

# TERMS AND CONDITIONS FOR PARCEL DELIVERY TO POLAND PROVIDED BY MONDIAL RELAY S.A.S.U.

Last updated: 4.05.2026



MONDIAL RELAY is a simplified single-member joint-stock company with a share capital of €500,400, registered at 1 Avenue de l'Horizon, 59650 Villeneuve d'Ascq. It is registered in the freight forwarders' register of the Hauts-de-France region and in the Lille Métropole Trade and Companies Register under number B 385 218 631 ("**Mondial Relay**").

These Terms and Conditions for Parcel Delivery to Poland ("**Terms and Conditions**") are entered into between Mondial Relay, acting as a freight forwarder, and any private individual not engaged in commercial activity ("**Sender**") who arranges for the shipment of a parcel to Poland.

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## § 1. Definitions

- **Primary Service:** the parcel transport service provided by the Operator, including delivery within the territory of Poland via the InPost network.
- **Services:** all services provided by the Operator under these Terms and Conditions, consisting of the Primary Service and any supplementary services provided in connection with the Primary Service, as ordered by the Sender.
- **Agreement:** the contract concluded between the Sender and the Operator upon the Sender's placement of a service order on the Platform and its acceptance by the Operator.
- **Operator:** the company belonging to the InPost Group which, in the relevant Drop-off Country, enters into the Agreement with the Sender and is responsible for its performance — Mondial Relay
- **Platform:** the channels through which parcel delivery services to Poland are made available, including in particular the Website and the Application, collectively.
- **Website:** the website available at [inpost.pl/SzybkieNadania](https://inpost.pl/SzybkieNadania).
- **Application:** the InPost Mobile application, encompassing the services and all content, tools, and features made available to Recipients and Senders.
- **InPost Account:** an individual account held by a Sender or Recipient, enabling access to the services offered through the Application.
- **Sender:** any natural person acting for purposes unrelated to their trade, business or profession.
- **Recipient:** a person, including a Consumer, authorised to collect the Parcel.
- **Parcel:** any item or set of physical items intended to be transported by the Operator from the Sender to the Recipient.
- **PUDO / Parcel Service Point:** a parcel handling point located at a retail or service outlet or other designated premises, enabling the collection or dispatch of a Parcel.
- **Paczkomat® Parcel Locker / Parcel Locker:** a Device forming part of the InPost network, equipped with Compartments, enabling the dispatch or collection of a Parcel; available twenty-four hours a day, seven days a week, unless otherwise indicated.
- **App Parcel Locker:** a variant of the Paczkomat® Parcel Locker in which collection of a Parcel is available exclusively via the Application.
- **Compartment / Box:** a chamber within a Paczkomat® Parcel Locker or App Parcel Locker used for the storage or release of a Parcel.
- **Drop-off Country:** the country in which the Sender hands the Parcel over to the Operator.
- **Transit Country:** any country other than the Drop-off Country or the Delivery Country through which the Operator transports the Parcel in the course of providing the Services.
- **Delivery Country:** the country in which the Parcel is delivered to the Recipient.
- **Force Majeure:** external events that are unforeseeable and whose consequences cannot be prevented, including in particular natural forces (earthquakes, hurricanes, floods), as well as civil unrest, general strikes, epidemics, pandemics, military action, and acts of public authorities (import bans, export bans, blockades of borders and ports, expropriation, etc.).
- **Business Day / Working Day:** any day from Monday to Friday that is not a Public Holiday in the Drop-off Country, a Transit Country, or the Delivery Country, as applicable to the relevant stage of Service performance.
- **Public Holiday / Bank Holiday:** a day that is a statutory non-working day under the laws applicable in the Drop-off Country, a Transit Country, or the Delivery Country, as applicable to the relevant stage of Service performance.
- **Consumer:** any natural person acting for purposes unrelated to their trade, business, craft, or profession.
- **Courier:** the person who picks up or delivers Parcels. A Courier may be our employee or subcontractor.
- **Undeliverable Parcels Warehouse:** the Operator's facility to which Parcels that cannot be delivered for the reasons set out in these Terms and Conditions are directed.
- **Price List:** the document setting out the prices of the Services and the schedule of additional charges, available on the Website at [inpost.pl/regulaminy](https://inpost.pl/regulaminy).

## § 2. Basic Information on the Services We Provide

These Terms and Conditions are intended to define the rights and obligations associated with transport purchase operations ordered by the Sender through the Platform.

### 2.1 Binding Nature of the Terms and Conditions

By placing an order on the Platform, the Sender fully and unconditionally accepts these Terms and Conditions.

Derogations from the Terms and Conditions may only be made pursuant to a written and signed agreement between the Sender and the Operator.

A Sender who does not accept being bound by these Terms and Conditions may not purchase the Operator's services or make use of transport operations.

### 2.2 Amendment of the Terms and Conditions

The Terms and Conditions are available at all times on the Platform. The Operator reserves the right to adapt or amend the Terms and Conditions at any time, in view of the development of the Website, the Application and/or transport operations.

