

TERMS AND CONDITIONS FOR PARCEL DELIVERY TO POLAND PROVIDED BY LOCKER INPOST ITALIA S.R.I. (INPOST GROUP).

Last updated: 4.05.2026



§ 1. General Provisions

1. These Terms and Conditions (T&C) set out the rules for the implementation and terms of using the Service named Italy to Poland within Polish Channels provided by the Operator, with respect to the shipment of items from Republic of Italy to Republic of Poland.
2. The Services provided by the Operator are not part of the universal postal service and are provided for commercial purposes only.
3. The Services do not include the delivery of correspondence.
4. The Services are provided in accordance with the Applicable Law.
5. For the performance of the Services, the Operator can use subcontractors, for whose actions and omissions the Operator is responsible.
6. In the authentication process, the Operator can ask the interlocutor to specify such data as: their first name, surname, as well as the telephone number and the e-mail address of the Sender and the Recipient.

§ 2. Definitions

1. The terms used in these T&C have the following meaning:
 - 1) **Additional Services:** the services offered by the Operator exclusively in connection with the provision of the Main Service, which are specified in these T&C, in the Price List or on the Website, if provided.
 - 2) **Applicable Law:** Italian law, without prejudice to the application of the mandatory implementing provisions of other Countries affected by the Contract pursuant to and within the limits of Article 9 of EC Regulation No. 593/2008.
 - 3) **Authorization Data:** any data or information required by the Operator from the Recipient when delivering the Parcel to the Recipient.
 - 4) **Business Day:** any day from Monday to Friday, except for statutory holidays, according to the Applicable Law.
 - 5) **Consumer:** any natural person who acts for purposes which are unrelated to his or her commercial, business, craft or professional activities, pursuant to Article 3, letter a), of the Italian Consumer Code.
 - 6) **Consumer Code:** Italian Legislative Decree no. 206 of 6 September 2005.
 - 7) **Contract:** the agreement concluded between the Sender and the Operator following the acceptance by the latter of the order entered by the Sender in the Form.
 - 8) **Country of Destination:** the Republic of Poland.
 - 9) **Country of Pick-Up:** the Republic of Italy.
 - 10) **Country of Transit:** a country other than the Country of Pick-Up or the Country of Destination through which the Operator moves the Parcel to perform the Services.

- 11) **Courier:** a member of staff of the Operator, of the Local Company or their subcontractors who delivers the Parcels or picks them up from a Pick-up Point.
- 12) **Delivery Point:** a PUDO or a Paczkomat® Device of destination of the Parcel indicated by the Sender in the order Form located in the Republic of Poland.
- 13) **Depot:** an organizational unit of the Operator's logistics network.
- 14) **Force Majeure:** external events, impossible to predict and/or the effects of which cannot be prevented with the ordinary professional diligence required by the Applicable Law, including but not limited to the forces of nature (earthquakes, hurricanes, floods), riots, general strikes, epidemics, pandemics, military actions and actions of governmental authorities (import bans, export bans, border and port blockade, expropriation, etc.).
- 15) **Form:** the form available at: <https://inpost.pl/SzybkieNadania/pl>, intended for sending Parcels with the Italy to Poland within Polish Channels functionality.
- 16) **InPost Group:** InPost S.A. (Luxembourgish joint stock company, société anonyme) with its registered office in Luxembourg at the address: 70, route d'Esch, L-1470 Luxembourg, Grand Duchy of Luxembourg, registered in the Luxembourgish commercial register (RCS) under number B248669, Tax Identification Number LU327 511 80, and other companies over which InPost S.A. has control.
- 17) **Italy to Poland within Polish Channels:** name and functionality that allows to choose the Service and send a Parcel shipment order, pursuant to the rules specified in these T&C, without the need to create an account if the Service is used via the Website.
- 18) **Label:** part of the Parcel's package that contains the data required for the provision of the Services and the number that enables the tracking of the Parcel.
- 19) **Local Company:** the company belonging to the InPost Group which, in a given country, carries out activities and services on behalf of the Operator (as its subcontractor) also making use of its own subcontractors.
- 20) **Main Services:** the Services consisting in collection, transport and delivery of the Parcels.
- 21) **Mobile Application:** the application dedicated to mobile devices (smartphones, tablets), downloadable via the links available on the Website, Google Play or App Store, which supports the processes relating to the management of a Parcel collected and delivered by the Operator, the use of which is possible exclusively after registering by creating an account. You can also purchase a Service through the Mobile Application.
- 22) **Operator:** Locker InPost Italia s.r.l., with registered office in viale Cassala, 30 - 20143 Milan, entered into the register of enterprises kept by the Trade Register of Milan-Monza-Brianza-Lodi, VAT no. 08568700960, – share capital Euro 110,000 i.v., certified email address: lockerinpostitaliasrl@legalmail.it.
- 23) **Parcel:** an item received by the Operator from the Sender for delivery from the Pick-up Point to the Delivery Point.
- 24) **Paczkomat® Device:** a device belonging to InPost network equipped with lockers from which the authorized person can send or collect a Parcel.. The network of Paczkomat® Devices may contain machines in particular with the following characteristics:
 - i. Paczkomat® Devices available 24 hours a day, 7 days a week,
 - ii. Paczkomat® Devices with limited time availability due to their location, in particular in premises with limited opening hours.The respective Paczkomat® Device may combine the features of one or more of the abovementioned characteristics. A completely updated list of Paczkomat® Devices with information about their characteristics and functionality, even in addition to those indicated above, is available on the Website. For this reason, users are required to consult the list before using the Service.
- 25) **Pick-up Point:** a PUDO or Paczkomat® Device located in the Republic of Italy from which the Parcel is sent by the Sender.
- 26) **Postal Law:** laws and regulations applicable to postal services in Italy.
- 27) **Price List:** a document, which determines the price of the Services, and a list of additional fees, available on the Website.
- 28) **PUDO:** a parcel service point located in a commercial or service facility or another designated location, enabling the collection or sending of a Parcel.
- 29) **Recipient:** a person, including Consumers, entitled to collect the Parcel.

- 30) Services: the Main Service and Additional Services connected with the Main Service provided according to the provisions of these Terms & Conditions.
 - 31) Sender: any person, including Consumers to whom the Operator provides the Service on the basis of these T&C, without concluding a separate agreement.
 - 32) Services' Charter: the document published by the Operator pursuant to Regulations of the Italian Authority for Guarantees in Communications ("AGCOM") as currently in force, which can be accessed at the following weblink inpost.it/en/service-card.
 - 33) Terms & Conditions or T&C: these terms and conditions and any appendices attached thereto, as applicable as at the date of ordering the Service.
 - 34) Website: the Website of the Local Company performing the Services on behalf of the Operator in the Country of Destination, available at: inpost.pl.
-

