DEFINITIONS

§ 1

1. These Terms and Conditions (hereinafter referred to as: "Terms and Conditions") specify the rules and conditions for the performance and use of the "Paczkomaty 24/7" service provided by InPost Paczkomaty Sp. z o.o. with its registered office in Kraków at ul. Wielicka 28, 30-552 Kraków, entered in the Register of Entrepreneurs kept by the District Court for Kraków-Śródmieście, 11th Commercial Department of the National Court Register under the number KRS 0000418380, NIP: 6793081395, helpline: 722-444-000 or 746-600-000 (both for landlines and mobile phones) (hereinafter referred to as: "InPost Paczkomaty" or "Operator"), and consisting in the receipt, movement, and delivery of Parcels with the use of Parcel Lockers.
2. InPost Paczkomaty reserves the right to amend these Terms and Conditions. The operator will inform about the above changes well in advance on the website: [https://inpost.pl.](https://inpost.pl/)
3. Services provided by the Operator are not universal and are provided for commercial purposes in accordance with the provisions of generally applicable law.
4. The current Terms and Conditions of the service are available on the website: [https://inpost.pl, in](https://inpost.pl/) Local Offices and in Parcel Service Points. In matters not covered in these Terms and Conditions, provisions may apply accordingly as detailed in the Act of November 23, 2012 Prawo Pocztowe (t.j. Dz.U. z 2017 r. poz. 1481 z późn. zm. (hereinafter referred to as "Postal Law").
5. The terms used in the Terms and Conditions have the following meanings:
6. Acceptor - an electronic device that supports payment cards (VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro) used to make cashless payments for collecting cash-on-demand parcels from Parcel Lockers and for parcels sent directly from the Parcel Locker.
7. Price List - a document which specifies the maximum weight and dimensions of Parcels, prices for Paczkomaty 24/7 Parcel Locker Services, deadlines within which they can be carried out, and a catalogue of additional fees, available at all Parcel Service Points and on the website [www.inpost.pl.](http://www.inpost.pl/)

The Price List sets out the prices for Paczkomaty 24/7 Parcel Locker Services offered to Contractual Customers, as well as to other customers with whom the Operator has concluded contracts for the provision of the above services.

1. Contractual Customer - a natural or legal person or organizational unit without legal personality with whom the Operator has concluded a separate written contract for the provision of services.
2. Consumer - a natural person making a legal transaction with the Operator not directly related to their business or professional activity.
3. Parcel Manager (PM) - an application that enables full support of the dispatch process, tracking Parcel Locker Shipments and managing the User's account, which is made available free of charge to registered Users on the website:.
4. Sender - a person (user) authorized to send a Parcel Locker shipment or a person who has actually sent Parcel Locker shipment.
5. Recipient - a person (user) authorized to collect a shipment from a Parcel Locker or a person who has actually collected a Parcel Locker shipment.
6. Local office - an organizational unit of the Operator forming its logistics network, in which the Sender (in the case of sending Offices) or the Recipient (in the case of receiving Offices) can perform the actions specified in the Terms and Conditions, with the list of Local Offices enabling these activities to be found on the website: [www. inpost.pl](http://www.inpost.pl).
7. Parcel Locker - and electronic deposit box (device), enabling an authorized person to sending and/or receiving a Parcel Locker shipment, which constitutes an automated point of sale indicated in art. 3 section 1 point 5 of the Act of 30 May 2014 on consumer rights (t.j. Dz.U. z 2017 r. poz. 683 z późn. zm., hereinafter referred to as "Consumer Rights"). The current list of Parcel Lockers is available on the website: [https://inpost.pl.](https://inpost.pl/)
8. Pay by link (PbL) - a form of cashless payment for collecting cash-on-delivery Parcels from Parcel Lockers, which uses an encrypted secure website.
9. Cash-on-delivery - an additional service which makes the pick-up of a Parcel Locker delivery dependent on the recipient paying a fee, which will be transferred to the Sender's bank account.
10. Parcel Locker Shipment (Shipment, Parcel) - a shipment that is not a letter or parcel within the meaning of Postal Law, recorded in the Operator's IT system and containing items unknown to the Operator, which may or may not have been marked with the Recipient's name or address and has been accepted by the Operator for shipment and/or delivery through a Parcel Locker with the possibility of also sending and collecting it at a place other than the Parcel Locker following the rules detailed in the Terms and Conditions. The word Parcel is used interchangeably, to refer to the Shipment as a physical object.
11. Insured Shipment - Parcel Locker Shipment referred to in § 28 of the Terms and Conditions, insured in accordance with these Terms and Conditions by the Sender in the event of damage, destruction, or loss.
12. Parcel Service Point - a place where it is possible to send or receive a Parcel Locker Shipment under the terms set out in the Terms and Conditions.
13. Force majeure - external events, unpredictable, the effects of which cannot be prevented, in particular the action of natural forces (earthquakes, hurricanes, floods), as well as riots, general strikes, military actions, and actions of state power (prohibitions on import, export, border and port blockades, expropriation).
14. User - a person who has an individual account in the PM Parcel Locker system.

GENERAL PROVISIONS § 2

1. The Operator provides services covered by these Terms and Conditions only in places where it has Parcel Lockers, Local Offices, or Parcel Service Point and performs services on business days (Monday to Friday), subject to the provisions of § 2 section 9 and § 9 section 6 of the Terms and Conditions. Delivery time is calculated in business days (not including Saturdays, Sundays, and public holidays).
2. Users of the Operator's services are obliged to use the forms provided by the Operator for the activities specified in these Terms and Conditions. The previous sentence does not apply to Consumers.
3. Parcels meant for Parcel Lockers must be properly and securely packed by the Sender, i.e. in a way that prevents the opening of the Parcel without interfering with the packaging, prevents damage and/or loss of its content, and damage and/or loss of other shipments in transport, as well as in a manner that does not endanger the safety of persons employed by the Operator to perform the service.
4. Subject to the provisions of § 7, including § 7 section 11 of these Terms and Conditions and the provisions of a written agreement with the User, if one has been signed, to use the services covered by these Regulations as the Sender, in principle the User must register in the Parcel Locker system on the website: [https://manager.paczkomaty.pl](https://manager.paczkomaty.pl/) and create an individual User account in the PM, which requires the User to provide specific data, name and surname, e-mail address, nine-digit mobile phone number registered in a Polish mobile network, and postal code. The user bears full responsibility for providing an incorrect mobile number. After registration, it is possible for the User to modify the data in the User profile in the PM, except for modifying the email address.
5. Users are recommended to provide full address data during registration in the parcel machine system (including PM), as well as when sending Parcel Machine Shipments in order to enable delivery, in the event of a maintenance break or other exceptional situation, directly to the Recipient's address, to a Parcel Service Point, to the Receiving Local Office, or in another manner, which will be communicated to the Recipient. For Senders providing full address data is mandatory.
6. During registration the User selects a preferred Parcel Locker, where they would like to send receive their parcels.
7. By providing any personal data via the website: [https://inpost.pl, including](https://inpost.pl/) in particular e-mail address, mobile phone number, postal code, The User agrees to disclose this data to the Operator and other users of the *Paczkomaty 24/7* system with the aim of ensuring proper performance of the service described in these Terms and Conditions by the Operator. This data is also shared during the process of sending a shipment to a Parcel Locker, after correctly entering the User's email address and paying for the shipment.
8. The operator may use subcontractors when performing services covered by these Terms and Conditions, and is liable for their actions and omissions as for the Operator's own.
9. Local Offices and Parcel Service Points are open during certain days and times in accordance with the list published on the website: [https://inpost.pl](https://inpost.pl/)
10. The Operator does not offer printouts of documents related to the service at the Parcel Locker (although some Parcel Lockers may still have such a function until their equipment is changed), but allows the User to download electronic versions of specific documents related to service, including payment confirmation. The User can archive and print the documents indicated in the previous sentence on their own. The Sender should inform the Recipient in advance about the possibility of downloading only electronic versions of documents regarding the service provided, if the Recipient is expecting to receive a specific type of document.
11. The administrator of the personal data of Senders who are natural persons using the services covered by the Terms and Conditions is InPost Paczkomaty sp. z o.o. with its registered office in Kraków at ul. Wielicka 28, 30-552 Kraków.
12. The data is processed solely for the purpose of concluding a contract for the provision of services specified in the Terms and Conditions and for the implementation of this contract, as well as for the purpose of conducting complaint procedures and considering complaints about these services, submitted in accordance with Postal Law and other generally applicable laws. Failure to provide personal data will result in the Operator being unable to perform the above contract and its obligations under Postal Law and other generally applicable laws.
13. Persons providing their personal data have the right to request access to their personal data, rectification, deletion, or limitation of processing from the administrator of this data, as well as the right to object to the processing and the right to transfer their personal data, the right to be forgotten, and the right to lodge a complaint with a supervisory authority.
14. Personal data processed for the purpose set out in section 12 above, are provided to the Operator by the Sender or User.
15. The operator will store personal data for the period indicated in the Privacy Policy of the Integer.pl Corporate Group, available at:<https://inpost.pl/ochrona-danych-osobowych.>
16. Users can contact the Operator's Personal Data Protection Inspector at the following e-mail address: dane osobowe@inpost.pl.