In such case, any amendments shall automatically take effect from the moment of their publication, whereby the Terms and Conditions applicable on the date of creation of the shipping label shall apply to the Sender and the Recipient.

### 2.3 Sender's Legal Capacity

The Sender declares that they:

- Are at least 16 years of age, are not subject to guardianship or curatorship, or hold the express consent of their legal guardians or parental authorisation.
- Have the legal capacity to enter into these Terms and Conditions; and
- Are not purchasing the services offered by the Operator for commercial purposes, in particular for the purpose of resale.

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## § 3. How to Order the Service?

To use the Operator's services, the Sender must complete the form provided for this purpose on the Platform, filling in all fields marked as mandatory.

Each order for the shipment of a Parcel on the Platform constitutes acceptance of the prices set out in the Price List.

### 3.1 Preparation of the Shipment

After entering the Parcel's characteristics (in particular its dimensions), the Sender must select the delivery destination for the Parcel. The Sender may choose from various delivery models (delivery to a Paczkomat® Parcel Locker or PUDO point) and must provide the Recipient's contact details.

### 3.2 Basket Validation

The Sender may access a summary of their order at any time, for as long as the order has not been finally confirmed, and may correct any errors in the details entered.

The Sender confirms their order after verifying all elements comprising the order (in particular the Parcel dimensions, the destination address, etc.) and after having read and accepted these Terms and Conditions.

### 3.3 Payment

The Sender must then complete the payment information and select a payment method, in accordance with § 8.

Upon confirmation of the order by the Sender and completion of the payment stage, we send the Sender an order confirmation email recapping the order details, containing a link to download the shipping label, and confirming that the order has been duly received.

## § 4. Under What Conditions Do We Accept Parcels?

Acceptance of a Parcel by the Operator into its network does not imply a presumption of compliance of the Parcel, its dimensions, weight, contents or packaging, and may, on the contrary, result in the imposition of sanctions as detailed in the Price List.

### 4.1 Conditions for Acceptance of Parcels

It is the Sender's responsibility to present only such Parcels as correspond to the dimensions and weight proposed and accepted by the Operator.

Parcel Size Category	Minimum Parcel Height (mm), including packaging	Maximum Parcel Dimensions (mm), including packaging (height × width × length)	Maximum Parcel Weight (kg)
Size A	21	80 x 380 x 640	25
Size B	81	190 x 380 x 640	25
Size C	191	390 x 380 x 640	25

The Sender shall provide on the Platform all information necessary for the proper transport of the Parcel. The Sender bears full responsibility for the accurate and precise declaration of such information.

For example, it is prohibited to place a Parcel in a Paczkomat® Parcel Locker if its packaging must be compressed in order to fit into the Compartment designated for Parcels of the selected size.

The Sender is required to dispatch the Parcel within 30 calendar days from the date of payment for the order. Upon expiry of this period, the order shall lapse. The Sender is entitled to submit a request for a refund for an unused label within 30 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](https://inpost.pl/formularz-kontaktowy-chce-otrzymac-zwrot-srodkow-za-niewykorzystana-etykieta)

### 4.2 Parcel Packaging

#### Shipping Label

The Sender will receive the shipping label in the order confirmation email.

The label is intended for single use only (one label per single Parcel shipment). Otherwise, the Operator shall be released from all liability; the Sender assumes the risk associated with sending a Parcel bearing a label that has already been used for a prior shipment.

The Sender undertakes to print the label and affix it to the largest surface of the Parcel in a visible and legible manner. The label must be securely fastened to the Parcel to prevent it from becoming detached or torn during the automated sorting process. If the Sender so wishes, they may, as a precautionary measure, place a copy of the label inside the Parcel.

#### Labelless Shipment

The Sender will receive a QR code in the order confirmation email. Depending on the country of dispatch, if the Sender so wishes, they may make use of:

- A printing service („Print at PUDO”) offered at selected PUDO points, the list of which is available at: [inpost.pl/znajdz-paczkomat](https://inpost.pl/znajdz-paczkomat). A point offering the description with a printing option. In this case, the Sender must present at the PUDO point the QR code sent by the Operator (one QR code per Parcel).
- Or the labelless service (zero label) at a Parcel Locker. The Operator will take care of labelling the Parcel. In this case, the Sender is prohibited from placing multiple Parcels in a single Parcel Locker, regardless of whether they bear a label or not (one Parcel per Compartment); failure to comply with this rule would result in the loss of Parcels deposited in this manner within our network. The Sender's attention is drawn to the importance of scanning the QR code (and not the shipping label barcode), as failure to do so would render the Parcel untraceable and prevent its transport.

## Parcel Packaging

The Sender undertakes to use a sealed, adequate and sturdy packaging that is suitable and capable of protecting the contents of the Parcel, so as to withstand transport, varying atmospheric conditions (pressure, humidity, temperature, etc.), handling and transfers.

The packaging conditions are set out at: [inpost.pl/regulaminy](https://inpost.pl/regulaminy)

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## § 5. Which Goods May Not Be Sent?

