

# TERMS AND CONDITIONS OF INPOST PACZKOMAT<sup>®</sup> 24/7 SERVICE PROVISION

In force as from 24 July 2025



## § 1. The terms we use in these T&Cs

1. These Terms and Conditions define the terms and conditions of providing the Services by InPost.
2. The Services we offer are not public services and they are provided on a commercial basis, in accordance with the provisions of the generally applicable law and these T&Cs.
3. The T&Cs are available on the Website, in Branches and in Parcel Points or POPs.
4. The terms applied the T&Cs shall mean as follows:
  - 1) **Price List:** the document which determines the prices for the Services offered to Business Customers and Retail Customers, the list of additional fees, and the maximum weight and dimensions of Parcels.
  - 2) **Working Day:** Monday to Friday (unless it is a statutory bank holiday in Poland).
  - 3) **Additional Cover:** our Additional Service, which is described in detail further on in these T&Cs.
  - 4) **Shipping Label or Label:** Parcel designation containing data necessary to provide the Primary Service, including the shipping code that enables the Parcel tracking from the moment it is dispatched to the moment it is received.
  - 5) **InPost:** we/us, i.e. InPost spółka z ograniczoną odpowiedzialnością. We are based in Krakow at 4 Pana Tadeusza Street, and our postal code is: 30-727. Here are our registration data: we are entered in the Register of Entrepreneurs kept by the District Court for Krakow - Śródmieście in Krakow, XI Business Division of the National Court Register, under entry number KRS : 0000543759, our TIN is: 6793108059, and our share capital amounts to PLN 116 278 450.00. You can contact us via our hotline at 722-444-000 or 746-600-000 (calls from landlines and mobile phones are charged as per your operator's price list) or via our e-mail address: bok@inpost.pl.
  - 6) **InPost Mobile:** a free app for smartphones and tablets (download here: <https://inpost.pl/aplikacja>).
  - 7) **InPost Fast Send:** a functionality that allows sending a Parcel as part of the Primary Service without the need to register an account in the Parcel Manager, on the principles specified in the T&Cs. We use it synonymously with Fast Send.
  - 8) **Business Customer:** we have concluded a Business Contract with them.
  - 9) **Retail Customer:** we provide Services to them solely on the basis of the T&Cs, without entering into a Business Contract. It could be e.g. a Consumer.
  - 10) **Consumer:** a physical person who orders Services from us for private purposes, i.e. not in direct connection with their business or professional activity. We treat a sole proprietorship the same way, even when a sole proprietor orders Services from us in connection with their business activity, provided that the content of the agreements concluded with us indicates that these agreements are not of a professional nature for the proprietor.
  - 11) **Courier:** the person who picks up or delivers Parcels. A Courier may be our employee or subcontractor.
  - 12) **Parcel Manager or PM:** an app that allows ordering the Services, tracking the Parcels and managing your account, available free of charge at: <https://manager.paczkomaty.pl>.

- 13) **Sender:** the person with whom InPost has concluded a contract for provision of the Services (Business Customer or Retail Customer).
  - 14) **Recipient:** the person entitled to collect a Parcel.
  - 15) **Branch:** a Branch is an InPost facility, a part of our logistics network. A Business Customer may dispatch or collect a Parcel there (if the Business Contract so provides). Some Branches are called "Dispatch Branches" from which Parcels are sent, or "Collection Branches" which deliver Parcels to the addressees.
  - 16) **Paczkomat® Parcel Locker:** a machine with compartments/boxes used for dropping off and picking up the Parcels. Our network includes the following types of machines:
    - a) available 24/7: most machines work around the clock (24 hours a day and 7 days a week).
    - b) with limited time access: some machines, e.g. in shopping centres, may be used within the opening hours of such facilities.
    - c) **App Parcel Lockers:** these Parcel Lockers can be operated via the InPost Mobile App or the QR code scanner.There may also be machines that can combine different functions, e.g. App Parcel Locker available 24/7. The up-to-date list of machines and their capabilities is available on the Website.
  - 17) **Pay by Link (PBL):** an online payment method used when collecting COD Parcels.
  - 18) **Cash on Delivery (COD):** this is an additional service allowing the Addressee to pay the Sender a specified amount when picking up the Parcel. The amount is then transferred to the Sender's bank account.
  - 19) **Postal Law:** the Act of 23 November 2012 - the Postal Law.
  - 20) **Parcel:** an item packed in accordance with the T&Cs and Packing Guide, which we accept and deliver in accordance with the rules described in the T&Cs.
  - 21) **Parcel Service Point (POP) or Paczkopunkt:** a place where you can drop off or pick up your Parcel.
  - 22) **Terms and Conditions:** these Terms and Conditions of the Paczkomat 24/7 Service.
  - 23) **Force majeure:** these are situations beyond our control that we could not have anticipated, such as:
    - a) violent natural phenomena: earthquakes, hurricanes, floods.
    - b) social unrest: riots, general strikes, military actions.
    - c) decisions of the authorities: import/export bans, border blockade, expropriation.
  - 24) **Website:** our website at <https://inpost.pl>, where you will find information about us, a description of our services, related documents, a search engine to find locations within our network, and communication channels.
  - 25) **Fast Send:** a functionality that allows ordering the Services from us without the need to register an account, via the <https://inpost.pl/SzybkieNadania/pl> website, and with the use of the InPost Mobile App. We use it synonymously with **InPost Fast Send**.
  - 26) **Business Contract:** a separate agreement concluded (in written, electronic or document form) between InPost and a Business Customer.
  - 27) **Services:** both Primary Service and Additional Service.
  - 28) **Additional Service:** a service that we always provide in connection with the Primary Service as long as it is ordered from us.
  - 29) **Primary Service:** our main service. It consists in accepting, sorting, transporting and delivering the Parcels.
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## § 2. Basic information about the services we provide

1. We provide Services:
  - 1) in our locations (Paczkomat Parcel Lockers, Parcel Service Points, Branches),
  - 2) on working days, but we can also provide the Services on Saturdays, Sundays and bank holidays,
  - 3) Parcel delivery time is counted in working days, i.e. excluding Saturdays, Sundays and bank holidays.

2. Users of our Services must use our forms and prints for the purposes of activities described in the Terms and Conditions. This does not apply to Consumer's rights and where the Business Contract provides otherwise.
3. Parcels must be properly and safely packed by the Sender, i.e. in a way that:
  - 1) does not allow opening the Parcel without damaging the packaging (e.g. tearing the adhesive tape, cutting the cardboard),
  - 2) protects the content of the Parcel from damage or loss,
  - 3) does not put other Parcels at risk of damage.Accordingly, the Sender must comply with the "Rules for Preparation and Packaging of Parcels". The current version of this document is available on the Website. We may amend this document from time to time in accordance with the rules described in it, and its amendment does not constitute a change to the Terms and Conditions.
4. Ordering the Services by Senders is possible only with the use of IT tools provided by us. These tools may be accompanied by their own rules and terms of use.
5. The Sender must provide all the data required by the said IT tools. This is necessary to ensure we can properly provide the Services, also in case of technical interruptions or in exceptional situations.
6. By providing all personal data through the Website, including in particular email address, mobile phone number, and postal code, the Sender agrees to sharing the data by us to ensure proper provision of the Services. The data are also shared when dispatching a Parcel, after the Sender's e-mail has been entered and the Service fee has been paid.
7. InPost may engage subcontractors to provide the Services, and will be responsible for their actions and omissions as for its own.
8. The Website provides tools to check information about our network, including the available Branches, Parcel Service Points and Paczkomat Parcel Lockers. This information includes e.g. operating hours, permitted dimensions of Parcels, and availability of certain Additional Services.
9. Documents related to the Services:
  - 1) Paczkomat Parcel Lockers, Parcel Service Points and Branches do not print any Service related documents for Senders or Addressees.
  - 2) Senders and Addressees can download electronic versions of specific documents related to the Services. This allows them to archive and print out these documents themselves.
  - 3) In case the Recipient expects specific, printed documents from InPost, the Sender should inform the Addressee that only electronic versions of documents are available.
10. We provide information on the Parcel status and the Services performed at the hotline numbers: 722-444-000 or 746-600-000 (charged at the rate of your telecommunications operator). For authorisation purposes, we may ask the caller to provide the following information: full name or company name (if applicable), telephone number or email address associated with the Parcel, Label number, shipping code or pick-up code.
11. Some Paczkomat Parcel Lockers or Parcel Service Points may handle different dimensions or weights of Parcels, and may not offer some Additional Services, or have different operating hours. Therefore, we recommend that before selecting a Paczkomat Parcel Locker or Parcel Service Points that the Sender or Addressee wishes to use, they should verify whether the selected Parcel Locker or Parcel Service Point meets their preferences. Description of features and functionalities of each of the Paczkomat Parcel Lockers or Parcel Service is available on the Website.
12. We provide our Services exclusively on the territory of the Republic of Poland. If we are required to cross the state border to provide the Service, we may refuse to accept the order. If we have already accepted the Parcel, we will return it to the Sender at their expense (as per the Price List), and will refund the fee charged for the unperformed Service.
13. Some of the Addressee's activities described in the Terms and Conditions may be carried out by the Addressee also with the use of the apps offered by our authorised business partners. In that case, we do not specify operation rules for those apps and are not responsible for them.

### § 3. How to pay for the Services?

1. The price for sending a Parcel is considered to have been paid as soon as the Sender has made a payment via Parcel Manager, InPost Mobile or Quick Send (as per the Price List). A Business Contract may specify different terms of payment. You cannot pay for the Services at a Paczkomat Parcel Locker or Parcel Service Point.
2. The service fee can be charged in two ways:
  - 1) in arrears: available to Business Customers,
  - 2) in advance: available to Retail Customers.
3. In the case of advance payments:
  - 1) the fee is charged:
    - 1) in the case of Quick Send and InPost Mobile: at the time of making payment for the Service.
    - 2) in the case of Parcel Manager: at the time of generating a Label.
  - 2) In the case of Parcel Manager, the account can be topped up only using the electronic payment system (bank transfer, payment card and other non-cash payment methods).
  - 3) The top-up amount may only be used for the Services, but the Sender may request a refund. In this case, we charge a commission of 1.9% of the requested refund amount (however, we do not charge this commission from Consumers).
  - 4) The refund of the top-up amount can be made only to the bank account indicated by the Sender.
  - 5) At the Sender's request, we issue a VAT invoice for the top-up amount. This option is available at the stage of ordering the Service. For:
    - 1) Quick Send and InPost Mobile: we will issue an invoice based on the data provided when submitting the request,
    - 2) Parcel Manager: we will issue the invoice based on PM profile data.
4. The available forms of payment for the Services, depending on the method of completing the transaction, are:
  - 1) payment cards: VISA, visa Electron, MasterCard, MasterCard Electronic, Maestro,
  - 2) other non-cash payment methods, for example BLIK.
5. If the Label validity expires, at the Sender's request we will refund (within 14 days from the date of receiving the request), to their PM account, the amount charged when generating such a Label.
6. In the case of payments in arrears:
  - 1) The fee is charged on the basis of a VAT invoice - in accordance with the Business Contract.
  - 2) The Sender may not make deposits to their PM account to pay for the Services.
  - 3) The invoice is accompanied by a list of the provided Services (§ 9 para. 3 of the T&Cs specifies the "Provided Service").
  - 4) If the time of providing the Services was extended (for example, due to the need to clarify the incorrect status of the Parcel), the Services will exceptionally be shown in the invoice for the next billing period.
  - 5) A list of any additional charges is not available in PM, but in the attachment to the invoice.
  - 6) A Business Customer is bound by the Price List valid on the day of dispatching a Parcel.
  - 7) Other billing rules are defined in the Business Contract.
7. The Price List determines the Prices of the Services we provide. The Price List is available on the Website.
8. Due to the fact that we offer different ways of dispatching a Parcel, we recommend that before ordering the Service from us the Sender determine whether the offered payment method is available for the chosen dispatch method and whether it suits the Sender.
9. If we charge the Sender any additional fees specified in the Terms and Conditions or the Price List, the amount of these fees will be charged from the available funds in the PM account. The charged fee amount will be shown in the list of transactions in the account, for three months from charging.