§ 3. Scope of the Services

- 1. The Operator provides the Service exclusively from the Country of Pick-Up to the Country of Destination and specifically at locations where the Operator has the Pick-up Point and the Local Company located in the Destination Country has the Delivery Point.
 - 2. The Services are provided on Business Days. The Parcels' delivery time is counted on Business Days, starting from the first Business Day following the day on which the Parcel has been consigned by the Sender at the Pick-up Point. For example, if a Parcel is posted at the Pick-up Point on Monday, the Operator picks it up on Tuesday, and Tuesday is the day from which we start counting the delivery time, so if this delivery time is, for example, D+5, Tuesday is considered day "D" (day „0") when the pick-up occurs.
 - 3. The Services provided are specified in these T&C, in the Price List or on the Website.
 - 4. PUDOs and Paczkomat® Devices are available on certain days and within certain operation hours in accordance with the list published on the Website on page: inpost.pl/en/find-location. The Website also contains information on the required dimensions of the Parcels that can be accepted for shipment at the PUDOs and Paczkomat® Devices, whenever such dimensions differ from those set out in §4, and any information on the inability to provide Services through PUDOs and Paczkomat® Devices.
 - 5. The Operator indicates if certain Paczkomat® Devices or PUDOs (i) are not available to provide Services for Parcels of all the dimensions and weights indicated in these T&C, (ii) cannot perform some Additional Services, (iii) operate on different terms with regard to their operating hours or (iv) operate on different conditions and functionalities as to the Services offered through them. That is why the Operator recommends that the Sender, before selecting the Paczkomat® Device or PUDO as Pick-up Point or Delivery Point, should verify the characteristics of the selected Paczkomat® Device or PUDO, including, for example, the terms and hours of operation, the compatibility with the use of the Mobile Application, so that their selection corresponds to the preferences of the Sender and/or the Recipient. An up-to-date list of Paczkomat® Devices or PUDOs with information about their characteristics is available on the Website. Selection of the appropriate Paczkomat® Device or PUDO is at the Sender's risk and responsibility.
 - 6. The Operator does not offer the printout of documents related to the Services performed but provides the Sender with the electronic version of such documents, including payment confirmation. The Sender may, on his/her own, archive and print out documents indicated in the previous sentence.
-

§ 4. Requirements concerning the Parcels

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

Parcel size categories	Minimum height of the Parcel (in mm) including packaging	Maximum dimensions of the Parcel (in mm) including packaging (height x width x length)	Maximum weight of the Parcel [in kg]
"A" size	1	80 x 380 x 640	25
"B" size	81	190 x 380 x 640	25
"C" size	191	410 x 380 x 640	25

2. In the case of Parcels for shipment size categories „A” and „B”, the height of a Parcel is its shortest side, and in the case of a Parcel for „C” category, such Parcel's height is the middle length side, i.e. side that is neither the shortest nor the longest side. The presented images are illustrative. The dimensions given are rounded up to the nearest whole integer if the value after the decimal point is equal to or more than 5 tenths (e.g. 19.59 = 20.00), or down if the decimal value is less than 5 tenths (e.g. 19.40 = 19.00).
3. It is prohibited to include in Parcels items forbidden by the laws of all Countries involved in the transport of the Parcel and by Appendix no. 1 of these T&C.
4. In addition, the Operator will not accept Parcels containing any other objects which, despite not being mentioned in Appendix no. 1, cannot, in the Operator's judgment, be transported safely or legally. In the event of a reasonable suspicion that the Parcel is the instrument of a crime, or its content poses a threat to people or the environment, the Operator will immediately notify the relevant authorities and shall retain and secure the Parcel until such authorities have inspected it. In other cases, the Operator has the right to refuse attempts to deliver to the Recipient a Parcel with unacceptable content and shall return it to the Sender on the terms specified in these T&C. In this case, the cost of the return is conventionally determined as equal to the price of the Service not performed and will be offset against the latter. Moreover, the Operator reserves the right to charge an additional extra charge indicated in the Price List.
5. The Sender bears full responsibility for placing goods which are sensitive to temperature changes and not resistant to low and high temperatures or other variable atmospheric conditions (atmospheric pressure, humidity, etc.) in the Parcel. The Operator declares that the temperature inside the Paczkomat® Device is close to the ambient temperature, but in periods of high sunlight or higher ambient temperature, it may even significantly exceed the ambient temperature, or its temperature may decrease due to frost or lower ambient temperature.
6. The Parcels must be properly and safely packed by the Sender, i.e. in a manner that makes it impossible to open the Parcel without damaging the packaging (e.g. tearing the adhesive tape, cutting the cardboard), prevents damage and/or loss of its content and damage and/or loss of other shipments in transport, as well as in a manner not endangering the safety of persons employed by the Operator when performing Services.
7. The Sender guarantees that the packaging of the Parcel is appropriate for its content, that it is adapted to its content, in particular, it takes into account properties of its content, atmospheric conditions and other circumstances that may affect the condition of the packaging of the Parcel, also after its acceptance by the Operator, including the circumstances related to the transport of the Parcel by the Operator. Additionally, the Label should be placed on a Parcel in a way that ensures that it will not peel off or accidentally break off. Detailed duties of the Sender and rules for securing the content of Parcels and their packaging are available in the document entitled InPost International's Rules for preparing and packing Parcels, the updated version of which is available on the website at <https://inpost.pl/en/rules-and-regulations#other-documents>. This document could be amended by the Operator from time to time in accordance with the rules described in it, and its amendment does not constitute a change to these T&Cs.
8. The Operator accepts only the Parcels of a standard shape (cube, rectangular, polygonal mailers). It is not allowed to send Parcels of non-standard and irregular shape, Parcels with protruding elements or wrapped in a material preventing untroubled movement on the conveyor belt.
9. The Operator may conditionally accept the shipment of the Parcel of non-standard and irregular shape, if it is within determined limits of dimensions and weight.
10. The Operator reserves the right to charge an additional extra charge – indicated in the Price List – in the case of acceptance for the shipment of the Parcel of non-standard and irregular shape and in case of inadequate labelling.
11. Oversized Parcels:
 - 11.1 In case of an Oversized Parcel, i.e. a parcel exceeding any of the said dimensions or weight specified for the “C” Size category, pursuant to the provisions of paragraph 1 above, the Operator, at its own discretion, reserves the right to refuse to deliver the Parcel to the Recipient for any reason (e.g., the Courier refuses to pick-up the Parcel from the Pick-up Point and/or, after the Parcel has been picked-up, the staff of the Operator or the Local Company, as its subcontractor, refuses to accept the Parcel because of its size) and return it to the Sender on the terms specified in these T&C. In this case, the cost of the return is conventionally determined as equal to the price of the Service not performed and will be offset against the latter.
 - 11.2 In case the Operator decides to take delivery of the Oversized Parcel anyway, the procedure is as follows:

- the Recipient will be contacted by phone to determine a new place of delivery for the Parcel and 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, the Sender will be contacted to determine the delivery address. Establishing this address will be treated as a change of address at the Sender's request, or
- an e-mail will be sent 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 will be the one provided by the Sender.

The contact by phone or e-mail will be made within 48 hours of sending the message indicating the detection of the Oversized Parcel, then the Recipient or the Sender have 48 hours to provide the delivery address for the Parcel. If the address is not provided during this period, or in case of inability to contact the Sender by phone, the Parcel will be returned to the Sender.

The Parcel will be returned also if:

- the addressee refuses to accept the Parcel, or
- if the address provided does not meet the requirements referred to below.

The delivery address must be located within the administrative boundaries of the town/village in which the Operator's branch assigned to the Paczkomat® Device (originally selected by the Sender as the place of the Parcel delivery) is located. In addition, this address must include:

- the full name of the Recipient,
- the street (square, avenue),
- building/unit no.,
- postcode,
- city/town/village,
- the Recipient's mobile phone number.