The Sender undertakes not to entrust the organisation of transport of illegal or prohibited goods.

### 5.1 Prohibited Goods

The shipment of any goods subject to national, European and international regulations concerning dangerous products is prohibited (hazardous materials classified from 1 to 9 under ADR — “Agreement concerning the International Carriage of Dangerous Goods by Road”), including, but not limited to, explosives, ammunition, gases, flammable, radioactive, toxic or corrosive materials, as well as any items which, by their nature or packaging, may pose a threat to the human environment, the safety of means of transport, the environment, vehicles, or cause damage to other Parcels in transit.

The shipment of any soiling goods, articles non-compliant with applicable labour law, and/or goods which, by their nature or packaging, may deteriorate and/or damage other Parcels, endanger and/or injure persons, and/or damage the equipment of the Operator or third parties, is strictly prohibited.

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

#### ALL COUNTRIES

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

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

\*\*Spain, Portugal, France, Belgium, Luxembourg, Netherlands – Category A-B-C-D weapons Poland - weapons that cannot be purchased and used without obtaining a permit or registration card in accordance with the generally applicable law, including the Act of 21 May 1999 on weapons and ammunition.

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

- 1) Goods covered by national, European and international dangerous goods regulations (dangerous goods according to ADR or the European Agreement concerning the International Carriage of Dangerous Goods by Road, classes 1-9),
- 2) Foreign currencies, bonds, payment instructions,
- 3) Gases,
- 4) Radioactive materials,
- 5) Toxic materials,
- 6) Corrosives,
- 7) Jewellery,
- 8) Precious Stones (gems),
- 9) Precious metals,
- 10) Drugs, narcotics,
- 11) Works of art,
- 12) Counterfeit goods,
- 13) Responses to inquiries/tenders,
- 14) Pre-qualification files,
- 15) Examinations, exams,
- 16) Publications or auto visual media prohibited by law,
- 17) Parcels with a declared customs value that exceeds its authorized value,
- 18) ATA Carnet Travel Items, Including Display Items,
- 19) Operator also does not deliver Parcels to: ships, fairs, exhibitions, hotels, campsites, mailboxes, transport agencies, construction sites or mobile places.

**ADDITIONALLY EXCLUDED IN ITALY**

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

#### **ADDITIONALLY EXCLUDED IN SPAIN AND PORTUGAL**

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

#### **ADDITIONALLY EXCLUDED IN FRANCE AND BELGIUM, LUXEMBOURG, NETHERLANDS**

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

#### **ADDITIONALLY EXCLUDED IN POLAND**

- 1) Items prohibited by the Applicable law, including the Polish Postal Law and the relevant provisions of the Universal Postal Union,
- 2) Items obtained as a result of criminal activity,
- 3) Other payment documents,
- 4) Valuable items due to their specificity (jewellery, works of art, antiques, numismatic items, etc.),
- 5) Objects with chemical and biological effects,
- 6) 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,
- 7) Drugs, psychoactive substances, and new psychoactive substances, so-called „designer drugs”,
- 8) Hemp and hemp products – with the exception of hemp (*cannabis sativa sativa*) and hemp-derived products (including hemp fiber products) with a THC concentration of less than 0.30%,
- 9) Plants,
- 10) Human or animal organs and human or animal secretions or tissues,
- 11) Tobacco products, including tobacco and cigarettes, e-cigarettes, and parts thereof.

Deliveries to ships, trade fairs, salons, exhibitions, hotels, campsites, post office boxes, military addresses, construction sites or mobile locations, as well as to freight forwarding companies, are strictly prohibited.

Furthermore, the Sender undertakes, without limitation to this list, not to entrust the Operator with Parcels whose packaging contains offensive, racist or antisemitic content, threats or statements incompatible with public order or public morality, capable of harming the image or reputation of the Operator, or any other statements liable to infringe the rights and/or reputation of third parties.

#### **5.2 Goods Subject to Excise Duty**

In the event that the Sender entrusts the Operator with goods subject to excise duty with duties paid, without prejudice to the restrictions set out in this article, the Sender undertakes to comply with applicable regulatory requirements, in particular with regard to traceability, so as to be able, where necessary, to confirm the proper management of such duties; the Operator shall under no circumstances be disturbed or held liable in this regard.

### 5.3 Goods Delivered Abroad

In addition to the items subject to the restrictions set out in this article, the following may not be accepted for international delivery:

- Parcels of goods requiring the Operator to obtain a special licence or permit for transport, import or export;
  - Parcels whose transport, import or export is prohibited by any law or regulation in the country of destination or export (including, without limitation, furs, plants and perishable items, psychotropic substances, and listed securities);
  - Parcels whose value declared to customs authorities exceeds the permitted threshold.
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## § 6. What Are Our Rights and Obligations?

### 6.1 Rights and Obligations of the Operator

Neither the Operator nor its partners and/or subcontractors are obliged to verify whether a Parcel is compliant, excluded or subject to restrictions.