10. If the fee amount referred to above is higher than the available funds in the PM Account, we will show this in the list of transactions. In this case, the missing amount will be deducted from the funds paid as subsequent top-ups, and each such deduction will be shown in the list of transactions. In case the Sender does not top up the account or deletes the PM account, we will claim payment for the ordered Service on general principles.
  11. We do not apply individual price adjustments for any Services provided to Consumers, also, we do not use algorithms that track the Consumers' actions to find out about their preferences. Therefore, we do not make any automated decisions in this regard.
  12. We have the right to claim compensation from Business Customers for any delays in payment of our receivables resulting from the Business Contract and the T&Cs, in accordance with the provisions of the Act of 8 March 2013 on counteracting excessive delays in business transactions.
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## **§ 4. Rules for COD (Cash-on-delivery) Additional Service**

1. COD Parcels can be paid for on collection, with the use of the following payment methods:
  - 1) "Pay by Link" (PbL, which supports VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro, selected e-transfers and other non-cash payment methods),
  - 2) InPost Mobile, as well as
  - 3) in cash, or
  - 4) by non-cash payments (via payment terminals handling payment cards: VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro) in our Branch or at our authorised representative delivering the Parcel.
2. We guarantee to transfer the collected COD amount to the bank account indicated by the Sender (in Parcel Manager or in the Business Contract) within five working days from the date of the COD payment. The day of transferring the COD amount will be the day of debiting our bank account, however, in case the payee is a Consumer, then the day of transferring the COD amount will be the day of crediting the Consumer's bank account.
3. By ordering the COD Service, the Sender authorises us to accept the payment from the Recipient on their behalf and on their account. This means that:
  - 1) Accepting by us the COD amount from the Recipient is equivalent to making payment by the Recipient directly to the Sender.
  - 2) Releasing the Parcel by us confirms we accepted the COD amount and this releases the Recipient from the debt to the Sender, regardless of the place, time and form of payment.
  - 3) The authorisation cannot be revoked after shipping the Parcel and takes precedence over other arrangements.
  - 4) The Recipient may invoke the Sender's authorisation granted to us under these Terms and Conditions.
  - 5) We may further authorise any deliverymen acting on our behalf to perform the above mentioned activities (in that case we will be liable for their actions and omissions).
  - 6) We are also responsible for actions and omissions of payment service providers.
4. After we collect the COD amount from the Recipient, the Sender undertakes not to demand payment from the Recipient.
5. Sending a COD Parcel is permitted only if it is covered by a separate contract against a fee, concluded by and between the Sender and the Recipient, which relates to the item contained in the Parcel. The Sender must also inform the Recipient that we are authorised to accept payment for the Parcel. Otherwise, we may refuse to accept the Parcel or the order for the COD service. By sending a COD Parcel, the Sender confirms that this condition is met, and undertakes to provide us with the necessary information at our request. We have the right to inform the Recipient, as part of the COD Parcel delivery (accepting the payment), that collecting the COD amount by us is equivalent to making payment to the Sender, and the payment confirmation issued by us is equivalent to a confirmation issued by the Sender.
6. If the Sender is in arrears with payments due to us, we have the right to deduct any outstanding receivables from the amount collected from the Recipient. In the event of a deduction, we will inform the Sender about it.

7. The Sender will be liable to us if the Recipient of the COD Parcel paid the COD amount by card and then requested a refund of the amount thus paid under the chargeback procedure. In that case, the Sender will cover all fees and expenses that we incurred in connection with cancellation of the transaction by the payment card issuer. Cancellation of the transaction occurs when the issuer of the payment card, under the chargeback procedure, acknowledges the Recipient's complaint.
8. If we have reasonable suspicions about the possibility of infringements related to the delivery of the COD Parcel, we have the right to take action to secure the delivery process. This may include a change in the form of the Parcel delivery, while complying with the applicable law.

## § 5. What are the conditions regarding Parcels, their packaging and content?

1. Parcels must meet the T&Cs requirements, including the following dimensions and weights:

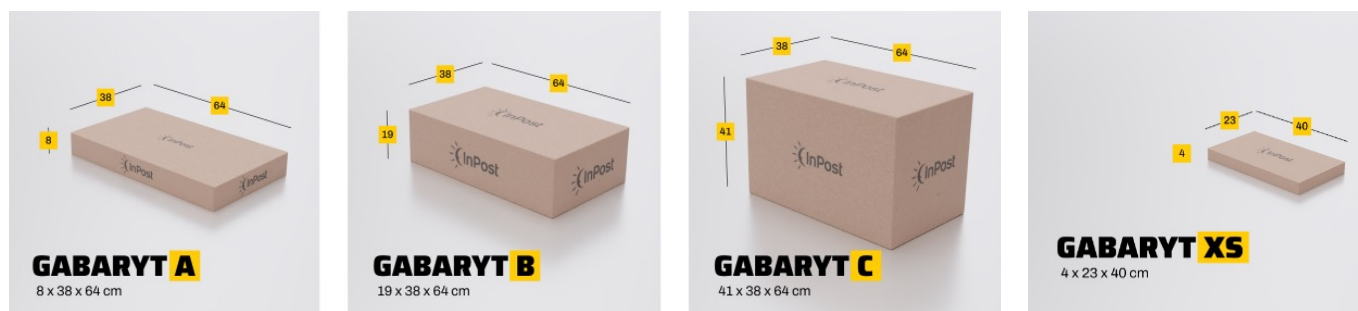
Parcel size:	Minimum height of the Parcel including packaging (mm)	Maximum dimensions of the Parcel - height x width x length (mm)	Maximum weight of the Parcel (kg)
Small Parcel (Size "A")	1	80 x 380 x 640	25
Medium Parcel (Size "B")	81	190 x 380 x 640	25
Large Parcel (Size "C")	191	410 x 380 x 640	25

In addition to that, a Retail Customer, as part of the Quick Send service ordered in the InPost Mobile App, can send a Mini Parcel ("XS") with the following dimensions and weight:

Parcel size:	Minimum height of the Parcel including packaging (mm)	Maximum dimensions of the Parcel - height x width x length (mm)	Maximum weight of the Parcel (kg)
Mini Parcel (Size "XS")	1	40 x 230 x 400	3

However, we recommend that a Sender wishing to dispatch a Mini Parcel should take into account the minimum size of the Label, which is 100 x 150 mm. This will make it possible to correctly fix the Label to the Parcel, and thus meet the requirements of the T&Cs and InPost Rules for Preparation and Packaging of Parcels.

The illustrations below show the maximum dimensions of Parcels (images used are for illustrative purposes only):





In the case of a Mini, Small and Medium Parcel, the Parcel height is its shortest side. In the case of a Large Parcel, the Parcel height is the medium length side, i.e. the side which is neither the shortest nor the longest.

Round the dimensions to a full number up if the decimal value is equal to or more than five tenths (e.g. 19.59 = 20.00), or down if the decimal value is less than five tenths (e.g. 19.40 = 19.00).

2. Should the Sender bring a Parcel with different dimensions than those declared in Parcel Manager or InPost Quick Send (including InPost Mobile), the following rules will apply:
  - 1) **Additional fee:** we will charge the Sender an additional fee for verifying the parcel and changing the size. The amount of this fee is specified in the Price List. We do not charge this fee to Consumers.
  - 2) **Parcels with larger dimensions:** if the Parcel shows larger dimensions than declared by the Sender, we will verify and determine the actual dimensions of the Parcel. In this case, we will charge a Service fee according to the actual dimensions (e.g. if the Sender declared Parcel Size "A" and the actual Parcel Size was "C", we will apply the price for the Parcel Size "C").
  - 3) **Parcels with smaller dimensions:** if the Parcel shows smaller dimensions than declared by the Sender, we will verify and determine the actual dimensions of the Parcel. In such a case, we will charge a Service fee according to the actual dimensions (e.g. if the Sender declared Parcel Size "C" and the actual Parcel Size was "A", we will apply the price for Size "A"). If this fee is less than the originally declared Parcel Size fee, we will refund the difference.
  - 4) **How we refund the difference in price:**
    - a) If the Service was paid in advance:
      - i. in the case of Quick Send: we will refund the difference as described in the section of the Terms and Conditions entirely dedicated to Quick Send,
      - ii. in the case of PM: we will refund the difference to the balance in PM account,
    - b) If the Service fee was paid in arrears, we will account for the difference in the VAT invoice.
3. **Oversized Parcels:** In the event the Sender drops off an Oversized Parcel, i.e. a Parcel that exceeds the dimensions or weight stipulated for a Large Parcel (i.e. Parcel Size "C"), the following rules apply:
  - 1) **Additional fees:** we will charge the Sender (as per the rates specified in the Price List):
    - a) an additional fee for verifying the dimensions and weight of the Parcel,
    - b) an additional fee for handling the Parcel as "Oversized".
    - c) if the Parcel exceeds the dimensions of 500 x 500 x 800 mm, or the weight of 30 kilograms, we will also charge an additional fee for delivery of such a Parcel.
  - 2) We do not charge the above fees to Consumers.
  - 3) **Handling Oversized Parcels:** Oversized Parcels are handled on the principles described in the applicable section of the T&Cs.
4. It is not permitted to place in any Parcels any items prohibited by the applicable law, and also:
  - 1) crime-related items or proceeds of crime,
  - 2) money, securities and other documents used for payment purposes,
  - 3) valuable items (jewellery, works of art, antiques, numismatics, etc.),
  - 4) weapons, for the purchase and possession of which a permit, registration or registration card is required, in accordance with applicable regulations, including the Act on weapons and ammunition of 21 May 1999,
  - 5) ammunition (as referred to in the above Act), excluding blank ammunition with a calibre of up to 6 mm,
  - 6) substances with explosive, flammable, oxidising, irritating, corrosive, sensitising, carcinogenic, mutagenic properties and showing reproductive toxicity,
  - 7) other things that may pose a threat to the health of the persons coming in contact with them or may damage other Parcels,

- 8) drugs, psychotropic substances and new psychoactive substances (so-called „designer drugs”),
  - 9) cannabis and cannabis products, except for hemp (*Cannabis sativa* L.) and derivative products, if the THC level is below 0.30%,
  - 10) perishable articles,
  - 11) products requiring special transport conditions,
  - 12) dead or live animals and plants,
  - 13) human corpses, human or animal organs and human or animal secretions or tissues,
  - 14) tobacco products, including tobacco and cigarettes, e-cigarettes and parts thereof.
5. In addition to the above, below we present other rules regarding the contents of Parcels and their packaging:
- 1) **Impermissible content:** the Parcel may not contain any items which, though not listed in the description above, in our opinion cannot be safely or lawfully handled – provided that that we inform the Sender of this before accepting the Parcel.
  - 2) **The Sender's obligations:** Detailed information on impermissible content of Parcels is available in the document InPost Rules for Preparation and Packaging of Parcels. The current version of this document is available on the Website.
  - 3) **Hazards and notifications:** In the event of a reasonable suspicion that a Parcel contains crime-related items or its content poses a threat to humans or the environment, we will immediately notify the competent authorities, retain and secure the Parcel until such authorities have inspected it.
  - 4) **Refusal to deliver:** In other cases, we have the right to refuse delivery of a Parcel that contains impermissible content, and to return it to the Sender in accordance with the rules set out in the T&Cs, against payment in accordance with the Price List.
  - 5) **Impact of weather conditions:** the temperature inside Paczkomat Parcel Lockers is close to the ambient temperature. During periods of intense sunlight or hot weather, the temperature inside the boxes may be higher than the ambient temperature. However, in case of frost or low ambient temperature, the thermal conditions inside the boxes in Paczkomat Parcel Lockers may be similar as outside. Therefore, the Sender bears full responsibility for placing in a Parcel any goods that are sensitive to temperature changes and are not resistant to extreme weather conditions, such as high or low temperatures, atmospheric pressure or a certain humidity level.
6. The Sender is responsible for the Parcel packaging and must therefore ensure that it is appropriate for its content. Therefore, the Sender must ensure that the packaging:
- 1) is suitable for the properties of the given items,
  - 2) meets the weather conditions,
  - 3) reflects the fact that the Parcel will be handled by us together with other Parcels.
7. We only accept Parcels of standard shape, such as:
- 1) cube,
  - 2) cuboid,
  - 3) poly mailer.
8. Impermissible Parcels:
- 1) of non-standard and irregular shape,
  - 2) with protruding parts,
  - 3) wrapped in material that prevents free movement of the Parcel along the sorting line.
9. We may conditionally accept a Parcel of non-standard and irregular shape, provided that it falls within the limits of the maximum dimensions and weight. However, if we accept such a Parcel, we have the right to charge an additional surcharge (specified in the Price List).