|  |  |  |  |
| --- | --- | --- | --- |
| 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 a Parcel in kg |
| Size „A” | 1 | 80 x 380 x 640 | 25 |
| Size „B” | 81 | 190 x 380 x 640 | 25 |
| Size „C” | 191 | 410 x 380 x 640 | 25 |

PAYMENTS § 3

1. Unless provided otherwise by a separate written agreement with the User, the fees for Parcel Locker shipments shall be considered paid if the User makes a payment for a given Shipment in accordance with the current Price List via his account in the PM. Payments can also be made at the Parcel Locker, when sending a Shipment, using the Acceptor.
2. The service fee may be charged in advance or in arrears. However, payment in arrears is only offered to selected Senders based on a separate written agreement. Other Senders pay in advance.
3. Payment in advance: the fee is charged to the User's (Sender's) account in the PM when a shipping label is created. The Account in the PM can only be recharged through the electronic payment system (money transfer, credit card, and other cashless payment methods). The recharge amount can only be used for Parcel Locker services, but at the request of the User (Sender) the amount paid by him is refundable, subject to a commission of 1.9% for the service of returning unused funds to a bank account indicated by the User (Sender). The commission indicated in the previous sentence is not collected from Consumers. At the Sender's request, the Operator will issue a VAT invoice for the recharge amount made by the User (Sender). Every Sender using the PM has the option of receiving a VAT invoice.
4. Available forms of payment for services, divided by method of transaction:
5. payment cards VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro;
6. other cashless payment methods, including BLIK.
7. The fee for a Parcel Locker Shipment paid in advance is collected: at the time of making the payment with the Acceptor, when sending at the Parcel Locker, or from the Sender's Account in the PM when the shipping label is created. If the shipping label is not used within its period of validity, including the extended (at the Sender's request) period of validity, the Operator returns an amount equal to the amount collected from the User's account for creating the shipping label to the Sender's account in the PM, at the Sender's request . The money is returned within 14 days from the day following the day on which the Sender submitted the return request.
8. Payment in arrears: The fee is charged on the basis of a VAT invoice issued in accordance with a written contract. A Sender paying for Parcel Locker Shipments in arrears cannot make a payment to their account in the PM used for Parcel Locker Shipments. A list of services performed on Shipments sent by the Contractual Customer in a given settlement period will be attached to the VAT invoice issued on the basis of a written contract, containing a list of services performed within the meaning of § 9 section 3 of the Terms and Conditions, together with a list of additional services rendered and other services specified in the Terms and Conditions or a written service contract, with the proviso that if services provided during the accounting period are not included in the list of services rendered for that period, they will be included in the list of services provided for the next accounting period. In the case of payment in arrears, the fees referred to in section 10 below will be listed on the VAT invoice and will not be visible in the list of events in the PM account.
9. In the case of Senders using the PM, a VAT invoice will be issued by the Operator on the basis of data entered in the User's account profile in the PM, provided that the User selects the option of having a VAT invoice issued. In other cases, a VAt invoice will be issued in accordance with the provisions of the contract.
10. The prices of services provided by the Operator are specified in the Price List. Changing the Price List does not constitute a change to the Terms and Conditions.
11. Before sending a Shipment, the User should make sure that the given payment method is available, depending on the selected method of sending the Shipment.
12. If the Operator charges additional fees specified in the Terms and Conditions and the Price List, the amount of these fees will be collected from the funds available in the PM account, as indicated in the list of events in the PM account, and the amount of fees collected will be displayed in the PM for a period of 3 months from its calculation.
13. In the event that the amount of fees referred to in section 10 above exceeds the available funds in the User's PM account, the Operator will notify the User of this circumstance in the list of events in the PM account, and the missing amount will be collected from funds paid during the next or subsequent recharge. Each charge made to the account on such occasions will be visible in the list of events in the PM account. If the User fails to make payments or if the Account is deleted in the PM, the Operator will claim payment for the ordered service on general terms.

CASH-ON-DELIVERY PAYMENTS

§ 3a

1. The fee for cash-on-delivery Parcel Locker Shipments can be paid when collecting it from a Parcel Locker via the Acceptor (supporting payment cards: VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro), in the form of PbL (supporting payment cards: VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro, selected e-transfers, and other cashless payment methods), as well as in cash at the Operator's Local Office, or with the Operator's authorized representative delivering this Shipment directly to the Recipient.
2. In the case of cash-on-delivery Shipments sent to Parcel Lockers, the Operator guarantees the Sender the transfer of the amount paid for the delivery to the bank account indicated by the Sender (in the PM or contract), within 5 business days from the date of payment. The day of transferring funds is the day on which the Operator's account is debited, unless the payment is made by the Consumer - in which case the day of crediting the Consumer's account is considered the day of transferring the funds.
3. By sending a cash-on-delivery Shipment to a Parcel Locker, the Sender recommends and authorizes the Operator to accept payment from the Recipient on behalf of the Sender, with the effect that payment to the Operator (according to the forms of payment indicated in paragraph 1 above) is equivalent to making a payment directly to the Sender, and the release of the Shipment by the Operator constitutes confirmation of payment and is equivalent to the Sender's confirmation and has the effect of releasing the Recipient from the debt to the Sender, regardless of the place, time, and form of payment. The authorization cannot be revoked after the Shipment has been dispatched and takes precedence over other arrangements. In conflict with the Sender, the Recipient may refer directly to the effects of the authorization granted by the Sender to the Operator under these Terms and Conditions.
4. The Sender's authorization for the Operator includes the right to grant further authorization to deliverers acting on behalf of the Operator to perform delivery activities and accept payment from the Recipient with effect directly to the Sender. The Operator bears full responsibility towards the Sender for the actions and omissions of its representatives, including deliverers, as well as for the actions and omissions of payment service providers, which are used to accepts cash-on-delivery and transfer funds to the Sender. The Sender undertakes not to demand payment from the Recipient after the Operator has collected the payment from the Recipient.
5. Sending a cash-on-delivery Parcel Locker shipment is only allowed if it is directly related to a separate transaction contract between the Sender and the Recipient concerning the contents of the shipment, which is to be fulfilled through posting and moving the parcel and accepting payment, and if the Sender has informed the Recipient about the Operator's authorization to accept payment for cash-on-delivery. Otherwise, the Operator may refuse to accept the Shipment or refuse to collect funds. By sending a cash-on-delivery Shipment, the Sender confirms that this condition has been met, and at the Operator's request will provide the Operator with the necessary information relating to this. The Operator is entitled to inform the Recipient in the confirmation of payment acceptance that pursuant to § 3a section 3 of the Terms and Conditions, payment made to the Operator for a cash-on-delivery shipment is equivalent to payment to the Sender and that the Operator's receipt is equivalent to the Sender's receipt.
6. In the event of default by the Sender on payments to the Operator, the Operator reserves the right to deduct any outstanding receivables from the amount collected from the Recipient, on the basis of the provisions of this paragraph. The Operator will inform the Sender of the deduction.

REQUIREMENTS REGARDING PARCELS § 4

1. Parcels meant for Parcel Lockers must meet the requirements set out in the Terms and Conditions and the following categories assigned to specific boxes in the Parcel Locker:
2. The maximum dimensions of Parcel Locker Shipments are presented in the illustration below:



In the case of Parcels in the category of size "A" and "B", the height of the Parcel is its shortest side, and in the case of Parcels in the category of size "C", the height of the Parcel is the side of medium length, i.e. the side that is neither the shortest nor the longest. The drawings shown are examples.