In the event that the Operator has not raised a non-compliance of the Parcel at the time of its acceptance, even if it has been accepted upon presentation at the the Operator network, the processing of a non-compliant Parcel shall not release the Sender from liability and shall not deprive the Operator of the right to subsequently invoke a breach of the Terms and Conditions.

The Sender acknowledges that the transport of a non-compliant Parcel under normal conditions and in accordance with quality standards generates additional operations and resources (re-labelling, repackaging and any other manual processing) in order to ensure the transport of Parcels in satisfactory conditions.

In the event that the Sender entrusts the Operator with a Parcel that does not comply with the Terms and Conditions (in particular, in breach of § 4 or § 5), it shall travel at the Sender's own risk, without the possibility of holding the Operator liable, and without the Sender or Recipient being entitled to seek reimbursement or compensation in the event of loss or damage.

Furthermore, the Operator reserves the right, without the possibility of being held liable and without prejudice to the Operator, to seek any compensation for losses or damages suffered, to:

- Open, inspect or X-ray scan any Parcel transported by the Operator or by one of its partners and/or subcontractors, and/or handle Parcels in the manner the Operator deems appropriate, including declining to carry out transport;
- Refuse, withhold, cancel or return any Parcel that may cause damage and/or delays to other Parcels, property or persons;
- Notify the relevant authorities (customs, police, etc.) for the purposes of Parcel inspection, or hand over the Parcel to the authorities in the event of an inspection and an express request to do so; and/or
- Refuse acceptance of or discontinue the processing of Parcels at any time.

Non-compliant Parcels presenting any of the following characteristics (non-exhaustive list) may be subject to a flat-rate surcharge as set out in the Price List:

- Any Parcel whose dimensions, thickness and/or weight fall below or exceed the acceptance conditions in the country of delivery;
- Any Parcel that fails to meet one of the rules set out in the Packaging Specification, in particular Parcels with unstable or irregular shapes (spheres, cylinders, rolls), inadequately or partially packaged Parcels, Parcels with a protruding element, Parcels containing protruding elements or wrapped in material preventing free movement on sorting machines, Parcels with non-compliant label placement (reflectivity), etc.;
- In general, any Parcel requiring re-labelling, repackaging, sorting or particular manual processing.

If the packaging of a Parcel is found to be damaged in a manner that may cause further damage, it may be secured in order to prevent additional harm.

However, if the damage to the Parcel's packaging is so extensive as to render continuation of the service impossible, the Sender shall be notified by email of the damage and the safety measures taken, including a request for further instructions regarding the Parcel. If the Sender fails to provide instructions within three (3) Business Days from the date of receipt of such email, the Parcel shall be returned to the Sender in accordance with these Terms and Conditions.

## § 7. What Are the Rights and Obligations of the Sender?

The Sender shall be responsible for:

1. The information necessary for the distribution of the Parcel (in particular the accurate contact details of the Sender and the Recipient, the weight of the Parcel, the PUDDO point and/or Parcel Locker, or where applicable, the delivery address, etc.);
2. Any damage that may be caused to third parties and/or the Operator in the course of sending a Parcel that does not comply with the conditions set out in § 4;
3. All consequences arising from the absence, inadequacy or defectiveness of the packaging and/or wrapping of the goods, in accordance with the guidelines set out in the Packaging Specification;
4. The costs and consequences, of whatever nature, arising from a breach of § 5; and
5. Any non-performance, whether partial or total, improper performance or delayed performance, of all or part of the Sender's obligations under the Terms and Conditions.
6. In the event of non-compliance with these Terms and Conditions by the Sender, additional charges as set out in the Price List may be applied. All additional charges are applied independently of one another and may accumulate where the Operator identifies multiple non-compliances.

### 7.1 Rights and Obligations of Senders and Recipients

Recipients and Senders of Parcels are required to strictly adhere to the rules established for the use of Parcel Lockers and PUDDO points. It is essential that they conduct themselves in a courteous and respectful manner towards staff and other customers present on the premises, so as to maintain a friendly and professional environment.

Furthermore, they must refrain from using Parcel Lockers for the storage or transport of illegal and prohibited goods, as defined in § 5.

In the event of a breach, the Operator reserves the right to take any necessary action and to seek compensation for any losses or damages suffered.

### 7.2 International Delivery

International Parcels may be subject to customs inspections as well as security checks applicable to sea and air cargo, without prejudice to the fact that the Sender remains solely responsible for their declarations. In this context, Parcels may be opened, and verification of the identity of the depositing party, together with the recording of the relevant data, may be carried out.

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## § 8. How to Pay for the Services?

The prices for transport operations ordered by the Sender are available on the Platform. They are quoted in PLN (Polish zloty) and determined on the basis of the Parcel size, inclusive of all applicable taxes as at the date of the order. The price is guaranteed subject to obvious typographical or printing errors.

The Sender may, where applicable, benefit from promotional and/or marketing offers, in accordance with the conditions provided for by such offers.

Regardless of the payment method selected from those accepted on the Platform, orders shall only be deemed registered upon approval or receipt of payment. Final confirmation of the order shall constitute proof of the completeness of the order and of the amounts due for the fulfilment of the said order.

