

# Terms and Conditions of InPost Group International Services provided for Retail Customers

Valid from 28 October 2024



## § 1. General Provisions

1. These Terms and Conditions (T&C) set out the rules for the implementation and terms of use of the Services provided by the Operator to Retail Customers.
2. The Services provided by the Operator are not of a universal nature and they are provided for profit.
3. The Operator does not provide the Services relating to the delivery of correspondence
4. The Services are provided in accordance with the law of the Pick-Up Country, unless the absolutely binding law of the Destination Country or the Transit Country applies.
5. The Operator may use a Local Company or other subcontractors when performing the Services, for whose actions and omissions such Operator is responsible.
6. To the extent that the Recipient of a Parcel needs any 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.
7. 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

The terms used in these T&C have the following meanings:

- 1) **InPost Mobile App** – the application dedicated for mobile devices (smartphones, tablets) 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.
- 2) **Price List** – a document which determines the prices for the Services and a list of additional fees, available at all PUDO Points and on the Website. The Price List determines the price for the Services offered to Retail Customers.
- 3) **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.
- 4) **Business Day** – any day from Monday to Friday, except for bank holidays, according to Applicable Law.
- 5) **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.
- 6) **Sending Form** – the form available at: <https://inpost.pl/szybkiendania> intended for sending Parcels as part of the InPost Fast Send functionality.
- 7) **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 Luxembourg Trade Register (RCS) under number B248669, NIP: LU327 511 80, and other companies over which InPost S.A. has control.
- 8) **InPost Fast Send** – a functionality enabling the ordering of a Parcel to be sent as part of the Service without the need to create an account, according to the rules set out in the T&C
- 9) **Retail Customer** – a natural person, legal entity or organisational unit without legal personality, to whom the Operator provides the Service exclusively on the basis of these Terms and Conditions, without concluding a separate Agreement.
- 10) **Consumer** - a natural person who is acting for purposes which are not related to their commercial or professional activity, or a natural person who is acting for purposes related to their commercial activity but which are not of a professional nature for that person.
- 11) **Country** – a country being the Country of Pick-up or Destination Country

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- 12) **Destination Country** – the country where the Parcel is delivered to the Recipient. The list of the Countries in which the Operator delivers Parcels is set out in Appendix no. 1 to these T&C.
- 13) **Country of Pick-up** – the Republic of Poland.
- 14) **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.
- 15) **Courier** – a member of staff of the Operator or its subcontractors (including the Local Company) who delivers Parcels or picks them up from the Sender.
- 16) **Sender** – the Retail Customer to whom the Operator provides the Service under these Terms and Conditions.
- 17) **Recipient** – a person entitled to collect the Parcel.
- 18) **Depot** – an organizational unit of the Operator creating its logistics network.
- 19) **Operator** – 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: + 444 -000 40 746 -000 (both from landline and mobile phones, costs depend on the provider), e-mail address: bok@inpost.pl.
- 20) **Applicable Law** – the law of the Country of Pick-Up, unless the absolutely binding law of the Destination Country or the Transit Country applies.
- 21) **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.
- 22) **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.
- 23) **Pick-up Point** – a PUDO Point or Parcel Locker located in the Country of Pick-up.
- 24) **PUDO Point** or **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 send a Parcel, if so indicated on the Website.
- 25) **Terms and Conditions** or **T&C** – these terms and conditions and any appendices attached to them, as applicable as at the date of posting the Parcel.
- 26) **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.).
- 27) **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.
- 28) **Website** – a website at the address: <https://inpost.pl> for the Country of Pick-Up and a different address for each Destination Country (which address for each Destination Country is set out in Appendix no. 2 to these T&C) containing the information referred to in the body of these T&C. If the T&C refer to information regarding the pick-up, such information will be available on the website for the Country of Pick-up, and if the T&C refer to the information regarding the delivery, such information will be available on the website for the Destination Country.
- 29) **Services** – the Main Service and Additional Services connected with the Main Service provided according to the provisions of these Terms and Conditions.
- 30) **Additional Services** – the services offered by the Operator exclusively in connection with the provision of the Main Service, which are specified in the these T&C, the Price List or the Website.
- 31) **Main Services** – the Services consisting in collection in the Country of Pick-Up, transport and delivery of the Parcels in the Destination Country.

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- 32) **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. Within the Parcel Locker network, there may be lockers with the following characteristics:
- Parcel Lockers available 24 hours a day, 7 days a week,
  - Parcel Lockers with limited time availability due to their location, particularly at the premises with limited operating hours,
  - Parcel Lockers with which the Sender or Recipient can only communicate via the InPost Mobile App or a barcode and QR code scanner (which are later referred to as "**Appkomat Devices**"),
  - Parcel Lockers located exclusively at a PUDO Point, which, due to the way they operate, interact with the PUDO Point in accordance with the terms set out in the T&C (later referred to as "**Parcel Locker Pro**"), and whose compartments of size "B" have maximum dimensions of 250 by 400 by 180 millimetres, and compartments of size "C" have maximum dimensions of 250 by 390 by 480 millimetres, and the maximum weight of a Parcel that can be placed in these compartments is 7.00 kilograms;
- however, a given Parcel Locker may combine features of one or more of the above. An up-to-date list of Parcel Lockers with information on their features is posted on the Website.

### § 3. Scope of the Services

- The Operator provides the Services only at locations where the Operator or the Local Company has the Pick-up Point or the Delivery Point respectively.
- The Services are provided on Business Days unless these Terms and Conditions state otherwise. The delivery time of the Parcels is calculated in Business Days (Saturdays, Sundays and public holidays are not included, in accordance with Applicable Law). The day of posting the Parcel (from which the delivery time is calculated) is determined in accordance with § 7(13)-(15) of these T&C, as follows:
  - if the Parcel is posted on a day that is not a Business Day - the day of posting is deemed to be the first Business Day following the day of posting the Parcel by the Sender at the Pick-Up Point. For example, if the Parcel is posted at the Pick-Up Point on a Sunday, Monday (if it is not a holiday) is the day from which the delivery time starts to run. Then, if the delivery time is, for example, D+5, Monday is considered as 'D' day (day '0');
  - in the event that the Parcel is posted on a given Business Day before the so-called 'cut-off time' in a given zone - this Business Day is considered to be the day of posting. For example, if a Parcel is posted at a Pick-Up Point on a Monday (if it is not a holiday) before the so-called 'cut-off time' in a given zone, the day from which the delivery time starts to run is Monday. Then, if the delivery time is, for example, D+5, the 'D' day (day '0') is considered to be Monday in this case; or
  - if the Parcel is posted on a given Business Day after the so-called 'cut-off time' in a given zone - the day of posting will be the first Business Day following the day of posting of the Parcel by the Sender at the Pick-Up Point. For example, if a Parcel is posted at a Delivery Point on a Monday after the so-called 'cut-off time' in a given zone, Tuesday (if it is not a holiday) is the day from which the delivery time begins to run. Then, if the delivery time is, for example, D+5, then the "D" day (day "0") is considered to be the Tuesday on which pick-up takes place.
- The catalogue of Services provided with the list of their availability is specified in these T&C and in the Price List, and based on these documents, it is also available on the Website.
- PUDOs and Parcel Lockers are available on certain days and within certain operating 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 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.
- 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

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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 of the Sender.

- The Operator does not make available hard copies of documents relating to the Services provided via the Parcel Locker, but allows the User to download an electronic version of certain documents relating to the Service provided, including payment confirmations. The Users may in their own capacity archive and print out the documents referred to in the previous sentence. The Sender should inform the Recipient in advance that only electronic versions of documents relating to the Service provided may be downloaded if the Recipient expects to receive a particular type of document.