1. It is not acceptable to place items in the Parcels which are prohibited by applicable law, including by Postal Law and the relevant provisions of the Universal Postal Union, as well as:
2. items obtained through criminal activity;
3. money, securities, other documents serving as means of payment;
4. valuables (jewellery, works of art, antiques, numismatics, etc.);
5. weapons which require a permit, registration, or a registration card, in accordance with the applicable law, including the Act of May 21, 1999. on weapons and ammunition;
6. ammunition, excluding blanks up to 6 mm calibre;
7. chemically and biologically active substances;
8. agents with explosive, flammable, oxidizing, irritating, corrosive, sensitizing, carcinogenic, mutagenic properties, or harmful to fertility, which may cause a threat to health and human life or property damage to the Operator;
9. other things that by their properties may pose a threat to the health of persons in contact with them or that may damage or destroy other Parcels;
10. narcotics, psychotropic substances, and so-called „*dopalacze*”;
11. perishable items;
12. products and articles requiring special transport conditions (including those emitting odour or liquid);
13. dead or live animals and plants;
14. human corpses, human or animal organs;

- the above calculation is not exhaustive. It is also not acceptable to place in the Parcel any other items not mentioned above, which in the Operator's judgement cannot be moved safely or in accordance with the law, provided that the Operator informs the Sender before accepting the Shipment.

1. The sender bears full responsibility for placing goods sensitive to temperature changes and not resistant to low and high temperatures or other changing atmospheric conditions (atmospheric pressure, humidity, etc.) in the Parcel. The operator hereby warns that the temperatures inside the parcel locker are close to ambient temperature, but in periods of high sunlight or higher ambient temperature may significantly exceed the ambient temperature.
2. The Sender is responsible for ensuring the quality of the Parcel's packaging appropriate to its content. The packaging of the parcel should be appropriate to its contents, in particular it should take into account the properties of the parcel content, weather conditions, and other circumstances that may affect the condition of the parcel packaging, including those occurring after it has been accepted by the Operator, including circumstances related to moving the parcel
3. The operator only allows posting of parcels in standard shapes (cube, cuboid, poly mailer). It is not acceptable to send Parcels with a non-standard and irregular shape, Parcels with protruding elements, or ones wrapped in a material that prevents free movement along the Sorting Line.
4. The Operator may conditionally allow a parcel of non-standard and irregular shape if it falls within the limits set by the maximum dimensions and weight. The Operator reserves the right to charge an additional surcharge - indicated in the Price List - for Parcels of non-standard and irregular shape.
5. In the case in which the Sender sends as a Parcel fitting within the acceptable sizes detailed in the table in section 1 above, a package that has other dimensions than the size category indicated by the User in the PM, the Operator will charge the Sender an additional fee for verifying the category of the Shipment, the amount of which is specified in the Price List. Furthermore, if the Parcel has a size category larger than the dimensions for the category declared by the Sender for this Shipment in the PM, the Operator will perform the service at a price rate corresponding to the actual dimensions of the Parcel, verified by the Operator as stated in the previous sentence. If the Parcel has a size category lower than the dimensions of the category declared by the Sender for this Shipment in the PM, the Operator will perform the service on such a Shipment at the price rate corresponding to the actual dimensions of this Shipment, and if the rate is lower than the rate specified for the size category declared by the Sender in the PM for the Shipment, the Operator will refund the difference between the price rate corresponding to the actual dimensions of the delivered Shipment and the price for the size category declared in the PM by the Sender; if the payment for the *Paczkomaty 24/7* Service has been made in advance, the Operator will refund this difference to the Sender's balance in the PM account, and if the payment for the *Paczkomaty 24/7* Service has been made in arrears, the Operator will include the new price in the VAT invoice.
6. In the event that the Sender handed to the Operator a Parcel exceeding any of the dimensions or weight (25 kg) specified for size category "C", pursuant to the provisions of section 1 above, the Operator will charge the Sender an additional fee for verifying the dimensions and weight of such a Shipment, as well as an additional fee for treating such a Shipment as "oversized", at a rate specified in the Price List, and will inform the Sender and the Recipient - by e-mail and text message - about the issue with the Shipment. The Operator will take steps to deliver such a Shipment, in accordance with the principles described in § 9a of the Terms and Conditions, however, if an "oversized" Parcel exceeds any of the maximum dimensions of 500x500x800 mm (height x width x length) or the weight of 30 kilograms, the Operator will collect an additional fee in the amount specified in the Price List.

RIGHTS OF THE OPERATOR § 5

1. The operator refuses to conclude a contract for the provision of the *Paczkomaty 24/7* service or may withdraw from its performance if:
2. the Sender does not meet the requirements set out in the Terms and Conditions;
3. the content or packaging of the Parcel endangers third parties, the Operator or other parcels;
4. there are inscriptions, images, drawings or other graphic signs infringing the law or personal rights of the Sender, Recipient, or other persons on the packaging of the Parcel or on the visible part of its content;
5. the Parcel Locker service would be carried out in whole or in part in an area not covered by the Operator's Parcel Lockers, unless the Operator concluded a written cooperation agreement enabling the provision of the service outside of that area;
6. accepting or moving the Shipment is prohibited by other laws;
7. The sender, with whom a relevant agreement has been concluded, is in arrears with payments for services rendered by the Operator;
8. The Parcel contains liquids, gases, brittle or fragile items, live plants and/or animals, items requiring special treatment during movement, or other items listed in § 4 section 2 of the Terms and Conditions.
9. The operator may also:
10. refuse to conclude the contract for the provision of the *Paczkomaty 24/7* Service, if the parcel does not meet the conditions required by the Operator to conclude the contract, in particular:
11. it is unacceptable to place items in the Parcel which are indicated in § 4 section 2 above;
12. if the Parcel is inadequately packed, in a way that may allow opening of the Parcel without interfering with the packaging or may allow for the loss of its contents or their damage and damage to other shipments in transit.
13. withdraw from performing the *Paczkomaty 24/7* Service after concluding the contract for its provision, if the Shipment does not meet the conditions specified in the contract, including those provided for in the Terms and Conditions,

- assessment whether it is possible to deliver the shipment without destroying or damaging its content is done by the Operator based only on the characteristics of the shipment that can be seen from the outside of its packaging.

1. If the Operator refuses to conclude the contract or unilaterally withdraws from the contract for the provision of the *Paczkomaty 24/7* Services for reasons specified in paragraphs 1 and 2 above, the accepted Shipment shall be returned to the Sender at the Sender's expense in accordance with the Price List. The service fee charged is also refundable.
2. Accepting the Shipment from the Sender does not constitute a presumption of conformity of the contents of the Shipment with the provisions of these Terms and Conditions. If there is a reasonable suspicion that the Shipment does not meet the requirements referred to in the Terms and Conditions, including § 4 and § 5 section 1 or 2 above, the Operator may, taking into account relevant regulations, check the contents of the Shipment at every stage of the service, including before accepting the Shipment, and then decide to refuse or accept the Shipment or to withdraw from the contract and discontinue the service and return the Shipment to the Sender at the Sender's expense, in accordance with the Price List. In exceptional and justified situations the Operator may, in accordance with relevant provisions, destroy the contents of the Shipment, especially if it constitutes a threat to people or other shipments. In the event of withdrawal from the contract and interruption of the service, the collected service fee will be credited towards the fee due to the Operator for returning the Shipment to the Sender. Checking the contents of the Parcel shall be carried out in the presence of the Sender or, if this is not possible, in the presence of persons invited by the Operator to perform this activity in accordance with the provisions of Postal Law and its implementing regulations. A checked Parcel Locker Shipment will be marked with a special label.
3. If the content or defective packaging of the Shipment resulted in:
4. the need to secure the Operator's property, including the need to use specialized means for destroying the contents of the Shipment or to call appropriate services possessing specialized tools for destroying or securing the contents of the Shipment that do not meet the Terms and Conditions if such security measures are necessary for the continuation Operator's employees' work related to moving, transporting, sorting, and delivering the Shipment,
5. damage to the Operator's employee's health, which resulted in injury to that employee or interruption of work in order to provide medical assistance,
6. the need to evacuate employees from the Operator's premises, or the need to permanently or temporarily disable means of transport (including vehicles) carrying the Shipment, as well as tools used in transport, delivery, or storage of the Shipment,
7. damage to a Shipment belonging to another Sender in the process of moving, transporting, sorting, or delivering said Shipment,

- The Operator may charge the Sender who is not a Consumer with a contractual penalty of PLN 99.00 (ninety-nine PLN) for the first Shipment which caused any of the events indicated in point a-d above, as well as a contractual penalty of PLN 999.00 (nine hundred and ninety-nine PLN) for each subsequent Shipment that caused any of the events indicated in point a-d above within a year of causing such an event or events by the first Shipment. The Sender will also be required to cover all costs submitted to him by the Operator which arose from the need to secure or destroy the Shipment. The above contractual penalties do not preclude the Operator's right to seek compensation for damages exceeding the contractual penalty on general principles.