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## § 9. How Do We Issue Invoices?

### 9.1 Invoicing Rules

The Operator archives invoices on a reliable and durable medium constituting a faithful copy thereof. Data recorded in the information systems of the Operator and/or its partners shall be considered as proof of communications, orders, payments and transactions between the Operator and the Sender.

## 9.2 Re-invoicing for Non-Compliance with the Terms and Conditions

Invoicing is based on the size declared by the Sender. However, the Sender is hereby informed that if the actual size of the Parcel as determined by the Operator's equipment exceeds the declared size, the Operator shall invoice the Sender for the tariff difference. Should the error or incorrect declaration recur, processing charges shall be added for each new occurrence, in accordance with the Price List.

If a Parcel is returned to the Sender for any reason (in particular, a Parcel uncollected or refused by the Recipient), the Operator shall by definition perform additional services, in particular the collection of the Parcel, the issuance of a new transport label, processing and re-forwarding of the Parcel to the Sender. In such case, the Operator shall invoice the Sender for the costs of the "return" transport operation at the flat-rate amount set out in the Price List.

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## § 10. Is There a Right of Withdrawal?

The right of withdrawal applicable to distance contracts does not apply to goods transport services.

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## § 11. What Are Our Parcel Delivery Timeframes?

The Operator delivers Parcels to a PUDO or a Parcel Locker in Poland in accordance with the following delivery timeframes rules.

The estimated delivery time of 5 (five) Business Days is displayed on the Platform and is provided for informational purposes only. The Operator shall use its best endeavours to deliver the Parcel within this timeframe, whilst committing to deliver the Parcel within no more than 9 (nine) Business Days.

The delivery timeframe shall be calculated from the next Business Day following the date on which the Parcel is dispatched by the Sender. Collections and deliveries are carried out Monday to Friday; by way of exception to the specified Business Days, collections and deliveries in France, Belgium, the Netherlands and Luxembourg are carried out Tuesday to Saturday. The Operator reserves the right to deliver Parcels on other days as well.

Public Holidays applicable in the Drop-off Country, any Transit Country, or the Delivery Country shall not be included in the delivery timeframe, nor shall days on which Force Majeure events or strikes involving road blockades by parties other than the Operator and its subcontractors have occurred — provided that such events have an impact on the transport of the Parcel.

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## § 12. How to Track a Parcel?

The Sender may track their Parcel using the InPost tracking number received in the order confirmation email, via the Website [inpost.pl/sledzenie-przesylek](https://inpost.pl/sledzenie-przesylek) or the Application.

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## § 13. What Are Our Parcel Delivery Timeframes?

### 13.1 Delivery Rules for a Paczkomat® Parcel Locker or a PUDO (in Poland)

#### Opening hours:

- Parcel Lockers operate 24 hours a day, 7 days a week, with the exception of those whose availability is restricted due to their location within premises that have specific opening hours.
- PUDO points operate in accordance with their own opening hours.
- Opening hours are available on the Platform.

#### Identification:

After placing the Parcel in a Parcel Locker or PUDO, we will provide the Recipient via SMS, e-mail, or the Application (if the Recipient uses this app) with the pick-up code (also in the form of a QR code). Persons using the Application 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.

In case of App Parcel Lockers, Parcel collection is possible via the Application or scanning the QR code using the code reader available in the Parcel Locker.

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 charges apply in accordance with the Recipient's tariff with their telecommunications operator). 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 in accordance with the Price List and on the principles set out in these Terms and Conditions).

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.

**Instructions for collecting a Parcel:**

1. from Paczkomat® Parcel Lockers: the Recipient follows the instructions displayed on the Parcel Locker screen. In the case of collecting a Parcel using the Application, the Recipient must also follow the instructions displayed in this app,
2. from PUDO: 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 PUDO operation and during its opening hours.

**Parcel Storage:**

The Parcel is held at the originally selected collection point. However, certain circumstances may require it to be placed at temporary locations (see conditions below).

The parcel storage period (referred to as the "Storage Period") varies depending on the collection point — whether the original or a temporary location:

**Originally Selected Point:**

The Recipient receives an SMS, email or message via the Application (if they use this application) notifying them that the Parcel is available for collection within:

- 48 hours (if the Parcel is awaiting collection at a Parcel Locker), or
- 72 hours (if the Parcel is awaiting collection at a PUDO point or at a Parcel Locker with restricted opening hours).

The message indicates the collection point and the Parcel collection code.

If the Parcel has not been collected within:

- 36 hours of receipt of the above notification (for a Parcel Locker or PUDO point), or
- 48 hours (for a Parcel Locker available during restricted hours),

the Recipient shall receive a further SMS, email or message via the Application (if they use this application), as a reminder that the Parcel remains available for collection during the remaining period of:

- 12 hours (for a Parcel Locker),
- 24 hours (for a Parcel Locker available during restricted hours), or
- 36 hours (for a PUDO point).