The Operator will do its best to deliver the Oversized Parcel within 2 (two) 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 (five) Working Days from the date of receiving the data.

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.

In case of:

- absence of the Recipient at the address at the time of delivery, or
- absence of a person entitled to collect the Parcel,

the Operator will try to contact the Recipient by phone to arrange a second attempt of delivery on the same day. In case of failure to make contact or deliver the Parcel on that day, the Operator 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, will be left a missed delivery notice in paper form, SMS, e-mail, or via the Mobile Application informing that the Parcel can be collected within 72 hours at the place and time specified in the notice. 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, the collection period will be extended by 24 hours for each such day. After the said collection period has elapsed, the Parcel will be returned to the Sender. 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. 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. The delivery of the Parcel will be confirmed 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. 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 the Operator at a PUDO. Verification requires only the telephone number and the said code.

If a Parcel to be delivered weighs more than 30 kg, 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. If the Parcel is not delivered on a pallet and weighs from 30 to 50 kg, it will be delivered 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. 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. It is recommended that the Recipient have the appropriate resources to be able to process the delivery in accordance with the rules above.

12. Undeliverable Parcels: the Parcel is considered undeliverable and transferred to the Operator's Undeliverable Parcel Warehouse in the case of:

- missing or wrong Recipient's address, or
- 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.

Depending on the Undeliverable Parcel Warehouse in the given country where the Parcel ends up, it will be handled according to the following rules:

- **Italy:** without prejudice to the provisions of mandatory Italian law, the Undeliverable Parcels are stored in the Undeliverable Parcel Warehouse. The Sender/Recipient may request that the Parcel be returned to the Pick-up Point used by the Sender in Italy (Paczkomat® Device or PUDO point);
- **Poland:** the Operator 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. 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:
 - Correspondence and its packaging will be destroyed in a way that prevents retrieving any information from the Parcel and its packaging, not earlier than 60 days after opening the Parcel.
 - The remaining contents of the Parcel and its packaging will be destroyed in such a way that the information from the Parcel and its packaging cannot be retrieved, not earlier than 12 months after opening the Parcel. If the Operator receives a complaint related to this Parcel before the end of this period, contents and packaging cannot be destroyed until the response to the complaint is final.

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 will not be destroyed. As for all these things, the provisions of the Polish Found Goods Act and the provisions of the Polish Civil Code will apply.

13. If the Sender provides the Operator with items that have already had excise duty paid, the Sender must follow all relevant regulations, especially those related to traceability. The Sender warrants that he or she can prove, if necessary, that he or she is properly fulfilling these obligations and that such obligations are beyond the Operator's responsibility.

§ 5. Prices and payments

1. The prices of the Services provided by the Operator, as well as any additional charges and surcharges, are specified in the Price List and they are expressed in Polish zloty (PLN).
2. Only the version of the Price List which is in force on the day when the Service is ordered is binding.
3. The fee for the Service ordered is deemed to have been paid when the Sender, using the Form, makes the payment for the Service in conformity with the Price List in force at that time. The payment cannot be made during the Parcel's shipment either at the Paczkomat® Device or at the PUDO.
4. The Service can be paid for only in advance, upon finalizing the Service order in the Form, through the payment operator with whom the Operator has concluded the respective agreement for the processing of payments, by filling out the payment forms made available by said payment operator.
5. The Sender is required to dispatch the Parcel within 30 (thirty) calendar days from the date of payment for the order. Upon expiry of this period, the order lapses. The Sender is entitled to submit a refund request for an unused label within 30 (thirty) calendar days from the date of payment, via the form available on the Website: inpost.pl/formularz-kontaktowy-chce-otrzymac-zwrot-srodkow-za-niewykorzystana-etykieta.

6. After the Sender uses a Label to order a Service, upon the Service's completion the Sender shall automatically lose his or her right to withdraw from the Contract concluded for the purchase of the Label and to receive the reimbursement of its price.
7. The invoice will be sent to the Sender's e-mail address thereby indicated in the Form. A copy of the invoice issued to a Sender with an Italian Fiscal Code will also be available on the Revenue Agency portal. No invoice can be issued to a company.
8. All reimbursements of the price paid for the Service by the Sender provided for in these T&C shall exclusively be performed by money transfer back onto the same payment instrument (i.e. the same bank account, debit card, credit card, etc.) which the Sender already used for the payment of the Service, except in the event of the Sender's waiver of the right to lodge a complaint in favor of the Recipient. Differently, reimbursements for the compensation referred to in art. 13 will be made via credit to the Sender's or Recipient's bank details, which the Operator will request from the aforementioned if the complaint is accepted.
9. The Operator does not apply individual Service price adjustments for Consumers. In particular, the Operator shall not apply individual Service price adjustment for Consumer on the basis of algorithms based on activities of the Consumer (including past ones) or their preferences. In fact, the Operator does not conduct automated decision-making processes.

§ 5-bis. Payment methods

1. The Sender can fulfill his or her payment obligations by means of the payment methods hereafter specified, provided that the Operator can at all times exclude one or more of such methods or provide others by so indicating on the Website and/or in the Mobile Application or with other appropriate means of communication before the performance of the payment:
 - a) credit card;
 - b) debit card.
2. With particular regard to credit cards, the Operator accepts Visa and Mastercard.
3. In case of payment via credit card, the Sender shall perform the payment subject to the indication of such card's number, expiry date and three-digit security code shown on the card's back side.
4. The payment shall be considered complete following the successful outcome of the transaction and the conclusion of the order procedure.

§ 6. Operator's rights

1. The Operator can unilaterally terminate the Contract, refuse to perform the Services or discontinue them, respectively pursuant to sections 1456 and 1460 of the Italian Civil Code, if:
 - 1) the Sender fails to fulfill the requirements specified in these T&C, in particular as regards the prohibited content of the Parcel listed in Appendix 1 and the packaging rules;
 - 2) the content or the packaging of the Parcel exposes third parties, the Operator, other Parcels or the environment to potential or actual claims or damages;
 - 3) there are texts, images, drawings, or other graphic signs on the packaging of the Parcel or in visible parts of its content that violate the Applicable Law;
 - 4) the collection or transport of the Parcel is forbidden pursuant to the Applicable Law;
 - 5) the Sender defaults with payments for the Services provided by the Operator.
2. Verification of the possibility of delivering the Parcel without destroying or damaging its contents is made only on the basis of the Parcel's properties that can be seen by the Operator from the outside of its packaging.
3. If the Operator unilaterally terminates the Contract, refuses to perform the Services or discontinues them for reasons specified in paragraph 1 above, the accepted Parcel is returned to the Sender at the Sender's expense, in accordance with the Price List. In the event of termination of the Contract and interruption of the Service the fee paid for the Service will be offset against the payment due to the Operator for returning the Parcel to the Sender.
4. No presumption of compliance of the content of the Parcel with these T&C shall arise from the Operator's acceptance of the Parcel from the Sender.