1. Notwithstanding the provisions of § 5 section 5 of the Terms and Conditions, each Sender is obliged to cover damages caused to the Operator as a result of improper packaging of the Shipment or in connection with its unacceptable content, in particular if the consequence of improper packaging of the Shipment or its unacceptable content was at least one of the events referred to in § 5 section 5, point a-d of the Terms and Conditions. The Sender is liable for these damages on general principles.

§ 5a

The sender bears responsibility towards the Operator for Recipients of cash-on-delivery Shipments, who made payments by credit or debit card, requesting the return of funds under the so-called chargeback procedure (if the refund request relates to the contents of the Shipment). In this case, the Sender undertakes to cover all fees and expenses incurred by the Operator resulting from the cancellation of the transaction by the person using

the electronic payment instrument as a result of acknowledging the legitimacy of the complaint

submitted by the Recipient of the cash-on-delivery Shipment (chargeback).

§ 6

1. The Operator has the right of lien on Shipments in order to secure claims arising from the contract for the provision of the *Paczkomaty 24/7* Service and on other justified claims, including customs or justified additional costs of providing the service, arising from reasons attributable to the Sender or Recipient.
2. The provision of section 1 shall not apply if the recipient of the shipment is a public authority.
3. If the Recipient or the Sender refuse to secure claims secured by a lien, the Operator, who has the right of lien opens the Parcel under supervision and proceeds to sell its content after 14 days from the date of a written notification to the Recipient or Sender about the intended sale of the contents of the Parcel.
4. The funds obtained from the sale of the contents of the Parcel referred to in section 3, the Operator transfers the Sender, at the Sender's expense, after deducting the debt secured by the lien.
5. The operator is entitled to claim the sender to cover the difference if the claims secured by the pledge exceed the amount obtained from the sale of the contents of the Shipment.
6. If the sale of the contents of the Shipment or part of it is not possible, the provisions of art. 32 and 33 section 9 of Postal Law apply.
7. The provisions of section 1-6 do not violate the provisions of the Act of 9 January 1997 - Customs code (Dz.U. 1997 nr 23 poz. 117, z późn. zm.

SENDING SHIPMENTS § 7

1. The operator enables Parcel Locker Shipments to be sent from Parcel Lockers, as well as selected Parcel Service Points. The option of collecting Parcel Locker Shipments by courier may be available in the PM to Users who meet the conditions specified therein or depends on the conclusion of a proper written contract. The current list of places enabling the dispatch of Parcel Locker Shipments, along with opening hours, is available on the website: [https://inpost.pl.](https://inpost.pl/)
2. When sending a Shipment from a Parcel Locker the Sender follows the instructions on the website: [https://inpost.pl](https://inpost.pl/) and directly displayed on the monitor of the Parcel Locker. Prior to sending the Parcel at the Parcel Locker, the Operator provides the Sender with the Terms and Conditions in electronic form, among others by providing a link to the website containing the Terms and Conditions. An individual Parcel Locker Shipment can be placed in a Parcel Locker only once. An individual shipping label can be used for one Parcel Locker Shipment only. In justified cases, the Operator may re-insert a Parcel into the locker, e.g. if the Parcel Locker is broken or an individual box is damaged. Only one Parcel can be put in a single box in the Parcel Locker.
3. The sender is responsible for the proper preparation of the Parcel including: the use of proper packaging, closing the package permanently, as well as creating, printing attaching the shipping label permanently to the packaging of the Parcel. Barring the provisions of section 11, a separate shipping label should be prepared for each Parcel Machine shipment sent, which is necessary for the proper handling of the delivery process by the Operator. Barring the provisions of section 11, incorrectly prepared Parcels, without a label or with an illegible label, will not be accepted or will be returned to the Operator's Sending Office, appropriate to the area where the Parcel was sent.
4. The sender is responsible for providing correct and full details of the recipient (if required), for the correct preparation of the shipping label, which includes at least indicating the appropriate mobile phone number and e-mail address (unless the contract with the sender provides otherwise) of the Sender, the Recipient's mobile phone number, the size of the Parcel, its value in the case of insurance and the cash-on-delivery amount. This also applies to the proper marking of the Parcel to be sent. Failure to provide correct data may result in the inability to perform or properly perform the „Paczkomaty 24/7” Service. The sender is obliged to check the availability of the cash-on-delivery service depending on where the Parcel is to be picked up.
5. The operator provides free software for the preparation of a Parcel Locker Shipment. Users are recommended to read the instructions before using it.
6. Sending a shipment from a Parcel Locker relies on the Sender's profile in the PM account. The Parcel Locker chosen as preferred in the Sender's PM account profile is the default Parcel Locker used to send Shipments. It is possible to send a Shipment from a different Parcel Locker after selecting it in the Sender's profile in the PM account. The name of the parcel locker, the expiry date of the label, and the shipping code are additionally placed on the shipping label meant for a Parcel Locker Shipment. If the Sender incorrectly selects the target (receiving) Parcel Locker, the Parcel Locker Shipment is returned to the Sender, if the Sender has previously made such a request. The return fee is charged in accordance with the Price List.
7. Choosing the option to send from a Parcel Locker also allows posting at any Parcel Service Point.
8. A shipping label generated in the PM is valid for 30 days from the moment the fee is charged. The expiry date of the shipping label is indicated on the label. After this date, it is not possible to send a Parcel Locker Shipment with this label from a Parcel Locker or a Local Office. In justified cases, it is possible for the Operator to extend the validity of the label before it expires, after prior contact with the Operator's helpline at: 722-444-000 or 746-600-000 (both for landlines and mobile phones).
9. When sending a Parcel Locker Shipment at the Operator's Local Office or by courier, the Sender provides two completed copies of the "confirmation of sending the Parcel" (pol. *potwierdzenia nadania Przesyłki*) form, which contain the full address details of the Sender and the Operator, as well as the phone number of the Sender. The sender prints the confirmation forms using software provided by the Operator. The operator verifies the confirmation forms, which, when signed, constitute proof of posting. One copy is for the Operator and the other for the Sender.

9a. Parcel Locker Shipment is sent from a Parcel Service Point, the Parcel Service Point will issue its own confirmation of sending.

1. Parcel Locker Shipments may be posted after the User has been registered in the electronic system made available by the Operator (subject to the situation described in par. 11), provided all address details, and recharging the account with money or obtaining a payment in arrears. Sending a cash-on-delivery Parcel Locker Shipment also requires the Sender to provide the number for the bank account to be used for receiving funds from the payment.
2. The sender may also send a Parcel Locker Shipment from a Parcel Locker without a shipping label referred to in section 4, even without a PM Account. In the event of sending without a label, payment for the Parcel Locker Shipment should be made at the Parcel Locker using the Acceptor or funds from the Sender's account in the PM, if the Sender has one. The Operator assigns to a Parcel Locker Shipment sent without a label a unique number that allows the tracking of this Parcel in the PM after the Parcel has been removed from the Sending Parcel Locker.
3. In order to send a Parcel Locker Shipment, the Sender is obliged to indicate a 9 (nine) digit telephone number of the Recipient to enable notifications to be sent to the Recipient concerning the Shipments and the place where it can be collected. In addition, the Sender may provide the recipient's address details and e-mail address. Providing telephone numbers (Sender and Recipient) and e-mail addresses (Sender or/and Recipient) by the Sender is necessary to provide the *Paczkomaty 24/7* Parcel Locker service, and this data is used to communicate with the Sender or Recipient when performing the *Paczkomaty 24/7* Parcel Locker service, in particular to inform the Recipient about the possibility of receiving a Parcel Locker Shipment.
4. The date of sending a Parcel Locker Shipment from a Parcel Locker is at the latest the next business day after placing the parcel in the Parcel Locker. Parcel Locker Shipments sent from a Parcel Service Point or Local Office may not be forwarded for further movement on the same day. This applies to cases when the parcel is posted after the so-called final hour, i.e. after 13:00. Shipments posted after 13:00 will be treated as dispatched on the next business day.
5. When posting Parcel Locker Shipments at a Parcel Service Point or Local Office the same terms apply as when sending from a Parcel Locker, except that the Parcel is physically left in the Parcel Service Point or Sending Office, and proof of posting is issued by the Operator's representative accepting the Parcel. Posting a Parcel Locker Shipment in a Local Office or a Parcel Service Point is possible only during the working hours of the Local Office or Parcel Service Point.
6. Sender may send a Parcel Locker Shipment by courier, who will come to the Sender to collect Parcel Locker Shipments that have been declared beforehand in the PM.
7. The service of sending a Parcel Locker shipment by courier is included in the price of posting the Shipment if the Sender posts 5 (five) or more Parcel Locker Shipments at once. Furthermore, Parcel Locker Shipment sent on the basis of the current Terms and Conditions of the *Paczkomaty 24/7* Parcel Locker Service offered by InPost Paczkomaty Sp. z o.o. combine with courier shipments and Freight Shipments sent on the basis of the current Terms and Conditions for the provision of postal and transport services by InPost Express Sp. z o.o. In other cases, the Sender using the option of sending a Parcel Machine Shipment by courier pays a one-time fee, regardless of the price for the service specified in the Price List.
8. The Operator ensures the delivery of the posting by Courier service on a given business day if the Sender notifies the Operator vie the PM before 10:00. The Operator stipulates that in exceptional situations the courier may collect parcels for dispatch on the next business day, even if the Operator is notified before 10:00, if the Operator cannot collect Parcels on a given day for reasons beyond their control e.g. force majeure. If the Sender orders a courier to collect Parcel Locker Shipments after 10:00 on a given day, the Operator may collect the Parcel Locker Shipment on the next business day.
9. If the Sender gives the courier a smaller number of Parcel Locker Shipments to send than originally declared in the PM, the Operator has the right to collect the due fee for the collection service, in accordance with the originally declared number of Consignments in the PM. The Operator reserves the right to verify the fee for the posting by courier service originally calculated on the basis of the number of Parcel Locker Shipments declared by the Sender.

