message on the Website and can also notify about such maintenance through Operator's IT system, an email or text message (SMS) or in the Mobile Application. 6) If justified, Operator reserves the possibility to deliver the Parcel: a) directly to the Recipient at the address indicated by them, located within the administrative boundaries of the place where the Parcel Locker originally selected by the Sender is located, and in the event of the Recipient's objection or failure to indicate the address in accordance with the above requirements, the Operator will return the Parcel to the Sender, of which it will notify the Recipient, or b) directly next to the Parcel Locker originally selected by the Sender ("Mobile Parcel Locker" – Courier handing over the Parcels at the Parcel Locker). 7) A "justified situation" is defined as an overfill of Parcel Lockers, and a breakdown, deactivation, or maintenance of the IT system that serves the Parcel Locker, if the Operator has previously applied other forms of delivering the Parcel set out in this paragraph, in particular storing the Parcel according to point 1) - 4) above, or if these other delivery forms could not be applied as a result of Force Majeure. 8) In the event that the original (destination) place of delivery of the Parcel is a Delivery Point available for limited hours only (including due to their location in facilities open at specific hours), if on any day falling on the original date of collection reserved for these places these points were closed all day long (in particular as a result of the closure of the premises in which they are located), the Operator for each such day will extend the original date of collection of the Parcel by additional 24 hours. The Operator will notify the Recipient about the extension of the deadline for collection of the Parcel.
France	If the delivery to the Delivery Point is impossible: if the Parcel cannot be delivered to the Delivery Point, the Operator will request instructions from the Sender and in the event that no such instructions are received within 3 days, then the Operator may deliver the Parcel to the nearest available Delivery Point (depending on availability), and will inform the Recipient about it by e-mail. No reimbursement of the Services will be possible as a result. Parcels which have not been collected or which have been refused by the Recipient at the end of the storage time will be returned to the Sender via the Operator network, in accordance with the terms agreed in the Agreement. In this case, the Sender is informed by email when the Parcel arrived in the Delivery Point where it was sent originally (or a close one if said Delivery Point is not available)
Italy	and that it will remain there for 8 days. If not collected, the Parcel will be sent to the closest Depot and will remain available to the Sender for additional 14 days. After this last period, the Operator can freely dispose of the Parcel as it wishes. In the event that, for any reason, it is not possible to deliver to the Delivery Point indicated in the Services order, Operator may redirect the Parcel to another Delivery Point in the pearest one from the initially indicated communicating the new Delivery
	Point in the nearest one from the initially indicated, communicating the new Deliver Point to Sender and to the Recipient.





	1
	If there is no other Delivery Points within a five-(5)-kilometer radius, the Parcel will be sent back to the Sender.
Spain	+1 extra day for the Balearic Islands. If, for any reason, it is impossible to deliver to the
	Delivery Point indicated in the Services order, the Operator may redirect the Parcel to
	the nearest one from the initially indicated point, communicating the new Delivery
	Point to the Recipient.
	If there is no other suitable Delivery Point, or the Parcel is not collected within the
	specified storage time, the Parcel will be sent back to the Sender.
Portugal	If, for any reason, it's impossible to deliver to the Delivery Point indicated in the
	Services order, the Operator may redirect the Parcel to the nearest one from the
	initially indicated point, communicating the new Delivery Point to the Recipient.
	If there is no other suitable Delivery Point, or the Parcel is not collected within the
	specified storage time, the Parcel will be sent back to the Sender.
Belgium	Same as for France
Luxembourg	Same as for France
Netherlands	Same as for France

3. <u>Local names:</u>

1) <u>Delivery Points:</u>

		Parcel Locker	PUDO
	Poland	Paczkomat®	PaczkoPunkt <i>or</i> POP <i>or</i>
			Punkt Obsługi Paczek
ntr	France	Locker	Point Relais®
Country	Italy	Locker	InPost Point
_	Spain	Locker	Punto Pack
tio	Portugal	Locker	Ponto Pack
Destination	Belgium	Locker	Point Relais®
Sec	Luxembourg	Locker	Point Relais®
_	Netherlands	Parcel	Afhaalpunt®
		Locker/Pakketautomaat	

2) Mobile Application:

٦	Poland	InPost Mobile		
natic	France	Mondial Relay, suivi de colis		
estination	Italy	not available		
۵	Spain	Not available		





Portugal	Not available
Belgium	Not available
Luxembourg	Not available
Netherlands	Not available

4. Webpage:

Poland	https://inpost.pl/	
France	https://www.mondialrelay.fr/	
Italy	https://inpost.it	
Spain	https://www.inpost.es/	
Portugal	https://www.inpost.pt	
Belgium	https://www.mondialrelay.be/	
Luxembourg	https://www.mondialrelay.be/	
Netherlands	https://www.mondialrelay.nl/	







Appendix no. 3 to the Terms and Conditions: Storage times.

a) The storage time of the Parcel in the respective Destination Country, starting with the time the Parcel is placed at the Delivery Point:

		Parcel Locker	Parcel Locker in a building with limited opening hours	PUDO
	Poland	48 hours	72 hours	72 hours
ΕŢ	France	8 days	8 days	8 days
Country	Italy	7 days	7 da	ys
	Spain	8 days	8 days	
Destination	Portugal	8 days	8 days	
inat	Belgium	8 days	8 days	8 days
esti	Luxembourg	8 days	8 days	8 days
۵	Netherlands	8 days	8 days	8 days

b) Rules (exceptions) for extending storage time in the given Destination Country:

Poland

The Operator enables the Recipient, for a fee, to extend the storage time of the Parcel at the Parcel Locker, each time for another 24 hours via the Mobile Application, taking into account the following rules for extending the date of collection of the Parcel:

- an order to extend the storage time may be submitted via the Mobile Application (in the form of a separately ordered service),
- 2) such service may be ordered not earlier than 12 hours before the end of the storage time of the Parcel (or 24 hours before the end of the time limit for collecting the Parcel in a building with limited opening hours), but in no case later than before the expiry of that period (including also when said period was previously extended pursuant to the provisions of the present section),
- 3) the period stipulated in the T&C for collecting the Parcel is extended by another 24 hours, counted from the expiry of the storage time originally reserved for collection (or the expiry of the period extended in accordance with the present point),
- 4) the Recipient may repeatedly extend the storage time of the Parcel, subject to the terms set out in this point (and for a separate fee, as indicated in point 6 below for each order to extend the storage time). However, once the Recipient or a person authorized by the Recipient opens the Parcel Locker, in which the Parcel covered by the extended storage time is located, this time will finish without the possibility of its further extension, also in relation to the remaining Parcels of the Recipient in this particular Parcel Locker.
- 5) an order to extend the Parcel storage time is possible only in relation to the date stipulated in Appendix no. 3 to the T&C for a Parcel Locker storage time, and the extension of the collection date does not apply, in particular, to the other delivery times or storage periods,





6) the fee for extending the storage time - for every 24 hours - amounts to PLN 6.50 net (PLN 7.99 gross) and is the same, regardless of the size category of the Parcel (A-C size) or the number of Parcels in it, 7) payment for the service of extending the Parcel collection date can only be made via the Mobile Application, each time using the payment methods specified in that application, 8) the Recipient will receive a confirmation of the extension of the collection date in an e- mail sent to the Recipient's e-mail address provided by the Sender and in the form of a push notification in the Mobile Application. The extended, total Parcel collection time will become visible in the "Parcel details" tab of the Mobile Application, 9) if the Recipient uses the option to extend the date of collecting the Parcel, the Operator will provide the Recipient, via the Mobile Application - 12 hours before the expiry of the extended (in accordance with the above provisions) date for its storage time - a notification concerning the need to collect the Parcel from the Parcel Locker, regardless of the nature and type of location of a given Parcel Locker. France No exceptions / Extensions are not possible, unless in exceptional circumstances, by contacting the Customer Care. Spain No exceptions / Extensions are not possible. No exceptions / Extensions are not possible.				
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Luxembourg No exceptions / Extensions are not possible.	Portugal	No exceptions / Extensions are not possible.		
	Belgium	No exceptions / Extensions are not possible.		
Netherlands No exceptions / Extensions are not possible.	Luxembourg	No exceptions / Extensions are not possible.		
	Netherlands	No exceptions / Extensions are not possible.		







Appendix no. 4 to the Terms and Conditions: Courier pick-ups.