10. The Sender is also responsible for correct placement of the Label on the Parcel. The Label must be fixed to the Parcel in such a way that it does not fall off or accidentally break off.
  11. Detailed obligations of the Sender and rules for securing the contents of Parcels and their packaging can be found in the document InPost Rules for Preparation and Packaging of Parcels. The current version of this document is available on the Website.
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## § 6. What are our rights?

1. We do not conclude a contract for the Service provision or we may withdraw from such a contract if:
  - 1) the Sender does not meet the requirements for the Service provision, specified in the Postal Law and in the T&Cs,
  - 2) the content or packaging of the Parcel poses a risk of loss to us or third parties,
  - 3) the Parcel packaging or the visible part of its content shows inscriptions, images, drawings or other graphic symbols that violate the law,
  - 4) the Service is to be performed in whole or in part in an area that is not included in the register of postal operators kept by the President of the Office of Electronic Communications (unless we have concluded a cooperation agreement that allows for providing the service outside that area),
  - 5) accepting or transporting the Parcel is prohibited by separate regulations.
2. We can also:
  - 1) refuse to conclude a contract for provision of the Services or withdraw from it if the Parcel does not meet the conditions specified by us, e.g. if the Parcel contains items that are impermissible under the Terms and Conditions or if it is packed in such a way that it can be opened without interfering with its packaging, or the method of packing may cause loss of the contents or damage to the Parcel or other Parcels during transport. We will evaluate that based on the external appearance of the Parcel.
  - 2) refuse to conclude a contract for provision of the Services or withdraw from it or suspend performance of the Service (including acceptance of the Parcel) when:
    - a) it would be carried out in whole or in part in an area that is not covered by Paczkomat Parcel Lockers or would require crossing the Polish border.
    - b) during pick-up of the Parcel by the courier, the Sender violates the rules of social coexistence in a way that prevents the courier from performing their duties in a safe manner.
    - c) the Sender is in arrears in payments for the Services we provided.
    - d) the Parcel contains items prohibited by the T&Cs.
  - 3) terminate the contract immediately, without notice, if the Business Customer, without prior written consent of the Operator, resells the Services to third parties so that they can send their parcels (plays the role of so-called "courier broker").
3. In case of the above-mentioned refusal or termination, we will return the Parcel to the Sender at their expense specified in the Price List, and will refund the fee for the unperformed Service.
4. Accepting a Parcel by us does not mean that its content complies with the T&Cs. If we have reasonable suspicions that the Parcel violates the Terms and Conditions, we may check its contents in accordance with the applicable law. After verification:
  - 1) we decide whether to continue handling the Parcel or to take measures described in sections 1 and 2 above,
  - 2) if we withdraw from the contract, the charged service fee will be used to cover the cost of returning the Parcel.
  - 3) in exceptional cases where the Parcel content is hazardous, we have the right to destroy the content in accordance with the applicable law.
  - 4) the content of the Parcel is checked in the presence of the Sender or persons invited by us, in accordance with the Postal Law. After checking, the Parcel will be marked with a special label.

5. Where the content or defective packaging of the Parcel has caused:
  - 1) the need to secure our property, e.g. by using specialised means to eliminate the Parcel content or by calling the appropriate emergency services,
  - 2) damage to health of our employee or interruption of work in order to provide the employee with medical assistance,
  - 3) the need to evacuate our employees or the need to withdraw from operation any vehicles carrying the Parcel,
  - 4) damage to a Parcel of another Sender in the process of handling by us,

- we may impose on the Sender (if the Sender is not a Consumer) a contractual penalty (specified in the Price List), for the first Parcel that caused such an event, and a contractual penalty (specified in the Price List) for each subsequent Parcel that will cause the above event within a year. In addition to that, the Sender is required to cover all costs related to the securing and liquidation of the Parcel, specified by us. These contractual penalties do not exclude our right to claim damages that exceed the amount of the stipulated contractual penalty.
6. Notwithstanding the foregoing, each Sender is required to cover the damage caused to us as a result of improper packaging of the Parcel or its impermissible contents, especially if they caused any of the situations described above. In this case, the Sender is liable for these damages on general principles.
7. If we find out that the Parcel packaging is damaged in a way that may cause even more damage (and, for example, cause deficiencies in the Parcel contents):
  - 1) we have the right to secure such a Parcel against further damage, so that we can continue handling it without any hindrances. In this case, we will make a report.
  - 2) however, if the damage to the Parcel packaging is so severe that it prevents us from continuing the Service provision, we will contact the Sender (via email) and notify them of the damage and the security measures taken. The message will also include a request for further instructions from the Sender regarding the Parcel. If the Sender does not provide instructions within three (3) working days from the date of serving the message to them, we will return the Parcel to the Sender in accordance with the Terms and Conditions.

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## **§ 7. Can we establish a lien on a Parcel?**

1. The law grants us the right to establish a lien on Parcels to secure our claims resulting from contracts for the Services provision and other legitimate claims, such as customs duties or additional costs related to the service, caused by the fault of the Sender or the Recipient.
2. We do not execute the right of lien when the Recipient of the Parcel is a public authority.
3. If our claims secured by the postal lien have not been met, we will notify the Sender or the Recipient in writing of the intention to sell the Parcel contents, and after 14 days from this notification, we will open the Parcel under supervision of a committee, and proceed to sell its contents. We do not send a notification if it is found that the Parcel contains live animals, or dangerous or perishable items.
4. The amount obtained from sale of the Parcel contents will be transferred to the Sender at the Sender's expense, after deduction of our claims which were secured by the postal lien.
5. If the above amount, even after deduction, does not cover the claims, we can pursue them from the Sender.
6. Where it is not possible to sell the Parcel contents, the provisions of the Postal Law shall apply to the unsold Parcel contents.

## § 8. How to order the Service and send a Parcel?

1. Parcels may be dispatched only via:
  - 1) Paczkomat® Parcel Lockers,
  - 2) Parcel Service Points which allow sending Parcels,
  - 3) Dispatch Branches, if the Business Contract clearly provides so,
  - 4) Courier pick-ups, if the Sender meets the conditions for that, as specified in PM, or if the Business Contract clearly provides so.
2. The up-to-date list of places where Parcels can be dispatched, including their opening hours and detailed information (including descriptions of Additional Services that can be provided at those locations), is available on the Website.
3. The Sender must provide correct and complete data in the Service ordering tools, whenever required. The data are indispensable for us to provide the Services. Unless the Business Contract states otherwise, the data include:
  - 1) Sender's mobile phone number and e-mail address,,
  - 2) Recipient's mobile phone number,
  - 3) specification of the Parcel size,
  - 4) information related to any Additional Services selected by the Sender (e.g. the COD amount),
  - 5) the way of dispatching the Parcel so that it takes into account the Parcel dimensions and the Sender's needs, such as:
    - a) the possibility of using the Additional Services (both during dispatch and pick-up of the Parcel), and
    - b) operating hours and availability of the place of the Parcel dispatch.

The above information is provided on the Website before ordering the Paczkomaty 24/7 service from the Operator.
4. If the Sender does not provide us with the above data and information, we may not be able to provide the Service.
5. The Sender must properly prepare the Parcel, which includes:
  - 1) applying packaging that is appropriate for the Parcel contents,
  - 2) secure sealing of the packaging,
  - 3) generating, printing and secure fixing of the Label to the packaging (except where a shipping code can be used), because the Label is necessary for us to handle the Parcel correctly. In addition to that, a separate Label must be prepared for each Parcel and one Label may only be used for one Parcel.
6. Parcels prepared incorrectly, without a Label or with an illegible Label will not be accepted (this does not apply to Parcels that can be sent using a code). Improperly prepared Parcels will be returned to the Dispatch Branch (in the area where the Parcel was dispatched).
7. How to dispatch a Parcel in a Paczkomat Parcel Locker:
  - 1) The Sender should follow the instructions displayed on the Parcel Locker screen or InPost Mobile App (in the case of using this app to send a Parcel).
  - 2) In the case of App Parcel Lockers, Parcels may only be sent via the InPost Mobile App or using a barcode scanner mounted in the Parcel Locker.
  - 3) The Sender can put only one Parcel per box of the Paczkomat Parcel Locker, and can do it only once.
  - 4) In some cases, we may re-put the Parcel in the Box, for example in the event of a failure of the Paczkomat Parcel Locker or damage to the Box.

8. The Sender:
- 1) declares to us that they are aware which kind of content is prohibited by law and the Terms and Conditions and may not be placed in a Parcel,
  - 2) will not place such content in a Parcel or use our Services to transport it;
  - 3) must provide us with their data and the Recipient's data, which to the best of their knowledge are correct
  - 4) is aware that providing any false and misleading information about the Parcel content and about their as well as the Recipient's data, or handing over to us a Parcel containing items prohibited by law or the Terms and Conditions, may result in their liability.
9. We provide, free of charge, tools for preparing a Parcel. Before you start using them, we invite you to familiarise yourself with them.
10. Choosing the option of dispatching a Parcel via Paczkomat allows you to send the Parcel also at Parcel Service Points.
11. Validity period of the Label and the shipping code:
- 1) A Label or a shipping code generated in PM and InPost Quick Send is valid for 30 days, starting from the moment of making payment for the Service.
  - 2) After that period expires, it is no longer possible to send a Parcel with this Label or shipping code.
  - 3) In justified cases, we may extend the validity of the Label or the shipping code if the Sender – before the expiry date – contacts our helpline at the following number: 722-444-000 or 746-600-000. The helpline number may be reached from both landlines and mobile phones, and the call fee is charged at the rate of the telecommunications operator.
12. If the Parcel is sent at a Branch or picked up by a Courier, the Sender provides us with two completed copies of the Parcel shipment confirmation, printed beforehand by them using the software made available by us. We verify these confirmations, which, after signing, constitute a proof of shipping the Parcel. One copy of the confirmation is for us, and the other one remains with the Sender.
13. In case of sending a Parcel at a Parcel Service Point, the Parcel Service Point will issue its own confirmation of shipping the Parcel.
14. Ordering the Service via PM is possible after registration in that tool and providing all the address data and topping up the account with funds to be able to pay for the Service in advance (this does not apply to a Sender who has entered into a Business Contract, because they can pay for the ordered Services in arrears). To order the COD Service, the Sender is also required to provide the bank account number to which the funds collected by us as part of this service will be transferred.
15. To send a Parcel, the Sender must provide the Recipient's 9-digit mobile phone number. As a result, the Recipient will receive information about sending the Parcel and the place of its collection. Providing the Sender's and the Recipient's telephone numbers and the Sender's or the Recipient's e-mail addresses is crucial for the Service provision. The data will be used for communication with the Sender or the Recipient in the process of the Service provision, also to inform the Recipient about the possibility of collecting the Parcel. The Sender also has the possibility of providing us with the Recipient's address data and e-mail address.
16. The day of sending the Parcel via Paczkomat Parcel Locker, Parcel Service Point or Dispatch Branch is the Working Day on which the Sender dropped off or handed over the Parcel to us in the said places. If that day is not a Working Day, the day of sending will be the next Working Day, which immediately follows the day on which the Parcel was dropped off or handed over to us. This is based on a condition that the Parcel was dropped off in the Paczkomat Parcel Locker or handed over at a Parcel Service Point or Branch on a given day before the so-called cut-off time, in accordance with the table below:

Zone "A"	until 16:00 hrs
Zone "B"	until 15:00 hrs
Zone "C"	until 14:00 hrs
Zone "D"	until 13:00 hrs