MOVING AND TRACKING SHIPMENTS § 8

1. In the event of correct dispatch of a Parcel Locker Shipment, the Operator undertakes to provide services to the Sender consisting in moving the Parcel Locker Shipment thus sent. The Parcel Locker Shipment will be moved between the posting Parcel Locker, Parcel Service Point, the posting Local Office, or the sender's address, and The receiving Parcel Locker (Parcel Locker in which the Operator places the Parcel and from which the Recipient can collect it), Receiving Local Office or Parcel Service Point indicated as the delivery address.
2. After the Shipment is delivered to a Parcel Locker, the Receiving Local Office or Parcel Service Point, the Recipient receives information in the form of a text message (or e-mail) about the possibility of retrieving the Parcel within 48 hours of receiving this information, with an indication of the location of the Parcel Locker, Receiving Local Office or Parcel Service Point and the pick-up code for the Parcel Locker Shipment. If the Parcel is not collected within 36 hours of receiving the above information, the Recipient will receive another information in the form of a text message or e-mail reminding about the possibility of collecting the Parcel within the remaining 12 hours. If the Parcel is not collected within the deadline indicated above, the Parcel Locker Shipment will be considered unclaimed and will be forwarded - for the purpose of issuing it to the Recipient - to the Local Office which serves the given Recipient Parcel Locker or Parcel Service Point, or left for the purpose of issuing it to the Recipient in the Local Office, if it was the intended place of delivery. Shipments can be collected from Parcel Service Points or from a Local Office during business hours, within the period of receipt of the parcel indicated in the first sentence above.
3. The recipient receives detailed information on the receipt of the Shipment in the form of a text message or email. All notifications concerning the possibility of picking up a Parcel Locker Shipment are sent by the Operator only in the form of a text message or email.
4. The Operator allows the Recipient for a one-off extension of the deadline for collecting a Parcel in a Parcel Locker, Local Office or Parcel Service Point for another 48 hours via a text message with a higher fee (*SMS Premium*). Detailed rules for extending the pick-up time for Parcel Locker Shipment are regulated by separate Terms and Conditions published on the Operator's website at: [https://inpost.pl.](https://inpost.pl/)
5. If the Recipient has not used the service of extending the time limit for the receipt of Parcel in a Parcel Locker, Local Office or Parcel Service Point - indicated in the preceding point, after the 48-hour deadline indicated in § 8 section 2 of these Terms and Conditions, the Operator will inform the Recipient in a text message or email about transferring the Parcel Locker Shipment to the Local Office referred to in § 8 section 2, sentence three. Collection of Parcel Locker Shipments in this Local Office is possible during its business hours within 3 business days from the date of sending the notification referred to in the previous sentence. The deadline indicated in the previous sentence may not be extended in the manner specified in § 8 section 4 of the Terms and Conditions, and Parcel Locker Shipment is not collected within this period, the Operator returns it to the Sender for a fee provided in the current Price List.
6. The Recipient is identified in a Local Office of InPost Paczkomaty or a Parcel Service Point on the basis of the phone number oraz code sent by the Operator. The current list of InPost Paczkomaty offices and service points is available on the website: [https://inpost.pl.](https://inpost.pl/)
7. Via the [https://inpost.pl](https://inpost.pl/) website, after entering the parcel's dispatch number, users can track the current status of the parcel. Tracking is possible from the moment of the Parcel Locker Shipment is registered in the InPost Parcel Locker system until it is received by the Recipient or the parcel is returned to the Sender.
8. The Operator reserves the right to temporarily apply the "pass it on" service, which means that Parcel must be sent via the PM with a previously generated label and placed in a Parcel Locker, and then, without moving, the Parcel is picked up from the same Parcel Locker by the Recipient.

SHIPMENT DELIVERY § 9

1. The Operator declares delivery of Parcel Locker Shipments to Parcel Lockers (possibly to Local Offices, to Parcel Service Points or to the Recipient, if such an option was available to the Sender) within 2 business days from the date of sending the Parcel Locker Shipment, taking into account the provisions of § 7 section 13 regarding the date of posting. The period referred to above may be extended by another 2 days, pursuant to the provisions of section 18 below, whereby the Operator enables the Shipments to be collected within this extended period in accordance with section 18 below. If the delivery deadline (2 business days, according to the first sentence above, or 4 business days, according to the second sentence above) is not met , the Operator, at the Sender's request, returns half the service fee to the User's account in the PM or reduces the invoice amount by half the amount of the basic fee for such a service.
2. Public holidays, Saturdays, and Sundays are not included in the dates specified in paragraph 1. Dates indicated in section 1 are the expected dates of Shipment delivery.
3. Parcel Locker Shipment shall be deemed delivered when the Parcel Locker containing the Parcel is opened by a person who provided the data needed to open the Parcel Locker or at the time of its physical delivery to an authorized person if delivery is made at the Local Office, Parcel Service Point, Mobile Parcel Locker, or directly to the Recipient. The *Paczkomaty 24/7* Parcel Locker service is considered performed upon allowing the Parcel to be collected in accordance with the Terms and Conditions, which occurs upon the delivery of the Parcel to the Parcel Locker and notifying the Recipient in accordance with § 8 section 2 or delivering the Shipment to another point, pursuant to the provisions of § 9 section 16 and 17, or delivery in the manner specified in § 9 section 4 of the Terms and Conditions.
4. In justified situation InPost Paczkomaty reserves the right to deliver the Parcel Locker Shipment:
5. directly to the Recipient at the indicated address, located within the administrative boundaries of the city in which the receiving Parcel Locker is located, and in the event of the Recipient's objection or failure to indicate the address in accordance with the above requirements, the Operator will leave the Shipment for collection at the Receiving Local Office for a period of 3 consecutive days (after which the Shipment is returned to the Sender), of which the Recipient will be informed, or
6. at the receiving parcel locker (Mobile Parcel Locker - an InPost employee or representative issuing Shipments).

A justified situation is understood as an overfilling of the Parcel Locker, as well as a failure, shutdown, or maintenance of the system servicing the Receiving Parcel Locker, if the Operator has previously used other forms of delivery of the Shipment specified in this paragraph, in particular the storage of the Shipment in accordance with section 18 below, or if these other forms of service could not be used as a result of force majeure.