## § 4. Requirements concerning the Parcels

- A Parcel must comply with the requirements of Applicable Law, these 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	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

The maximum dimensions of the Parcels specified above are illustrated in the graphics below:



- 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. The drawings shown as above are examples. The dimensions above are rounded up to the nearest whole number if the value after the decimal point is equal to or greater than 5 tenths (e.g. 19.59 = 20.00), or down if the value after the decimal point is less than 5 tenths (e.g. 19.40 = 19.00).
- 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. 7 to these T&C.

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4. In addition, it is not permissible to include in the Parcel any other items not listed above which, in the Operator's opinion, cannot be moved safely or lawfully, provided that the Operator informs the Sender of this before accepting the Parcel. The Sender's detailed obligations with regard to the unacceptable content of the Parcels are available in the document: *Rules for the Preparation and Packaging of InPost Parcels*, the current version of which is available on the Website. 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 will immediately notify the relevant authorities and will detain and secure the Parcel until such authorities have inspected it. In other cases, the Operator has the right to refuse an attempt to deliver a Parcel with an unacceptable content to the Recipient and to return it to the Sender on the terms specified in the T&C and against a fee specified in the Price List.
5. 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.
6. 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 Service.
7. It is the responsibility of the Sender to guarantee the quality that the packaging of the Parcel is appropriate to its contents. The packaging of the Parcel should be appropriate for its content, in particular, it should take 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. The Sender's detailed obligations and rules concerning the protection of the content of the Parcels and the packaging of the Parcels are available in the document: *Rules for the Preparation and Packaging of InPost Parcels*, the current version of which is available on the Website.
8. 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.
9. The Operator may conditionally accept a Parcel of non-standard and irregular shape for shipment if it is within the limits set by the maximum dimensions and weight. The Operator reserves the right to charge an additional extra fee – indicated in the Price List – in the case of acceptance for the shipment of the Parcel of non-standard and irregular shape.
10. If the Sender, within the size categories of the Parcels permitted in accordance with the table indicated in subparagraph 1 above, has handed over to the Operator a Parcel in a category with dimensions other than the dimensions for the category declared by the Sender for that Parcel, then, in the event that:
  - a) where the forwarded Parcel has a category of higher dimensions than the dimensions for the category declared by the Sender for this Parcel, then the Operator will perform the Service on such Parcel according to the price rate corresponding to the actual dimensions of the Parcel, verified in accordance with the preceding sentence, or
  - b) the transferred Parcel has a category with lower dimensions than the dimensions for the category declared by the Sender for this Parcel, then the Operator will perform the Service with such Parcel at the price rate corresponding to the actual dimensions of this Parcel, and if this rate is lower than the rate specified for the category dimensions declared by the Sender for the Parcel, the Operator will reimburse the difference between the price rate corresponding to the actual dimensions of the posted Parcel and the price rate for the size category of this Parcel declared by the Sender.
11. If the Sender has provided the Operator with an oversize Parcel, i.e. a Parcel exceeding any of the dimensions or weight (25 kg) specified for Parcel size category "C", in accordance with the provisions of subparagraph 1 above,

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the Operator will take steps aimed at delivering such Parcel, on the terms set out in § 10 and in Appendix no. 6 to these T&C:

12. 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 acknowledges that the Sender has a duty to prove, if necessary, that the Sender is properly fulfilling these obligations and that such obligations are beyond the Operator's responsibility.

## § 5. Payment

1. The Prices of the Services provided by the Operator, as well as any additional charges and surcharges, are specified in the Price List.
2. The Price List valid on the date of sending the Parcel is binding, subject to the provisions concerning the period of validity of the Label or the sending code.
3. The charge for the Service ordered by InPost Fast Send will be deemed to have been paid if the Sender, via the Sending Form or InPost Mobile App, makes payment for the given Parcel in accordance with the current Price List. Payment cannot be made via the Parcel Locker when sending a Parcel or at a PUDO Point.
4. The Service can only be paid for in advance, at the time of finalising the order for the Service in the Sending Form or InPost Mobile App, via the payment administrator (and the payment methods provided by it) with whom the Operator has a relevant agreement to handle the payment process.
5. In the event that the Sender's Label or the code is not used within its validity period, also within the validity period extended at the Sender's request, the Operator, via the payment administrator (referred to in subparagraph 5 above), will reimburse, at the Sender's request, an amount equal to the amount charged when ordering the Service via InPost Fast Send. Refunds will be made within 14 days counted from the day following the day on which the Sender requested such refund. The refund request can be made via a form: <https://inpost.pl/formularz-kontaktowy>.
6. A VAT invoice will be issued if the Retail Customer selects the appropriate 'check-box' on the Sending Form. The VAT invoice will be sent to the Sender's email address indicated by the Sender on the Sending Form or InPost Mobile App.
7. The provisions of subparagraph 6 above apply respectively to the reimbursement of any other funds relating to the amounts charged for the Service ordered by InPost Fast Send.
8. The Operator does not adjust individually the price of the Service to the Consumer in a given transaction for the purchase of that Service from the Operator. In particular, the Operator does not individually adjust the price for the Service for the Consumer on the basis of algorithms based in particular on the Consumer's actions (including prior actions) or based on the Consumer's preferences (automated decision-making).

## § 6. Operator's rights

1. The Operator may refuse to enter into the contract to perform the Services, withdraw from the contract, refuse to provide the Services or may cease to provide them, if:
  - 1) the Sender fails to fulfil 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 Applicable Law or personal interests of the Sender, the Recipient or other persons;
  - 4) Services are to be provided, in whole or in part, outside the Country of Pick-up or the Destination Country (this does not apply to movement through Transit Countries),
  - 5) the collection or transport of the Parcel is forbidden pursuant to Applicable Law; and/or
  - 6) the Sender did not pay for the Services provided by the Operator.

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3. The Operator's assessment of the possibility of delivering the Parcel without damaging or destroying its contents is made solely on the basis of the characteristics of the Parcel that can be seen from the outside of its packaging.
4. In the event that the Operator refuses to enter into the contract for the provision of Services, unilaterally withdraws from the contract, refuses to provide the Services or ceases to provide them for the reasons set out in subparagraph 1 above, the accepted Parcel will be returned to the Sender at the Sender's expense in accordance with the Price List. The charge collected for the non-performed Service is also refundable.
5. The fact that the Operator has accepted the Parcel from the Sender does not constitute a presumption that the contents of the Parcel comply with the provisions of these T&C.
6. If there is a reasonable suspicion that the Parcel does not meet the requirements referred to in these T&C, the Operator may, subject to Applicable Law, check the content of the Parcel at each stage of providing the Services, 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 Applicable Law, destroy the content of the Parcel, especially if it constitutes a threat to people or other Parcels. In the event of withdrawal from the contract and interruption of the Service's provision, the charge for the Service will be credited towards a charge due to the Operator for returning the Parcel to the Sender. The verification is made in the Sender's presence, or if this is not possible, in the presence of the persons selected by the Operator for such verification in line with the Postal Law and the executive provisions issued on its basis. The verified Parcel will be marked with a special label.
7. In a situation where the content or a defective packaging of the Parcel resulted in:
  - 1) 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,
  - 2) 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, and/or
  - 4) damage in the process of movement, transport, sorting or delivery of the Parcel of another Sender,- then the Operator may seek compensation for the damage on general principles.
8. 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. In the case of Poland, the Operator will contact the Sender in order to obtain further instructions regarding the Parcel from the Sender. If 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.

## **§ 7. Sending Parcels**

1. The Operator allows Retail Customers to send Parcels as part of the InPost Fast Send functionality.
2. InPost Fast Send can be used via the Sending Form and the InPost Mobile App, on the terms set out in subparagraph 4 below.