17. This zoning depends on the location of the place of sending the Parcel (e.g. Paczkomat Parcel Locker), and the postal code. The Sender can check the Website to find the zone in which they plan to drop off or hand over the Parcel. We may change the assignment of postal codes to zones, of which we will notify at least ten days in advance (such a change does not constitute a change to the Terms and Conditions). Therefore, we recommend that the Sender planning to send a Parcel should make sure in which zone the given Paczkomat Parcel Locker, Parcel Service Point or Dispatch Branch is located.
18. Parcels sent on a given Working Day may not be forwarded for further handling on that day if the Parcel was handed over/ dropped off after the cut-off time indicated above for the given zone. Parcels sent after the cut-off time that were not forwarded by us for further handling on that day will be treated as having been sent on the next Working Day.
19. Sending Parcels via Parcel Service Points or Dispatch Branches follows the same principles as in the case of Paczkomat Parcel Lockers, however, these facilities may handle a different range of Parcel dimensions and weights as well as of Additional Services (these ranges are specified in the list of locations, available on the Website). The provisions of applicable Business Contracts also apply to Dispatch Branches. Sending a Parcel at a Dispatch Branch or Parcel Service Point is possible only during their working hours.
20. The Sender can use the option of sending a Parcel via a courier (also referred to as „Parcel pick-up by a Courier” or „Courier pick-up”). We provide this service on the terms set out below:
  - 1) For us to commence this service, it is necessary for the Sender to order it via PM on a Working Day before the cut-off time (specified for the zone in which the Parcel is handed over, in accordance with the table above).
  - 2) This cut-off time is also the deadline for placing orders in PM by the Sender to have the Parcel picked up by a courier. If the order is placed after the cut-off time, the Parcel will be picked up on the next Working Day.
  - 3) The day of sending the Parcel picked up by the courier is the day on which the courier picked up the Parcel from the Sender. The courier will attempt to pick up the Parcel:
    - a) on the Working Day on which the Sender placed the order to pick up the Parcel before the cut-off time, or
    - b) on the Working Day following the Working Day on which the Sender placed the order to pick up the Parcel, if the order was placed after the cut-off time, or
    - c) on the Working Day following the non-working day on which the Sender placed the order to pick up the Parcel,
  - 4) The zoning depends on the place of the Parcel pick-up by the courier and the postal code assigned to this place. The zone of a given pick-up location may be found by the Sender on the Website. We may change the assignment of postal codes to the zones, of which we will notify at least ten days in advance (such a change does not constitute a change to the Terms and Conditions),
  - 5) Orders for courier pick-ups may be placed by the Sender only on Working Days. Courier pick-ups will take place on Working Days, but we have the right to do that also on other days, after prior arrangements made with the Sender. Other rules may apply to Additional Services (e.g. “Parcel on Weekend” services),
  - 6) The cut-off times specified in the table above do not apply to fixed courier pick-ups, which we have agreed with a Business Customer by means of a separate agreement (i.e. they do not apply to the single courier pick-up described here),
  - 7) If we were unable to pick up any Parcels on a given day due to force majeure or reasons attributable to the Sender (e.g. when the Sender violates the Terms and Conditions or the law), the Parcels will be picked up on the next Working Day after the above reasons have ceased. In this case, that day will be the day of sending the Parcel. If on that following day it is still not possible to pick up the Parcel for the above reasons, the courier pick-up order will be cancelled, and another courier pick-up will only be possible upon placement of another order by the Sender.
  - 8) Accepted Parcels must meet the conditions specified for Parcels in the Terms and Conditions,
  - 9) The price for a courier pick-up is set out in the Price List or Business Contract.
21. The price for a courier pick-up is included in the price of the Primary Service, if the Sender orders five or more Parcels at a time. At the same time, Parcels sent on the basis of the Terms and Conditions are combined with courier shipments and elements of cargo shipments sent in accordance with the current “Terms and Conditions of Postal Services and Transport Services”.

22. The condition for the courier pick-up is to create an order for this service. The courier is unable to create orders for this service for the Sender.
  23. If the Sender hands over a smaller quantity of Parcels to the Courier than indicated in the Service order, we have the right to charge a fee for this service that reflects the number of Parcels originally ordered. We may also verify this fee and the basis for its calculation if there are any discrepancies.
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## § 9. When can Parcels be picked up?

1. Once a Parcel is correctly dispatched, we undertake to the Sender to provide the Services. The Parcel will be handled between the place of drop-off (e.g. Paczkomat Parcel Locker from which the Parcel was sent) and the place of delivery (e.g. the target Paczkomat Parcel Locker).
2. After placing the Parcel in the Paczkomat Parcel Locker or Parcel Service Point, the Recipient receives an SMS, e-mail or message in InPost Mobile App (if they use this App) about the possibility of collecting the Parcel within:
  - 1) 48 hours (if the Parcel is waiting in the Paczkomat Parcel Locker) or
  - 2) 72 hours (if the Parcel is waiting at a Parcel Service Point or in the Paczkomat Parcel Locker available in limited hours).This message indicates the pick-up location and the pick-up code for the Parcel.
3. If the Parcel is not collected within:
  - 1) 36 hours from receiving the above message (for Paczkomat Parcel Locker or Parcel Service Point), or
  - 2) 48 hours (for Paczkomat Parcel Locker available in limited hours),the Recipient receives another SMS, e-mail or a message in InPost Mobile (if they use this app), reminding about the possibility of collecting the Parcel within the remaining:
  - 3) 12 hours (for Paczkomat Parcel Locker),
  - 4) 24 hours (for Paczkomat Parcel Locker available during limited hours) or
  - 5) 36 hours (for Parcel Service Point).If the Parcel is not collected within the above deadlines, we will treat it as uncollected and return it to the Sender.
4. If the Parcel destination is a Parcel Service Point or Paczkomat Parcel Locker available during limited hours and on the date of the original pick-up date these facilities were closed, we will extend the original pick-up date by 24 hours for each such day. The above-mentioned notification rules (including the collection period expiry) will apply to such extended period. We notify of the collection deadline extension via SMS, e-mail or a message in InPost Mobile (if the Recipient uses this app),
5. The Recipient receives detailed information regarding the Parcel collection - via SMS, e-mail or a message in InPost Mobile (if the Recipient uses this app). All notifications about the possibility of collecting the Parcel are provided by us only in the manner described above.
6. We provide the Recipient with a possibility of extending (for a charge) the original collection period of a Parcel placed in a Paczkomat Parcel Locker by additional 24 hours, according to the following rules:
  - 1) extension of the Parcel collection date can be ordered in the InPost Mobile App,
  - 2) extension may be ordered not earlier than 12 hours before the end of the deadline for collecting the Parcel (or 24 hours if the Parcel is waiting at a Parcel Service Point or in a Paczkomat Parcel Locker available in limited hours), but not later than before the expiry of this deadline (also when the deadline was previously extended on the terms described here),
  - 3) the deadline for collecting the Parcel is extended by additional 24 hours, counted from the expiry of the original deadline for Parcel collection (or the deadline extended according to the rules described here),



- 4) the Recipient may extend the Parcel collection deadline multiple times (for each such order). However, it should be noted that at the time of opening the Box, the extended collection period ends – without the possibility of further extension, also in relation to other Parcels located in this Box,
  - 5) the service of extending the Parcel collection deadline applies only to the collection deadlines pertaining to the Parcel original destination (i.e. 48 or 72 hours, as indicated at the beginning of the Article). Thus, this service does not apply to other collection deadlines, for example “storage” of the Parcel in the manner described in the next Article,
  - 6) the fee for extending the collection period – one-off for each 24 hours – is PLN 6.50 net (PLN 7.99 incl. VAT) and is fixed, regardless of the Parcel size and the number of Parcels in the Box,
  - 7) it is possible to pay for the service only via InPost Mobile, using the payment methods available in this app,
  - 8) the Recipient will receive a confirmation of the collection deadline extension by e-mail or via InPost Mobile. The extended, total time for picking up the Parcel will be visible in the “Parcel Details” tab in InPost Mobile.
  - 9) If the Recipient uses the extension of the collection deadline, we will notify the Recipient via InPost Mobile 12 hours before the extended collection deadline expires. The notification will remind about the need to collect the Parcel from the Paczkomat Parcel Locker, regardless of the type and location of the Parcel Locker. In this case, we do not send a reminder message referred to at the beginning of this Article,
  - 10) The extended collection period is not covered by the rule described above, according to which we extend this period by additional 24 hours if the collection facility is closed on the original date for the Parcel collection. This means that if the Recipient extends the collection deadline and it falls on the day when access to the Parcel Service Point or Paczkomat Parcel Locker is not possible, we will not add additional 24 hours to make up for such a day.
7. If the Recipient has not used the service of extending the Parcel collection deadline, after the deadline expiry we will notify the Recipient via SMS, e-mail or InPost Mobile (if the Recipient uses this app) about returning the Parcel to the Sender. The rules for returning Parcels are described further on in these Terms and Conditions,
  8. Verification of the Recipient at the Branch and Parcel Service Point takes place on the basis of the Parcel number, telephone number and the pick-up code sent by us. At the time of delivery, we determine which of the above data will be used for verification.
  9. The Website allows the Recipient to track the delivery status. Tracking is possible from the moment of registration of the Parcel in our systems, until it is collected by the Recipient or returned to the Sender.
  10. We reserve the right to temporarily suspend the „Pass Thru” service, in which the Sender dispatches the Parcel via the Parcel Manager, places the Parcel in Paczkomat Parcel Locker and the Recipient collects it from the same locker
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## **§ 10. What are the conditions of Parcel delivery?**

1. We declare we will deliver Parcels to the Paczkomat Parcel Locker, Parcel Service Point or directly to the Recipient within 2 Working Days, counting from the day following the day of sending the Parcel (this is the expected delivery date). However, the guaranteed delivery time is not more than 5 working days, counting from the day following the day of sending the Parcel. When determining these delivery dates, account must also be taken of:
  - 1) the cut-off times described above,
  - 2) extension of the Parcel delivery date if it is “stored”, which is described further on in these Terms and Conditions.
2. Non-working days and Saturdays are not included in the above declared and guaranteed deadlines, but we can deliver Parcels on those days.
3. A Parcel:
  - 1) is delivered:
    - a) at the moment the Parcel is delivered to the Paczkomat Parcel Locker or another facility (as part of “storage” of the Parcel or when there was a “forced situation” discussed below), the Recipient is notified and able to collect the Parcel in accordance with the Terms and Conditions,
    - b) and it is at this point that the Service is considered to have been provided,
    - c) also, at this point it can be determined whether we have delivered the Parcel on time.

- 2) is received:
  - a) upon opening the Box in which the Parcel was placed, by the person who provided the data needed to open it.
  - b) at the time of its physical delivery to an authorised person (when delivery takes place at the Branch, Parcel Service Point, Mobile Paczkomat Parcel Locker or directly at the Recipient's).
4. Delivery of COD Parcels directly to the Recipient must be preceded by payment made at the latest at the time of the Parcel collection.
5. Restricted availability of pick-up facilities and the COD service:
  - 1) the Parcel can be sent or collected from the Paczkomat Parcel Locker every day round the clock, seven days a week (24/7), but some Paczkomat Parcel Lockers are available during limited hours (e.g. they are located in facilities that have opening hours),
  - 2) for some Paczkomat Parcel Lockers or Parcel Service Points, collection of COD Parcels is possible at certain times or not possible at all. If a COD Parcel is to arrive at a place where the COD amount cannot be collected, we will return such Parcel to the Sender (for a fee and on the principles set out further on in these Terms and Conditions),
  - 3) The Website provides information about limited operating hours of Paczkomat Parcel Lockers or Parcel Service Points, and whether there are any restrictions on COD Parcels in these facilities (e.g. as to the form of payment).
6. After placing the Parcel in a Paczkomat Parcel Locker or Parcel Service Point, we will provide the Recipient via SMS, e-mail, or InPost Mobile (if the Recipient uses this app) with the pick-up code (also in the form of a QR code). Persons using the InPost Mobile App will receive such notification if the App was installed in a device with a SIM card, the telephone number of which has been provided by the Sender for the purposes of the Parcel delivery.
7. In the case of App Parcel Lockers, Parcel collection is possible via InPost Mobile or scanning the QR code using the code reader available in the Parcel Locker.
8. A COD Parcel can only be paid after entering the correct code and phone number. In the case of such COD Parcels, we send a code that allows making payment for the Parcel. An exception is the Paczkomat Parcel Lockers, which, due to their technical characteristics, allow payment for a COD Parcel only via InPost Mobile or PbL.
9. The Parcel will only be released after providing the correct authorisation data. If the Recipient uses the InPost Mobile App, instead of providing authorisation data, they can remotely open the Box. However, please note that this functionality depends on GPS coverage, which may be limited in some places, and which may prevent you from collecting your Parcel. Therefore, we recommend that the Recipient remotely open the locker directly in front of the Paczkomat Parcel Locker, making sure that it is the Parcel Locker in which the Parcel was placed.
10. In case of losing the code, the Recipient can recover it or go through the authorisation process remotely by contacting our helpline at 722-444-000 or 746-600-000 (call fee is charged at the rate of the telecommunications operator, from both landlines and mobile phones). We send the recovered code via SMS or e-mail to the data assigned to the Parcel, unless the phone was stolen or lost and the Recipient warned us about it by calling the above numbers. In that case we do not resend the code to the lost device, but return the Parcel to the Sender (for a fee and on the principles set out further on in these Terms and Conditions).
11. If the Recipient provides others with data enabling opening of the Box, the Recipient does so at their own risk and responsibility. We recognise that the person who has received authorisation data from the Recipient is entitled to collect the Parcel.
12. Instructions for collecting a Parcel:
  - 1) from Paczkomat® Parcel Lockers: the recipient follows the instructions displayed on the Paczkomat Parcel Locker screen. In the case of collecting a Parcel using InPost Mobile, the Recipient must also follow the instructions displayed in this app,
  - 2) from Parcel Service Points: as instructed by the Parcel Service Point personnel. The Parcel is physically handed over to the person authorised by the Operator's representative at the place of the Parcel Service Point operation and during its opening hours.