5. The Operator, also through its subcontractors and Local Companies, reserves the right to conduct controls of the Parcel at each stage of Service provision, whenever there is reasonable cause (for example, if the Parcel's content is visible because the packaging is damaged or suspicious odors are emitted) to suspect non-compliance with these T&C or potential security risks. Following the inspection, the operator reserves the right, pursuant to paragraph 1 above, to either (i) refuse the Parcel, (ii) accept the Parcel, (iii) terminate the Contract, thus stopping the provision of the Service and returning the Parcel to the Sender at his/her expense (in this case, the cost of the return is conventionally determined as equal to the price of the Service not performed and will be offset against the latter), or (iv), in exceptional and justified situations, pursuant to the Applicable Law, destroy the content of the Parcel, especially if it constitutes a threat to people or other Parcels.
6. In a situation where the content or defective packaging of the Parcel results in:
 - 1) the need to adopt special measures to protect the Operator's property, including by destroying the content of the Parcel or by requesting services of third-parties having specialist tools for the destruction, disposal or protection of the content of the Parcel which does not comply with these T&C, also when such protection is necessary to allow the continuation of the work of the Operator's staff or subcontractors during transport, sorting and delivery of the Parcel; or
 - 2) physical injury of the staff of the Operator or of its subcontractors that causes health impairment of an employee or interruption of work performed by such personnel in order to receive medical treatment; or
 - 3) the need to evacuate employees from the building or rooms of the Operator or of its subcontractors or the need to permanently or temporarily leave means of transport (including vehicles) carrying the Parcel, as well as tools used for transport, delivery or storage of such Parcel; or
 - 4) damage to the Parcel of another Sender in the process of movement, transport, sorting or delivery of the Parcel;
the Operator can claim compensation for damages pursuant to the Applicable Law.
7. In the event that the packaging of the Parcel is damaged to such extent that it may cause further damage to the Parcel or loss of its content, the Operator - in order to continue performing the Services - can protect the Parcel against further damage or loss (including by repackaging the Parcel). If the damage to the packaging of the Parcel is so far-reaching that it makes it impossible to continue performing the Service, the Operator will return such Parcel to the Sender, subject to the terms set down in these T&C.

§ 7. Sending Parcels

1. The Operator enables the Sender to ship Parcels with the Italy to Poland within Polish Channels functionality, which can be used through the Form, on the terms specified in the following paragraphs.
2. When ordering the Service through the Form, the Sender is obliged to provide the following details of the Sender and of the Recipient: name and surname, e-mail address, mobile phone number and invoicing address (only for the Sender). The Sender is responsible in case of provision of incorrect details.
3. The sending of the Parcels via Paczkomat® Devices, as well as selected PUDOs, is allowed. An up-to-date list of places enabling the sending of Parcels, including their opening hours and characteristics, can be found on the Website at the following link: inpost.pl/en/find-location.
4. When sending the Parcel via the Paczkomat® Device, the Sender follows the instructions and the procedure, published on the Website or in the Mobile Application and directly displayed on the screen of the Paczkomat® Device. Before the Parcel is shipped via the Paczkomat® Device, the Operator provides the Sender with these T&C in electronic form, also by indicating the link to the Website where these T&C are published. Each Parcel can be placed in the Paczkomat® Device only once. Each Label can only be used for one Parcel. In justified situations, the Operator may reinsert the Parcel into a Paczkomat® Device, e.g. in the event of a malfunction of the Paczkomat® Device or damage to the box. The Sender can put only one Parcel in each compartment of the Paczkomat® Device.
5. The Sender is responsible for the proper preparation of the Parcel, including: the use of proper packaging, permanent closure of the packaging and generation, printing and permanent affixing of the Label to the packaging of the Parcel. A separate Label should be prepared for each Parcel sent, which is necessary for the proper handling of the Parcel delivery process by the Operator. Parcels incorrectly prepared, without a Label or with an illegible Label will not be accepted or will be returned to the Operator's Depot.

6. The Sender is responsible for the provision of correct and complete details of the Recipient as well as for the correct preparation of the Label, which shall be accomplished by the Sender by providing at least the appropriate mobile phone number and e-mail address of the Sender, the mobile phone number and the e-mail address of the Recipient, the size of the Parcel, as well as by selecting the method of Parcel shipment while taking into account: 1) the weight and dimensions of the Parcel, 2) the scope of any Additional Services ordered as part of the Service and 3) restrictions on the Pick-up Point or Delivery Point as to the aforementioned points no. 1) & 2), if such restrictions were listed by the Operator on the Website and in the Mobile Application before the Service. Failure to provide correct data and/or to properly label the Parcel may result in the inability to perform or improper performance of the Service.
7. The Sender shall:
 - 1) read and understand the list of forbidden items that may not be included in the Parcel under the Applicable Law and the provisions of these T&C,
 - 2) not put inside the Parcels items that are prohibited under the Applicable Law and/or these T&C;
 - 3) enter only true and correct data of the Sender and of the Recipient of the Parcel;
 - 4) assume full legal responsibility, also under the penal Applicable Law, in case of false, incorrect or misleading statements as to the content of the Parcel and the data of the Sender and the Recipient of the Parcel, as well as in case of consignment of a Parcel containing prohibited items under the Applicable Law and these T&C.
8. The Label generated is valid for 30 days calculated from the time of charging the fee thereof. After said deadline, it is not possible to ship the Parcel with the same Label via a Pick-up Point.
9. In order to send a Parcel, the Sender shall be obliged to indicate the Recipient's mobile phone number to enable notification of the Recipient about the sending of the Parcel and the Delivery Point. Additionally, the Sender may provide the address details and e-mail address of the Recipient. The provision by the Sender of telephone numbers (Sender and Recipient) and e-mail addresses (Sender and Recipient) is necessary for the Operator to provide the Service, and these data are used to communicate with the Sender or the Recipient when performing the Service, in particular to inform the Recipient about the possibility of collecting the Parcel. The Sender declares and guarantees that he has been authorized by the Recipient to communicate his personal data to the Operator for the execution of the Service.

§ 7 bis. Delivery Time and Parcel Storage

1. The Operator delivers Parcels to a PUDO or Paczkomat® Device in Poland in accordance with the following delivery time rules.
2. The estimated delivery time is 5 (five) Business Days, is displayed on the Platform, and is provided for information purposes only. The Operator shall use its best endeavours to deliver the Parcel within that time, while undertaking to deliver the Parcel within a maximum of 11 (eleven) Business Days.
3. The delivery time is calculated from the next Business Day following the day on which the Sender dispatches the Parcel. Collections and deliveries are carried out from Monday to Friday. The Operator reserves the right to deliver Parcels on other days as well.
4. Public Holidays applicable in the Country of Pick-Up, the Country of Transit or the Country of Destination shall not be counted towards the delivery time, nor shall any days on which Force Majeure events occur or strikes involving blockades of public roads by parties other than the Operator and its subcontractors take place — provided that such events affect the transport of the Parcel.
5. The Parcel is typically stored at the originally selected Delivery Point. However, certain circumstances may require it to be stored at temporary locations. The Parcel storage time (referred to as the “Storage Period”) varies depending on the Delivery Point—whether it is the original or a temporary location is as follows:
 - 5.1 Originally Selected Point: once a Parcel is correctly dispatched, the Operator undertakes to the Sender to provide the Services. The Parcel will be handled between the place of pick-up (e.g., Paczkomat® Device from which the Parcel was sent) and the place of delivery (e.g., the target Paczkomat® Device). After placing the Parcel in the Paczkomat® Device or PUDO, the Recipient receives an SMS, e-mail, or message in the InPost Mobile Application (if the Recipient uses this App) about the possibility of collecting the Parcel within:
 - 48 hours (if the Parcel is waiting in the Paczkomat® Device) or
 - 72 hours (if the Parcel is waiting at a PUDO or in the Paczkomat® Device available in limited hours).