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3. The Sender, ordering the Service by InPost Fast Send, in order to receive the Service, must provide the following data of the Sender and the Recipient: first and last name, e-mail address, mobile phone number. The Sender bears full responsibility for indicating incorrect data.
4. When completing the Service orders via InPost Fast Send, the Retail Customer can choose whether to send the Parcel using a Label (which must be applied to the Parcel's packaging, in accordance with the T&C - this does not apply to the InPost Mobile App, where there is a sending code instead of a Label) or using a 9-digit sending code (which must be entered when the Parcel is sent at the Parcel Locker and applied to the Parcel's packaging). The sending code is also generated in the form of a QR code and may be used on a Parcel Locker equipped with a QR code reader (whereby, in the case of Appkomat Devices, the QR code is the only form enabling sending in accordance with this subparagraph). In the case of a sending code, the provisions of the T&C relating to the Label do not apply;
5. The Operator allows Parcels to be sent via the Parcel Locker as well as selected PUDO Points. An up-to-date list of points enabling the sending of Parcels, together with their opening hours, and the characteristics of such points can be found on the Website.
6. When sending a Parcel at the Parcel Locker, the Sender must follow the instructions and course of action indicated on the Website and directly displayed on the screen of the Parcel Locker or on the InPost Mobile App (in the case of InPost Mobile App users). In the case of Appkomat Devices, a Parcel can only be sent via the InPost Mobile App or using a QR code scanner. Before sending the Parcel at the Parcel Locker, the Operator will make the T&C available to the Sender in electronic form, including by indicating the link address of the Website containing the T&C. Each Parcel may be placed in the Parcel Locker only once. Each Label can only be used for one Parcel. In justified cases, the Operator may reinsert the Parcel into the compartment, e.g. in the event of a failure of the Parcel Locker or damage to the compartment. The Sender can only insert one Parcel into the compartment of the Parcel Locker.
7. The Sender is responsible for the proper preparation of the Parcel, which includes: using the correct packaging, closing the packaging permanently and generating, printing and permanently affixing the Label to the packaging of the Parcel (or affixing the shipping code to it), in accordance with the next sentence. A separate Label must be prepared for each Parcel to be dispatched, which is necessary for the Operator to correctly handle the delivery of the Parcel (unless the Sender has selected a sending code when generating the order within the Sending Form or the InPost Mobile App). Parcels that are incorrectly prepared, without a Label or with an illegible Label, or without a tracking code, will not be accepted or will be returned to the Operator's Depot in the area where the Parcel was sent.
8. The Sender is responsible for providing correct and complete data of the Recipient (if required), for correct preparation of the Label (if it does not use the sending code), including indication of at least the Sender's relevant mobile phone number and e-mail address, the Recipient's mobile phone number, the Parcel's size, as well as for selecting the method of sending the Parcel, taking into consideration 1) the weight and dimensions of the Parcel in question, 2) the scope of ordered Additional Services within the scope of the Service, and 3) limitations of the place of sending or collection (Parcel Locker, PUDO Point) within the scope of the above points 1) and 2), if these restrictions were stated by the Operator on the Website before ordering the Service from the Operator. This also applies to the proper marking of the Parcel which is to be sent. Failure to provide correct data may result in the inability to perform or duly perform the Service.
9. The Sender states that:
  - 1) the Sender is aware of the catalogue of items that are prohibited from being included in the Parcel under Applicable Law and the provisions of § 4.3 and 4 of the T&C above,
  - 2) the Sender will not place in the Parcel any items prohibited by Applicable Law and T&C or use the Operator's Services to transport such items,
  - 3) the data of the Sender and the Recipient of the Parcel entered by the Sender will be true and correct, and
  - 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



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prohibited items under Applicable Law and these T&C, may lead to incurring legal liability on this account, including criminal liability.

10. Selecting the option of sending by Parcel Locker also enables the Parcel to be sent at a PUDO handling a given Parcel dimension. At the same time, if the Parcel exceeds the dimensions or weight specified in the definition of Parcel Locker Pro as the maximum (§ 2.32(d) of the T&C) and its sending device is to be a Parcel Locker Pro, the Parcel cannot be sent at the Parcel Locker Pro, but can only be sent at the PUDO Point where the Parcel Locker Pro is located.
11. The label or shipping code generated by InPost Fast Send is valid for 30 days from the time the fee is charged. The Label's expiry date is indicated on the Label. After the Label's expiry date elapses, it is not possible to send a Parcel with this Label or this sending code at the Parcel Locker and at the PUDO Point. In justified cases, it is possible for the Operator to extend the validity of a Label or shipping code before it expires, after contacting the Operator's technical helpline at: +48 722-444-000 or 746-600-000 (both from landline and mobile phones, costs depend on provider),
12. In order to send the Parcel, the Sender must indicate the mobile telephone number of the Recipient in order to enable the Recipient to be notified of the sending of the Parcel and the place of its receipt. In addition, the Sender may provide the address and e-mail address of the Recipient. The Sender must provide the following data: telephone numbers (of the Sender or the Recipient) and e-mail addresses (of the Sender or the Recipient) because they are necessary for the provision of the Service, and these data are used to communicate with the Sender or the Recipient in the performance of the Service, in particular to inform the Recipient of the possibility to collect the Parcel.
13. The day on which a Parcel is posted via a Parcel Locker or PUDO is the Business Day on which such Parcel is placed or handed over to the Operator by the Sender at the locations indicated above (and if that day is not a Business Day, the day of posting is the next Business Day immediately following that non-Business Day on which the Parcel is placed or handed over to the Operator), provided that the placement of the Parcel at the Parcel Locker or its handing over at the PUDO has occurred on that day by the so-called 'cut-off time', in accordance with the table below:

Zone "A"	by 4 p.m.
Zone "B"	by 3 p.m.
Zone "C"	by 2 p.m.
Zone "D"	by 1 p.m.

14. The zoning indicated in the table in the subparagraph above depends on the location of the Parcel Locker or PUDO where the Sender places or transmits the Parcel and the postal code assigned to that location. The Sender - via the Website - can verify in which zone the location of the Parcel Locker or PUDO in which it wishes to place or hand over the Parcel to the Operator is located. The Operator reserves right to change the zip codes assigned to the given zone, indicated on the Website, and it will notify about this fact on said Website at least 10 days before the planned change. In view of the above, the Operator recommends that the Sender wishing to hand over the Parcel with the above defined cut-off times should verify in which zone the location of the Parcel Locker or PUDO to which it wishes to hand over the Parcel is located.
15. Parcels posted on a given Business Day at a Parcel Locker, PUDO or Depot may not be forwarded for onward movement on that day if the posting occurs after the cut-off time specified in subparagraph 13 above due to the location of the Parcel Locker or PUDO. Any Parcels sent on a particular day after the limit hour resulting from the location of the Parcel Locker or PUDO that at the same time have not been forwarded by the Operator for further transfer on that day, will be treated as shipped on the following Business Day.
16. Posting of Parcels at the PUDO is carried out on the same terms as at the Parcel Lockers (subject to the restrictions relating to the handling of particular size categories of Parcels and the provision of Additional Services), except that the Parcel is physically left at the PUDO Point and proof of posting of the Parcel so posted is issued by the

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Operator's representative accepting the Parcel. Posting of a Parcel at a PUDO Point is only possible during the opening hours of the PUDO Point.

## **§ 8. 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 InPost Mobile App (for the users of the InPost Mobile App) 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. 4 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 subparagraph), after the lapse of the storage time or after the deadline for collecting the Parcel, in accordance with the provisions of the preceding subparagraph (if available), the Operator will notify the Recipient in the form of a text message (SMS) or e-mail, or via the InPost Mobile App (in the case of InPost Mobile App users) about the fact of transferring the Parcel to the Depot. The Operator will return the Parcel to the Sender against a charge 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. 4 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.