13. **Storage of the Parcel:**

- 1) In case of:
  - a) overfilling the Paczkomat Parcel Locker originally selected for delivery,
  - b) technical failure, shutdown or maintenance of the system handling the Paczkomat Parcel Locker originally selected for delivery,
  - c) overfilling the Parcel Service Points originally selected for delivery, its temporary shutdown or closure,
  - d) the Recipient's behaviour at a Paczkomat Parcel Locker or Parcel Service Point, which violates the rules of social coexistence so much that the Courier cannot safely perform their duties,

- if the above events prevent delivery of the Parcel to the Paczkomat Parcel Locker or Parcel Service Points originally selected for delivery, within the deadlines indicated at the beginning of this Article, then we will place the Parcel for storage in a temporary Parcel Service Point or temporary Paczkomat Parcel Locker, which will be located no more than two kilometres "as the crow flies" from the Parcel Service Point or Paczkomat Parcel Locker originally selected for delivery.
- 2) The Parcel storage time in the temporary Paczkomat Parcel Locker or temporary Parcel Service Point (referred to as the „Storage Period“) is as follows:
  - a) 1 calendar day after the day on which the Parcel was placed at a temporary Parcel Service Point or temporary Paczkomat Parcel Locker, or
  - b) a Bank Holiday and Bank Holidays immediately following, if the days follow the day of placing the Parcel in a temporary Paczkomat Parcel Locker (in this case, storage may take place only in a temporary Paczkomat Parcel Locker), or
  - c) 1 calendar day, and if the next day is a Bank Holiday followed by Bank Holidays, the Storage Period will also cover those days. (In this case, storage can only take place in the temporary Paczkomat Parcel Locker).

“**Bank Holiday**” referred to above is a day off work as per the Polish law (except Sundays, unless the Bank Holiday falls on Sunday, e.g. Easter Sunday).
- 3) When we store the Parcel, we notify the Recipient via SMS, e-mail, or InPost Mobile (if the Recipient uses this app) of:
  - a) placing the Parcel in a temporary Parcel Service Points or temporary Paczkomat Parcel Locker,
  - b) the end of the Storage Period (which means that the Parcel will be delivered to the Parcel Service Point or Paczkomat Parcel Locker originally selected for delivery),
  - c) placing the Parcel at the Parcel Service Point or Paczkomat Parcel Locker originally selected for delivery (after the end of the storage).
- 4) During the Storage Period, we offer the possibility of collecting the Parcel from the storage place (temporary Parcel Service Point or temporary Paczkomat Parcel Locker, excluding periods when these facilities are out of service). If the Recipient does not collect the Parcel during the Storage Period, we will collect it from the storage place on the day following the Storage Period, which means that until then the Recipient has the possibility of collecting the Parcel from such a place.
- 5) If we need to use the storage function due to maintenance of systems supporting Parcel Service Points or Paczkomat Parcel Lockers on a given day, then such a day is treated the same as the “Bank Holiday” referred to above. In this case, the Storage Period is determined as in the case of Bank Holidays. System maintenance must not take more than one calendar day. We will notify of any planned maintenance at least 7 days before it starts by posting a message on the Website and, if possible, notifications sent via MP, e-mail, SMS or InPost Mobile,
- 6) However, in a situation when after the end of the Parcel storage, the Recipient's behaviour at a Paczkomat Parcel Locker or Parcel Service Point again violates the rules of social coexistence so much that the Courier cannot safely perform their duties, then we may refuse to make further attempts to deliver the Parcel (also in the manner described below in case of forced situations), and return the Parcel to the Sender immediately.

14. **Forced situation:** In the process of Parcel delivery, so-called “forced situations” may occur. By “forced situation” we mean overfilling the Paczkomat Parcel Locker originally selected for delivery, its failure, shutdown or maintenance of the supporting system. If we have applied the storage procedure and the forced situation persists, or if we could not deliver the Parcel in the normal course (or through its storage) due to force majeure, then we can deliver the Parcel:
- 1) directly to the Recipient, to the address indicated by them, located within the administrative boundaries of the town/village where the originally selected place of delivery is located (Paczkomat Parcel Locker or Parcel Service Point). In the event the Recipient objects to such delivery or the required address is not provided, we will return the Parcel to the Sender, informing the Recipient about it, or
  - 2) at the originally selected place of delivery (Paczkomat Parcel Locker or Parcel Service Point), with the use of the so-called Mobile Paczkomat Parcel Locker, from which the InPost Courier releases the Parcels.
15. We do not deliver any Parcels to PO boxes of Poczta Polska S.A.
16. If more than one Parcel is to be placed in the Paczkomat Parcel Locker for the same Recipient, we have the right to place all or some of the Parcels in one Box. We will notify the Recipient of placing several Parcels in one Box. We do not apply these rules to COD Parcels.
17. **Easy Access Zone:** The Recipient can request that we try to deliver the Parcel to the so-called “Easy Access Zone”. This is the part of the Paczkomat Parcel Locker where access to the Boxes is easier compared to the ones located at the top and bottom levels. In that case, the following principles will apply:
- 1) The Recipient may ask us to deliver the Parcel to the “Easy Access Zone” after the Parcel has been registered in our systems,
  - 2) but before the Parcel is handed over for delivery (i.e. until such status appears in our Parcel tracking systems). Handing over the Parcel for delivery may take place at different times on the day of planned delivery,
  - 3) once the Parcel has been handed over for delivery, the Recipient can no longer place an order to put the Parcel in “Easy Access Zone”,
  - 4) we can place the Parcel in the “Easy Access Zone” only if an appropriate Box in the Paczkomat Parcel Locker is free and there are no other Parcels in it,
  - 5) if there are no free boxes in the „Easy Access Zone”, the Parcel will be delivered to other available Boxes.
18. We may inform the Recipient, at their request, about the identity of the Parcel Sender before the Parcel is delivered. In special circumstances, we may also provide general information why we could not deliver the Parcel. However, we cannot provide this information if the Sender requested the Parcel be returned or has changed the Recipient before the delivery. The Recipient can also obtain information about the Sender of the Parcel that was returned because it was not received in time. As for any other persons or entities, we may provide them with the above information only in the cases specified by the applicable law.
19. After the Parcel collection deadline has expired (also after any deadline extension in accordance with the Terms and Conditions), the Recipient may still have a chance to collect it, but only until the Courier takes the parcel to start its return to the Sender. However, we do not guarantee that such an opportunity will be available, nor do we provide a specific time in which the Parcel may still be picked up by the Recipient in such a situation.
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## § 11. How do we deliver Oversized Parcels?

1. In the case of an Oversized Parcel, the procedure is as follows:
  - 1) we contact the Recipient by phone to determine a new place of delivery for the Parcel. We will ask the Recipient for the address to which the Parcel is to be delivered. If it is not possible to contact the Recipient or the contact is ineffective, we will contact the Sender to determine the delivery address. Establishing this address will be treated as a change of address at the Sender's request, or

- 2) we will send an e-mail to the Recipient and the Sender asking them to provide the delivery address for the Parcel.  
If the Recipient and the Sender provide different addresses, the binding address for us will be the one provided by the Sender.
2. We will make contact by phone or email within 48 hours of sending the message indicating that we have detected an Oversized Parcel.
3. When we contact the Recipient or the Sender, they have 48 hours to provide the delivery address for the Parcel.  
If the address is not provided during this period, or if we are unable to contact the Sender by phone, we will return the Parcel to the Sender (the rules for returning Parcels are described further on in these Terms and Conditions).  
The Parcel will be returned also if:
  - 1) the Addressee refuses to accept the Parcel, or
  - 2) the Sender will not provide a new address for delivery, or
  - 3) if the address provided does not meet our requirements referred to below.
4. The Price List specifies the Price for returning an Oversized Parcel, the dimensions of which do not exceed 500 x 500 x 800 mm, and the weight does not exceed 25 kg. In the case of Parcels with larger dimensions or weight, the Price List also applies. However, it should be noted that these fees do not apply to Senders being Consumers.
5. The delivery address which we ask for must be located within the administrative boundaries of the town/village in which the Branch assigned to the Paczkomat Parcel Locker (originally selected by the Sender as the place of the Parcel delivery) is located. In addition, this address must include:
  - 1) the business name or full name of the Recipient,
  - 2) the street (square, avenue),
  - 3) building/ unit no.,
  - 4) post code,
  - 5) city/town/village,
  - 6) the Recipient's mobile phone number.
6. We will do our best to deliver the Oversized Parcel within 2 Working Days from the day following the day when the Recipient or the Sender provided data necessary for the Parcel delivery. However, the delivery time will not be longer than 5 Working Days from the date of receiving the data.
7. Oversized Parcels are usually delivered directly to the Recipients or other persons authorised to collect them. An oversized Parcel may also be delivered to an adult household member and other persons authorised to collect the Parcel, in accordance with applicable regulations.
8. In case of:
  - 1) absence of the Recipient at the address at the time of delivery, or
  - 2) absence of a person entitled to collect the Parcel, or
  - 3) lack of the COD amount needed to be collected, or
  - 4) the Recipient's inability to pay the COD amount in a non-cash form,we will try to contact the Recipient by phone to arrange a second attempt of delivery on the same day. If we fail to make contact or deliver the Parcel on that day, we will try to deliver the Parcel again the next Working Day – as a second delivery attempt. If the Recipient (or the authorised person) is absent again, we will leave a missed delivery notice in paper form, SMS, e-mail, or via InPost Mobile informing that the Parcel can be collected within 72 hours at the place and time specified in the notice.
9. The Parcel may be collected within the next 72 hours, counting from the second delivery attempt. However, if within the time period there is a day when the pick-up place was closed all day, we will extend the collection period by 24 hours for each such day.
10. After the said collection period has elapsed, we will return the Parcel to the Sender (the rules for returning Parcels are described further on in these Terms and conditions).