If the Parcel is not collected within the timeframes set out above, it shall be returned to the Sender at the Sender's expense.

If the Parcel destination is a PUDO or a 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 the Application (if the Recipient uses this app).

### Extension of the Parcel Collection Period:

When a Parcel arrives at a Parcel Locker, the Recipient may extend its storage period in that device via the Application. In such case, they enter into an agreement with our Partner, InPost sp. z o.o., on the following terms:

1. We provide the Recipient with a possibility of extending (for a charge) the original collection period of a Parcel placed in a Parcel Locker by additional 24 hours, according to the following rules:
2. Extension of the Parcel collection date can be ordered in the Application.
3. 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 PUDO or in a 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).
4. 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).
5. 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.
6. The service of extending the Parcel collection deadline applies only to the collection deadlines pertaining to the Parcel's original destination (i.e. 48 or 72 hours, as indicated at the beginning of this 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.
7. 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.
8. Payment for the service is only possible via the Application, using the payment methods available in this application.
9. The Recipient will receive confirmation of the collection deadline extension by email or via the Application. The extended total time for collecting the Parcel will be visible in the „Parcel Details” tab in the Application.
10. If the Recipient uses the extension of the collection deadline, we will notify the Recipient via the Application 12 hours before the extended collection deadline expires. The notification will serve as a reminder of the need to collect the Parcel from the Parcel Locker, regardless of the type and location of the Parcel Locker. In this case, no reminder message as referred to at the beginning of this Article will be sent.
11. 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 Parcel collection. This means that if the Recipient extends the collection deadline and it falls on a day when access to the PUDO or a Parcel Locker is not possible, we will not add additional 24 hours to compensate for such a day.

### Temporary Points:

1. Parcels may be stored in a temporary PUDO or Paczkomat® Parcel Locker if delivery is prevented by:
  - 1) Overfilling the Paczkomat® Parcel Locker originally selected for delivery,
  - 2) Technical failure, shutdown or maintenance of the system handling the Paczkomat® Parcel Locker originally selected for delivery,
  - 3) Overfilling the PUDOs originally selected for delivery, its temporary shutdown or closure,
  - 4) The Recipient's behaviour at a Paczkomat® Parcel Locker 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® Parcel Locker or PUDOs originally selected for delivery, within the deadlines indicated in this Article, then we will place the Parcel for storage in a temporary PUDO or temporary Paczkomat® Parcel Locker, which will be located no more than two kilometres “as the crow flies” from the PUDO or Paczkomat® Parcel Locker originally selected for delivery.

2. The Parcel storage time is as follows:
  - 1) 1 calendar day after the day on which the Parcel was placed at a temporary PUDO or temporary Paczkomat® Parcel Locker, or
  - 2) 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
  - 3) 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).

3. When we store the Parcel, we notify the Recipient via SMS, e-mail, or the Application (if the Recipient uses this app) of:
  - 1) Placing the Parcel in a temporary PUDOs or temporary Paczkomat® Parcel Locker,
  - 2) The end of the Storage Period (which means that the Parcel will be delivered to the PUDO or Paczkomat® Parcel Locker originally selected for delivery),
  - 3) Placing the Parcel at the PUDO 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 PUDO 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.

**System Maintenance:**

If we need to use the storage function due to maintenance of systems supporting PUDOs 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, e-mail, SMS or the Application.

**Violation:**

However, in a situation when after the end of the Parcel storage, the Recipient's behaviour at a Paczkomat® Device or PUDO 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.

**Forced Situation**

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 PUDO). 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® Device or PUDO), with the use of the so-called Mobile Paczkomat® Parcel Locker, from which the InPost Courier releases the Parcels.

**Other rules**

1. We do not deliver any Parcels to PO boxes of Poczta Polska S.A.
2. 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.
3. 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 collected by the Recipient in such a situation.
4. The moment at which we enable the Recipient to collect the Parcel is equivalent to our having delivered the Parcel and performed the service (and it is by reference to this moment that the timeliness of our performance may be assessed). From this moment, the collection period for the Parcel begins to run. A separate event is the moment at which the Recipient actually collects the Parcel — from that point onwards, we bear no liability for the Parcel, as it is no longer in our possession. The opening of the Parcel Locker by the Recipient is treated as the moment of collection.

**Easy Access Zone:**

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 the „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.

**Sender Identity:**

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.

**13.2 Oversized Parcels**

**In France, the Netherlands, Luxembourg and Belgium:**

1. Any Parcel whose dimensions, thickness and/or weight fall below or exceed the acceptance conditions may be subject to a flat-rate surcharge, in accordance with the Price List.
2. Any Parcel that cannot be delivered to its destination due to non-compliant dimensions and/or packaging and/or weight shall, at the Operator’s discretion, either (a) be returned to the Sender via the PUDO point and/or Parcel Locker from which it was dispatched, whereby the „return” transport operation shall be charged at the flat-rate fee set out in the Price List, or (b) be made available to the Sender at the Operator’s experts department, 27 Rue Pierre Jacquart, 62440 Harnes, without direct notification to the Sender, who may however be informed thereof via Parcel tracking. The Parcel shall be available to the Sender at that address for fourteen (14) Business Days. Collection of the Parcel shall be at the Sender’s cost and responsibility. Upon expiry of that fourteen (14) day period, the Operator shall be free to dispose of the Parcel as it sees fit.
3. We remind that any Parcel that does not comply with the Terms and Conditions travels at the Sender’s own risk, without the possibility of holding the Operator liable, and without the Sender or Recipient being entitled to seek any right to reimbursement or compensation.