Rules for C

Poland	The Canda	r can use the ention of conding a Parcel through a Courier The
Polarid		r can use the option of sending a Parcel through a Courier. The provides the above service on the terms specified in the following
	points:	novides the above service of the terms specified in the following
	1)	in order for the Operator to start performance of the above
	''	Additional Service, it must be ordered by the Sender through the
		Operator's IT tool on a Business Day and before the time limit, as
		stipulated for the particular zone according to the table specified
		for Poland in Appendix no. 5 to the T&C,
	2)	the hours specified for Poland in Appendix no. 5 to the T&C are the
	2)	
		limit hours for the Sender to place Courier pick-up Additional Service orders in the Operator's IT tool. If the Sender places this
		order after the limit hour for the zone in which the collection is to
	3)	be made, this collection will occur on the following Business Day. subject to point 7 below, the day of sending the Parcel collected by
	3)	the Courier is the day on which the Courier picks up the Parcel from
		the Sender, whereby the Courier will attempt to pick up the Parcel:
		a) On the Business Day when the Sender placed the Courier
		pick-up order before the limit hours, according to point 2
		above, or
		b) the Business Day following the working day when the
		Sender placed the Courier pick-up order, if the Sender
		placed this order after the limit hours, according to point
		2 above, or
		c) the Business Day of directly following the non-working
		day when the Sender placed the Courier pick-up order,
	4)	the division into zones indicated for Poland in the table in Appendix
	·	no. 5 to the T&C depends on the location of the Parcel collection
		places by a Courier and the postal code assigned to this location.
		The Sender can determine the zone for the given collection place
		using the Website, 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 will apply respectively in the case of ordering the
		Courier pick-up service,
	5)	Courier pick-up orders may be placed by the Sender only on
		Business Days. The pick-ups will occur only on Business Days,
	6)	the limit hours, specified for Poland in the table in Appendix no. 5
		to the T&C will not apply to fixed Courier pick-ups fixed by the
		Operator with the Sender by way of a separate Agreement, not
		being a single courier delivery service as described in this section,
	7)	if the Operator could not collect the Parcels 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 these T&C or the Applicable Law, the collection will be made on the next Business Day after such reasons cease. If collection is not possible again on this subsequent 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 Courier pick-up service again. 8) Any Parcels received must comply with the conditions specified for the Parcels in these Terms and Conditions, 9) The price for the Additional Service described in the above provisions is included in the Price List or an Agreement.
France	Not applicable.
Italy	Not applicable.
Spain	Less than 50 Parcels per day – the Sender has to send the Parcels via Pick-up Point. Each case can be supervised individually by the Operator.
Portugal	 Below 5 Parcels to pick-up: Sender has to go to the Pick-up Point and send the Parcels directly from the Pick-up Point. More than 5 Parcels – the Operator can arrange a Courier pick-up. The Courier pick-up is free of charge. The Price is included in the Main Service rate.
Belgium	Not applicable.
Luxembourg	Not applicable.
Netherlands	Not applicable.







Appendix no. 5 to the Terms and Conditions: <u>Deadlines for the pick-up of Parcels.</u>

Rules for picking-up Parcels in the given Country of Pick-up:

Poland	1)	the delivery times are can Business Day when this Operator by the Sender in: Day, the Day of shipping in non-Business Day when to Operator), on condition the	the day of sending the Parcel (from which alculated) through a Delivery Point is a Parcel is placed or transferred to the said places (and if this day is not a Business is the next Business Day directly after this the Parcel was put or transferred to the nat that the placement of the Parcel in the at the particular day until the so-called 'limit ble below:
		Zone "A"	until 16:00 (04:00 PM CEST)
		Zone "B"	until 15:00 (03:00 PM CEST)
		Zone "C"	until 14:00 (02:00 PM CEST)
		Zone "D"	until 13:00 (01:00 PM CEST)
	3)	location of the Delivery transferred the Parcel an location. The Sender - usin the location of the Delive transfer the Parcel to the change the zip code scope the Website, and it will not 10 days before the plann regarded as an amendme the Operator recommend Parcel within the above sp with the location of the Delivery Parcel to. Any Parcels sent on the given to be transferred for further shipping has been made above, resulting from the sent on a particular day	Point where the Sender has located or d the postal (zip) code assigned to this ing the Website - may verify the zone with ery Points where they want to place or Operator. The Operator reserves right to its assigned to the given zone, indicated on tify about this fact on said Website at least ed change, and this change will not be not to these Terms & Conditions. Therefore, is that the Sender who wishes to send the pecified limit hours should verify the zone ellivery Point which they want to send the after the limit hour as specified in point 1 location of the Delivery Point. Any Parcels after the limit hour resulting from the point that at the same time have not been
		treated as shipped on the	or for further transfer on that day will be following Business Day.
France	1		n which the delivery times are calculated)
		rst Business Day following th Pick-up Point.	ne day of sending the Parcel by the Sender





Italy The day of sending the Parcel (from which the delivery times are calculated) is the first Business Day following the day of sending the Parcel by the Sender at the Pick-up Point. Spain The day of sending the Parcel (from which the delivery times are calculated) is the first Business Day following the day of sending the Parcel by the Sender at the Pick-up Point. Portugal The day of sending the Parcel (from which the delivery times are calculated) is the first Business Day following the day of sending the Parcel by the Sender at the Pick-up Point. Belgium The day of sending the Parcel (from which the delivery times are calculated) is the first Business Day following the day of sending the Parcel by the Sender at the Pick-up Point. Luxembourg The day of sending the Parcel (from which the delivery times are calculated) is the first Business Day following the day of sending the Parcel by the Sender at the Pick-up Point. Netherlands The day of sending the Parcel (from which the delivery times are calculated) is the first Business Day following the day of sending the Parcel by the Sender at the Pick-up Point.		
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	Netherlands	The day of sending the Parcel (from which the delivery times are calculated)
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		at the Pick-up Point.







Appendix no. 6 to the Terms and Conditions: <u>Authorization Data.</u>

Rules for Authorization Data in the given Country:

Deleved	1) After a leading the Donal in the Delivery Deigh the Country actifics the
Poland	1) After placing the Parcel in the Delivery Point, the Operator notifies the Recipient by a text message (SMS), by e-mail or SMS, or in the Mobile
	Application (according to the last sentence below).
	2) The notification contains, among others, the individual's data enabling the
	collection of the Parcel from the Delivery Point. Users using the Mobile
	Application will receive a message that the Parcel is ready for collection
	along with the Authorization Data in this application, if the Mobile
	Application is installed on a device using a SIM card containing the phone
	number associated with the Mobile Application and the Parcel intended for
	collection.
	3) The Parcel will be issued only if the correct code and telephone number or
	other authorization data containing the above data, in particular a QR code,
	are provided. In the case of collection of the Parcel using the Mobile
	Application installed on the device using the SIM card containing the
	phone number associated with the Mobile Application and the Parcel
	intended for collection, it is not required to provide the code and phone
	number (due to the possibility of remote collection of the Parcel using the
	functionalities available in the Mobile Application, while the Operator
	notifies that the availability of this functionality depends on the GPS system
	coverage, which may be limited or unavailable in certain locations, which
	may result in the inability to use this form of collection of the Parcel
	4) If the code is lost - the Recipient may retrieve authorization code or
	undergo remote authorization process, by contacting the Operator's
	technical helpline by calling using the numbers specified for the Local
	Company in given Country in Appendix no. 1 of these T&C (both from
	landline and mobile phones). The Operator sends the recovered code by a
	text message (SMS) or an e-mail only for data assigned to a given Parcel if
	the Recipient, before physical collection of the Parcel requested the
	Operator to withhold the release of the Parcel for reasons indicated in the
	following sentences.
	5) In the case of the theft or loss of the phone or the SIM card the Recipient
	should immediately contact the Operator by phone and the Operator, as
	far as possible, will return the Parcel to the Sender, (subject to the terms
	specified in these Terms & Conditions), against payment as specified in the
	Price List. For this purpose, the Operator may also contact the Sender by
	phone.
France	The Sender will provide all the information required for the correct routing of the
	Parcel on any interface connected to the Operator. The Sender undertakes to
	provide accurate and complete information and to regularly update the information
	concerning the Sender and the Recipient.





All the Services are carried out by the Operator or by its partners or subcontractors according to the methods described below, except for the circumstances not attributable to Operator or its partners or subcontractors (in particular days when traffic is prohibited, public holidays in France or abroad, detention by customs, simultaneous closures of a significant number of Delivery Points (including Relay Points) following administrative, regulatory or governmental instructions and events of Force Majeure).

The Operator offers the Sender different delivery methods according to the options available for each Destination Country.