11. When is there no collection period for Parcels?
  - 1) If the Sender on dispatch gave us the Parcel dimensions which exceed 640 x 380 x 410 mm. In that case, after two attempts of delivery, we will return the Parcel to the Sender, informing the Recipient about it,
  - 2) If, after we have accepted a Parcel, we detect that its size is greater than 640 x 380 x 410 mm (in relation to the dimensions that the Sender gave us when ordering the Service), and the staff of the facility which was to serve as the collection point refused to accept the Parcel because of its size. Then we will inform the Recipient of the lack of collection period and make a third delivery attempt, and if it fails, we will return the Parcel to the Sender.
12. The Parcel will be returned to the Sender also in the case of refusal to receive the Parcel by the Recipient or an incorrect address of the Recipient.
13. The return of an Oversized Parcel is subject to a fee as per the Price List.
14. A Parcel that according to the missed delivery notice should be collected at a Parcel Service Point can be picked up during its opening hours.
15. Confirmation of delivery of an Oversized Parcel:
  - 1) We confirm Parcel delivery electronically. The Recipient (or the authorised person) confirms the receipt by putting their signature on the courier terminal or by giving the courier the pick-up code,
  - 2) If the Parcel is collected on the basis of a missed delivery notice, the Recipient is verified on the basis of that notice or telephone number and the code sent by us. at a Parcel Service Point, verification requires only the telephone number and the said code,
  - 3) Confirmation of the COD Parcel collection means that the Recipient paid the COD amount and we have collected it.
16. If a Parcel to be delivered weighs more than 30 kg, the following rules apply:
  - 1) the courier delivers the Parcel only to the building entrance door when the address is above the ground floor or in a multi-apartment building,
  - 2) if the Parcel is not delivered on a pallet and weighs from 30 to 50 kg, we deliver it on the side-to-side basis. The Recipient must on their own transfer the Parcel from the place where the Courier unloaded it. The side-to-side delivery means that the Courier unloads the Parcels in a place they can reach with a delivery van,
  - 3) if the Parcel is delivered on a pallet and weighs from 30 to 50 kg, we deliver it on the side-to-side or dock-to-dock basis. The dock-to-dock delivery means that the Recipient on their own unloads the Parcel from the Courier's vehicle, using their own tools, such as ramps or forklifts,
  - 4) we recommend that the Recipient have the appropriate resources to be able to process the delivery in accordance with the rules above.

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## § 12. How to return Parcels? What are the rules of the Fast Returns service?

1. Returns of uncollected or undeliverable Parcels are subject to a fee as per the current Price List. Returns are made to:
  - 1) the Paczkomat Parcel Locker from which the Parcel was sent,
  - 2) the Parcel Service Point from which the Parcel was sent. If this Parcel Service Point does not carry out deliveries, we return the Parcel to its sending address,
  - 3) the address of the Sender's premises or headquarters from which the courier picked up the Parcel, if it was sent via a Courier,
  - 4) the address agreed with the Sender if the Dispatch Parcel Locker is located in a fast track security zone at an airport.
2. Unclaimed Parcels sent without a Label are returned to the Paczkomat Dispatch Parcel Locker or to the address agreed by us with the Business Customer.



3. If we have not specified other exceptions, the Sender collects returned Parcels on the principles analogous to their delivery (the rules and methods of Parcel delivery are described above):
  - 1) in the case of returns to Paczkomat Parcel Lockers and Parcel Service Points, the delivery rules stipulated for these facilities will apply accordingly,
  - 2) in the case of return to the address of the Sender's premises or headquarters, the delivery rules stipulated for Oversized Parcels will apply.
4. Business Customers can receive returns directly to the location we have agreed together. This service is subject to a fee and returning a single Parcel costs as much as the basic shipping fee.
5. If the Parcel is not picked up, the fees for the Primary Service, COD Service and Additional Cover Service are not refunded.
6. The Parcel is considered undeliverable and transferred to our Undeliverable Parcel Warehouse in the case of:
  - 1) missing or wrong Sender's address, or
  - 2) refusal to accept the Parcel by the Sender (also when the Sender did not provide the address for returning the Parcel) or did not pay the fee or surcharge for returning the Parcel,
7. We will attempt to determine the Sender's or Recipient's address by opening the Parcel and verifying its contents in accordance with the applicable law.
8. If checking the Parcel content does not allow delivery or return of the Parcel to the Sender, or if the Sender refuses to accept the returned Parcel:
  - 1) correspondence and its packaging will be destroyed by us in a way that prevents retrieving any information from the Parcel and its packaging, not earlier than after 60 days from opening the Parcel,
  - 2) the remaining contents of the Parcel and its packaging will be destroyed by us in such a way that the information from the Parcel and its packaging cannot be retrieved, not earlier than after 12 months from opening the Parcel. If we receive a complaint related to this Parcel before the end of this period, we cannot destroy its contents and packaging until our response to the complaint is final.
9. We do not destroy any Parcel contents such as money, securities, valuables, items of historical, scientific, or artistic value, military equipment, items that require a permit (in particular weapons, ammunition, explosives) and any type of identity documents, as well as items of historical value or archival materials. As for all these things, we apply the provisions of the Found Goods Act and the provisions of the Civil Code.
10. If we have agreed so with a Business Customer in the Business Contract, we may offer the Fast Returns service on the following terms:
  - 1) The Fast Returns service consists in handling by us a Parcel that was previously delivered to an addressee by us or another carrier (such addressee is referred to as the „Original Addressee“). The Original Addressee wishes to return the Parcel to the entity that sent it (referred to as the “Original Sender”) for reasons related to the contract concluded by and between them (e.g. withdrawal from the contract by the consumer).
  - 2) The Fast Returns service is provided by InPost:
    - a) when ordered by and at the expense of the Original Sender who can only be a Business Customer, or
    - b) when ordered by and at the expense of the Original Addressee who can only be a Retail Customer.
  - 3) Depending on the situation:
    - a) if the Original Addressee sends the Parcel as ordered by and at the expense of the Original Sender (Business Customer), the Original Addressee acts on the Original Sender's behalf. In this case, the Original Sender is liable to us on the basis of the concluded contract, including the weights, dimensions, permissible contents of the Parcel and its packaging.
    - b) If the Original Addressee sends the Parcel at their own expense, they are a party to the agreement with us for provision of the Fast Returns service and must comply with the Terms and Conditions.
  - 4) The Original Addressee can send a Parcel, as part of the Fast Returns service, via the Paczkomat Parcel Locker or Parcel Service Point using the return code or a Label.

- 5) The return code should be entered on the screen of the Paczkomat Parcel Locker or – in the case of InPost Mobile – the parcel should be placed in the Box with the use of the App. With an App Parcel Locker, the Parcel can be sent using the InPost Mobile App or scanning the QR code (using the code reader available in the Parcel Locker). When sending the Parcel at a Parcel Service Point, the code must be given to its staff.
  - 6) The Label must be placed on the Parcel in accordance with the requirements for Labels described in the Terms and Conditions.
  - 7) The Original Sender, by ordering and paying for the Fast Returns service, is responsible for providing the correct return code or Label to their customer (Original Addressee).
  - 8) The Original Addressee cannot hand over a Parcel to us as part of the Fast Returns service if we do not have a separate agreement with the Business Customer.
  - 9) The price for the Fast Returns service is specified in the Price List. Where the service is provided as ordered by and at the expense of the Original Sender, InPost and the Original Sender (i.e. the Business Customer) may set a different price in the Business Contract.
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## § 13. What are the rules of InPost Fast Send service?

1. We make it possible for Retail Customers to order Primary Services without having to create separate accounts. We call this functionality “InPost Fast Send” and all the rules set out in the Terms and Conditions apply to it, with the exceptions described below.
2. InPost Fast Send service is available:
  - 1) at <https://inpost.pl/szybki nadania>, or
  - 2) InPost Mobile
3. In the case of Fast Send services:
  - 1) we do not apply the Terms and Conditions to the same extent as the Parcel Manager,
  - 2) we do not provide the COD service,
  - 3) we do not provide the courier pick-up service,
  - 4) we do not separately offer the Additional Cover service, but this service – up to PLN 5,000, is included in the price of the Primary Service ordered as part of Fast Send services.
4. Payment for Quick Send services:
  - 1) The price for the Service ordered via Fast Send is shown in the Price List and where you can use Fast Send (i.e. on the [inpost.pl/szybki nadania](https://inpost.pl/szybki nadania) website and InPost Mobile),
  - 2) The fee for the service ordered via Fast Send must be paid in advance at the time of its finalisation. Payment is made through the payment administrator, who has concluded a contract with us to handle the payment process and provides various forms of payment.
  - 3) The fee has been paid when the Sender (where it is possible to use Fast Send) makes a payment for the Service as per the Price List. Payment cannot be made via the Paczkomat Parcel Locker or at Parcel Service Points,
  - 4) we will issue a VAT invoice when the Retail Customer selects the appropriate check-box when ordering the Service. The VAT invoice will be sent to the e-mail address, which the Retail Customer provided on the website [inpost.pl/szybki nadania](https://inpost.pl/szybki nadania) or in InPost Mobile.
5. The Sender is fully responsible for providing any incorrect data.
6. Parcel identification:
  - 1) When ordering a Service via Fast Send, the Sender may choose whether they wish to send the Parcel:
    - a) with a Label (which should be affixed to the Parcel packaging in accordance with the Terms and Conditions – in the InPost Mobile app, a shipping code is used instead of a Label) or

- b) with a digital shipping code (which must be entered in the Paczkomat Parcel Locker and written on the Parcel packaging). The shipping code can also take the form of a QR code and can be used in Paczkomat Parcel Lockers equipped with a QR code reader (in the case of App Parcel Lockers, using the QR code is the only way to dispatch a Parcel). The Terms and Conditions concerning Labels do not apply to shipping codes.
- 2) If the Label or shipping code has not been used within the validity period (even after extension at the Sender's request), we will refund the fee for the Service ordered via Fast Send, if the Sender requests it. The refund is made within 14 days from the date of submitting the request by the Sender, through the payment administrator. A request for a refund can be made via the online form: <https://inpost.pl/formularz-kontaktowy>.
7. The refund method described above for the Label is also applied to refunds related to payment for Fast Send Services.
8. A Parcel sent via Fast Send can be returned to the Dispatch Parcel Locker or Dispatch Parcel Service Point (and if such a Parcel Service Point does not deliver, we return the Parcel to its sending address) or to the Branch that operates the above Paczkomat Parcel Locker or Parcel Service Point.
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## § 14. What are the rules of the „Parcel on Weekend” service?

1. We offer an Additional Service called “Parcel on Weekend”, which consists in delivering a Parcel to the selected Paczkomat Parcel Locker on Saturday or Sunday (until 18:00 hrs). To use this service, the Parcel must be sent on Friday by the cut-off time specified in the Terms and Conditions or according to individual arrangements with the Sender. In this case, “sending” means handing over the Parcel to the Dispatch Parcel Locker or Parcel Service Point, or placing an order for courier pick-up by the cut-off time, if the Sender does not use regular courier pick-up services.
2. The “Parcel on Weekend” service is available only for deliveries to Paczkomat Parcel Lockers. We may specify on the Website which Paczkomat Parcel Lockers can be used for this service. As part of this service, we do not deliver Parcels to Parcel Service Points or directly to the Recipient, but we may store the Parcel at a temporary Parcel Service Point or in a temporary Paczkomat Parcel Locker, in accordance with the rules described in these Terms and Conditions.
3. Parcels covered by this service can only be sent on Fridays. Parcels sent on other days of the week will be delivered in the standard manner, and we have the right to charge a fee for this service even if the Parcel is not received on Saturday or Sunday.
4. During periods that include bank holidays we may publish on the Website a schedule of special collection and delivery of Parcels covered by the “Parcel on Weekend” service. We will publish it well in advance.
5. If the “Parcel on Weekend” service is not properly provided due to our fault (for example, due to our delay in collection or delivery of the Parcel), the fee for this service will not be charged. In the case of payments made in advance, this fee will be refunded to the Sender's account in PM, and in the case of payment in arrears it will not be included in the VAT invoice for the given billing period.
6. The Sender, when selecting the “Parcel on Weekend” service:
  - 1) should inform the Parcel Recipients about the rules of this service operation, taking into account the time needed to prepare the Parcel and to place the courier pick-up order (if such an order is placed) and to hand over the Parcel to us on time.
  - 2) is required to process the Parcel correctly, and select the “Parcel on Weekend” service when creating the shipping Label.
  - 3) In the event of a gross violation of the above rules, we have the right, after requesting the Sender to cease the violations, to suspend provision of the “Parcel on Weekend” service for 30 days. If, after the service resumption, the violations continue, we may again request the Sender to cease the violations, and after the period expires with no effect, we will be entitled to suspend the service again for 30 days or terminate the contract for that service.