**In Poland:**

1. In the case of an Oversized Parcel which has been accepted in Poland, 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
- 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 the Application 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 PUDO 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 PUDO, verification requires only the telephone number and the said code,
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.

### 13.3 Undeliverable Parcels

1. 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,
2. Depending on the Undeliverable Parcel Warehouse in the given country where the Parcel ends up, it will be handled according to the following rules:

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The country to which the package was directed to the Undeliverable Parcel Warehouse.

Rules regarding undeliverable parcels.

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In France, the Netherlands, Luxembourg and Belgium

1. Any Parcel that cannot be delivered shall, at the Operator's discretion, either (a) be returned to the Sender via the PUDO point and/or Parcel Locker, whereby the „return” transport operation shall be charged at the flat-rate fee set out in the Price List, or (b) be made available to the Sender at the Operator's experts department, 27 Rue Pierre Jacquart, 62440 Harnes, without direct notification to the Sender, who may however be informed thereof via Parcel tracking.
  2. The Parcel shall be available to the Sender at that address for fourteen (14) Business Days. Collection of the Parcel shall be the Sender's responsibility and shall be carried out at the Sender's cost. Upon expiry of that fourteen (14) day period, the Operator shall be free to dispose of the Parcel as it sees fit.
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The country to which the package was directed to the Undeliverable Parcel Warehouse.

Rules regarding undeliverable parcels.

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In Poland

1. 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.

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  2. 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.

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  3. 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.
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## § 14. What Are We Liable For?

The Operator shall be liable for the proper performance of its obligations under the Terms and Conditions, in particular in the event of loss of a Parcel or confirmation of damage thereto.

However, the Operator may be released from liability if it can demonstrate that the non-performance or improper performance of transport operations is attributable to:

The Sender or the Recipient, in particular due to non-compliance with the Terms and Conditions, negligence, an incorrect or incomplete address, the Recipient's refusal to accept delivery, a Parcel that is non-compliant with the applicable standards or with the Packaging Specification, etc.

A circumstance not attributable to the Operator, in particular traffic restriction days, Public Holidays, border detentions, the simultaneous closure of a significant number of PUDO points or Parcel Lockers as a result of administrative, regulatory or governmental directives.

A Force Majeure event, any event bearing the characteristics of Force Majeure, any natural disaster, explosion, external strike, fire, state of emergency, war, riots, civil or social unrest, terrorist attack, flood, pandemic, epidemic, fuel shortage, adverse weather conditions, environmental restrictions, a period of heightened activity for the Operator, blockage of supply means, interruption or blockage of transport means and/or road networks, or any other event disrupting or preventing the Operator, directly or through a third party, from fulfilling its contractual obligations, as well as any actions originating from a government, organisation or civil authority, whether de facto or de jure.

The Operator shall not be liable for indirect or non-material damages, such as loss of opportunity, loss of profit, etc., arising from the loss, deterioration or delay in delivery of a Parcel.

These exceptional circumstances may cause unforeseeable delays in Parcel delivery. The Operator shall use its best endeavours to minimise the impact and limit the harmful consequences as much as possible. Parcels affected by such circumstances shall under no circumstances be subject to any complaint and/or compensation claim.

## § 15. How to File a Complaint and Seek Compensation?

### 15.1 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 PUDO, - 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 Application 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.

### 15.2 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. 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.
3. 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.

### 15.3 How to file a complaint?

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 ([Formularz reklamacyjny InPost](#)),
  - b) or, To the e-mail address: [bok@inpost.pl](mailto:bok@inpost.pl)
  - c) or, via our MAT Chatbot, which is available on our Website, via the 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” — this company acts on behalf of the Operator in the complaints procedure, 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 PUDO in Poland.
5. 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.
6. We assign 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.
7. 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).
8. 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.

#### **15.4 Who can make a complaint?**

Based on the following parcel status:

- If “sent but not yet delivered” - the Sender
- If “delivered” to a collection point (defined in this Terms and Condition) - the Recipient unless they waive that responsibility to the Sender

Important note: 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.

#### **15.5 Time to submit a complaint i**

The time to submit a claim, depend on the following parcel status:

- If “delivered” and the clients wants to request a:
  - “damage”: the client has 7 calendar days from the delivery date.
  - “loss”: the client has 72 hours from the delivery date.
  - “late delivery”: the client has 12 months from the delivery date and must be late based on the guaranted time delivery.
- If “sent but not delivered”: the client has 30 calendar days from the sent date.