1. Delivery of cash-on-delivery Parcel Locker Shipments directly to the Recipient must be preceded by payment for this Parcel at the latest upon receipt. The Recipient may pay for the cash-on-delivery Parcel with the use of PbL, in cash to the authorized representatives of the Operator or the Operator, or via the Acceptor or POS terminal at the Parcel Locker, if the Parcel Locker is equipped with the Acceptor or POS terminal. A cash-on-delivery Shipment may only be delivered after the Recipient presents proof of payment of the entire fee (cash-on-delivery amount), including in electronic form, or a pick-up code (in the case of PbL), or after this fee is paid in cash to an authorized representative of the Operator delivering this Parcel directly to the Recipient.
2. A Parcel Locker shipment may be posted from a Parcel Locker or collected from a Parcel Locker every day, 24 hours a day, seven days a week (24/7). The Operator reserves the right to have selected Parcel Lockers be available only at limited times. Availability hours are given for each parcel locker on the website [www.inpost.pl.](http://www.inpost.pl/)
3. The Operator reserves that in selected Parcel Lockers collection of cash-on-delivery Shipments will only be possible at certain hours or not possible at all. The list of Parcel Lockers supporting cash-on-delivery, the option of paying via POS or Acceptor at the Parcel Locker and the availability hours are stated for individual Parcel Lockers on the website: [https://inpost.pl.](https://inpost.pl/) The Operator returns to Sender all cash-on-delivery Parcel Locker Shipments addressed to Parcel Lockers that do not support cash-on-delivery. The fee provided for in the Price List may be charged for returning the Shipment to the Sender.
4. After placing the Parcel in a Parcel Locker, Parcel Service Point or in

Local Office the operator notifies the recipient via e-mail or text message. This message includes, among others, an individual code, enabling the Recipient to collect a Parcel from a Parcel Locker, Parcel Service Point or a Local Office. In the case of cash-on-delivery Parcel Locker Shipments

a code is sent that allows the Recipient to pay for the Parcel.

1. The Parcel Locker Shipment will only be released if the correct code and phone number are provided.
2. A cash-on-delivery Parcel Locker Shipment can be paid for only if the correct code and phone number are provided.

If the code is lost - the Recipient can recover it by contacting the technical helpline at 722-444-000 or 746-600000 (both on landlines and mobile phones).

1. The Operator sends the recovered code via a text message or e-mail only to the data assigned to a given Shipment, unless the User has, before the physical collection of the Shipment, provided the Operator with a request to suspend the delivery of the Shipment for reasons indicated in the next sentences. In the event of the theft or loss of a telephone or SIM card, the Recipient immediately informs the Operator by phone, who, if possible, will take steps to return the Shipment to the Sender in accordance with the Price List. For this purpose, the Operator may also contact the Sender by phone.
2. The recipient bears the risk of passing the text message along with the code to third parties. It is considered that the person who has received the text message with the code from the Recipient is authorized by the Recipient to collect the Parcel Locker Shipment on behalf of the Recipient.
3. Collecting the Parcel Locker Shipment requires the Recipient to follow the instructions displayed on the Parcel Locker screen, unless the Parcel is delivered to a Local Office, Parcel Service Point, or directly to the Recipient.
4. The availability of individual forms of payment for cash-on-delivery shipments at individual Parcel Lockers or Receiving Offices is published on the website: [https://inpost.pl.](https://inpost.pl/)
5. Collecting a Parcel Locker Shipment at a Local Office or Parcel Service Point is carried out in accordance with the same rules as regard collecting from a Parcel Locker, except that the physical delivery of the Parcel to an authorized person is performed by the Operator's representative at the Local Office or Parcel Service Point during its working hours.
6. If there is a risk of overfilling the originally selected Parcel Locker, the Operator may offer to the Recipient the option to determine another place of delivery of the Parcel by indicating another Parcel Locker located no more than 2 kilometres in a straight line from the Receiving Parcel Locker. In this situation, the Operator will send an e-mail or text message to the Recipient with information about the risk of overfilling the receiving Parcel Locker together with a link to an individually generated website in the domain <https://kurier.inpost.pl/>, where the Recipient may agree or disagree to the delivery of the Parcel to another Parcel Locker indicated on this page. However, if the Recipient consents to this other Parcel Locker, the Parcel can be delivered to this Parcel Locker or to the originally selected Parcel Locker, if delivery to the original target Parcel Locker became available after the consent has been given. The recipient may change the decision to redirect the Shipment, which occurs within the time limit and in the manner specified on the website referred to in the previous sentence. A link to the website referred to in the first sentence will be forwarded to the Recipient by the Operator via e-mail or text message, which will also contain information about the time within which the Recipient may agree or disagree to deliver the Shipment to another Parcel Locker.
7. If the Recipient does not consent to having the Shipment delivered to another Parcel Locker, or if he does not express his decision in this regard within the time limit specified for it, pursuant to the provisions of section 16 above, the Parcel will be delivered to the receiving Parcel Locker, with the proviso that if the Parcel cannot be delivered to this receiving Parcel Locker for the reasons specified in par. 18 below, the Operator will apply the procedure set out in this paragraph.
8. In case that:
9. the receiving Parcel Locker, or the Parcel locker selected pursuant to section 16 above,
10. overfilled, broken, shut down, or the system supporting the Parcel Locker is under maintenance; the same applies to the Parcel Locker selected in accordance with section 16 above,

if the events described in the above points a or b prevent delivery of the Shipment to the Receiving Parcel Locker within the time limit specified in section 1 above, the Operator will place the Shipment for storage in a Parcel Service Point, which will be located no more than 2 kilometres in a straight line from the receiving Parcel Locker. The Parcel will be stored for 2 business days and in this period the Operator enables the Recipient to collect it from the Parcel Service Point where it is stored, during its opening hours indicated in accordance with § 2 section 9 of the Terms and Conditions. After this time, if the Recipient does not collect the Parcel, the Operator will deliver it to the receiving Parcel Locker, where it may be picked up by the Recipient on the terms set out in this paragraph.

1. If the Shipment is stored in a Parcel Service Point, in accordance with paragraph. 18 above, the Operator will send the Recipient a text message or e-mail containing information on:
2. placing the Shipment for storage in a Parcel Service Point, where the Recipient can collect it,
3. a second notification about placing the Shipment for storage in a Parcel Service Point, where the Recipient can collect it, after 24 hours from placing the Shipment in the Parcel Service Point,
4. the end of the period of storage of the Shipment in a Parcel Service Point, which is tantamount to the beginning of the process of delivery of this Shipment to the receiving Parcel Locker.
5. The operator reserves the right to monitor activity near the Parcel Locker. Recordings can be used for complaint purposes and made available at the request of authorized entities.
6. The Operator does not deliver Shipments to PO Boxes operated by Poczta Polska S.A.

DELIVERY OF OVER-SIZE SHIPMENTS § 9a

1. In case of oversized shipments referred to in § 4 section 9 of the Terms and Conditions, the Operator:
2. will contact the Recipient by phone to agree on the place of delivery of the Shipment (the Recipient will give the delivery address to the Operator), and in the event that the Operator is unable to contact the Recipient or has attempted contact unsuccessfully, the Operator will contact the Sender in the manner specified above to determine the address of delivery of the Shipment (determining the new address will be treated as its change at the request of the Sender), or
3. The Operator will send an e-mail to both the Recipient and the Sender at the same time with a request to provide a delivery address. However, if the Recipients and the Sender provide two different addresses, the Operator will consider the address provided by the Sender to be binding.
4. The telephone contact referred to in section 1, point and above or sending the message referred to in section 1, point b above, will occur within 48 hours of sending the message referred to in § 4 section 9 of the Terms and Conditions, and from the moment of this telephone contact or sending the message referred to in section 1, point b above, the Recipient or Sender will have 48 hours to provide the delivery address. If the delivery address is not provided within this period, as well as if the Sender cannot be contacted by phone or contact attempts are ineffective, the Operator will return such a Shipment to the Sender. The Shipment will also be returned if the Addressee refuses to accept the Shipment, the Sender refuses to indicate a new delivery address or specifies an address contrary to the provisions of section 3 below. The price for the return of an Oversized Parcel in a size not exceeding 500x500x800 mm and a weight not exceeding 30 kilograms, as well as the price for the return of an Oversized Parcel exceeding the above dimensions or weight is set out in the Price List.
5. The delivery address referred to in section 1 above, must be within the administrative boundaries of the town where the Local Office is located, to which the Receiving Parcel Locker is assigned, originally indicated by the Sender, and must contain the name/name and surname of the Recipient, street (square, avenue), building/premises number, zip code, city, and the recipient's phone number.
6. The Operator will deliver to the Recipient the Shipment referred to in section 1 above, within 2 business days of receiving data from the Recipient or Sender for the delivery of the Shipment, pursuant to the provisions of section 1-3 above.
7. As a rule, the Operator delivers oversized Parcels with receipt directly to the Recipient or another person authorized to collect at the address indicated in accordance with the provisions of paragraph. 1-3 above. An oversized parcel may also be delivered to an adult household member and other persons authorized to collect the Parcel in accordance with the provisions of Postal Law.
8. In case that:
9. the Recipient is absent at the address at the time of delivery;
10. no person is present who is authorized to collect the Shipment in accordance with paragraph. 5 above;
11. the Recipient or the person authorized to receive the Shipment, in accordance with section 5 above, do not have the calculated collection amount (COD), which will prevent the delivery of a Shipment with the cash-on-delivery option;