7. If the Parcel covered by the "Parcel on Weekend" service exceeds the maximum permissible dimensions for Parcels in relation to the Primary Service, the delivery process will be carried out in accordance with the procedure for handling Oversized Parcels (described in the Terms and Conditions). The Parcel will be delivered directly to the Recipient, without using the Paczkomat Parcel Locker, on Working Days. In this case, we have the right to charge a fee for the "Parcel on Weekend" service.
  8. The Additional Service called "Parcel on Weekend" is provided at the price specified in the Price List and is available only as part of the Primary Service (Paczkomat 24/7), in the scope specified in the Price List.
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## **§ 15. What are we responsible for?**

1. We are responsible for non-performance or improper performance of the Service, unless this is due to:
  - 1) force majeure,
  - 2) a reason attributable solely to the Sender or the Recipient,
  - 3) violation by the Sender or the Recipient of the Terms and Conditions or the Postal Law,
  - 4) properties of the item sent, including its susceptibility to damage resulting from its defects or natural features, as well as the influence of weather conditions on these items, the passage of time from sending, and finally damage to the Parcel due to improper packaging or inadequate securing of its contents.
2. It is possible to raise a claim against us (e.g., file a complaint) within a period of 12 months from the date of sending the Parcel, with the following exceptions:
  - 1) where the Parcel was accepted without reservations (e.g. after it was collected from the Box or Parcel Service Point) – then these claims expire at the moment of its acceptance without reservation, unless defects or damage to the Parcel, which were not visible from the outside, are found after accepting it. In such a case, a claim should be raised no later than within 7 days from accepting the Parcel and it must be proved that the losses or damage occurred between our acceptance of the Parcel and its delivery to the Recipient,
  - 2) where we fail to perform or perform the Service incorrectly as a result of:
    - a) an unlawful act,
    - b) our wilful fault,
    - c) our gross negligence,- then these claims expire on general terms (i.e. taking into account the limitation periods specified in the Civil Code), and we are not responsible for them within the limits described in the Terms and Conditions and Postal Law, but within the limits specified by general provisions of law, including the Civil Code.
3. We are responsible for damage or destruction of the Parcel only during the period from the moment of sending the Parcel through a Paczkomat Parcel Locker or Parcel Service Point (or from picking up the Parcel from the Sender) until the moment of releasing the Parcel through the Paczkomat Parcel Locker, Parcel Service Point or directly to the Recipient (or a person authorised to collect the Parcel).
4. We are not responsible for any delays in delivering or receiving the Parcel if this is due to reasons beyond our control.
5. We are not liable for any damage to the Parcel that relates to:
  - 1) loss of information on data carriers, such as disks, flash drives,
  - 2) deficiencies in measure and weight within the limits of standards, and if such standards do not exist, within the limits of customary norms,
  - 3) natural wear and tear, defects or properties of things,
  - 4) acts of war, strikes, riots or terrorist acts,
  - 5) radioactive contamination,
  - 6) incorrect address put on the Parcel by the Sender or the Recipient,

- 7) discrepancy between the weight or content of the Parcel with the data provided when ordering the Service, if the packaging is intact,
  - 8) external damage to the Parcel (visible damage), which has been reported to us after receipt of the Parcel by the Recipient or an authorised person.
6. We are not responsible for any other items left in the Box (other than the Parcels we handle).
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## § 16. When is the Service unperformed?

1. Primary Service:
    - 1) is unperformed if the Parcel or its contents have been completely destroyed or lost,
    - 2) is improperly performed if the Parcel or its contents have been damaged.
  2. If within 30 days of sending the Parcel:
    - 1) it has not been delivered, or
    - 2) the recipient has not received information about the possibility of collecting it from the Paczkomat Parcel Locker or Parcel Service Point,

- we treat such a Parcel as lost.
  3. We make available a damage report form on the Website, which may be used to describe the damage to the Parcel for the purposes of filing a complaint.
  4. It is possible to start a complaint procedure when collecting the Parcel from the Box in the Paczkomat Parcel Locker. To do this, after opening the Box, it is possible to select the appropriate option on the Paczkomat Parcel Locker screen or in the InPost Mobile App and follow the displayed instructions. As a result of that:
    - 1) The Recipient puts the Parcel back into the Box so that we can collect it,
    - 2) We send an e-mail to the Recipient with a form that must be filled in and sent back within the next 14 days:
      - a) sending this form means submitting a complaint,
      - b) if the form is not sent on time, the Parcel will be returned to the Sender,
      - c) until the form is sent, the Recipient has the possibility of collecting the Parcel from our Branch.
    - 3) Collecting the Parcel from the Box and examining it in the presence of witnesses, which is confirmed in a report. The report will be used by our Complaints Department to evaluate the complaint submitted via the form.
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## § 17. Up to what amounts are we responsible?

1. In the event of non-performance or improper performance of the Primary Service, it is possible to claim compensation:
  - 1) for loss, deficiency or damage to a Parcel (other than a Parcel containing correspondence) - in the amount of the usual value of lost or damaged items,
  - 2) for loss of a Parcel containing correspondence - in the amount of ten times the service fee, but not less than fifty times the fee for „treating a letter as registered mail”, according to the price list of public services of the designated operator,
  - 3) for loss of a Parcel with Additional Cover – up to the amount indicated in the table of Additional Cover amounts for a given Parcel (Additional Cover is discussed in more detail further on in these Terms and Conditions),
  - 4) for exceeding the guaranteed delivery date – up to twice the fee for the Primary Service.

2. In the case of sending items with a value of over PLN 200, or when the loss or damage of which may result in higher claims, we recommend purchasing the Additional Cover service for the Parcel (Additional Cover is discussed in more detail further on in these Terms and Conditions). This does not change our liability for loss or damage to the Parcel.
  3. We pay compensation after acknowledging a complaint, provided that the person who filed the complaint claimed compensation. If the compensation amount has not been stated and the compensation is obvious, we will ask the person filing the complaint to indicate what amount of compensation is requested. This does not mean that we will pay the requested amount, but we will assess it according to the amounts to which we are liable and to which cases this applies.
  4. In the event of non-performance of the Service, we will refund the fee charged for it, regardless of the compensation that the person filing the complaint may be entitled to.
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## **§ 18. Who can make a complaint and when and how to do this?**

1. In the event of non-performance or improper performance of the Primary Service, the right to file a complaint is held by:
  - 1) the Sender, or
  - 2) the Recipient:
    - a) when the Sender waives his right to pursue a claim from us, or
    - b) when the Parcel is delivered to the Recipient.
2. The complaint can be submitted:
  - 1) due to loss or damage to the Parcel:
    - a) immediately upon delivery of the damaged Parcel or with missing contents, if a damage report was made,
    - b) after receipt of the Parcel, if a written declaration on finding defects or damage was made during the receipt or a report was prepared, as described above,
    - c) at the Paczkomat Parcel Locker, as described above in the Terms and Conditions,
    - d) within 7 days in the case of damage or defects that were not visible from the outside at the time of the Parcel receipt (the rules for submitting complaints in such cases are described above).
  - 2) due to the loss of the Parcel, on the day following the expiry of the period after which we treat the Parcel as lost, in accordance with the Terms and Conditions.
3. The complaint can be submitted no later than within 12 months from the date of sending the Parcel.
4. A complaint submitted due to non-performance or improper performance of the Primary Service will be left without examining, of which we will notify the person filing the complaint, if:
  - 1) it was filed after the above-said 12-month period,
  - 2) it was filed after receiving the Parcel:
    - a) without objections - as for defects or damage visible from the outside, or
    - b) after 7 days from receipt - if defects or damage to the Parcel, which were not visible from the outside, were found after receipt.
5. A person wishing to file a complaint can do so in the following manner:
  - 1) electronically:
    - a) by filling out and sending a complaint form available on the Website (<https://inpost.pl/reklamacja>),or
  - b) to the e-mail address: [bok@inpost.pl](mailto:bok@inpost.pl),



or

c) via our MAT Chatbot, which is available on our Website, via InPost Mobile, our official Facebook profile, as well as the WhatsApp application,

- 2) in writing, by sending or delivering it to: „InPost sp. z o.o., ul. Pana Tadeusza 4, 30-727 Kraków”, with a note: „Complaint Department”,

or

- 3) by phone, calling the +48 722-444-000 or 746-600-000 helpline (from both landlines and mobile phones, for a fee specified by the telecommunications operator that operates the call),

or

- 4) in writing or orally (confirmed in a written report) at a Parcel Service Point.

6. Any complaints submitted in any different form than those described above will not be considered. If we receive a complaint in another form, we will inform the person who submitted it that we will not consider such a complaint.
  7. We assign a unique “IPR” number to each complaint filed. The person filing a complaint should provide this number in any subsequent letters and reports regarding the complaint.
  8. If anybody wishes to file a complaint for more than one Parcel, they must submit a separate complaint for each of them (one Parcel – one complaint).
  9. In the case of submitting a complaint electronically, the person submitting the complaint is identified by us on the basis of the data provided by them, which we compare with the data in our systems. In this way we check whether such a person has the right to file a complaint. These data include, among others, the Label number, e-mail address or telephone number.
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## § 19. What should a complaint contain?

1. A complaint should include at least:
  - 1) full name or company name and address of residence or registered office of the Sender and the Recipient,
  - 2) who files the complaint,
  - 3) what is the complaint about,
  - 4) information about any Additional Cover, if the Parcel was covered by such a service,
  - 5) Parcel number,
  - 6) justification of the complaint,
  - 7) amount of compensation, if requested,
  - 8) signature of the person making the complaint in the case of a written complaint or the person's identification data in the case of a complaint filed electronically or by telephone,
  - 9) date of making the complaint,
  - 10) list of attached documents,
  - 11) telephone number or e-mail address so that we can contact the person making the complaint.
2. The following documents should be attached to the written complaint, and the envelope should be marked with the complaint number (IPK), if it has already been issued:
  - 1) original or printout of the Parcel shipment confirmation,
  - 2) statement on the waiver of claims, if the Sender transfers the rights to the complaint to the Recipient,
  - 3) damage report drawn up on receipt of the Parcel or a copy thereof, or
  - 4) declaration of loss or damage to the Parcel made to us at the time of receipt,

- 5) packaging of the damaged Parcel (if we request it),
  - 6) statement on invisible defects or damage to the Parcel (submitted within the 7-day period for reporting damage not visible from the outside of the Parcel, referred to in the Terms and Conditions above),
  - 7) information and evidence of the Parcel shipment or delivery,
  - 8) other documents required by us that are necessary for us to clarify the matter.
3. A complaint submitted in a form other than in writing should contain the above information, as well as an indication of the place and date of sending the Parcel.
  4. A complaint submitted electronically should be accompanied by copies of the documents indicated above. If necessary, we may ask for the originals of those documents.
  5. If the complaint is submitted by phone, the above documents must be sent to our office (ul. Pana Tadeusza 4, 30-727 Kraków, with the note "Complaints Department").
  6. The original document confirming the Parcel shipment is returned to the person filing the complaint, at their request.
  7. If we receive reports of improper performance of the Services, even if there is no demand for payment of compensation – we treat them as complaints.
- 

## **§ 20. Can we respond to the complaint by email?**

Submitting an electronic complaint (or appeal against the complaint) together with providing e-mail address means that the person filing the complaint consents to receiving from us calls, notifications, replies to the complaint or replies to the appeal electronically, to the e-mail address provided.

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## **§ 21. How long do we are examine complaints?**

1. Complaints are handled by our Complaints Department.
  2. We will consider them within 30 days of their submission. The 30-day period starts from the date of submitting a correct complaint together with all the required attachments.
  3. The above deadline is kept if we send a response to the complaint before the end of the period.
- 

## **§ 22. What do we do if the complaint is incomplete?**

1. If the complaint has deficiencies and we cannot properly examine it, we request the person who filed the complaint to supplement it within 7 days of receiving the request.
  2. We will leave the complaint without examining if the person who filed the complaint does not supplement it within the above-mentioned time limit.
  3. The aforementioned period of 7 days is not included in the time period for considering the complaint.
- 

## **§ 23. What do we do if the complaint was made by an unauthorised person?**

If a complaint is made by an unauthorised person, such a complaint is deemed not to have been filed. We will inform that person about this, also indicating who may file the complaint.