This message indicates the pick-up location and the pick-up code for the Parcel. If the Parcel is not collected within:

- 36 hours from receiving the above message (for Paczkomat® Device or PUDO), or
- 48 hours (for Paczkomat® Device available in limited hours),

the Recipient receives another SMS, e-mail, or a message in InPost Mobile Application (if used by the Recipient), reminding about the possibility of collecting the Parcel within the remaining:

- 12 hours (for Paczkomat® Device),
- 24 hours (for Paczkomat® Device available during limited hours) or
- 36 hours (for PUDO).

If the Parcel is not collected within the above deadlines, the Operator will treat it as uncollected and return it to the Sender. If the Parcel destination is a Paczkomat® Device or PUDO available during limited hours and on the date of the original pick-up date these facilities were closed, the Operator will extend the original pick-up date by 24 hours for each day. The above-mentioned notification rules (including the collection period expiry) will apply to such extended period. The Operator will notify of the collection deadline extension via SMS, e-mail or a message in InPost Mobile Application (if the Recipient uses this app).

5.2 Extension of the Parcel Collection Period: when a Parcel arrives at a Paczkomat® Device, the Recipient may extend its storage period in that device via the Mobile Application. In such case:

- the Operator provides the Recipient with the possibility of extending (for a charge) the original collection period of a Parcel placed in a Paczkomat® Device by additional 24 hours, according to the following rules:
 - extension of the Parcel collection date can be ordered in the InPost Mobile Application,
 - 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 Paczkomat® Device or PUDO 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),
 - 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),
 - 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,
 - 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). Thus, this service does not apply to other collection deadlines, for example “storage” of the Parcel in the manner described next.
 - 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,
 - it is possible to pay for the service only via InPost Mobile Application, using the payment methods available in this app,
 - the Recipient will receive confirmation of the collection deadline extension by e-mail or via InPost Mobile Application. The extended, total time for picking up the Parcel will be visible in the “Parcel Details” tab in InPost Mobile Application,
 - if the Recipient uses the extension of the collection deadline, the Operator will notify the Recipient via InPost Mobile Application 12 hours before the extended collection deadline expires. The notification will remind about the need to collect the Parcel from the Delivery Point, regardless of the type and location of the Delivery Point,
 - 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 Paczkomat® Device or PUDO is not possible, the Operator will not add additional 24 hours to make up for such a day.

5.3 Temporary Points: Parcels may be stored in a temporary PUDO or Paczkomat® Device if delivery is prevented by:

- Overfilling the Paczkomat® Device originally selected for delivery,
- Technical failure, shutdown or maintenance of the system handling the Paczkomat® Device originally selected for delivery,
- Overfilling the PUDO originally selected for delivery, its temporary shutdown or closure,

- The Recipient's behavior at a Paczkomat® Device or PUDO, 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® Device or PUDO originally selected for delivery, within the deadlines indicated in this article, then the Operator will place the Parcel for storage in a temporary PUDO or temporary Paczkomat® Device, which will be located no more than (2) two kilometers "as the crow flies" from the PUDO or Paczkomat® Device originally selected for delivery.

The Parcel storage time is as follows:

- 1 calendar day after the day on which the Parcel was placed at a temporary PUDO or temporary Paczkomat® Device, or
- A Bank Holiday and Bank Holidays immediately following, if the days follow the day of placing the Parcel in a temporary Paczkomat® Device (in this case, storage may take place only in a temporary Paczkomat® Device), or
- 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® Device).

"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).

Once stored the Parcel, the Operator notifies the Recipient via SMS, e-mail, or InPost Mobile Application (if the Recipient uses this app) of:

- Placing the Parcel in a temporary PUDO or temporary Paczkomat® Device,
- The end of the Storage Period (which means that the Parcel will be delivered to the PUDO or Paczkomat® Device originally selected for delivery),
- Placing the Parcel at the PUDO or Paczkomat® Device originally selected for delivery (after the end of the storage).

During the Storage Period, the Operator offers the possibility of collecting the Parcel from the storage place (temporary PUDO or temporary Paczkomat® Device, excluding periods when these facilities are out of service). If the Recipient does not collect the Parcel during the Storage Period, the Operator 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.

- 5.4 If the Operator needs to use the storage function due to maintenance of systems supporting PUDO or Paczkomat® Devices 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. The Operator will notify of any planned maintenance at least 7 days before it starts by posting a message on the Website and, if possible, e-mail, SMS or InPost Mobile Application.
- 5.5 However, in a situation when after the end of the Parcel storage, the Recipient's behavior at a Paczkomat® Device or PUDO again violates the rules of social coexistence so much that the Courier cannot safely perform their duties, the Operator 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.
- 5.6 In the process of Parcel delivery, so-called "forced situations" may occur. "Forced situation" means overfilling the Paczkomat® Device originally selected for delivery, its failure, shutdown or maintenance of the supporting system. If the Operator has applied the storage procedure and the forced situation persists, or if the Operator could not deliver the Parcel in the normal course (or through its storage) due to force majeure, then the Operator can deliver the Parcel:
- 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® Device or PUDO). In the event the Recipient objects to such delivery or the required address is not provided, the Operator will return the Parcel to the Sender, informing the Recipient about it, or
 - At the originally selected place of delivery (Paczkomat® Device or PUDO), with the use of the so-called Mobile Paczkomat® Device, from which the InPost Courier releases the Parcels.

§ 8. Movement and tracking of the Parcels

1. The Parcel will be transported from the Pick-up Point located in the Country of Pick-Up to the Delivery Point located in the Country of Destination.
2. After a Parcel is placed in the Delivery Point, the Recipient receives a pick-up code via SMS, email, or InPost Mobile Application (if Recipient uses the app). This code may also be a QR code. Notifications are sent if the app is installed on a device with a SIM card registered with the Sender.
3. Parcel collection is possible either by entering the pick-up code or by scanning the QR code using the code reader available in the Paczkomat® Device.
4. Please note that in the Paczkomat® Device screenless type parcel collection is only possible by scanning the QR code.
5. If the pick-up code is lost, it can be recovered by contacting the helpline at 722-444-000 or 746-600-000. The recovered code is sent via SMS or e-mail to the registered data, unless the recipient reports the phone as stolen or lost. In such cases, the parcel is returned to the Sender, subject to applicable fees.
6. Sharing authorization data is at the recipient's own risk. Anyone who receives this data is considered authorized to collect the Parcel.
7. Collection Instructions:
 - 1) From Paczkomat® Device: follow the on-screen instructions at the Paczkomat® Device. If using the InPost Mobile Application, also follow the app instructions. Parcels are released upon providing correct authorization data. InPost Mobile Application users can remotely open the box, though GPS limitations may affect this functionality. It's recommended to open the Paczkomat® Device directly at the location to ensure it's the correct one.
 - 2) From PUDO: follow instructions from service point personnel, with Parcels handed over during operational hours.
8. If the Recipient fails to collect the Parcel within the above indicated time limit, the Parcel will be considered not collected and will be sent back to the Sender.
9. The Sender assumes the risk of the Recipient's failure to collect the Parcel. In this case, the fee paid for the Service will be offset against the payment due to the Operator for returning the Parcel to the Sender. The Operator reserves the right to charge the Sender all the costs incurred for the return.
10. Verification of the Recipient at the PUDO is based on the Authorization Data specified above.
11. By entering the shipping number of the Parcel on the Website at inpost.pl/en/find-parcel or on the Mobile Application it is possible to track the current delivery status of the Parcel. Tracking is possible from the moment of registering the Parcel in the Operator's system until it is collected by the Recipient or returned to the Sender.