The Sender may opt for delivery in the Delivery Point, depending on the eligible destination zones. The delivery conditions, and in particular the costs and delivery times, differ according to the delivery method chosen by the Sender.

Delivery to Delivery Points:

Depending on the information provided by the Sender, the Recipient of the Parcel will be notified of the arrival of the Parcel by email or text message (SMS). The Sender is informed and accepts that the email address and/or telephone number must be communicated to the Operator in order for the Services to be carried out correctly.

IT transmissions:

The Sender undertakes to ensure the computer transmission of the following information: surname, first name, address, mobile phone, e-mail (hereinafter the "Personal Data"), Parcel number, weight and dimensions of the Parcel, date of delivery. The transmission of this data must be carried out before the Parcels are handed over to the Operator. In the event of repeated absences of EDI transmission before receipt of the Parcels, the Operator reserves the right to refuse acceptance of the items and/or to apply an additional charge set out in the Price List - per Parcel.

The Sender states that the Personal Data have been collected in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and more generally, any legislation applicable to the Personal Data in the territory of application of the Services.

Furthermore, the Sender undertakes to update, on each of its front and back-office computer systems and interfaces, the Personal Data of its customers as soon as a request is sent by the Operator following direct contact by a customer, so that future notices are sent to the exact and up-to-date details of the Sender's customers. The Operator may not be held liable in the event of failure to update information relating to the Sender's customers.

Italy Sending

After placing the Parcel in the Delivery Point, the Operator notifies the Recipient by means of a text message (SMS) or by e-mail.

Picking-up:

Parcel Locker - PIN number or QR code sent via SMS or e-mail.





PUDO: PIN number or QR code sent via text message (SMS)/e-mail.

Spain

The Operator offers the Senders different delivery methods. Delivery conditions, in particular costs and delivery times, vary depending on the delivery method chosen by the Sender.

When a Parcel is left at the Sender's chosen Pick-up Point, InPost takes charge of the Parcel by scanning the barcode on the label printed by the Sender. The Sender will receive an e-mail to the e-mail address associated with their order, which will serve as proof of deposit. The Sender must keep this proof of deposit until the Parcel is delivered.

The Parcel is sent to the Delivery Point (Punto Pack / Locker) at the address indicated by the Sender when registering his order on the Internet and in accordance with the options available in the Destination Country.

Delivery to the Delivery Point:

Depending on the information registered by the Sender, the Recipient of the Parcel will be notified of the arrival of his Parcel by e-mail and/or SMS.

If it is impossible to deliver the Parcel to the destination Delivery Point, the Operator may deliver it to the nearest available Delivery Point and will inform the Recipient of this fact.

Standard delivery:

The Parcel is delivered to the Recipient on presentation of an identity document or on presentation of a pin code and against a scanned signature on the terminal at the Delivery Point (Punto Pack / Locker). The signature on the electronic terminal and its reproduction are proof of delivery of the Parcel to the Recipient and the Sender acknowledge that this signature has the same legal value as a handwritten signature.

Parcels are delivered to a representative authorized by the Recipient upon presentation of an identity document of both the representative and the Recipient.

Secure delivery:

In some cases, depending on the offer subscribed to by the Sender, the Operator will send the Recipient of the Parcel a numerical code called a "PIN code", which the Recipient or his representative must enter on the Delivery Point (Punto Pack or Locker) terminal. This option exempts the Recipient from having to present their identity document, or their representative from having to present their identity document and that of the Recipient. The Sender acknowledges that the entry of the exact PIN code is valid for the recognition of the Recipient's identity.

On the other hand, if the Recipient is unable to enter the exact PIN code, the Delivery Point (Punto Pack or Locker) will not be able to deliver the Parcel, even if the Recipient's identity document is presented.

The signature of the Recipient or his authorized representative on the terminal is compulsory.





Delivery to a Punto Pack®:

When a Parcel is deposited at a Punto Pack® selected by the Sender, the Operator accepts the package by reading the barcode on the label printed by the Sender. Proof of acceptance of the Parcels will be provided by means of a numbered receipt delivered physically to the Sender or by an e-mail sent to the address associated with the Sender's order. The Sender must keep this receipt until the Parcel is delivered.

The Parcel will be transported to the destination Punto Pack® or to the address indicated by the Sender when registering their order on the Internet and depending on the options available depending on the Destination Country.

The Parcels will be delivered to the Recipient upon presentation of an identity document and digital signature on the Punto Pack® terminal. In some cases, depending on the offer subscribed to by the Sender, the Operator will send the Recipient of the Parcel a numerical code (PIN code) which he or his representative must enter on the Punto Pack® terminal. This method exempts the Recipient or their representative from having to present their identity document. The Sender acknowledges that the entry of the correct PIN code is equivalent to recognition of identity by the Recipient. Conversely, if the Recipient of the Parcel is unable to enter the correct PIN code, the Punto Pack® will not be able to proceed with the delivery of the Parcel, even if the Recipient produces an identity document. In any case, the signature on the terminal, by the Recipient or his representative, is mandatory.

This signature, which will have the same legal value as a signature on paper, will serve as proof of collection of the Parcel.

Parcels may also be handed over to a representative of the Recipient, provided that the latter presents their own identity document and that of the Recipient.

Packages will remain available at the Punto Pack® between 3 and 7 calendar days, although this period may be up to 8 calendar days, depending on the constraints of the activity and the services chosen.

Delivery of international Parcels:

International Parcels may be subject to customs checks and the security checks provided for air transport, without the exercise of this right preventing the Sender from being held solely responsible for its declarations. In this regard, the Parcels may be opened, the identity of the person depositing them may be checked and the corresponding data may be recorded.

In the case of Parcels to which a customs declaration must be attached, the Sender accepts that the personal details of the Sender and Recipient, as well as all the information contained in the declaration, will be provided to the customs authorities of the Countries concerned, where appropriate, through the Operator's partner responsible for transport, in accordance with the legislation of those Countries. This acceptance will be essential for the Operator to provide the requested Service. The Sender undertakes to inform the Recipient of the possibility of providing the data in question.





	The exporter and/or importer must submit all the documents required for customs			
	formalities to be carried out correctly, in compliance with the applicable provision			
	In addition, they must pay any costs incurred by the Operator if the declaration i			
	not accurate, as well as those incurred by the Recipient in the event of non-paymen			
	Parcels may not be sent under temporary export arrangements. The Operator			
	cannot be held liable for any actions or omissions attributable to the exporter and/or			
	importer or to the customs service. Any financial consequences resulting from			
	incorrect, incomplete, invalid or late declarations or documents, as well as any failu			
	to comply with the provisions of the Spanish Tax regulations which may result in the			
	Operator being required by the relevant administrative authority to pay duties,			
	additional fees or fines will be the sole responsibility of the exporter and/or importer.			
Portugal	Same as for Spain.			
Belgium	Same as for France.			
Luxembourg	Same as for France.			
Netherlands	Same as for France.			







Appendix no. 7 to the Terms and Conditions: Specific delivery differences in a given Country.

Rules for delivery in a given Country:

Poland	1)	If the Parcel exceeds the dimensions of 250x400x480 (in millimeters) or the
Polatiu	''	weight of 7,00 kilograms, and its Parcel Locker is a "Robomat Device" type
		(the type of each Parcel Locker is available on the Website), this Parcel will
		be handed over for delivery in the PUDO where the "Robomat Device" is
		-
		located, of which the Operator will notify the Recipient in accordance with
		these T&C. In the event of overfill or failure of the PUDO, the provisions of
		paragraph 2 of Appendix no. 2 to these T&C will apply to Parcel directed to
	_,	the "Robomat Device" accordingly.
	2)	There are Parcel Lockers in the Operator's network with which the Sender or
		the Recipient may communicate only via the Mobile Application or a
		barcode scanner and QR code - "Appkomat Devices". The Parcel's collection
		is possible via the Mobile Application or by scanning the QR code previously
		delivered or made available to the Recipient with the use of the code reader
		available in such a Parcel Locker. Information on whether a particular Parcel
		Locker is an Appkomat Device is available on the Webpage.
	3)	The Recipient, on the terms set out in these T&C, may order the Operator to
		attempt to place the Parcel in the Parcel Locker located in the so-called
		"easy access zone", i.e. the Parcel Locker's area with easier access to the
		lockers in relation to the lockers located in its extreme areas (lower and
		upper levels), in which case the following rules will apply:
		a) submission of the above instruction is possible via the Mobile
		Application separately for each Parcel, starting from them moment it
		is recorded in the Operator's IT systems,
		b) such an instruction may be submitted no later than the moment the
		Parcel is handed over for delivery, as confirmed by the appropriate
		status of the Parcel (in the tracking system available on the Website or
		in the Mobile Application), notifying that the Parcel was handed over
		for delivery. For operational reasons, the Parcel may be handed over for
		delivery - on the date of its scheduled delivery - at different times,
		c) the moment the Parcel is handed over for delivery, the possibility of
		placing an order to place the Parcel in the easy access zone will
		become inactive,
		d) the Operator's implementation of the instruction to place the Parcel in
		an easy access zone will be possible only in a situation where the Parcel
		Locker compartments appropriate for the size of the Parcel to be
		delivered, located in the easy access zone, will not contain other Parcels
		at the time of delivery to the Parcel Locker,
		e) in the event of a lack of free space within the "easy access zone", the
		Parcels will be delivered to the available lockers located outside this
		zone.
	4)	Delivery of the Parcel may be disrupted as a result of the Parcel Locker's
	',	failure or overfill. In such an event, the rules described for Poland in
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Appendix no. 2 to these T&C, in the paragraph on extending the delivery time of the Parcel, will apply,