## **§ 9. Delivering the Parcels**

1. The Operator delivers 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 deadlines indicated in Appendix no. 2 to these T&C do not include statutory holidays (as defined by Applicable Law, including the law in the Country of Pick-up, Transit Countries and Delivery Country), as well as Saturdays and Sundays.
4. The Operator distinguishes between 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 deemed performed when the Parcel can be collected in accordance with these T&C, which occurs when the Parcel is delivered to the Delivery Point or (in the specific cases indicated in Appendix 2 to the T&C) when the Parcel can be collected by other means. 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.

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5. The Operator indicates that selected 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. 4 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 InPost Mobile App (for users of the InPost Mobile App and if available in the given Country).
8. The Recipient bears the risk related to transferring the Authorization Data to other persons. The person who receives the Authorization Data is authorized by the Recipient to collect the Parcel on behalf of the Recipient.
9. The Recipient will be notified by the Operator about the placement of multiple Parcels in a single compartment of the Parcel Locker, according to subparagraph 5 above.
10. Where there is more than one Parcel belonging to the same Recipient in a Parcel Locker selected by the Operator, the Operator reserves the right to place all such Parcels, or Parcels selected at its sole discretion, in one compartment of the Parcel Locker. The Recipient will be notified by the Operator when multiple Parcels are placed in one compartment of the Parcel Locker in accordance with subparagraph 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 collection and delivery of the Parcels - does not guarantee such a possibility or a specific time during which a Parcel in respect of which the deadline for its collection has expired can still be collected by the Recipient.

## **§ 10. Wrong size declaration. Delivery of oversized Parcels**

The conditions for the handling of Parcels whose dimensions or weight exceed the permissible dimensions and weight set out in these T&C are set out for the relevant Country in Appendix 6 to these T&C.

## **§ 11. Returns of Parcels**

1. 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.
2. 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 4 below,
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. Receipt of returned Parcels by the Sender takes place in accordance with the terms similar to the terms of their delivery, i.e. the terms of delivery specified in § 8 subparagraphs 1-8 of the T&C, § 9 subparagraph 4 point 1 and subparagraphs 5-11 of the T&C, and § 10 of the T&C apply accordingly (but in the case of failure to collect a returned Parcel by the Sender within the time limit specified in § 8 and § 9, subparagraphs 4-6 below apply).
4. The Parcel:
  - 1) which cannot be delivered to the Recipient or returned to the Sender due to the absence or incorrect address of the Sender, or
  - 2) which the Sender refuses to accept (including not providing a return address) or to pay a charge due for the return of the Parcel or to pay a surcharge,

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- is deemed as undeliverable and is directed to the Operator's Undeliverable Mail Warehouse. In the event of a missing or incorrect address on the Parcel referred to in point 1) above, the Operator will attempt to establish that address based on the contents of that Parcel and in accordance with the law in this regard.

5. In the event that opening of the undeliverable Parcel does not enable its delivery or return it to the Sender or the Sender refuses to accept the returned Parcel, except in cases specified in Article 33 (11) of the Postal Law:
  - 1) the correspondence constituting the Parcel and its packaging are subject to destruction by the Operator in a manner making it impossible to reconstruct the information contained in the Parcel and its packaging no earlier than after 60 days from the date of opening the Parcel; or
  - 2) content other than the correspondence constituting the Parcel and its packaging is subject to destruction by the Operator in a way that makes it impossible to reconstruct the information contained in the Parcel and its packaging, not earlier than after 12 months from the date of opening the Parcel.
6. If the entitled person submits a complaint before the expiry of the time limit referred to in subparagraph 5(2), the content of the Parcel and its packaging may not be destroyed before the decision on settlement of the complaint becomes final.

## **§ 12. Operator's liability**

1. The Operator is liable for the non-performance or improper performance of the Services in accordance with the provisions of this paragraph, unless otherwise set out by Applicable Law.
2. The Operator is not responsible for non-performance or improper performance of the Services, if such non-performance or improper 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 Applicable Law or these T&C, and/or
  - 4) due to the characteristics of the posted items, in particular their high susceptibility to damage due to their defects or natural characteristics. The Operator is also not responsible for the effect of weather conditions on these items, the passage of time since their posting, damage to the Parcel caused by improper packaging or protection of 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 wilful misconduct, and in any event to the maximum extent permitted under 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 absolutely binding provisions of any Applicable Law, the Operator is responsible for non-performance or improper performance of the Services within the scope specified in these T&C, if the non-performance or improper 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.

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In the situations specified in points 1)-3) above, the Operator is liable on general principles in accordance with the provisions of the Act of 23 April 1964 - Civil Code, unless otherwise stipulated by Applicable Law.

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 5 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. 8 to these T&C, and they will prevail in the event of possible conflicts with the provisions contained in this paragraph.

## **§ 13. Complaints.**

1. The provisions of this paragraph apply to the handling of complaints, unless otherwise set out under Applicable Law.
2. The Sender of the Parcel may submit a complaint (unless Appendix no. 8 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. The complaint should be submitted in the form, manner and procedure specified for the country concerned in Appendix 8 to these T&C. Complaints reported in a different way than that set out in Appendix no. 8 to these T&C will not be processed, and the claimer will be notified to this effect.
4. A complaint may be made no later than 12 months from the date of posting the Parcel, unless the provisions of the Applicable Law specify a different time limit or a different commencement point.
5. Complaints submitted after the expiry of the limitation period will not be considered.
6. The 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).
7. 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.
8. 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.
9. Only one complaint may be submitted with regard to specific Services.
10. In the case of complaints made electronically, the person making the complaint will be authorised or identified by the Operator on the basis of the data they provide, which will be compared with the data held by the Operator in its information system in order to determine whether the person is an authorised person in accordance with subparagraph 2 above. These data are in particular: the Label number, the e-mail address or phone number.
11. 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;

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- 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.
12. 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. 8 to these T&C.
  13. 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.
  14. 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.
  15. 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, otherwise the complaint will not be considered. 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.
  16. 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.
  17. 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.
  18. 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.
  19. 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.
  20. 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.
  21. 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.
  22. 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/>
  23. The detailed rules of liability are set out in Appendix no. 8 to these T&C and take precedence in the event of any conflict with the provisions contained in this paragraph.

## **§ 14. Compensation**

1. The provisions of this paragraph apply to the payment of compensation for non-performance or improper performance of the Service, unless otherwise provided by Applicable Law.

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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. 8 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 rules are independent of the circumstances excluding the Operator's liability, which in turn are set out in these T&C above. In such circumstances, the Operator will refuse to recognise the damage and pay compensation. The rules outlined above may be subject to modifications depending on the Country, in accordance with Appendix no. 8 to these T&C.
4. The detailed rules of liability are set out in Appendix no. 8 to these T&C and take precedence in the event of any conflict with the provisions contained in this paragraph.

## **§ 15. 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.
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. Any recordings may be used by the Operator for the purpose of dealing with complaints or made available by the Operator at the request of authorised authorities in accordance with the provisions of 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 is responsible for providing correct and up-to-date personal data of the Recipient of the Parcel. The Operator is not entitled to verify the correctness of the personal data provided and is not responsible for the personal data provided by the Sender.
6. The Operator is not liable in the event of incorrect personal data being provided by the Sender, third parties authorised by the Sender to carry out activities related to the sending of the Parcels and the Recipients of the Parcels .

## **§ 16. Additional protection service**

1. Parcels sent by the Consumer are covered by the service of additional protection up to the amount of PLN 5,000.00 (in words: five thousand), included in the price of the Service. The Operator does not provide an additional protection service to Consumers up to a higher amount than indicated in the preceding sentence.
2. In the event of damage, depletion or loss of a Parcel covered by any additional protection service, the Sender (or the Recipient, if the Sender has waived the claim for compensation), is entitled to compensation in the amount of the actual value of the Parcel as documented, in accordance with these T&C, but not higher than the amount indicated in subparagraph 1.
3. Additional protection is not provided for Parcels containing items not permitted by these Terms and Conditions.