§ 9. Delivering the Parcels

1. The Operator distinguishes separately the moment of the Parcel's delivery, on the one hand, and the moment at which the performance of the Main Service is completed, on the other hand (including the fulfilment of the conditions regarding the maximum delivery times), in accordance with the following:
 - 1) Parcel is deemed delivered when the relevant compartment in the Paczkomat® Device is opened by a person who has the Authorization Data, or - if the delivery is made at the PUDO - at the time when the Parcel is collected by such a person, and
 - 2) Main Service is deemed to be completed upon enabling the Recipient to collect the Parcel pursuant to these T&C, which shall be the case upon delivery of the Parcel at the Delivery Point. The moment at which the Parcel is placed in the Delivery Point is also the basis for the determination of whether the Operator has observed the maximum delivery time.
2. After placing the Parcel in the Delivery Point, the Operator notifies the Recipient of this fact by means of a text message (SMS) or by e-mail or via the Mobile Application. Recipients using the Mobile Application will receive a message informing them that the Parcel is ready for collection, along with the Authorization Data stored in the application, if the Mobile Application is installed on a device using a SIM card containing the phone number associated with the Mobile Application and the Parcel to be collected.

3. If the Authorization Data is lost, it can be recovered by contacting the Helpline. The recovered code is sent via SMS or e-mail to the registered data, unless the Recipient reports the phone as stolen or lost. In such cases, the Parcel is returned to the Sender, subject to applicable fees.
4. Recipients that use the Mobile Application can remotely open the box, though GPS limitations may affect this functionality. It is recommended to open the Locker directly at the location to ensure it is the correct one.
5. The Recipient bears the risk and full responsibility related to transferring the Authorization Data to other people. It is understood that a person who receives the Authorization Data is authorized by the Recipient to collect the Parcel on behalf of the Recipient.
6. The Operator will not deliver any Parcels to PO boxes of Poczta Polska S.A.
7. If more than one Parcel is to be placed in the Paczkomat® Device for the same Recipient, the Operator reserves the right to place all or some of the Parcels in one box. The Recipient will be notified about this.
8. The Recipient can request the delivery of the Parcel to the so-called “Easy Access Zone”. This is the part of the Paczkomat® Device 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 request shall be done only after the Parcel has been registered in the Operator’s systems and 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,
 - 2) 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”,
 - 3) The Parcel can be placed in the “Easy Access Zone” only if an appropriate box in the Paczkomat® Device is free.
9. After the expiry of the deadline for the collection of the Parcel, the Recipient may still be able to collect the Parcel, but only until the time when the Parcel is collected by the Courier to initiate the Parcel's return process. However, the Operator – for reasons related to the logistics of receipt and delivery of Parcels – does not guarantee this possibility or a specific time when the Parcel, in relation to which the collection deadline has expired, can still be retrieved by the Recipient.
10. The Operator may inform the Recipients, at their request, about the identity of the Parcel Sender before the Parcel is delivered. In special circumstances, the Operator may also provide general information why the Parcel could not be delivered. However, the Operator 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, the above information could be provided only in the cases specified by the Applicable Law.co

§ 10. Returns of Parcels

1. The cost for any returns of uncollected Packages or Packages that cannot be delivered or returned (even in the event of termination of the Contract for reasons attributable to the Sender) is conventionally determined as equal to the price of the Service not performed and will be offset against the latter. The Operator reserves the right to charge the Sender other extra-costs as provided in these T&Cs.
2. Parcels are returned as follows:
 - 1) to the Paczkomat® Device from which the Parcel was picked-up by the Operator;
 - 2) to the PUDO from which the Parcel was sent by the Sender, even if such a PUDO does not constitute a Delivery Point (in accordance with the information about this PUDO available in the list of such points on the Website).
3. Collection of returned Parcels by the Sender takes place on principles analogous to the delivery thereof.
4. In the event that it was not possible to complete the Services due to the Recipient’s failure to collect the Parcel from the Delivery Point, the Operator will collect the unclaimed Parcel from the Delivery Point and return it to the Sender. The Sender assumes the risk of the Recipient’s failure to collect the Parcel. In this case, the cost of the return is conventionally determined as equal to the price of the Service not performed and will be offset against the latter. The Operator reserves the right to charge the Sender all the costs incurred for the return.

§ 11. Operator's liability and complaints

1. The Operator is responsible for damage or destruction of the Parcel only during the period from the moment of sending the Parcel through a Paczkomat® Device or PUDO by the Sender until the moment of releasing the Parcel through the Paczkomat® Device or PUDO or directly to the Recipient (or a person authorized to collect the Parcel).
2. The Operator is 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 Applicable Law (including 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.
3. Without prejudice to the above, Main Service:
 - is unperformed if the Parcel or its contents have been completely destroyed or lost,
 - is improperly performed if the Parcel or its contents have been damaged.

If, within 30 days of sending the Parcel:

- it has not been delivered, or
- the Recipient has not received information about the possibility of collecting it from the Paczkomat® Device or PUDO, - the Parcel is treated as lost.

A damage report form is available on the Website, which may be used to describe the damage to the Parcel for the purposes of filing a complaint.

It is possible to start a complaint procedure when collecting the Parcel from the box in the Paczkomat® Device. To do this, after opening the box, it is possible to select the appropriate option on the Paczkomat® Device screen or in the Mobile Application and follow the displayed instructions. As a result of that:

- The Recipient puts the Parcel back into the box so that the Operator can collect it,
 - The Operator will 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 the Operator's branch.
 - 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 the Complaints Department to evaluate the complaint submitted via the form.
4. In the event of non-performance or improper performance of the Main Service, it is possible to claim compensation:
 - 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,
 - 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,
 - 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),
 - for exceeding the guaranteed delivery date – up to twice the fee for the Main Service.

The Operator will 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, the Operator will ask the person filing the complaint to indicate what amount of compensation is requested. This does not mean that the requested amount will be paid, but the Operator will assess it according to the amounts to which the Operator is liable and to which cases this applies. In the event of non-performance of the Service, the Operator will refund the fee charged for it, regardless of the compensation that the person filing the complaint may be entitled to.