5) The Recipient, before receipt of the Parcel, may obtain information on who is the Sender of this Parcel. It is not possible to provide such information to the Recipient, if, before it is transferred to the Recipient, the Sender requested the Parcel to be returned before it has been delivered, or has made a change of the previous Recipient before receiving the Parcel. In addition, the Recipient may obtain information about the last name or first name of the Sender of any shipment which has been returned to the Sender due to not being collected 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 the Applicable Law.

France

Carriage partly or solely by road - whether by explicit agreement or not - where the place where the items are taken over and the places designated for delivery are located in two different Countries, at least one of which is a party to the Convention on the Contract for the International Carriage of Goods by Road (the "CMR"), is governed by the provisions of the CMR signed in Geneva on 19 May 1956. Parcels transported to and from specific locations within the same country are subject to the mandatory rules laid down by the laws of that country.

International Parcels may be subject to customs controls and security checks applicable to sea and air freight, without the exercise of this right of calling into question the fact that the Sender remains solely responsible for his declarations. Within this framework, Parcels may be opened and the identity of the Sender verified, with the corresponding data recorded.

For Parcels for which a customs declaration must be made, the Sender undertakes to complete all the necessary customs and tax formalities, both for export and import, within the time limits prescribed by customs regulations. The Sender assumes full responsibility for the conformity of the documents and undertakes to pay all customs duties.

The exporter and/or importer is therefore required to prepare and/or present all documents necessary for the completion of customs formalities in compliance with the applicable regulations.

The exporter and/or importer will be liable for payment of any costs incurred by the Operator in the event of an inaccurate declaration and for any costs incurred by the Recipient in the event of non-payment by the latter. No Parcel may be sent under the temporary export regime. The Operator cannot be held responsible for facts or omissions attributable to the exporter and/or importer or to the Customs department.

The exporter and/or importer alone will bear all the financial consequences resulting from erroneous, incomplete, inapplicable or late declarations or documents, or from any failure to comply with the provisions of the General Tax Code, which may lead the Operator to pay duties, additional taxes or fines from the administrative





quarantine operations as well as all costs related to these operations. Any delay due to customs constraints can in no way be blamed on the Operator and the Sender must compensate the Operator for all losses resulting from it. Italy No exceptions / Extensions are not possible. The Agreement may set out separate conditions. Spain Delivery of international Parcels: International Parcels may be subject to customs controls and the security controls provided for air transport, without the exercise of the right preventing the Sender from being held solely responsible for their declarations. In this regard, the Parcels may be opened, the identity of the person depositing them may be checked and the corresponding data may be recorded. In the case of Parcels to which a customs declaration must be attached, the Sender accepts that the personal details of the Sender and Recipient, as well as all the information contained in the declaration, will be provided to the customs authorities of the countries concerned, where appropriate through the Operator's partner responsible for transport, in accordance with the legislation of those countries. This acceptance will be essential for the Operator to provide the requested Service. The Sender undertakes to inform the Recipient of the possibility of providing the data in question. The exporter and/or importer must submit all the documents required for customs formalities to be carried out correctly, in compliance with the applicable provisions. In addition, they must pay any costs incurred by the Operator if the declaration is not accurate, as well as those incurred by the Recipient in the event of non-payment. Parcels may not be sent under temporary export arrangements. The Operator cannot be held liable for any actions or omissions attributable to the exporter and/or importer or to the customs service. Any financial consequences resulting from incorrect, incomplete, invalid or late declarations or documents, as well as any failure to comply with the provisions of the Span		authorities concerned. The Sender is also responsible for all inspection and
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Netherlands Not applicable.	Luxembourg	Not applicable.
	Netherlands	Not applicable.







Appendix no. 8 to the Terms and Conditions: Wrong sized Parcels. Delivery of oversized Parcels in the Destination Country.

Rules for wrong sized Parcels and delivery of oversized Parcels in the given Country:

Poland	1. Wrong sized Parcels:
	1) Where the Sender, within the size category of acceptable Parcels in
	accordance with the table indicated in these T&C (categories A, B, C),
	gave the Operator a Parcel in a category of other dimensions than the
	dimensions for the category declared by the Sender, the procedure will
	be as follows:
	a) The Operator will charge the Sender with additional fee for the verification of the Parcel, whereas the amount of the charge is set out in the Price List,
	b) Where the forwarded Parcel has a category of higher dimensions
	than the dimensions for the category declared by the Sender for this Parcel, the Operator will perform the Services on such Parcel according to the price rate corresponding to the actual dimensions of the Parcel, verified in accordance with the preceding sentence,
	c) Where the forwarded Parcel has a category of lower dimensions than the dimensions for the category declared by the Sender, the
	Operator will perform the Services on such Parcel according to the price rate corresponding to the actual dimensions of this Parcel,
	and if the rate will be lower than the rate specified for the
	dimensions of the category declared for the Parcel by the Sender, the Operator will refund the difference between the price rate corresponding to the actual dimensions of the shipment and the
	price for the size category declared for this Parcel by the Sender.
	2) Where the Sender transferred an oversized Parcel to the Operator – i.e.
	a Parcel exceeding any of the said dimensions or weight (25kg) specified
	for the 'C' Size category, pursuant to the provisions of the point above:
	a) The Operator will charge the Sender an additional fee for the verification of dimensions and weight of such Parcel, as well as an additional fee for treatment of such Parcel as 'oversized', according to the rate specified in the Price List, and will transfer a relevant message on the occurrence of such Parcels pursuant to the provisions of paragraph 2 below ("Delivery of oversized Parcels").
	b) The Operator will take actions aiming to deliver such Parcels, on the terms described in paragraph 2 below ("Delivery of oversized Parcels").
	c) If the "oversized" Parcel exceeds any of the maximum dimensions of 500x500x800 mm (H x W x L) or weight of 30 kilograms, the Operator will charge the Sender for the delivery of such Parcel – regardless of the above-mentioned fees – an additional fee in the amount specified in the Price List.





- 2. Delivery of oversized Parcels:
 - 1) In the case of the oversized Parcel as referred to above:
 - a) the Operator contacts the Recipient by phone to agree on the place of delivery of such Parcel, which takes place by sending the address of its delivery to the Operator by the Recipient, whereas if the Recipient cannot be contacted or if an unsuccessful attempt to contact is made, the Operator contacts the Sender in a manner specified above in order to determine the address for delivery of the Parcel, given that determination of this address is regarded as its change at the Sender's request, or
 - b) the Operator sends an e-mail message to the Recipient and the Sender with a request to send the address for delivery of the Parcel, with an additional remark that if the Recipient and the Sender specify two different addresses, the Operator will send the Parcel to the address provided by the Sender.
 - The phone contact referred to in point 1 letter a) above or the message referred to in point 1 letter b) above, will be made/sent within 48 hours from sending the message indicated in paragraph 1 point 2 letter a) above, whereas for contacting by phone or sending the message, as referred to in point 1) letter b) above, the Recipient or the Sender have 48 hours to provide the address for the delivery of the Parcel. If no address for delivery is transferred within this time and if the possibility to contact the Sender by phone is impossible or if an unsuccessful attempt to contact is made, the Operator will return such Parcel to the Sender, subject to terms of these T&C. The Parcel is returned also if the Recipient refuses to accept the Parcels, the Sender refuses to indicate a new address for delivery, or if the address is indicated not in line with the provisions of point 3 below. The price for returning an oversized Parcel with the dimensions not exceeding 500x500x800 mm and the weight below 25 kilograms, as well as the price for returning an oversized Parcel exceeding the above dimensions or weight are determined by the Price List.
 - The address of delivery referred to in point 1 above must be located within administrative boundaries of a town with the Depot operating the Delivery Point originally indicated by the Sender and must specify name/full name of the Recipient, street (yard, avenue), no. of building/apartment, postal code, town and phone number of the Recipient.
 - The Operator will deliver to the Recipient the Parcel referred to in point 1 above up to two (2) Business Days counting from the date of receiving from the Recipient or Sender the Parcel delivery data, pursuant to points 1-3 above (expected delivering date), but no later than within five (5) Business Days counting from the date of reception of this data from the Recipient or Sender.
 - 5) As a matter of principle, the Operator delivers oversized Parcels against a receipt directly to the hands of the Recipient or other person authorised to collect the Parcel, to the address indicated pursuant to the provisions of points 1-3 above. An oversized Parcel may also be





delivered to an adult household member or to other persons authorized to collect the Parcel, in accordance with the provisions of the Applicable Law.