## **§ 17. Consumer's special rights**

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1. The contract for the provision of the Service concluded with the Consumer within the framework of InPost Fast Send is a contract concluded at a distance within the meaning of Article 2(1) of the Consumer Rights Act of 30 May 2014 (later referred to as the "CRA").
2. The Sender who is a Consumer may withdraw, pursuant to Article 27 of the PPC, from the contract for the provision of the Service concluded as described in subparagraph 1 above, within 14 days of its conclusion, unless the Operator has performed the Service in full with the express consent of the Consumer who was informed before the performance started, that after the Operator's performance is completed, they will lose the right to withdraw from the contract referred to in Article 27 of the CRA.
3. If the Consumer wishes to withdraw from the contract, as referred to in subparagraph 2 above, a declaration of withdrawal from the contract is required, which may be made: on the form constituting Appendix No. 9 to these T&C, sent by e-mail to the address: [oswiadczenie@inpost.pl](mailto:oswiadczenie@inpost.pl), alternatively by submitting an electronic form on the Website, or it can also be submitted in writing.
4. If the Sender who is a Consumer withdraws from the contract in the manner indicated in subparagraph 2 above, such Sender will bear the costs of the charges set out in the Price List for the services provided by the Operator until the withdrawal by the Consumer has become effective.
5. A Sender who is a Consumer and who concludes a contract for the provision of the Service in the manner indicated in subparagraph 1 above may express a request for the performance of that Service before the expiry of the withdrawal period by making an express declaration via the Website to that effect.
6. The Operator will issue to the Consumer a confirmation of the conclusion of the contract referred to in subparagraph 1 with the Consumer's consent in the form of a pdf file sent to the Consumer's e-mail address provided when ordering the InPost Fast Send service.
7. The provisions of subparagraphs 1-6 of this paragraph do not apply to contracts for the provision of the Service concluded by the Consumer directly at the Parcel Locker or at a PUDO Point.

## **§ 18. Service unavailability. Extraordinary events.**

1. The Operator reserves that the Service may be unavailable due to the failure of the Parcel Lockers resulting from any damage to them by third parties, as well as temporary non-functioning of the Parcel Lockers, PUDO Points as well as the payment terminals in the event of a power outage. Failures of Parcel Lockers will be repaired promptly by the Operator or an entity authorised by the Operator.
2. In the case of the enactment of legal acts by an authorised state authority issued in connection with the occurrence of extraordinary events, including legal acts introducing states of emergency (state of emergency, natural disaster, epidemic or epidemic threat, state of war, state of war) - if the occurrence of such extraordinary events may threaten or endanger such values, such as human health or life of the Senders, Recipients, their personnel, or the Operator's personnel, or may lead, or leads to a loss of continuity of the provision of Services by the Operator - the Operator may temporarily suspend or restrict the provision of Services covered by these T&C or modify the rules for their provision.
3. The extraordinary events referred to in subparagraph 2 above means natural disasters (including drought, fire, earthquake, landslide, flood, storm), war, declared or undeclared hostilities, acts of terrorism, rebellion, revolution, insurrection, military or civil upheaval, riots, civil commotion, strikes, embargoes, biological or radioactive contamination, lockouts, blackouts, aircraft crash, explosions, including munitions, explosives, flammables, epidemics, pandemics, network failures, including telecommunications.
4. The Operator will publish information on the suspension, limitation or modification referred to in subsection 2 above on its Website and may, if an exceptional event or acts of state authority issued in connection with such event do not prevent it, provide such information to Senders and Recipients by e-mail or SMS (or in the InPost Mobile App, in the case of users of that application).
5. If the effective date of the suspension, restriction or modification referred to in subparagraph 2 above is not specified in the notice referred to in subparagraph 4 above, the suspension, restriction or modification will take effect as of the date of publication of this notice on the Operator's Website.



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6. The suspension, restriction or modification referred to in subparagraph 2 above may not last longer than the duration of the states of emergency - or, if no states of emergency have been announced, the duration of the events of emergency; this duration may be increased by the Operator for a period of up to 7 days following the end of the state of emergency or event of emergency.
7. The provisions of subparagraphs 2 to 6 of this section will also apply to the Price List, with the proviso that the modification may not consist in an increase in the price for a given Service.

## § 19. Final provisions

1. Any provisions of the Terms and Conditions will not apply to contracts concluded with Consumers if such provisions would be considered to be a prohibited contractual clause or a practice infringing the collective interests of Consumers. In the remaining scope, the provisions of the Terms and Conditions will be binding on the Consumer unless expressly excluded for Consumers in these Terms and Conditions.
2. The Operator reserves the right to change these Terms and Conditions for the following reasons or circumstances:
  - 1) changes in the legal provisions having a direct impact on the content of these Terms and 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 appendices 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 and Conditions,
  - 5) changing the scope of the Services provided under these Terms and Conditions, including the introduction of new services,
  - 6) improving customer service (for the Sender and the Recipient) and the complaints handling process,
  - 7) improving the protection of the privacy of customers (that of Senders and Recipient),
  - 8) preventing abuse that may arise when commissioning and providing the Services covered by these Terms and Conditions,
  - 9) ensuring the safety of customers (Senders and Recipients) and the Operator,
  - 10) technological or functional changes of the InPost Mobile App or the Website,
  - 11) changes in the operational, economic or market conditions of the Services covered by these Terms and Conditions,
  - 12) technological or functional changes related to the provision of the Services covered by these Terms and 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 and Conditions,– however, the Operator has an obligation to notify about any significant changes in these Terms and Conditions, the Price List and the appendices in the form of information published on its Website, at least 14 days in advance.
3. The Operator may introduce changes to these Terms and Conditions without observing the 14-day period referred to in subparagraph 2 above, in the case where:
  - 1) it has been obliged to change these Terms and Conditions, the Price List or appendices by a state authority, a common court, or under Applicable Law, within a period preventing compliance with the 14-day period referred to in subparagraph 2 above,
  - 2) such changes grant new rights to customers (Senders, Recipients) or extend the scope of their current rights, and/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 and Conditions.
4. The appendices to these T&C constitute their integral part. 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.

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- 3) Appendix no. 3: Storage times.
  - 4) Appendix no. 4: Authorization Data.
  - 5) Appendix no. 5: Specific delivery differences in a given Country.
  - 6) Appendix no. 6: Wrong sized Parcels. Delivery of oversized Parcels in the Destination Country.
  - 7) Appendix no. 7: Forbidden items.
  - 8) Appendix no. 8: Liability. Complaints. Compensation.
  - 9) Appendix no. 9: Model Consumer withdrawal form pursuant to Article 27 of the Consumer Rights Act.
5. These T&C enter into force on 28 October 2024.