5. A person wishing to file a complaint can do so in the following manner:
- Electronically:
 - by filling out and sending a complaint form available on the Website (<https://inpost.pl/reklamacja>), or
 - to the e-mail address: bok@inpost.pl, or
 - via our MAT Chatbot, which is available on our Website, via the Mobile Application.
 - 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
 - By phone, calling +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
 - In writing or orally (confirmed in a written report) at a PUDO in Poland.
6. Any complaints submitted in any different form than those described above will not be considered. If the Operator receives a complaint in another form, the Operator will inform the person who submitted it that the Operator will not consider such a complaint.
7. The Operator assigns a unique 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 the Operator based on the data provided, which will be compared with the data in the Operator’s systems. In this way, the Operator checks 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.
10. Based on the following parcel status:
- If “sent but not yet delivered” - the Sender,
 - If “delivered” to a collection point - the Recipient unless it waives that responsibility to the Sender.
- If a complaint is made by an unauthorized person, such a complaint is deemed not to have been filed. The Operator will inform that person about this, also indicating who may file the complaint.
11. The time to submit a claim depends on the following parcel status:
- If “delivered” and the user wants to request a:
 - “damage”: the user has 7 calendar days from the delivery date.
 - “loss”: the user has 72 hours from the delivery date.
 - “late delivery”: the user has 12 months from the delivery date and must be late based on the guaranteed time delivery.
 - If “sent but not delivered”: the user has 30 calendar days from the sent date.
12. A complaint should include at least:
- 1) full 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 the Operator can contact the person making the complaint.
13. The following documents should be attached to the written complaint, and the envelope should be marked with the complaint number, 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 declaration of loss or damage to the Parcel made at the time of receipt,
 - 4) packaging of the damaged Parcel (if the Operator requests it),
 - 5) statement on invisible defects or damage to the Parcel,
 - 6) information and evidence of the Parcel shipment or delivery,
 - 7) other documents required by us that are necessary for the Operator to clarify the matter.

A complaint submitted electronically should be accompanied by copies of the documents indicated above. If necessary, the Operator may ask for the originals of those documents. If the complaint is submitted by phone, the above documents must be sent to InPost sp. z o.o, ul. Pana Tadeusza 4, 30-727 Kraków, with the note "Complaints Department"). The original document confirming the Parcel shipment is returned to the person filing the complaint, at its request. If the Operator receives reports of improper performance of the Services, even if there is no demand for payment of compensation, the Operator treats them as complaints.

14. Complaints are handled by the Complaints Department of InPost sp.z o.o, acting on behalf of and on the instructions of the Operator. The Operator 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. The deadline above is kept if the Operator sends a response to the complaint before the end of the period.
15. If the Operator does 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 Applicable Law.
16. 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.
17. 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 communicated via e-mail.
18. If the complaint has deficiencies and the Operator cannot properly examine it, the Operator will request the person who filed the complaint to supplement it within 7 days of receiving the request. The Operator will leave the complaint without examining if the person who filed the complaint does not supplement it within the above-mentioned time limit. The aforementioned period of 7 days is not included in the period for considering the complaint.
19. A response to a complaint includes:
 - 1) information that the reply is provided by the Complaints Department of InPost sp. z o.o, acting on behalf of and on the instructions of the Operator,
 - 2) whether we have acknowledged the claim or not,
 - 3) amount of compensation,
 - 4) and information when and how the Operator 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

- 6) full name and position of our employee who responded to the complaint.

A response to a complaint should additionally include:

- a. factual, where the Operator has refused to acknowledge the complaint in whole or in part,
- b. reason for retaining the Parcel, for which the Operator has reasonable suspicion that it contained crime-related items or its content posed a threat to humans or the environment.

20. If the Operator has not acknowledged a complaint in whole or in part, the person making the complaint may appeal to it within 14 days of serving the response to the complaint. If the appeal is lodged after this period, it will not be considered.
21. The Operator will consider the appeal within 30 days. The deadline will be kept if the Operator sends a response to the appeal before the end of the period. The response to the appeal must contain the same information as described above for a response to a complaint. The response must also include information about completing the complaint procedure and the possibility of pursuing claims in court proceedings.
22. The service prices and the Additional Cover amounts are stated on the Website. All Parcels are covered by Additional Cover up to PLN 5000, included in the price of the Main Service. The Operator do not offer Additional Cover for amounts higher than those indicated above.

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.

If a complaint is made about a Service which includes Additional Cover, the Operator 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) The Operator may ask the person filing the complaint for additional information, explanations, or documents to deal with the complaint as effectively as possible.
23. Compensation is paid within 30 days of the day of acknowledging the complaint. The complaint procedure is exhausted when the Operator:
- a. refuses to acknowledge the complaint, or
 - b. not paid compensation within the above-mentioned period.
24. For the complaint procedure to be exhausted, it is not necessary to lodge an appeal against the complaint.
25. If the complainant is dissatisfied with the outcome of the complaint procedure or if the Operator fails to respond, the complainant may also submit a request to initiate a conciliation procedure with the Operator, pursuant to Italian Postal Law, according to the rules set forth in the Service Charter. To this end, the complainant may seek the assistance of one of the national consumers and/or user associations. The conciliation procedure will be concluded within 60 (sixty) days of its initiation, with the preparation of a report of the outcome of the procedure.
26. If the conciliation procedure concludes with the Operator accepting the conciliation request or with the parties reaching a different agreement, payment of the full agreed-upon compensation amount precludes the possibility of submitting a complaint to AGCOM as indicated in the following paragraph.
27. If the complainant is dissatisfied with the outcome of the conciliation procedure referred to in the previous paragraph 15, he or she may submit a request for resolution of the dispute to the Italian Communications Regulatory Authority („AGCOM”), as indicated in the Service Charter. To this end, the complainant may seek the assistance of one of the national consumers and/or user associations.
28. Regardless of the recourse to any of the aforementioned remedies, the complainant may also, at any time, pursuant to the Applicable Law, sue the Operator and/or initiate with the Operator one of the alternative dispute resolution procedures provided for by the Applicable Law.
29. If, at the end of the extrajudicial proceedings, the Operator upholds the complaint or if AGCOM accepts the complainant's request, the Operator will pay the compensation due within 30 days of, respectively, the Operator's acceptance of the complaint or the issuance of the decision by AGCOM.
30. It is understood that the Sender or the Recipient do not have to go through this complaint procedure and may immediately file a claim against the Operator before the competent court according to Applicable Law.

§ 12. Personal Data

1. The Operator processes the personal data as data controller – as defined by the EU Regulation 679/2016 - and may process it pursuant to these T&C and exclusively for the purpose of execution of the Services.
2. The Operator reserves the right to monitor the activities in the vicinity of Paczkomat® Devices. The recordings may be used by the Operator to process complaints, or to make them available by the Operator at the request of the Authority, as per the Applicable Law.
3. Detailed information on the processing of personal data by the Operator is listed in the Privacy Policy of the same, available on the Website.

§ 13. Specific Consumer rights

1. The Contract for the provision of the Service using the functionality Italy to Poland within Polish Channels is a contract negotiated at a distance, as defined by article 45 paragraph 1 letter g) of the Italian Consumer Code.
2. The Consumer Sender can, pursuant to article 52 of the Italian Consumer Code, withdraw from the Contract for the provision of the Service concluded in the mode described in paragraph 1 above, within 30 (thirty) days from its conclusion, with no need to provide any justification or reason.
3. The Consumer Sender shall lose the right to withdraw from the Contract once the Operator completes the performance of the Service (as specified in article 5, par. 6 above), as per section 51, par. 8, of the Italian Consumer Code.
4. In order that the Consumer Sender withdraws from the Contract, an explicit written declaration of withdrawal from the Contract is required, which can be done: (i) on a form appended to these T&Cs as Appendix no. 2, or another explicit written declaration, sent by certified e-mail to the address lockerinpostitaliasrl@legalmail.it or via certified mail letter to the registered office address of the Operator, or (ii) using an electronic form available at Website at the link: inpost.it/en/reclamo/utente-privato.
5. In the case of the withdrawal from the Contract, the Consumer Sender will be reimbursed of the fees paid for the Services he or she ordered, using the same means of payment used by the Consumer Sender for the initial transaction, unless he or she has expressly agreed otherwise with the Operator and it being understood that the Consumer Sender shall not incur any costs as a result of said reimbursement.
6. The Operator issues to the Consumer Sender a confirmation of the Contract referred to in paragraph 1, upon receiving the order of the Consumer Sender.