- 6) In the case of:
 - a) the Recipient's absence during the delivery of the Parcel,
 - b) the absence of the person authorized to collect the Parcel according to point 5 above,
 - the Recipient or any person authorized to collect the Parcel, according to point 5 above, not having the prepared payment for collection (COD), which prevents the delivery of the Parcel with the collection option,
 - the Operator subject to point 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 may leave information at the delivery address (the so-called 'notification') or notify the recipient via an SMS or e-mail that he may collect the Parcel within the next three (3) Business Days in the PUDO and time specified by the information included in such notification.
- 7) Throughout the period of November and December (if the Parcel is delivered during this period), in cases referred to in point 6 letters a-c) above, the Operator, after the first attempt of delivery, may leave information (the so-called 'notification') or notify the Recipient via an SMS or e-mail that the Recipient may collect the Parcel within the next three (3) Business Days in the PUDO and time specified by the information included in such notification.
- 8) The period of detention of the Parcel advised in the designated PUDO on the terms set out in point 6 or 7 above, amounts to another three (3) Business Days, counting from:
 - a) the second attempt to deliver in the case referred to in point 6 above, or
 - the first attempt to deliver in the case referred to in point 7 above

After the expiry of the above-mentioned period for the collection of the Parcel, which is three (3) Business Days, the Operator will return the Parcel not accepted by the Recipient subject to these T&C.

- The return of the Parcel to the Sender subject to the terms specified in these Terms & Conditions will also be made if the Recipient refuses to accept the Parcel or a wrong address of the Recipient was provided. The return of an "extra-large" Parcel is paid for in accordance with the rates specified in the Price List.
- 10) The notified Parcel can be collected in the PUDO during operating hours of these units.
- 11) A delivery receipt for the Parcel may be provided in writing or electronically. Delivery of the Parcel is confirmed by the Recipient (or other authorized person) by a handwritten, legible signature.





Verification of the Recipient in the situation described in point 6 and 7
takes place respectively on the basis of an advice note or a telephone
$number\ and\ a\ code\ sent\ by\ the\ Operator, with\ the\ reservation\ that\ the$
Recipient's verification in the PUDO is only based on the telephone
number and the code sent by the Operator.

France

It is the Sender's responsibility to only present Parcels that correspond to the dimensions proposed and accepted by the Operator. In this respect, the Sender undertakes to comply with the admission conditions mentioned in the Operator's price or service offer (the "Commercial Offer"), which are as follows depending on the country of delivery, except in specific cases mentioned in the Commercial Offer: (list of different accepted sizes for PUDO / Parcel Lockers)

Parcels with one or more of the following characteristics will not be handled mechanically and may be subject to a flat-rate surcharge set in the Price List, known as "manual handling":

- 1. Maximum dimensions: length or diagonal exceeding 80 cm,
- 2. Minimum dimensions less than 15 x 10 cm, minimum thickness less than 1 cm and weight less than 100 grams,
- 3. Parcels with unstable or irregular shapes (spheres, cylinders, rolls),
- 4. Poorly or partially packed parcels,
- Parcels that are poorly labelled, or where the label is illegible, obscured, on a fold of cardboard or a package, or does not correspond to ANSI (American National Standards Institute) quality standards,
- 6. Parcels whose label is not positioned on the largest side of the parcel,
- 7. Parcels with an overhanging element,
- 8. Parcels where the presentation of the label does not conform (reflectance), and
- 9. In general, any Parcel requiring special sorting or manual handling.

The Operator may apply the principle of volumetric invoicing if the volumetric weight is greater than the actual weight as specified in Article 3 of the GCS.

Invoicing:

Invoicing is based on the actual weight of the Parcels as recorded by the Operator's weighing equipment. Any Parcel not weighed by the Operator will be invoiced at the weight announced by the Sender. The Operator reserves the right to rectify any weight error and to regularize the Sender's invoicing according to the rates in force if the actual weight of the parcel is greater than the weight measured and/or announced by the Sender. However, if the actual weight of the Parcel is less than the weight measured and/or announced by the Sender, the billing will not be adjusted. Any Parcel accepted for delivery by the Operator is likely to be subject without notification to invoicing by volumetric weight if this is necessary to ensure the delivery service and if the volumetric weight is greater than the actual weight. The volumetric weight is calculated by multiplying the length x height x width of the Parcel (all in centimeters) and dividing by 5000. (This value may be revised at the nitiative of the Operator as part of the updating of its GCS). The Operator may check each dispatch note in order to verify the Service chosen and the weight of the Parcel. If the Services chosen or the weight of the Parcel does not correspond to the Service offered, the Operator may correct the dispatch note at any time and the invoice will





	take these corrections into account. In this case, the Operator may charge an
	additional processing fee set out in the Price List.
	For international Parcels, any omission or incorrect data concerning the weight or
	number of parcels will result in an invoice based on the Operator's estimate of the
	number of Parcels transported and their volumetric weights, as well as a processing
	fee of €39 excluding VAT.
Italy	Parcels which exceed the maximum size and weight referred to under 4.1 of these
	T&C or whose Waybill or labeling does not comply with the provisions 4.3, 4.4 and
	4.6 of these T&C, will not be collected by the Operator or its subcontractors for
	delivery and, in any case even if collected and delivered, cannot be placed in the
	Delivery Point. In the latter case, the Operator will, at the Sender's expense, return
	the Parcel to the Sender at the earliest opportunity, as specified in detail in the
	Agreement.
Spain	There exists a wide tolerance to oversized Parcels in Spain, despites the fact that no
	extra costs are charged. However, in some cases, the Parcel is returned to the Sender.
	1) If the PUDO or the driver notifies at the collection time of the oversize, the
	Sender is contacted in order to pick up the parcel at the PUDO.
	2) If the notification is given by the Depot, such notification is registered on
	FAST, via DDL, in order to inform the Sender. A new label is created and the
	Parcel sent back to the original PUDO.
	Overweight / oversized Parcels – a fee set out in the Price List and charging by real
	weight.
	If we cannot deliver to a Parcel Locker (oversized Parcel) - we try to deliver to the nearest PUDO.
	The Operator reserves the right to rectify any weight errors on the basis of the indications of the weighing equipment regularly checked. In the event of a discrepancy, the Sender will be charged the difference in price as well as an administrative handling fee set out in the Price List.
	In the event of non-conformity of the Parcel delivered by the Sender (dimensions,
	packaging, weight, etc.), no reimbursement can be made by the Operator, the
	Services of delivery to a Punto Pack / Locker and transport to the Depot having been
	carried out.
	Parcels that cannot be sent or delivered as requested by the Sender due to their
	dimensions, type of packaging, weight or any other similar circumstance will be
	made available to the Sender at a regional Operator's Depot.
	Parcels not suitable for mechanical handling.
	Parcels with any or all of the following characteristics will be subjected to non-
	mechanical treatment, referred to as "manual handling", and may be subject to an
	additional flat-rate charge of fee set out in the Price List as follows:
	- Maximum dimensions of more than 85 cm in length or diagonally.
	- Minimum dimensions of less than 20 x 10 cm, minimum thickness of less than
	1.5 cm and weight of less than 200 g.
	- Unstable or irregular shaped packages (spheres, cylinders, rolls).
	- Packages with deficient or incomplete packaging.