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**Appendix no. 1 to the Terms and Conditions:  
List of Operators and Local Companies.**

Poland	<p>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): 0000543759, NIP: 6793108059.</p> <p>Helpline numbers: +48 722-444-000 or 746-600-000 (both from landline and mobile phones, costs depend on provider), e-mail address: <a href="mailto:bok@inpost.pl">bok@inpost.pl</a></p>
France	<p><b>MONDIAL RELAY, SASU</b>, 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.</p> <p>Helpline numbers: + 33 9 69 32 23 32 (both from landline and mobile phones, costs depend on the provider), e-mail address: e-mail address: <a href="mailto:suividecolis@mondialrelay.fr">suividecolis@mondialrelay.fr</a></p>
Italy	<p><b>Locker Inpost Italia srl a socio unico</b> with its registered office in Milan Viale Cassala 30 – 20143 Milano, registered at Registro Imprese di Milano-Monza-Brianza-Lodi VAT No. 08568700960</p> <p>Helpline numbers: +39 0238582894 (both from landline and mobile phones, costs depend on the provider), e-mail address: <a href="mailto:servizioclienti@inpost24.it">servizioclienti@inpost24.it</a></p> <p>Customer service availability: Monday – Saturday, 8:00 - 20:00 CEST.</p>
Spain	<p><b>MONDIAL RELAY S.A.S.U.</b>, SUCURSAL EN ESPAÑA W-0015130H C/ CAMI DE LES OLIVERES,1 08800 VILANOVA I LA GELTRÚ, BARCELONA</p> <p>Helpline numbers: +34 900 900 137 (both from landline and mobile phones, costs depend on the provider), e-mail address: <a href="mailto:hola@inpost.es">hola@inpost.es</a></p> <p>Customer service availability: Monday – Friday, 8:30-20:00, Saturday, 9:00-13:00 CEST</p>
Portugal	<p><b>Mondial Relay Sucursal em Portugal</b></p>

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	<p>PT 980682835 Av. Coronel Edgar Pereira Costa Cardoso, 3 E. 2615-360 Alverca do Ribatejo, Portugal</p> <p><u>Helpline numbers:</u> +351 211245624 (both from landline and mobile phones, costs depend on the provider),</p> <p><u>e-mail address:</u> <a href="mailto:ola@inpost.pt">ola@inpost.pt</a> Customer service availability: Monday – Friday, 9:00-18:00.</p>
Belgium	<p>MONDIAL RELAY, a simplified joint-stock company with a capital of EUR 500,400, 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</p> <p>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.</p> <p><u>Helpline numbers:</u> + 32 23 40 06 10 (both from landline and mobile phones, costs depend on the provider)</p> <p><u>e-mail address:</u> <a href="mailto:suividecolis@mondial.fr">suividecolis@mondial.fr</a></p>
Luxembourg	<p>MONDIAL RELAY, a simplified joint-stock company with a capital of EUR 500,400, 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</p> <p>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.</p> <p><u>Helpline numbers:</u> + 32 23 40 06 10 (both from landline and mobile phones, costs depend on the provider), e-mail address:</p> <p><u>e-mail address:</u> <a href="mailto:suividecollis@mondialrelay.fr">suividecollis@mondialrelay.fr</a></p>
Netherlands	<p>MONDIAL RELAY, a simplified joint-stock company with a capital of EUR 500,400, 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</p> <p>whose Belgian 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</p> <p><u>Helpline numbers:</u> + 31 76 808 0465 (both from landline and mobile phones, costs depend on the provider),</p>

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	e-mail address: <a href="mailto:sales.nl@mondialrelay.nl">sales.nl@mondialrelay.nl</a>
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**Appendix no. 2 to the Terms and Conditions:  
Countries and delivery times. Local names and Websites.**

1. List of Countries and estimated time of delivery of Parcels between them (where the number is the number of Business Days counted from the Business Day of posting the Parcel):

		Country of Pick-Up
		Poland
Destination Country	Italy	D+5
	France*	D+3
	Spain	D+4
	Portugal	D+5
	Belgium*	D+3
	Luxembourg*	D+3
	Netherlands*	D+3

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

The day of posting the Parcel (from which the delivery time is calculated) is determined in accordance with § 7(13)-(15) of these T&C, as follows:

- if the Parcel is posted on a day that is not a Business Day - the day of posting is deemed to be the first Business Day following the day of posting the Parcel by the Sender at the Pick-Up Point. For example, if the Parcel is posted at the Delivery Point on a Sunday, Monday is the day from which the delivery time starts to count. Then, if the delivery time is, for example, D+5, Monday is considered as 'D' day (day '0');
- in the event that the Parcel is posted on a given Business Day before the so-called cut-off time in a given zone - this Business Day is considered to be the day of posting. For example, if the Parcel is posted at the Delivery Point on the Monday before the so-called cut-off time in a given zone, the day from which the delivery time begins to count is Monday. Then, if the delivery time is, for example, D+5, the 'D' day (day '0') is considered to be Monday in this case;
- if the Parcel is posted on a given Business Day after the so called cut-off time in a given zone - the day of posting will be the first Business Day following the day of posting of the Parcel by the Sender at the Pick-Up Point. For example, if the Parcel is posted at the Delivery Point on a Monday after the so-called 'cut-off time' in the respective zone, Tuesday is the day from which the delivery time begins to count. Then, if the delivery time is, for example, D+5, the "D" day (day "0") is considered to be the Tuesday on which pick-up takes place.

All of the above delivery time limits are estimated time limits only, which means that the Operator will use its best efforts to make delivery within these time limits. At the same time, the Operator undertakes to deliver the Parcels within the above indicated time limits, extended by no more than an additional 6 Business Days.

The delivery time does not include days on which there are Force Majeure events or strikes consisting of blockades of public roads by entities other than the Operator and its subcontractors, if the Force Majeure

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events or strikes affect the transport of the Parcels, in particular if they occur on the usual transport route of the Parcels.

## 2. Events of extended delivery times:

France	<p>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. As a result, no reimbursement of the charges for the Services will be possible.</p> <p>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.</p> <p>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) 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 <u>14 days</u>. After this last period, the Operator can freely dispose of the Parcel as it wishes.</p>
Italy	<p>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 nearest one from the initially indicated, communicating the new Delivery Point to Sender and to the Recipient.</p> <p>If there are no other Delivery Points within a radius of five (5) kilometres, the Parcel will be returned to the Sender.</p>
Spain	<p>+1 extra day for the Balearic Islands. If, for any reason, it is not possible to deliver to the Delivery Point indicated in the Service order, the Operator may redirect the Parcel to the nearest of the originally indicated points, informing the Recipient of the new Delivery Point.</p> <p>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.</p>
Portugal	<p>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.</p> <p>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.</p>
Belgium	Same as for France
Luxembourg	Same as for France

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Netherlands	Same as for France
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### 3. Local names:

#### a) Delivery Points:

		Parcel Locker	PUDO
Destination Country	France	Locker	Point Relais®
	Italy	Locker	InPost Point
	Spain	Locker	Punto Pack
	Portugal	Locker	Ponto Pack
	Belgium	Locker	Point Relais®
	Luxembourg	Locker	Point Relais®
	Netherlands	Locker/ Pakketautomaat	Afhaalpunt®

#### b) InPost Mobile App:

Country	Poland	InPost Mobile
	France	Mondial Relay, suivi de colis
	Italy	not available
	Spain	not available
	Portugal	not available
	Belgium	not available
	Luxembourg	not available
	Netherlands	not available

### 4. Website:

Country	Poland	<a href="https://inpost.pl/">https://inpost.pl/</a>
	France	<a href="https://www.mondialrelay.fr/">https://www.mondialrelay.fr/</a>
	Italy	<a href="https://inpost.it">https://inpost.it</a>
	Spain	<a href="https://www.inpost.es/">https://www.inpost.es/</a>
	Portugal	<a href="https://www.inpost.pt">https://www.inpost.pt</a>
	Belgium	<a href="https://www.mondialrelay.be/">https://www.mondialrelay.be/</a>
	Luxembourg	<a href="https://www.mondialrelay.be/">https://www.mondialrelay.be/</a>
	Netherlands	<a href="https://www.mondialrelay.nl/">https://www.mondialrelay.nl/</a>



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

1. 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 times	PUDO
<b>Destination</b>	France	5 days	5 days	8 days
	Italy	7 days	7 days	7 days
	Spain	8 days	8 days	8 days
	Portugal	8 days	8 days	8 days
	Belgium	5 days	5 days	8 days
	Luxembourg	5 days	5 days	8 days
	Netherlands	5 days	5 days	8 days

2. The rules (exceptions) for extending storage time in a given Destination Country

France	No exceptions / Extensions are not possible.
Italy	No exceptions / No extension except in exceptional circumstances by contacting Customer Services.
Spain	No exceptions / Extensions are not possible.
Portugal	No exceptions / Extensions are not possible.
Belgium	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:  
Authorization Data.**