## § 24. What is included in a response to a complaint?

1. A response to a complaint includes:
    - 1) information that the reply is provided by the Complaints Department of InPost sp. z o.o.,
    - 2) legal basis of our decision,
    - 3) whether we have acknowledged the claim or not,
    - 4) amount of compensation (if we have granted it) and information when and how we will pay it (the payment deadline cannot be longer than 30 days from the date of acknowledging the complaint),
    - 5) information on:
      - a) right to appeal, indicating the address to which the appeal should be lodged,
      - b) possibility of pursuing claims in another way, i.e. in court proceedings or before the President of the Office of Electronic Communications within the framework of out-of-court resolution of consumer disputes.
    - 6) full name and position of our employee who responded to the complaint.
  2. A response to a complaint should additionally include:
    - 1) factual and legal justification, where we have refused to acknowledge the complaint in whole or in part,
    - 2) reason for retaining the Parcel, for which we had reasonable suspicion that it contained crime-related items or its content posed a threat to humans or the environment (to which we are authorised by the Postal Law).
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## § 25. In what situation and when can an appeal be lodged?

If we have not acknowledged a complaint in whole or in part, the person making the complaint may appeal to us within 14 days of serving the response to the complaint. If the appeal is lodged after this period, it will not be considered.

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## § 26. How and when do we examine an appeal?

1. We will consider the appeal immediately and inform the appellant of the outcome of the appeal.
  2. We will consider the appeal within 30 days. The deadline will be kept if we send a response to the appeal before the end of the period.
  3. The response to the appeal must contain the same information as described above for a response to a complaint.
  4. The response must also include information about completing the complaint procedure and the possibility of pursuing claims in court proceedings or before the President of the Office of Electronic Communications within the framework of out-of-court resolution of consumer disputes.
- 

## § 27. What happens if we exceed the deadlines for responding?

If we do not respond to a complaint or appeal within the specified time limit, the complaint is acknowledged, but within the limits of our liability as set out in the Terms and Conditions and Postal Law.

## § 28. In what form do we communicate in the complaint procedure?

Calls, response to a complaint, information about the outcome of the appeal examination and notifications are sent by registered mail, except when the complaint or appeal has been filed electronically. Then we communicate via email.

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## § 29. When do we pay compensation? Is the complaint procedure mandatory?

1. Compensation is paid within 30 days of the day of acknowledging the complaint.
  2. The Sender or the Recipient do not have to go through our complaint procedure and may immediately file a claim against us under the Terms and Conditions before the court or before the President of the Office of Electronic Communications (within the framework of out-of-court resolution of consumer disputes).
  3. The complaint procedure is exhausted when:
    - 1) we refuse to acknowledge the complaint, or
    - 2) we have not paid compensation within the above-mentioned period.
  4. In order for the complaint procedure to be exhausted, it is not necessary to lodge an appeal against the complaint.
- 

## § 30. What are the rules of the Additional Cover service?

1. As part of the Services, it is possible to order the "Additional Cover" service for a fee. As part of this service, we provide separate insurance for the Parcel to cover damage, loss or deficiency. The main rules of the insurance contract we have concluded with the insurer are published on the Website and are available on request at Parcel Service Points.
2. The service prices and the Additional Cover amounts are stated on the Website or in Business Contracts. If the Sender is a Consumer, then all Parcels sent by them are covered by Additional Cover up to PLN 5000 - included in the price of the Primary Service. We do not offer Additional Cover to Consumers for amounts higher than those indicated above.
3. In the event of damage, deficiency or loss of a Parcel covered by Additional Cover, the Sender (or the Recipient, if the Sender has waived the claim for compensation) is entitled to compensation in accordance with the Terms and Conditions. However, the compensation may not be higher than the amount stated when ordering the Additional Cover service for the Parcel. We do not apply this rule to Consumers.
4. Rules regarding Parcels with Additional Cover:
  - 1) The Sender selects Additional Cover in PM and pays for it as per the current Price List.
  - 2) Business Contracts may provide for a different way of ordering and paying for Additional Cover.
  - 3) The Sender must secure the Parcel so that its contents are inaccessible and protected from damage. The Parcel must comply with the Terms and Conditions and may not contain hazardous items. It also may not constitute a threat to other Parcels.
  - 4) When ordering Additional Cover, one of the following value ranges must be selected, corresponding to the value of the Parcel to be dispatched:
    - a) up to PLN 5,000,
    - b) between PLN 5,001 and PLN 10,000,
    - c) between PLN 10,001 and PLN 20,000
- 5) Information about a dispatched Parcel with Additional Cover is displayed in the app used for sending Parcels.

5. If a complaint is made for a Service which included Additional Cover, we additionally apply the following rules:
    - 1) the person submitting the complaint must present a document confirming the actual value of the Parcel (e.g. VAT invoice or other proof of purchase). in the absence of such a document, a written statement of the Parcel contents and other reliable evidence of its value should be provided.
    - 2) compensation is payable for destruction, damage or loss of the Parcel in the amount of the damage actually suffered, but in the amount not higher than stated by the Sender when ordering Additional Cover. We do not apply this rule to Consumers.
    - 3) if the entitled person is a VAT payer, the compensation will be paid net of VAT.
    - 4) we may ask the person filing the complaint for additional information, explanations or documents to deal with the complaint as effectively as possible.
  6. Additional Cover does not cover Parcels containing impermissible items as per the Terms and Conditions, including:
    - 1) hazardous substances, flammable, explosive, radioactive, corrosive or foul substances, weapons or ammunition,
    - 2) drugs and other psychotropic or intoxicating substances,
    - 3) works of art and antiques,
    - 4) items that are incomplete or damaged prior to dispatch,
    - 5) identification instruments.
  7. Please note that depending on the Services selected, there may be changes to how we provide Additional Cover and whether we provide it at all. This may occur, in particular, if the Business Contract so provides.
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## **§ 31. What are the specific rights of Consumers?**

1. A contract for provision of Services concluded with a Consumer is a distance selling agreement in accordance with the Act of 30 May 2014 on Consumer Rights.
2. A Consumer may withdraw from the above contract within 14 days from its conclusion, unless we have performed the Service in full with their consent and the Consumer has been informed in advance that they will lose such right after we perform the Service.
3. In order to withdraw from the contract, the Consumer must submit a statement, which may be done:
  - 1) on the form attached to the Terms and Conditions, sent in writing to our address, or
  - 2) in the content of an e-mail sent to the address: [oswiadczenie@inpost.pl](mailto:oswiadczenie@inpost.pl) (also as an attached scan of the signed form, as described above), or
  - 3) via the form submitted on the Website.
4. The Consumer who withdraws from the contract covers the cost of the Services to the Operator until withdrawal, as per the Price List.
5. A Consumer may request performance of the service before the deadline for withdrawal by submitting a statement with such a request in PM or via the Website.
6. We provide Consumers with a confirmation of concluding the agreement on electronically supplied Services, via e-mail or InPost Mobile.
7. The above rules do not apply if the contract was concluded directly at the Paczkomat Parcel Locker or at a Parcel Service Point.

## § 32. When is the Service unavailable and what are extraordinary events?

1. Services may be unavailable due to failure of Paczkomat Parcel Lockers caused by third parties or in the event of a power outage. Failures of Paczkomat Parcel Lockers will be removed by us immediately.
  2. If a government authority issues legal acts due to emergency events that could endanger health or life, or lead to interruption of the Services, we may temporarily suspend, limit or change the rules for provision of the Services.
  3. Extraordinary events include natural disasters (e.g. drought, fire, flood), wars, military actions, terrorist acts, revolutions, riots, strikes, embargoes, contamination, blackouts, network failures, epidemics, pandemics.
  4. We publish information about suspension, limitation or modification of the Services on the Website, and we may also provide it to Senders or Recipients by e-mail, SMS or the Mobile App.
  5. If the effective date of the changes is not specified in the notice published by us, they will come into force on the day we publish the information.
  6. Suspension, limitation or modification of the Terms of Service may not last longer than for the duration of states of emergency or extraordinary events. However, we may extend this period to 7 days from cessation of the states of emergency or extraordinary events.
  7. If changes in the provision of Services are not due to legal acts related to extraordinary events, they must be proportionate to the event, its territorial scope and the degree of exposure.
  8. We also apply the above rules to any changes to the Price List, but we cannot increase the prices for the Services in this way.
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## § 33. How do we process personal data?

1. The controller of personal data of natural persons – Senders and persons authorised by them to send or receive Parcels – is us, i.e. InPost sp. z o.o. with its registered office in Krakow, 4 Pana Tadeusza Street, 30-727 Krakow. We process the data for the purposes specified in the Terms and Conditions, related to provision of the Services.
  2. We operate in compliance with GDPR, i.e. 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.
  3. We are not the controller or processor of the data contained in Parcels and are not responsible for their processing. In the case of opening a Parcel in accordance with the Terms and Conditions, we become the controller of the personal data contained in the Parcel and we can process them only to the extent necessary to deliver the Parcel or return the Parcel to the Sender, or to determine the person authorised to make decisions about the Parcel.
  4. We have the right to monitor activities in the vicinity of the Paczkomat Parcel Locker. Recordings may be used for complaint purposes or may be made available by us at the request of authorised entities, in accordance with the law.
  5. Detailed information on the processing of personal data by us is available in the Privacy Policy of the Integer.pl Group companies, available on the Website at: <https://inpost.pl/polityka-prywatnosci>.
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## § 34. Any other information one needs to know?

1. The Terms and Conditions also apply to Business Contracts concluded before the date the T&Cs came into force.
2. The provisions of the Terms and Conditions do not apply to contracts with Consumers, where these provisions would be considered to be unfair clauses or practices violating their interests. In the remaining scope, the Terms and Conditions apply to Consumers, unless expressly excluded.



3. We may amend the Terms and Conditions for the following reasons:
  - 1) changes in the law, affecting the content of the Terms and Conditions,
  - 2) imposition of duties on us by state authorities or courts,
  - 3) changes to the Price List or Rules for Preparation and Packaging of Parcels,
  - 4) improvement or modification of the Services provided,
  - 5) launch of new Services,
  - 6) improvement of customer service and complaint handling procedure,
  - 7) improving the protection of customer privacy,
  - 8) prevention of abuse,
  - 9) ensuring safety to us and our customers,
  - 10) technological or functional changes to InPost Mobile or the Website,
  - 11) changes in operational, economic or market conditions,
  - 12) technological changes related to provision of Services,
  - 13) editorial and accounting corrections,
  - 14) update of registration and address data.
4. We will notify of any changes to the Terms and Conditions, Price List and Rules for Preparation and Packaging of Parcels in the form of a communication published on the Website, at least 14 days in advance.
5. We may change the Terms and Conditions without the 14 days' notice when:
  - 1) we were required to do so by a state authority, court or legal regulations, in such a way that we are unable to inform about the change within the above time limit,
  - 2) the amendments grant customers new rights or extend their existing rights,
  - 3) we launch new services, products or functionalities that do not degrade or replace existing ones.
6. Only the Terms and Conditions in their full version and in Polish are binding. Any translations, extracts or summaries of the Terms and Conditions are only for illustrative purposes.
7. To any matters not regulated by these Terms and Conditions, the provisions of the Postal Law will apply.
8. These Terms and Conditions come into force as from 24 July 2025. As of that date, we repeal the Terms and Conditions of 29 May 2025.

## APPENDIX NO. 1

### TEMPLATE WITHDRAWAL FORM FOR THE CONSUMER, IN ACCORDANCE WITH ARTICLE 27 OF THE CONSUMER RIGHTS ACT

(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 or 746-600-000

(from both landlines and mobile phones, charged at your telecommunications operator's standard rate)

I/We\* ..... would like to inform you  
about my/our\* withdrawal from the contract for provision of the Paczkomat 24/7 service.

Date of concluding the contract: .....

Full name of the Consumer(s): .....

Address of the Consumer(s): .....

.....  
The Parcel shipping code: .....

Signature of the Consumer(s)  
(only if the form is submitted in a hard copy)

Date:

.....

\* Delete where necessary