t #	- Packages that are incorrectly labelled or have a label that is illegible, concealed, on a fold of cardboard or the package itself, or does not conform to ANSI A or B standards. - Packages whose label is in opposition to an unstable side of the package (e.g. on the smaller side). - Packages with anything overhanging the edges. - Packages with a non-compliant (reflective) label. And, in general, any Parcel that requires a particular sorting or manual treatment. The Operator may apply the principle of volumetric invoicing if the volumetric
Portugal T t r - -	weight is higher than the actual weight. The Sender will provide all information useful for the proper tracking of the order on the Website or any other interface linked to the Operator. The Sender undertakes to respect the following admission requirements: Weight (including packaging and contents): Parcels delivered will not exceed 30kg. Maximum dimensions: the total measurement (height + length + width) of the parcel must not exceed 150 cm and the greatest length must not exceed 60 cm. Minimum dimensions: 15 cm x 10 cm.
F F	The Sender will print out the transport label provided by the Operator, which they will stick to the largest surface of the Parcel. Delivery is made to one of the Ponto Packs in Portugal. Senders have one month from the date of payment to deliver the parcel to the Delivery Point. The Sender will have order tracking information on the internet from pick-up to delivery.
c	The Operator reserves the right to correct any weight errors based on the indications of regularly checked weighing equipment. In the event of a discrepancy, the difference in price will be charged from the Sender, as well as an administrative processing charge of a fee set out in the Price List.
·	f the Parcel delivered by the Sender does not conform (dimensions, packaging, weight), the Operator will not be able to make any reimbursement for having carried out the Services of collection at the Delivery Point and transport to the Depot.
t	Any Parcel that cannot be transported to its final destination will be made available to the Sender at the Operator's regional office. Our delivery offer excludes islands and enclaves.
Belgium S	Same as for France
Luxembourg S	Same as for France
Netherlands S	Same as for France







Appendix no. 9 to the Terms and Conditions: <u>Uncollected Parcels. Returns.</u>

The following return policy applies for the Country of Pick-up:

Poland	1. Parcels are returned as follows:
	1) to Parcel Locker, which the Parcel was picked-up from,
	2) to the PUDO which the Parcel was sent from, and if such a PUDO does
	not perform delivery of Parcels (in accordance with the information
	about this PUDO available in the list of such points on the Website), to
	the Parcel Sender's address, in accordance with point 3 below,
	3) to the address of the premises or the registered office of the Sender
	from which the Courier collected the Parcel - in the case of sending the
	Parcel via Courier pick-up.
	2. The return of a non-collected Parcel sent without a label is directed to the
	Parcel Locker, which the Parcel was picked-up from, or to the address agreed
	between the Operator and the Sender.
	3. Reception of returned Parcels by the Sender takes place on principles
	analogous to their delivery.
France	If a delivery in the Delivery Point is impossible or Parcels are not collected or refused:
	If the Parcel cannot be delivered to the Delivery Point, the Operator may deliver the
	Parcel to another Delivery Point (depending on availability) and will inform the
	Recipient by email. No reimbursement of the Services will be possible as a result.
	Parcels which have not been collected or which have been refused by the Recipient
	at the end of the retention period will be returned to the Sender via the Operator
	network, in accordance with the terms agreed in the Agreement.
	If a home delivery is impossible:
	If it is impossible to deliver the Parcel (incorrect delivery address, refusal by the
	Recipient to accept delivery, etc.), the Parcel will be held at the location indicated on
	the delivery notice or will be returned to the Sender.
	In this case, the Sender is informed by email when their Parcel arrived in the Delivery
	Point from which it was sent originally (or a close one if the said Delivery Point is not
	available) and that it will remain there for 8 days. If not collected, the Parcel will be
	sent to the closest Depot and will remain available to the Sender for additional 14
	<u>days</u> . After this last period elapses, the Operator can freely dispose of the Parcel at
	its discretion.
Italy	In the event that it was not possible to complete the Services due to the lack of
	collection of the Parcel from the Delivery Point by the Recipient within seven (7)
	days from the delivery to the Delivery Point, the Operator will collect the unclaimed
	Parcels from the Delivery Point and will return them to the Sender, as specified in
	detail in the Agreement. The Sender is obliged to pay the Operator for each return
	all the relevant costs as per the pricing set out in the Price List.
Spain	Refused and not picked-up Parcels:
,	
	Parcels are returned to the Sender after eight 8 days without collection, or after a
	refusal to accept by the Recipient.
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	1) to the Pick-up Point, where the Parcel was picked-up from, If such a Parcel Locker or PUDO is closed, an alternative Parcel Locker or PUDO is automatically selected as substitute PUDO/ Parcel Locker. If there is no substitute PUDO or Parcel Locker, an SMS is sent to the Sender in order to choose a new delivery PUDO/Parcel Locker, and they have three (3) days to give the Operator an answer. If there is no answer, the Parcel is sent back to the original Pick-up Point.
	2) Returns: To the address provided for the Sender for their returns. If sent via Direct Injection – the Sender has to pick up the Parcels from the Depot. If the Operator collected the Parcels from the Sender's warehouse – the Operator has to deliver the Parcels to this warehouse address.
	If sent via a Pick-up Point – returns are made to this Pick-up Point.
	The Sender will be informed by e-mail of the availability of their Parcel at the depot PUDO or Parcel Locker (or, if applicable, the nearest PUDO or Parcel Locker). At the end of this eight (8) day period, if the Sender has not collected or has refused their Parcel, it will be sent to the closest Depot. The Parcel will remain there at the Sender's disposal within the legal deadlines. Collection of the Parcel will be at the Sender's expense. Once the legal deadline has expired, the Operator will be free to dispose of the Parcel, in compliance with the applicable Spanish legal rules in force.
Portugal	Standard process – not collected Parcels are returned to the Depot and sent back to the Sender.
	If the Operator cannot deliver the Parcels to the Sender, the Operator must keep them for 12 months in the Operator's Depot.
	The Sender will be informed by e-mail of the availability of their order at the PUDO (Pack Point) of delivery (or, as the case may be, at the nearest PUDO or Parcel Locker). At the end of this eight (8) day period, if the Sender has not picked up or has refused their order, it will be sent to the closest Depot. The Parcel will remain there at the Sender's disposal at this address within the legal deadlines. Collection of the Parcel will be at the Sender's expense. Once the legal deadline period has expired, the Operator will be free to dispose of the Parcel, in compliance with the applicable Portuguese legal rules in force.
Belgium	Same as for France.
Luxembourg	Same as for France.
Netherlands	Same as for France.





Appendix no. 10 to the Terms and Conditions: Forbidden items.

The Sender is solely responsible of the licit nature of the items sent according to the laws and regulations of the Countries involved in the transportation of the Parcel. In addition to the products forbidden by said laws and regulation, the Sender acknowledges and agrees to comply with the following list of forbidden items for Parcels in the given Country:

ALL COUNTRIES

- 1) Explosives,
- 2) Ammunition*,
- 3) Weapons**,
- 4) Combustible and flammable materials,
- 5) Money, banknotes, coins, securities,
- 6) Goods which, by their nature or packaging, may represent a danger to the human environment, the safety of transport equipment, the environment, vehicles, or damage other transported packages,
- 7) Live or dead animals,
- 8) Perishable food/groceries requiring appropriate conditions during transport,
- 9) Goods requiring the acquisition of a special licence or authorization for transport, import or export,
- 10) Goods whose carriage, import or export is prohibited by any law or regulation in the Destination Country,
- 11) Parcels containing human corpses, organs, ashes, or funerary relics,
- 12) Parcels whose packaging contains insults, racist or anti-Semitic remarks, threats, or statements contrary to public order or morality, or likely to damage the image or reputation of the Operator, or any statement that may damage the rights or reputation of third parties.

Poland - weapons that cannot be purchased and used without obtaining a permit or registration card in accordance with the generally applicable law, including the Act of 21 May 1999 on weapons and ammunition.

IN ADDITION, EXCLUDED IN THE SPAIN, PORTUGAL, FRANCE, BELGIUM, LUXEMBOURG, NETHERLANDS

- Goods covered by national, European and international dangerous goods regulations (dangerous goods according to ADR or the European Agreement concerning the International Carriage of Dangerous Goods by Road, classes 1-9),
- 2) Foreign currencies, bonds, payment instructions,
- 3) Gases,
- 4) Radioactive materials,
- 5) Toxic materials,
- 6) Corrosives,
- 7) Jewelry,
- 8) Precius Stones (gems),
- 9) Precious metals,

^{*}Poland – excludes bogeyman cartridges with a caliber of up to 6mm

^{**}Spain, Portugal, France, Belgium, Luxembourg, Netherlands – Category A-B-C-D weapons





- 10) Drugs, narcotics,
- 11) Works of art,
- 12) Counterfeit goods,
- 13) Responses to inquiries/tenders,
- 14) Pre-qualification files,
- 15) Examinations, exams,
- 16) Publications or auto visual media prohibited by law,
- 17) Parcels with a declared customs value that exceeds its authorized value,
- 18) ATA Carnet Travel Items, Including Display Items,
- 19) Operator also does not deliver Parcels to: ships, fairs, exhibitions, hotels, campsites, mailboxes, transport agencies, construction sites or mobile places.