Important note: 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).

#### **15.6 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, 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.

#### **15.7 How long do we examine complaints?**

1. Complaints are handled by the Complaints Department of InPost sp. z o.o, acting on behalf of and on the instructions of the Operator.
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.

#### **15.8 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.

#### **15.9 Can we respond to the complaint by e-mail?**

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.

#### **15.10 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.

#### **15.11 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.

### **15.12 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, acting on behalf of and on the instructions of the Operator,
- 2) whether we have acknowledged the claim or not,
- 3) 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), 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
  - c) full name and position of our employee who responded to the complaint.

2. A response to a complaint should additionally include:

- 1) factual, 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.

### **15.13 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.

### **15.14 How and when do we examine an appeal?**

1. 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.
2. The response to the appeal must contain the same information as described above for a response to a complaint.
3. The response must also include information about completing the complaint procedure and the possibility of pursuing claims in court proceedings.

### **15.15 Compensation: What are the rules of the Additional Cover service?**

1. The service prices and the Additional Cover amounts are stated on the Price List or in Business Contracts. If the Sender is a Consumer, then all Parcels sent by them are covered by Additional Cover up to PLN 5,000 - included in the price of the Primary Service. We do not offer Additional Cover to Consumers for amounts higher than those indicated above.
2. 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.
3. 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 an 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.

#### **15.16 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.
  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.
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### **§ 16. When May We Suspend the Services?**

1. The Operator reserves the right to block an order, refuse to carry out any transport operation, refuse to process a claim for compensation or reimbursement, as well as to close, suspend or freeze, temporarily or permanently, accounts held for the purpose of placing orders or collecting Parcels, for reasons related to (a) the security of property and/or persons, (b) a payment refusal or incident, regardless of the cause, in particular due to a block on the credit card used or insolvency of the account to which it is assigned, (c) misuse of the account, or (d) a confirmed, suspected or fraudulent breach of obligations by the Sender or the Recipient.
  2. We will inform the Sender or the Recipient thereof in a manner of our choosing and undertake to implement measures to restrict or block that are proportionate to the circumstances, in particular with regard to the breaches committed by that person.
  3. The Operator reserves the right to unilaterally terminate its relationship with the Sender or the Recipient in the event that the latter commits serious and/or repeated breaches of any of their obligations. Such termination shall take effect by operation of law, without prejudice to any damages that the Operator may seek to recover.
  4. In order to contribute to the prevention of online fraud, the Operator reserves the right to verify the data (including personal data) provided by the Sender or the Recipient and to take appropriate action (requesting supporting documents, cancelling the order, suspending or closing the account, etc.) in the event of suspected or confirmed fraud.
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### **§ 17. What Rules Apply to Intellectual Property?**

1. All content (texts, comments, images, sounds, photographs, data, drawings, animated sequences with or without sound, videos, illustrations, graphics, trademarks, logos, audiovisual materials, etc.) published on the Platform, as well as the design, layout, databases and software used on the Platform, are the exclusive property of the Operator or its partners and/or are used under licence by third parties. Such content is protected in accordance with the applicable provisions governing the protection of copyright.
2. Any representation or reproduction, in whole or in part, by any means whatsoever, without the prior express consent of the Operator is strictly prohibited. This applies equally to translation, adaptation or transformation, arrangement or reproduction by means of any art form or any process.
3. No provision of the Terms and Conditions shall be construed as granting the Sender or the Recipient any rights in respect of elements protected by intellectual property of which the Operator may be the owner or sole user.
4. Any person who operates a website for personal use and wishes to place on their website a hyperlink directing users to the Platform must first obtain the prior express written consent of the Operator. In any event, any authorised link may be removed upon simple request by the Operator.
5. The inclusion of a hyperlink to the Platform using a technique known as framing or deep linking is strictly prohibited.

## § 18. Which Law and Court Have Jurisdiction?

All disputes shall be governed by the Convention on the Contract for the International Carriage of Goods by Road („CMR”) of 19 May 1956. In the event of any dispute, the claimant may bring proceedings before the courts of the country in whose territory:

1. The defendant has their ordinary place of residence, principal place of business, or branch or agency through which the contract of carriage was concluded; or
  2. The place of collection of the goods or the place designated for delivery is situated.
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## § 19. What Other Information Should Be Known?

In the event that one or more provisions of these Terms and Conditions are found to be invalid or are declared as such by a legally binding decision of a competent court, or become invalid and ineffective as a result of a change in legislation or regulations, the remaining provisions shall retain their full force and effect. Such invalidity shall in no way affect the validity and enforceability of the remaining provisions of the Terms and Conditions.

The right to bring claims against the Operator is limited to one (1) year in accordance with the CMR Convention.

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## § 20. How Do We Process Personal Data?

Your personal data is processed under applicable **Privacy Policy**, which is a separate document. We publish **Privacy Policy** available at: [Regulaminy, cenniki i dokumenty | InPost](#). We encourage you to read it to better understand how we process your personal data, about data controllers, and how to update, export and your personal data and how to manage it.