- the Operator will - subject to paragraph. 7 below - attempt to contact the Recipient by phone to agree on a second delivery attempt on the same day. If the Operator is unable to contact the Recipient or deliver the Shipment on the same day, the Operator will make a second attempt to deliver the Shipment on the next business day, and in the absence of the Recipient during the second delivery attempt, the Operator will leave information at the delivery address (pol. *awizo*) or notify the Recipient by text message or e-mail that the Parcel can be collected within the next 3 business days at a place and time indicated in the above information or in the notification. Throughout

November and December (if the Shipment is delivered within this period), in the case referred to in section 6, point a-c above, the Operator will, after the first delivery attempt, leave information at the delivery address (pol. *awizo*) or notify the Recipient by text message or e-mail that the Parcel can be collected within the next 3 business days at a place and time indicated in the above information or in the notification.

1. Throughout November and December (if the Shipment is delivered within this period), in the case referred to in section 6 point a-c above, the Operator will, after the first delivery attempt, leave information at the delivery address (pol. *awizo*) or notify the Recipient by e-mail that the Parcel can be collected within the next 3 business days at a place and time indicated in the above information or in the notification.
2. The Parcel referred to above will be stored at a Parcel Service Point or Local Office according to the rules specified in section 6 or 7 above for three (3) business days, starting with:
3. the second delivery attempt - in the case referred to in section 6 above,
4. the first delivery attempt - in the case referred to in section 7 above.

After the expiry of the above-mentioned time for collecting the Shipment, which is 3 business days, the Operator will return a Shipment which was not picked up by the Recipient to the Sender on the terms set out in § 10 of the Terms and Conditions, with the exception of the provisions of § 10 section 4 of the Terms and Conditions.

1. The Shipment is also returned to Sender in the event that the Recipient refuses to accept the Parcel or the recipient's address is incorrect. Return of an oversized parcel is payable according to the rates specified in the Price List.
2. A Parcel stored at a Parcel Service Point or Local Office can be collected during opening hours. The opening hours of Parcel Service Points and Local Offices can be found at [www.inpost.pl.](http://www.inpost.pl/)
3. The delivery receipt for the Shipment may be in writing or in electronic form. Delivery of the parcel is confirmed by the recipient (or another authorized person) by a legible personal signature. Verification of the Recipient in the situation described in section 6 and 7 is carried out on the basis of an advice note left at the delivery address (pol. *awizo*) or on the basis of a telephone number and a code sent by the Operator, with the proviso that the Recipient is verified in a Parcel Service Point only on the basis of the telephone number and the code sent by the Operator. The receipt of delivery of a cash-on-delivery Shipment confirms that payment for the Shipment has been made to the Operator and constitutes confirmation of payment for the Recipient.
4. The provisions of § 9 section 5 of the Terms and Conditions shall apply directly to the delivery rules specified in this paragraph.

UNCLAIMED SHIPMENTS. SZYBKIEZWROTY.PL § 10

1. Any returns of unclaimed Parcel Locker Shipments or ones which cannot be delivered are payable in accordance with the current Price List. The return of unclaimed Parcel Locker Shipments sent without a label is directed to Sender's Parcel Locker or to the address agreed between the Operator and the Sender. Other returns of unclaimed Parcel Locker Shipments are directed to the Local Office from which they were sent, to the Local Office servicing the Parcel Service Point, from which the Parcels were sent or to the Local Office servicing given Parcel Lockers, if the Parcels were sent from Parcel Lockers. Collection of returned Parcel Locker Shipments takes place at the Operator's Local Office indicated above after the Sender is informed. The sender has 7 days to collect the Parcel Locker Shipment. Persons who have a written agreement with the Operator to collect a returned Parcel Locker Shipment from Parcel Lockers can receive returns directly to the company's headquarters, but this service is payable. In this case, the return is payable in the amount of the basic fee for Parcel Locker Shipments.
2. The fee for the cash-on-delivery service and insurance, as well as the paid (collected) fee for the *Paczkomaty 24/7* Parcel Locker service, if the Parcel Locker Shipment is not collected, is not refundable.
3. A parcel that cannot be returned to the Sender or delivered to the Recipient because it is not collected in time, or the address on this Parcel is incorrect, is treated as undeliverable and directed to the Operator's Undeliverable Parcels Warehouse.
4. The Sender, who is a User and a Contractual Customer at the same time, may offer their customers (Recipients) the SzybkieZwroty.pl service, delivered as a *Paczkomaty 24/7* service, provided that the contract has been previously signed by the Sender and the Operator, with prior payment, provided for in the contract or in the Price List, made by the Sender to the Operator. The SzybkieZwroty.pl service consists of the delivery of a Parcel Locker Shipment sent from a Parcel Locker by the Sender's customer who, having received the Shipment from the Sender, entered a generated dispatch code for a said Shipment following the messages displayed on the screen of the Parcel Locker. The sender is responsible for providing his client (Recipient) with the correct code. The Sender's Customer (Recipient) is not entitled to request the Operator to perform the SzybkieZwroty.pl service if the Sender did not provide the Operator with explicit consent to perform this service and did not make payment for this service. The Sender's Customer (Recipient) sending a Shipment as part of the SzybkieZwroty.pl service will be treated as the Sender of this Shipment within the meaning of the Terms and Conditions, with the exception of the right specified in § 14 section 4, and the provisions of these Terms and Conditions shall apply accordingly, in particular the obligation to properly pack the Parcel and secure its content.

OPERATOR'S LIABILITY. COMPLAINTS. COMPENSATION

§ 11

1. The operator is responsible for failing to perform or improperly performing the *P*aczkomaty 24/7 service, unless this occurred:
2. due to force majeure;
3. due to causes occurring solely on the side of the Sender or Recipient;
4. due to a breach by the Sender or Recipient of the provisions of the Postal Law or the Terms and Conditions;
5. due to the properties of the item being shipped, in particular high vulnerability to damage resulting from the item's defects or natural properties; neither is the Operator responsible for the impact on these items of weather conditions, the passage of time since posting, damage resulting from improper packaging or improper protection of the item contained in the Shipment.
6. Barring the provisions of § 13 section 7 of the Terms and Conditions, any claims for improper performance of the *Paczkomaty 24/7* Parcel Locker service expire as a result of accepting the Parcel without reservations, in particular after receiving the Parcel, including from a Parcel Locker, from a Parcel Service Point, or from the Local Office.
7. Barring the other provisions of this paragraph, the Operator shall be liable only for damage or destruction of the Parcel Locker Shipment that took place in the period from the dispatch of the Parcel in the Parcel Locker or in a Parcel Service Point (or possibly after receiving the Parcel from the Sender) until the Shipment is delivered by Parcel Locker, Parcel Service Point, Local Office, or directly to the hands of the Recipient or a person authorized to collect the Parcel.
8. The Operator is not responsible for delays in the delivery of a Parcel Locker Shipment to a Parcel Locker, Parcel Service Point, or Local Office and for delays in the delivery of a Parcel directly to the Recipient, if they result from force majeure or reasons beyond the Operator's control.
9. The Operator is not responsible for damages to the Shipment:
10. consisting in the loss of information recorded on all kinds of data carriers, including optical and magnetic discs;
11. consisting of a loss in measure and weight within the limits of natural loss standards, and in the absence of said standards - within traditionally accepted limits;
12. resulting from the natural wear and tear of an item, its defects and natural properties;
13. arising from war, a state of emergency, strikes, riots, terrorist acts, sabotage;
14. caused by a nuclear reaction or radioactive contamination, regardless of the source of the contamination;
15. resulting from incorrect addressing;
16. consisting in the mismatch of the weight and content of the Shipment with the weight and content declared at the time of sending, if the packaging does not show any signs of tampering;
17. visible damage reported later than when the Shipment was received.
18. The Operator is responsible for not performing the *Paczkomaty 24/7* service or performing it incorrectly to the extent specified in these Terms and Conditions, unless the non-performance or improper performance thereof:
19. is a consequence of illegal activity;
20. occurred due to the Operator's intentional fault;
21. is the result of the Operator's gross negligence.