ADDITIONALLY EXCLUDED IN ITALY

- 1) Live animals, including fish and insects,
- 2) Human and animal embryos, ashes or remains, dead or stuffed animals,
- 3) Fireworks,
- 4) Any Parcel to be delivered cash on delivery,
- 5) Any Parcel intended for delivery to APO (Army Post Office) or FPO (Fleet Post Office) addresses,
- 6) Lottery tickets, gambling items, if prohibited by law,
- 7) Foodstuffs, perishable foodstuffs, beverages that require refrigeration or other environmental controls.
- 8) Negotiable instruments,
- 9) Pornographic and/or obscene material,
- 10) Ice (frozen water),
- 11) Hazardous waste, including but not limited to hypodermic needles and/or used syringes or medical waste
- 12) Damp or wet packages that have leaks or that give off any type of odor,
- 13) Hazardous products,
- 14) Shares granted, remittance letters, collector's stamps, foreign currencies, bonds,
- 15) Plants and plant material, including seeds and cut flowers.

ADDITIONALLY EXCLUDED IN SPAIN AND PORTUGAL

- 1) Items contrary to labour and employment law,
- 2) Parcels whose carriage, importation, or export is prohibited under any law or regulation of the destination country (e.g., furs, plants, psychotropic substances, drugs, securities traded on the stock exchange etc.),
- 3) Foodstuffs requiring temperature-controlled transport,
- 4) Vouchers,
- 5) Parcels, where the recipient is obliged to pay excise duty, if the goods are subject to it,
- 6) Negotiable instruments,
- 7) The customer-buyer applies and complies with the Applicable law, if the Parcel requires air transportation, it may be subject to security checks including the use of X-rays.





ADDITIONALLY EXCLUDED IN FRANCE AND BELGIUM, LUXEMBOURG, NETHERLANDS

- 1) Dirty goods, items contrary to labor law and/or probable, due to their nature or packaging, to injure people and/or damage of Operator's equipment,
- 2) Parcels whose transportation, import, or export is prohibited by any law or regulation in the Destination Country or export.

ADDITIONALLY EXCLUDED IN POLAND

- 1) Items prohibited by the Applicable law, including the Polish Postal Law and the relevant provisions of the Universal Postal Union,
- 2) Items obtained as a result of criminal activity,
- 3) Other payment documents,
- 4) Valuable items due to their specificity (jewelry, works of art, antiques, numismatic items, etc.),
- 5) Valuable items due to their market value, i.e. goods not more than €150 (unless the Sender chose and ordered the Additional Service "Additional Cover", in which case they can send an item in the Parcel with a value within the chosen range).
- 6) Objects with chemical and biological effects,
- 7) Oxidizing, irritating, aggressive, sensitizing, carcinogenic, mutagenic substances, and substances harmful to reproductive abilities that may endanger health or cause damage to the Operator's property,
- 8) Drugs, psychoactive substances, and new psychoactive substances, so-called "designer drugs",
- 9) Hemp and hemp products with the exception of hemp (cannabis sativa sativa) and hemp-derived products (including hemp fiber products) with a THC concentration of less than 0.30%,
- 10) Plants,
- 11) Human or animal organs and human or animal secretions or tissues,
- 12) Tobacco products, including tobacco and cigarettes, e-cigarettes, and parts thereof.

Detailed rules concerning the assortment allowed and the rules of packaging and securing the contents of the Parcels are defined in the Agreement.







Appendix no. 11 to the Terms and Conditions: <u>Liability. Complaints. Compensation.</u>

Rules for liability, complaints, and compensation in the given Country:

Poland	I.	In the case of non-performance or improper performance of the Services the right to submit the complaint is granted either to: a. the Sender, or b. the Recipient - if the Sender waives its right to submit claims or if the Parcel is to be delivered to the Recipient or collected from the Parcel Locker.
	II.	Complaints related to Parcel's losses or damage invisible on receipt can be reported by the Recipient no later than within seven (7) days from the date of receiving the Parcel. In the event that the Recipient notices some damage which was invisible at the time of collecting the Parcel, the Operator makes it possible for the Recipient to transfer the electronic damage certificate with the use of the form available on the Website.
	111.	An undelivered Parcel is deemed lost if delivery or notification of the possibility to collect it at the Delivery Point or delivery directly to the Recipient is not within thirty days following the expiry of the time-limit for the delivery of the Parcel to the Delivery Point.
	IV.	Compensation is due for non-performance or improper performance of the Services: 1. for the loss, shortage, or damage of a Parcel that is not a correspondence item - in an amount not higher than the ordinary value of the lost or damaged items, 2. for the delay in delivery of a Parcel in relation to the guaranteed delivery time - in an amount not exceeding twice the fee for the Service.
	V.	If the Additional Protection service has been purchased, the amount of compensations is up to the upper limit of the variant of this service chosen by the Sender, based on confirmation of the value of the Parcel's content.
	VI.	Additional Data required for complaints: 1. The written complaint should be accompanied by the
		following documents, along with the note on the





envelope informing of the number of the complaint submitted, if such number is already assigned:

- a) an original of the document confirming shipping or a printout of the Parcel confirmation in an electronic form,
- b) a declaration of the waiver of claims if the Sender transfers their rights to the Recipient,
- a report drawn up by the Operator directly at the moment of receiving the damaged or incomplete
 Parcel - if the Recipient receives this Parcel (and prepares the damage report or a copy thereof),
- d) the Recipient's declaration of confirmed losses or damage to this Parcel submitted to the Operator at the moment the Parcel is received, according to the provisions of point I above;
- e) packaging of the damaged Parcel (if the Operator so requires);
- f) a declaration of invisible losses or damage to the Parcel, in keeping with the deadline referred to in point I above of these Terms and Conditions,
- g) description of a circumstance confirming the Parcel or delivery of the item and indication of evidence confirming this fact, and/or
- h) other documents required by the Operator during the complaint procedure necessary to explain and determine circumstances of the case.
- 2. The complaint submitted in a form other than in writing should contain the information referred to in point 1 above and the date and the place of sending the Parcel.
- 3. The complaint filed by means of electronic communication should be accompanied by copies of the documents referred to in point 1 and 2 above. If it is necessary for proper examination of the complaint, the Operator may request originals of these documents to be transferred. In the case of reporting the complaint by phone, the documents indicated in point 2 above are to be sent to the registered office of the Operator.
- 4. In the case of documents referred to in point 1 letters a) and b), it is possible to submit their copies confirmed by the Operator's employee.
- The original document confirming the sending or receipt of the Parcel is returned to the claimer with a confirmation at any time at their request.

VII. Complaints in the PUDO:

 The Operator's PUDO receiving the complaint in writing, or orally for the record, issues the complaint receipt confirmation to the claimer and, if the original Parcel





- confirmation document is attached, this document as well.
- In the case of submitting the complaint directly in the PUDO (or orally for the record or in writing) or in the electronic form, the Operator immediately issues in writing or sends in the electronic form the confirmation of its receipt.