Rules for Authorization Data in the given Country:

France	<p>The Sender will provide 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.</p> <p>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).</p> <p>The Operator offers the Sender different delivery methods according to the options available for each Destination Country.</p> <p>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.</p> <p>Delivery to the Delivery Point: 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 will be communicated to the Operator in order for the Services to be provided correctly.</p> <p>Electronic transmissions: The Sender undertakes to ensure the computer transmission of the following information: surname, first name, address, mobile phone, e-mail (later referred to as 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.</p>
Italy	<p>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.</p> <p>Collection: Parcel Locker - PIN number or QR code sent via SMS or e-mail.</p>

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	PUDO Point: PIN number or QR code sent via text message (SMS)/e-mail.
Spain	<p>Delivery to the Delivery Point: 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).</p> <p>If it is not possible to deliver the Parcel to the intended Delivery Point, the Operator may deliver the Parcel to the nearest available Delivery Point, of which it will inform the Recipient.</p> <p>Standard delivery:</p> <p>The Parcel is delivered to the Recipient upon presentation of an identity document or upon presentation of a PIN code and after scanning the signature on the terminal at the Delivery Point (Punto Pack / Locker). The signature on the electronic terminal and its reproduction constitute proof of delivery of the Parcel to the Recipient, and the Sender confirms that this signature has the same legal force as a handwritten signature.</p> <p>Parcels are delivered to a representative authorised by the Recipient upon presentation of an identity document of both the representative and the Recipient.</p> <p>Secure delivery:</p> <p>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 "PIN code", which the Recipient or his representative should enter at the Delivery Point terminal (Punto Pack / Locker). This option releases the Recipient from the obligation to present an identity document or the representative of the requirement to show his and the Recipient's identity document. The Sender confirms that entering an accurate PIN is a valid way to confirm the identity of the Recipient.</p> <p>On the other hand, if the Recipient is unable to enter the correct PIN code, the Delivery Point (Parcel Locker / Locker) will not be able to deliver the Parcel, even if the Recipient's identity document is shown.</p> <p>The signature of the Recipient or his representative on the terminal is mandatory.</p> <p>Punto Pack® delivery:</p> <p>Parcels will be delivered to the Recipient upon presentation of an identity document and digital signature at 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 should enter at the Punto Pack® terminal. This method releases the Recipient or his/her representative of the requirement to present an identity document. The Sender acknowledges that the entry of a valid PIN constitutes a confirmation of identity by the Recipient. Conversely, if the Recipient of the Parcel is unable to enter the correct PIN code, Punto Pack® will not be able to proceed with the delivery of the Parcel, even if the</p>

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	<p>Recipient presents an identity document. In any case, the signature of the Recipient or his representative on the terminal is mandatory.</p> <p>This signature, which has the same legal force as a handwritten signature, will serve as proof of receipt of the Parcel.</p> <p>Parcels may also be handed over to a representative of the Recipient, provided that such representative presents his own identity document and the Recipient's identity document.</p> <p>Parcels are available at the Punto Pack® within 3 to 7 calendar days, although this period can be as long as 8 calendar days, depending on the limitations of the point's hours of availability and the services selected.</p>
Portugal	Same as for Spain.
Belgium	Same as for France.
Luxembourg	Same as for France.
Netherlands	Same as for France.

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**Appendix No. 5 to the Terms and Conditions:  
Specific delivery differences in a given Country.**

Rules for delivery in a given Destination Country:

France	<p>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.</p> <p>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.</p>
Italy	Not applicable.
Spain	<p>Spain Delivery of international Parcels:</p> <p>International Parcels may be subject to customs and security checks. Within this framework, Parcels may be opened and the identity of the Sender verified, with the corresponding data recorded.</p> <p>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 such countries. This acceptance will be required by the Operator to provide the requested Service. The Sender undertakes to inform the Recipient of the possibility of providing the data in question.</p>
Portugal	Not applicable.
Belgium	Not applicable.
Luxembourg	Not applicable.
Netherlands	Not applicable.

**Appendix No. 6 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	<p>Wrong-sized Parcels:</p> <p>1) Where the Sender, within the size category of acceptable Parcels in accordance with the table indicated in these T&amp;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:</p> <ul style="list-style-type: none"><li>a) The Operator will charge the Sender an additional fee for the verification of the Parcel, whereas the amount of the charge is set out in the Price List; however, this fee will not apply to Senders who are Consumers,</li><li>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,</li><li>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.</li></ul> <p>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:</p> <ul style="list-style-type: none"><li>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 subparagraph 2 below ("Delivery of oversized Parcels").</li><li>b) Senders who are Consumers are excluded from the application of the above charges.</li><li>c) The Operator will take actions aiming to deliver such Parcels, on the terms described in subparagraph 2 below ("Delivery of oversized Parcels").</li><li>d) 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</li></ul>
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	<p>the above-mentioned fees – an additional fee in the amount specified in the Price List.</p>
France	<p>It is the Sender's responsibility to only present Parcels that correspond to the dimensions proposed and accepted by the Operator.</p> <p>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':</p> <ol style="list-style-type: none"> <li>1. Maximum dimensions: length or diagonal exceeding 80 cm,</li> <li>2. Minimum dimensions less than 15 x 10 cm, minimum thickness less than 1 cm and weight less than 100 grams,</li> <li>3. Parcels with unstable or irregular shapes (spheres, cylinders, rolls),</li> <li>4. Poorly or partially packed parcels,</li> <li>5. 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,</li> <li>6. Parcels whose label is not positioned on the largest side of the parcel,</li> <li>7. Parcels with an overhanging element,</li> <li>8. Parcels where the presentation of the label does not conform (reflectance), and</li> <li>9. In general, any Parcel requiring special sorting or manual handling.</li> </ol>
Italy	<p>Parcels which exceed the maximum size and weight referred to in these Terms and Conditions, or whose consignment note or Label does not comply with the provisions of these Terms and Conditions, will not be collected by the Operator or its subcontractors for delivery and, even if collected for delivery, will not be allowed to be placed at 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 contract.</p>
Spain	<p>There exists a wide tolerance to oversized Parcels in Spain, and no extra costs are charged for them. However, in some cases, the Parcel is returned to the Sender.</p> <ol style="list-style-type: none"> <li>1) If notification is given by a Depot, such notification shall be recorded in the FAST system via DDL to inform the Sender. A new Label is created and the Parcel sent back to the original PUDO Point.</li> </ol> <p>Overweight / oversized Parcels – a relevant fee is set out in the Price List and it is charged by real weight.</p> <p>If we cannot deliver to a Parcel Locker (oversized Parcel) - we try to deliver to the nearest PUDO.</p> <p>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.</p> <p>In the event of non-conformity of the Parcel delivered by the Sender (dimensions, packaging, weight, etc.), no reimbursement can be made by the</p>

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	<p>Operator for the Services of delivery to a Punto Pack / Locker and transport to the Depot.</p> <p>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 set out in the Price List as follows:</p> <ul style="list-style-type: none"> <li>- Maximum dimensions of more than 85 cm in length or diagonally,</li> <li>- 1.5 cm and weight of less than 200 g,</li> <li>- Unstable or irregular shaped packages (spheres, cylinders, rolls),</li> <li>- Packages with deficient or incomplete packaging,</li> <li>- 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,</li> <li>- Packages whose Label is in opposition to an unstable side of the package (e.g. on the smaller side),</li> <li>- Packages with anything overhanging the edges, and/or</li> <li>- Packages with a non-compliant (reflective) label.</li> </ul> <p>In general, any Parcel that requires a particular manner of sorting or manual treatment.</p>
Portugal	<p>The Sender undertakes to comply with the following admission requirements: 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.</p>
Belgium	Same as for France
Luxembourg	Same as for France
Netherlands	Same as for France





**Appendix No. 7 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:

<b>ALL COUNTRIES</b>	
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 – excludes bogeyman cartridges with a calibre of up to 6mm

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

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.