§ 14. Unavailability of the Service. Emergency events

1. The Operator declares that the Service can be unavailable due to failure of the Paczkomat® Device resulting from damage caused by third parties or from temporary deactivation of the Paczkomat® Device, PUDO or payment terminals, in the case of power supply interruption. Breakdowns of the Paczkomat® Devices will be solved without delay by the Operator or by third parties at the behest thereof.
2. In case of orders of public authorities, concerning exceptional events, including regulations introducing states of emergency (state of emergency, state of natural disaster, state of epidemic or epidemic threat, martial law, war) – and as long as the occurrence of the aforesaid emergency events may threaten such values as human health and life of the Senders, Recipients, their staff or the Operator's staff or its subcontractors' staff, or may cause or causes discontinuance of the provision of Services by the Operator – the Operator may temporarily suspend or limit the provision of Services, or modify the modality of their provision.
3. Emergency events, as mentioned in paragraph 2 above, shall be understood as comprehensive of natural disasters (including draughts, earthquakes, landslides, floods and storms), war, declared or undeclared military activities, terrorist attacks, rebellions, revolutions, uprisings, military or civilian coup d'etat, unrests, riots, strikes, embargoes, biological or radioactive contaminations, lockouts, blackouts, aircraft disasters, explosions, including explosions of munitions, explosives, flammables, epidemics, pandemics, grid and network failures, including telecommunication network failures.

4. The Operator will publish the information about suspension, limitation or modification mentioned in paragraph 2 above on its Website and it can also – if the emergency event or regulations of state authorities issued in connection with that event do not hinder it – notify about this the Senders and the Recipients by means of e-mails, SMS or Mobile Application.
 5. If the date of entry into force of the suspension, limitation or modification referred to in paragraph 2 above, is not specified in the information referred to in paragraph 4 above, the suspensions, restrictions or modifications shall enter into force on the day of publication of such information on the Operator's Website, as specified in paragraph 4 above.
 6. The suspension, limitation or modification, as mentioned in paragraph 2 above, may not last longer than the duration of the state of emergency and, if such state was not introduced, not longer than the duration of the emergency event; the Operator can extend this period beyond the end of the state of emergency or emergency event, giving appropriate notice to the Sender.
 7. Shall the entitlement to suspension, limitation or modification, as mentioned in paragraph 2 above, have no grounding in legislation or orders issued by state authorities in connection with the occurrence of emergency events, this suspension or limitation of the provision of the Services under these T&C, or their modification, should be proportionate to the event or state of emergency in question, its territorial range, and the degree of threat to the interests listed in paragraph 2 above.
-

§ 15. Final provisions

1. The Sender declares to have acknowledged that the Operator has adopted its own Code of Conduct (available on the Website at <https://inpost.it/compliance>) and to undertake to adhere to the ethical and behavioral principles that the Operator has set out in the aforementioned Code of Conduct, which he or she declares to have read. The Sender also undertakes to refrain from engaging in behavior that could constitute a type of crime falling within the scope of the Legislative Decree no. 231/2001. The Sender is aware that failure to comply with the commitments defined above will result in a serious breach of the obligations set out in the Contract and will legitimize InPost to terminate the same with immediate effect, pursuant to section 1456 of the Italian Civil Code.
 2. The Operator may organize campaigns throughout the year to issue discount coupons (coupons, vouchers, etc.) for use with the Service. These initiatives will be governed by specific terms and conditions or regulations (the "Special Regulations"), which supplement these Terms and Conditions. Each Special Regulation will be made available on the Website via a direct link in advertising communications. Senders are required to consult the Special Regulations before using a discount coupon.
 3. If any provision of these T&C is invalid or unenforceable for any reason, such invalidity or unenforceability shall in no way affect or render invalid or unenforceable the remaining provisions. In the event of invalidity or unenforceability of any provision of these T&C, the Parties undertake to negotiate in good faith, in place of the invalid or unenforceable provisions, modifications or variations of these T&C that allow for the greatest possible pursuit of the intent and purpose of the invalid or unenforceable provision and, in any case, of these T&C.
 4. The appendices to these T&C constitute an integral part thereof. The appendices are as follows:
 - 1) Appendix no. 1: Forbidden Items.
 - 2) Appendix no. 2: Template of Contract Withdrawal Form, pursuant to Sections 52 – 54 of the Consumer Code.
 5. These Terms & Conditions enter into force on [..], 2026.
-

§ 16. Helpline

The Sender and the Recipient can receive quick responses and assistance on the Website at the following link:

- **From Poland:** helpline: 722-444-000 or 746-600-000 (both from landline and mobile phones, at a rate determined by the telecommunications operator that handles the connection). On the Website: inpost.pl/kontakt, where the availability times are also provided.
- **From Italy:** Freephone helpline numbers: +39 0238582894 (both from landline and mobile phones).
E-mail address: servizioclienti@inpost24.it. Customer service availability times: Monday – Saturday, 8:00 - 20:00 CEST

§ 17. Applicable Law and Jurisdiction

1. These Terms and Conditions, as well as any Contract, are governed by Italian Law, with the exclusion of conflict rules that refer to the application of a foreign law.
 2. For any dispute relating to the interpretation, validity and execution of the Contract and these T&C, as well as the execution of the Services, which cannot be resolved amicably between the Parties, the Italian judicial authorities, as well as those indicated in art. 31 par. 1 of the Convention on the Contract for the International Carriage of Goods by Road, signed in Geneva on 19 May 1956 ("CMR"), will have exclusive jurisdiction.
-

APPENDIX NO. 1 TO THE TERMS AND CONDITIONS:

FORBIDDEN ITEMS.

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

ALL COUNTRIES

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

* Poland – excludes bogeyman cartridges with a calibre of up to 6mm

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

ADDITIONALLY EXCLUDED IN ITALY

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

ADDITIONALLY EXCLUDED IN POLAND

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

Detailed rules concerning the permissible assortment and the rules for packaging and securing the contents of the Parcels are set out in the T&Cs.

APPENDIX NO 2

TEMPLATE OF CONTRACT WITHDRAWAL FORM, PURSUANT TO ART. 52 - 54 OF THE ITALIAN CONSUMER CODE

Fill and send this form only if you wish to withdraw from the Contract

Addressee:

Locker InPost Italia s.r.l., viale Cassala, 30 – 20143 Milan

Freephone helpline: +39 02 38582894 (both from landline and mobile phones)

Certified mail address: lockerinpostitaliasrl@legalmail.it

or

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

Helpline: 722-444-000 or 746-600-000

(both from landline and mobile phones, at a rate determined by the telecommunications operator that handles the connection)

I
hereby notify of our will to withdraw from the Service Contract

Date of the Contract

Full name of the Consumer(s)

Address of the Consumer(s)

Shipping number of the Parcel

Signature of the Consumer(s)
(only if the form is sent in paper version)

Date:

.....

.....