VIII. Answer to the complaint:

- 1. Answer to the complaint contains:
 - the Operator's name and if the Operator determines a unit competent for examination of the complaint, the name of this unit;
 - 2) reference to the legal basis;
 - 3) decision on granting or refusing the complaint;
 - 4) in the case of granting compensation the amount of the compensation, and information about the time of its payment not longer than 30 days from the date of granting the complaint;
 - 5) information about the right to appeal and indication of the address to which the appeal should be submitted and information on the possibility to pursue claims specified in the Applicable Law (Polish Postal Act) earlier, i.e. before exhausting the second instance complaint method:
 - i. in the court proceedings, or
 - ii. as part of the procedure for settling consumer disputes out of court, before the President of the Office of Electronic Communication (UKE); and
 - 6) data of the Operator's employee identifying themselves as the one authorized to respond to the complaint with specification of the position they hold.
- 2. Answer to the complaint should additionally contain:
 - 1) reasons in fact and in law if the Operator refuses the complaint, either in full or in part; and
 - 2) information on the reason to retain the Parcel when the complaint relates to the Parcel retained by the Operator in the cases specified in Article 36 section 2 of Polish Postal Act.
- Answer to the complaint, as well as answer to an appeal should contain information about exhaustion of the complaint procedure or the right to pursue claims specified in the Applicable Law (Polish Postal Act):
 - 1) in the court proceedings, or





	2) on the out-of-court resolution of consumer
	disputes before the President of the Electronic Communications Office (UKE).
France	I. A complaint can be filed only by the Sender (Business Client).
	II. In the event that a Parcel suffers clear damage (i.e., damage caused to the items by the transport thereof and visible at the time of delivery), complaints will be made on the Operator's extranet within seventy-two (72) hours of delivery (excluding Business Days). After this period has elapsed, Operator will be unable to take the compensation claim into consideration.
	III. For delivery disputes (i.e., when the Parcel has been declared 'delivered' by Operator, but the Recipient declares it has not received it), Sender will file a complaint on the Operator's extranet within one (1) month from the declaration of delivery by the Operator. The Sender must send its customer service contact a sworn statement from the Recipient, stating that the latter has not received the Parcel, accompanied by a copy of their identity document. Failing this, no claim can be recorded by the Operator.
	IV. In the event that a Parcel is found within thirty (30) days from the date of the acknowledgement of the dispute, the Operator will communicate the return of the Parcel to the Sender and the cancellation of the dispute. If this dispute has already been subject to compensation, a credit note corresponding to the amount of the dispute or the compensation will be issued by the Sender to the Operator. V. The Sender will file a complaint for any Parcel declared lost or damaged on the Operator's extranet.
	or damaged on the Operator's extranet. VI. The Sender will be liable to the carrier for the damage to persons, equipment or other goods, and for any expenses due to the defective packaging of the items, unless the defect was apparent or known to the carrier at the time when he took over the items and he made no reservations concerning them.
Italy	I. Any complaints regarding damage or deterioration to the items subject to the Services which have not been notified upon delivery, must be notified to the Operator's customer service within eight (8) calendar days from the date of delivery by the Operator. or within other deadlines, if mandatory, provided for by the applicable legal provisions.
	II. Any complaints regarding losses of the items must be notified to the Operator's customer service within one-hundred-twenty (120) calendar days from the delivery date





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		based on the delivery times specified in Appendix no. 2 to these T&C or within other deadlines provided for by the mandatory applicable legal provisions.
	III.	Any complaints regarding "delivered status" but in the lack of the items inside the delivery Parcel Locker must be
		notified to the Operator's customer service within twenty- four (24) hours from the opening of the Parcel Locker.
	IV.	Every customer can open the complaint, where 'customer' means any individual who uses the Services offered by the Operator through the Sender. So the customer may either
		be the person who purchases the Services or the person who benefits from the Services and will receive the reimbursement through the Sender.
	V.	After the first complaint, and within the statute of limitations provided for by the law or applicable conventions, the
		customer must fully document the complaint by sending all relevant information, under penalty of forfeiture of the right to file the complaint.
	VI.	In the event that an unsatisfactory outcome is reached or new relevant additional elements arise, the Sender will be entitled to request only one (1) further review of the complaint.
	VII.	Unless otherwise provided by any convention and/or the Applicable Law, the right to file a complaint will expire unless a legal action has been formally initiated within one (1) year from the date of delivery of the items covered by the Services or from a different date on which the customer could reasonably have noticed the loss, damage or delay.
	VIII.	The maximum liability of the Operator to the customer will be limited to Euro 25.00 (twenty-five/00) for each event, unless otherwise agreed with the Sender in the Agreement.
	IX.	Complaints must be notified through the cross-border form of the "Connect" interface for professional customers available on the Operator's Website.
	X.	Procedure described in § 14.4 and in §14.16 of the main part of these T&C is not applicable.
Spain	I.	If any Parcel was delivered damaged, or if some contents or the whole Parcel were missing for reasons attributable to
		the Operator, the corresponding compensation shall be paid by the Operator to the Sender, according to the Agreement between the parties. Therefore, even if both the
		Sender and the Recipient can claim against the Operator, the beneficiary of any compensation for proved damage or
		loss will always be the Sender. The Sender will, in turn, and when applicable, compensate the Recipient.
	II.	The claimer can submit a claim through: The Recipient:





1)	sending a	an em	nail to	the	following	address:
	hola@inpo	ost.es,	or by	filling	out the w	veb form
	or					

- sending a postal mail to the following address: Mondial Relay SASU, Sucursal en España, Dpto. Customer Experience, Camí de les Oliveres, 1, 08800 Vilanova i la Geltrú (Barcelona).
- the Sender:
 - using the "Connect" interface for professional customers.
- III. The claimer must send the corresponding Parcel's number and fully document the complaint by sending all relevant information. The Operator reserves the right to verify the identity of the claimer and to request any further information and/or documents justifying the claimed damage or loss.
- IV. In the event of damage:
 - The damage is evident: this must be noted on the delivery form (courier's PDA - Personal Digital Assistant).
 - The damage is NOT evident: the deadline to submit the complaint is 7 days from the delivery date.
- V. Unless otherwise provided by any convention and/or the Applicable Law, the right to file a complaint will expire unless a legal action has been formally initiated within one (1) year. This period (limitation period) will be calculated starting from:
 - delivery to the Recipient, in case of partial loss, damage or delay.
 - thirty (30) days from the expiry of the agreed delivery period or, if no delivery period has been agreed upon, sixty (60) days from the time the Operator took delivery of the goods, in cases of total loss.
- VI. If a Parcel is found within thirty (30) days from the date of acknowledgement of the dispute, the Operator will communicate the return of the Parcel to the Sender and the cancellation of the dispute. If this dispute has already been subject to compensation, a credit note corresponding to the amount of the dispute, or compensation will be issued by the Sender to the Operator.
- VII. The Sender will be liable to the carrier for damage to persons, equipment or other goods, and for any expenses due to defective packing of the goods, unless the defect was apparent or known to the carrier at the time when it took over the goods and made no reservations concerning them at that time.





Portugal		If any Parcel was delivered damaged, or if some contents or
Portugal	I.	
		the whole Parcel were missing for reasons attributable to
		the Operator, the corresponding compensation will be paid
		by the Operator to the Sender, according to the Agreement
		between the parties. Therefore, even if both the Sender and
		the Recipient can fill a complaint against the Operator, the
		beneficiary of any compensation for proved damage or loss
		will always be the Sender. The Sender will, in turn, and when
		applicable, compensate the Recipient.
	II.	The claimer can submit a complaint through:
		• the Recipient:
		1) sending an email to the following address:
		ola@inpost.pt or by filling out the web form
		or
		2) sending a postal mail to the following address:
		Mondial Relay Sucursal em Portugal, Serviço de
		Apoio a Clientes, Av. Coronel Edgar Pereira Costa
		Cardoso, 3 E. 2615-360 Alverca do Ribatejo,
		Portugal
		• the Sender:
		1) using the "Connect" interface for professional
		customers.
	III.	The claimer must send the corresponding Parcel's number
		and fully document the complaint by sending all relevant
		information. The Operator reserves the right to verify the
		identity of the claimer and to request any further
		information and/or documents justifying the claimed
		damage or loss.
	IV.	In the event of damage:
		The damage is evident: this must be noted on the
		delivery form (courier's PDA - Personal Digital
		Assistant).
		The damage is NOT evident: the deadline to submit
		the claim is 7 days from the delivery date.
	V.	Unless otherwise laid down by any convention and/or the
		Applicable law, the right to file a complaint will expire unless
		a legal action has been formally initiated within one (1) year.
		This period (limitation period) will be calculated starting
		from:
		 delivery to the Recipient, in case of partial loss,
		damage or delay,
		- · · · · · · · · · · · · · · · · · · ·
		or thirty (70) days from the expiry of the agreed delivery
		thirty (30) days from the expiry of the agreed delivery paried or if no delivery period has been agreed upon
		period or, if no delivery period has been agreed upon,
		sixty (60) days from the time the Operator took
		delivery of the goods, in cases of total loss.
	VI.	If a Parcel is found within thirty (30) days from the date of
		acknowledgement of the dispute, the Operator will





	communicate the return of the Parcel to the Sender and the cancellation of the dispute. If this dispute has already been subject to compensation, a credit note corresponding to the amount of the dispute, or compensation will be issued by the Sender to the Operator. VII. The Sender will be liable to the carrier for damage to persons, equipment or other goods, and for any expenses due to defective packing of the goods, unless the defect was apparent or known to the carrier at the time when it took over the goods and made no reservations concerning it at that time.
Belgium	Same as for France.
Luxembourg	Same as for France.
Netherlands	N/A.