<b>IN ADDITION, EXCLUDED IN SPAIN, PORTUGAL, FRANCE, BELGIUM, LUXEMBOURG, NETHERLANDS</b>	
1)	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)	Jewellery,
8)	Precious Stones (gems),
9)	Precious metals,
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,

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19) Operator also does not deliver Parcels to: ships, fairs, exhibitions, hotels, campsites, mailboxes, transport agencies, construction sites or mobile places.

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## 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 odour,
- 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) 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 labour 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.

## 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 (jewellery, works of art, antiques, numismatic items, etc.),
- 5) Valuable items due to their market value, i.e. goods not more than EUR 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.

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**Appendix No. 8 to the Terms and Conditions:  
Liability. Complaints. Compensation.**

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

Poland	<p>I. In the case of non-performance or improper performance of the Services the right to submit the complaint is granted either to:</p> <ol style="list-style-type: none"><li>a. the Sender, or</li><li>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.</li></ol> <p>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.</p> <p>III. 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.</p> <p>IV. Compensation is due for non-performance or improper performance of the Services:</p> <ol style="list-style-type: none"><li>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,</li><li>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.</li></ol> <p>V. If the Additional Cover 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.</p> <p>VI. Additional data required for complaints:</p> <ol style="list-style-type: none"><li>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:<ol style="list-style-type: none"><li>a) an original of the document confirming shipping or a printout of the Parcel confirmation in an electronic form,</li></ol></li></ol>
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	<ul style="list-style-type: none"><li>b) a declaration of the waiver of claims - if the Sender transfers their rights to the Recipient,</li><li>c) 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),</li><li>d) the Recipient's declaration of confirmed loss or damage to the Parcel submitted to the Operator at the moment the Parcel is received, according to the provisions of point I above;</li><li>e) packaging of the damaged Parcel (if the Operator so requires);</li><li>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,</li><li>g) description of a circumstance confirming the Parcel or delivery of the item and indication of evidence confirming this fact, and/or</li><li>h) other documents required by the Operator during the complaint procedure necessary to explain and determine circumstances of the case.</li></ul> <ul style="list-style-type: none"><li>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.</li><li>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.</li><li>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.</li><li>5. 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.</li></ul> <p>VII. Complaints in the PUDO:</p> <ul style="list-style-type: none"><li>1. 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.</li></ul> <p>VIII. If the Parcel is collected in Poland (e.g. as a result of its return to the Sender), it is not possible to make a complaint via the Parcel Locker. The Operator allows to initiate a complaint procedure during the process of collecting the Parcel from the compartment 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 InPost Mobile App (in the case of users using the</p>
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InPost Mobile App and if the InPost Mobile App supports this). To this end, using the appropriate option in the Parcel Locker (or in the InPost Mobile App, in the case of users using the InPost Mobile App and if the InPost Mobile App 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.

IX. Answer to the complaint contains:

1. An answer to the complaint contains:
  - 1) 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. An 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.
3. An 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 Applicable Law (Polish Postal Act):
  - 1) in the court proceedings, or

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	<p>2) on the out-of-court resolution of consumer disputes before the President of the Electronic Communications Office (UKE).</p>
France	<p>I. A complaint can be submitted only by the Sender.</p> <p>II. In the event that a Parcel suffers obvious damage (i.e., damage caused to the items by the transport and visible at the time of delivery), complaints will be made on the Operator's ICT-system 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.</p> <p>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 ICT-system within one (1) month from the declaration of delivery by the Operator. The Sender must send its customer service contact a sworn/certified 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 considered by the Operator.</p> <p>IV. If a Parcel is found within thirty (30) days from the date of acknowledgement of the dispute, the Operator will inform the Sender that the Parcel has been returned and that the dispute has been cancelled. If this dispute has already been subject to compensation,</p> <p>V. The Sender will lodge a complaint regarding any Parcel deemed lost or damaged in the Operator's ICT system.</p> <p>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</p>
Italy	<p>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.</p> <p>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 based on the delivery times specified in Appendix no. 2 to these T&amp;C or within other deadlines provided for by the mandatory applicable legal provisions.</p> <p>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.</p> <p>IV. Every customer can open the complaint procedure, 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</p>



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	<p>purchases the Services or the person who benefits from the Services and will receive the reimbursement through the Sender.</p> <p>V. Before 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.</p> <p>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.</p> <p>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 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.</p> <p>VIII. Complaints must be submitted through the cross-border form of the 'Connect' interface for professional customers available on the Operator's Website.</p> <p>IX. Procedure described in § 13.4 and in §13.16 of the main part of these T&amp;C is not applicable.</p>
Spain	<p>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.</p> <p>II. The claimer can submit a claim through:</p> <ul style="list-style-type: none"> <li>• The Recipient: <ol style="list-style-type: none"> <li>1) sending an email to the following address: <a href="mailto:hola@inpost.es">hola@inpost.es</a>, or by filling out the web form or</li> <li>2) sending a traditional 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).</li> </ol> </li> </ul> <p>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.</p> <p>IV. In the event of damage:</p> <ul style="list-style-type: none"> <li>• The damage is evident: this must be noted on the delivery form (courier's PDA - Personal Digital Assistant); or</li> <li>• The damage is NOT evident: the deadline to submit the claim is 7 days from the delivery date.</li> </ul> <p>V. Unless otherwise provided by any convention and/or Applicable Law, the right to file a complaint will expire unless a legal action has been formally</p>

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	<p>initiated within one year. This period (limitation period) will be calculated starting from:</p> <ul style="list-style-type: none"> <li>• delivery to the Recipient, in case of partial loss, damage or delay.</li> <li>• 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.</li> </ul> <p>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.</p>
<p>Portugal</p>	<p>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 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 file 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.</p> <p>II. The claimer can submit a complaint through:</p> <ul style="list-style-type: none"> <li>• The Recipient: <ol style="list-style-type: none"> <li>1) sending an email to the following address: ola@inpost.pt or by filling out the web form or</li> <li>2) sending a traditional 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</li> </ol> </li> </ul> <p>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.</p> <p>IV. In the event of damage:</p> <ul style="list-style-type: none"> <li>• The damage is evident: this must be noted on the delivery form (courier's PDA - Personal Digital Assistant).</li> <li>• The damage is NOT evident: the deadline to submit the claim is 7 days from the delivery date.</li> </ul> <p>V. Unless otherwise laid down by any convention and/or 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:</p> <ul style="list-style-type: none"> <li>• delivery to the Recipient, in case of partial loss, damage or delay,</li> <li>• 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.</li> </ul> <p>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.</p> <p>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</p>

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	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.

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**Appendix No. 9:  
MODEL WITHDRAWAL FORM FOR CONSUMERS PURSUANT TO ART. 27 OF THE**

(this form must be completed and returned only if you wish to withdraw from the contract)

Addressee: InPost Sp. z o.o., ul. Pana Tadeusza 4, 30-727 Kraków

Helpline: 722-444-000 lub 746-600-000 (from landlines and mobile phones, charged at the telecom operator's rate)

I/We\* \_\_\_\_\_ hereby give notice of my/our\* withdrawal from the contract for international courier services.

Date of contract's conclusion: \_\_\_\_\_

Name of Consumer(s): \_\_\_\_\_

The address of the Consumer(s): \_\_\_\_\_

The Parcel's tracking number: \_\_\_\_\_

Signature of the Consumer(s) (only if the form is sent on paper) \_\_\_\_\_

Date: \_\_\_\_\_

\* delete as appropriate

**CONSUMER RIGHTS ACT**