In the situations referred to in letters a), b), and c) above, the Operator is liable on general principles in accordance with the provisions of the Act of April 23, 1964. - Civil Code (Dz.U. 1964 nr 16 poz. 93, z późn. zm.).

§ 12

1. If the Parcel is delivered to a Parcel Locker at a later date than specified in § 9 section 1, the Sender or Recipient has the right to lodge a complaint for delayed delivery of the Shipment.
2. The complaint is lodged:
3. not earlier than the fifth (5th) day from the date of dispatch of the Shipment;
4. however, not later than 60 (sixty) days from the date of dispatch of the Shipment.
5. The complaint should include:
6. name and surname or business name and address of residence or registered office of the Sender and the Recipient;
7. indication of the complainant;
8. bar code number stuck on the confirmation of posting and on the parcel;
9. the justification of the complaint;
10. complainant's contact telephone number or electronic address.

§ 13

1. The *Paczkomaty 24/7* Parcel Locker service is considered not performed if the Shipment or its content has been completely destroyed or lost.
2. The *Paczkomaty 24/7* Parcel Locker service is considered not performed correctly if the Shipment or its content has been damaged.
3. Undelivered Parcel Locker Shipments will be considered lost if delivery or notification about the possibility of its collection in a Parcel Locker, Parcel Service Point, or Local Office or its direct delivery to the Recipient has not occurred within 30 days of its posting.
4. A model complaint / damage report form is set out in an Annex to the Terms and Conditions.
5. It is not possible to make a complaint via the PM, however, the Operator allows initiating the complaint procedure during the process of collecting a Parcel from a Parcel Locker by completing the instructions in accordance with the instructions displayed on the screen of the Parcel Locker. For this purpose, using the appropriate option in the Parcel Locker, immediately place the Parcel back in the Parcel Locker box, leaving it at the Operator's disposal. The complaint form is sent to the Recipient's email, and should be completed within 14 days and confirmed, which is equivalent to submitting a complaint. If the form is not completed by the specified deadline the Parcel will be sent back to the Sender. After removing the Parcel from the Parcel Locker and delivering it to the Local Office by Courier, the Operator opens the Parcel in the presence of a committee and prepares an appropriate protocol. On this basis, the Operator's Complaint Department confirms the reasonableness of the complaint or refuses to recognize it and therefore takes further actions specified in the Terms and Conditions.
6. Until the complaint has been lodged, the Recipient has the option of picking up the Parcel Machine Shipment from the Operator's Local Office.
7. Claims for Shipment defects or damage invisible during pick-up may be reported by the Recipient no later than within 7 days from the date of collecting the Shipment. If the Recipient finds damage invisible at the time of receiving the Shipment, it is necessary to draw up a damage report at the Operator's outlet and for this purpose the Recipient must go with the Parcel which is the object of complaint to the Operator's outlet no later than within 7 days from the date of receipt of the Shipment, to have a damage report prepared by the Operator, and then report the complaint on the form in accordance with section 5 above.

§ 14

1. Customers are entitled to compensation for failure to perform or improper performance of the *Paczkomaty 24/7* service:
2. for the loss or damage to a Shipment that is not correspondence - in an amount not higher than the normal value of the lost or damaged items;
3. for the loss or damage to a Shipment with a declared value - in the amount requested, but not higher than the declared value of the Shipment;
4. for the loss of correspondence - in the amount of ten times the service fee, but not less than fifty times the fee for treating a letter as registered, specified in the universal service price list;
5. for the loss of an insured Shipment - in an amount not higher than the sum resulting from the insurance for a given Shipment, determined in accordance with the provisions of § 28.
6. If the posted items or materials have a value exceeding PLN 200 (two hundred), or the loss or damage of these could result in a claim exceeding this amount, the Operator recommends purchasing Shipment insurance indicated in § 28 of these Terms and Conditions. The above does not exclude or limit the Operator's liability for loss or damage of the Shipment.
7. Compensation is paid upon request made in the complaint. If the amount of compensation is not specified in the complaint, and the right to compensation is not in doubt, the Operator calls on the complainant to indicate the amount of compensation.
8. If the Operator fails to perform the service, irrespective of the compensation payable, the Operator fully reimburses the fee charged for the service.

§ 15

1. The parties entitled to compensation for failure to perform or improper performance of the *Paczkomaty 24/7* service are:
2. The Sender;
3. The Recipient - if the Sender waives the right to redress for the benefit of the Recipient or if the Shipment is delivered to the Recipient or picked up by the Recipient from the Parcel Locker.
4. Complaints can be submitted:
5. due to loss or damage of the Shipment:
6. directly on receipt of a damaged Parcel or one with content loss, if the Operator has prepared a damage report at the time;
7. after acceptance of the Shipment, if a written statement on the identification of defects or damage to the shipment has been made directly upon acceptance or a report has been made, as referred to in point. a);
8. directly at the Parcel Locker according to § 13 section 5 above;
9. within the time limit referred to in § 13 section 7, in the case of damages and losses are found that were not noticeable from the outside after receipt of the Shipment.
10. for the loss of a Shipment, on the day following the expiry of the date on which the *Paczkomaty 24/7* Parcel Locker service should be performed, calculated in accordance with § 9 section 2.
11. The complaint may be lodged not later than within 12 months from the date of dispatch of the Shipment, subject to § 11 section 2 of the Terms and Conditions.
12. Complaints for failure to perform or improper performance of the *Paczkomaty 24/7* Parcel Locker services submitted after the deadlines referred to in section 3 and § 11 section 2 of the Terms and Conditions, will not be considered, of which the Operator immediately notifies the claimant.
13. Complaints for failure to perform or improper performance of the service and complaints

for delayed delivery, are reported in writing or orally for the record at the Operator's Office or by phone by calling the helpline number 722-444-000 or 746-600-000 (both from landlines and mobile phones). or electronically, by completing correctly on the website: [https://inpost.pl a](%09https%3A//inpost.pl%20a) complaint form or in writing

by sending the complaint to the address of the Operator's headquarters located in Kraków, postal code 30-552, at ul. Wielicka 28, marked: „*Dział Reklamacji*”. The complaints procedure may also be initiated in a manner detailed in § 13 section 5.

1. Complaints and grievances submitted in a form other than that specified in point 5 above will not be considered, of which the complainant will be notified in writing.
2. Each submitted complaint and grievance is given a unique number, in the case of a complaint it is an IPR (Internet Complaint Confirmation, pol. *Internetowe Potwierdzenie Reklamacji*) number, and in the case of a grievance - an IPS (Internet Grievance Confirmation, pol. *Internetowe Potwierdzenie Skargi*) number, which the complainant is obliged to provide in subsequent letters regarding the complaint / grievance.
3. Explanatory procedures will be launched in connection with the complaint or grievance.
4. Only one complaint or grievance can be lodged in relation to a specific *Paczkomaty 24/7* Parcel Locker service.

§ 16

1. The complaint should contain at least:
2. name and surname or business name and address of residence or registered office of the Sender and the Recipient;
3. indication of the complainant;
4. subject of complaint;
5. in case of insured Shipments - information about the insurance;
6. number of document confirming posting or Shipment number;
7. justification of the complaint;
8. amount of compensation, if the complainant claims compensation;
9. the complainant's signature for complaints submitted in writing or information identifying the complainant for complaints submitted by electronic means or by telephone;
10. date of complaint;
11. list of attached documents;
12. complainant's contact telephone number or electronic address.
13. The following documents should be attached to a complaint in writing, together with a note on the envelope informing about the number of the complaint (IPR), if such a number has already been assigned:
14. original document confirming posting or printout of the confirmation of sending the Shipment in electronic form;
15. a declaration of waiving the right to redress - if the Sender transfers the rights to the Recipient;
16. a report drawn up by the Operator directly upon receiving a damaged Shipment, or identified deficiencies in its content - in the event that this shipment was collected by the Recipient (damage report), or
17. a statement by the person accepting the Shipment about identified defects or damage to this Shipment made to the Operator directly upon acceptance of the Shipment, taking into account the provisions of § 13 section 7;
18. damaged parcel packaging, if the Operator requests it;
19. a statement confirming the presence of losses or damages to the Shipment invisible at the time of acceptance, subject to the deadline referred to in §13 section 7;
20. citing circumstances confirming posting or delivery of a Parcel and indication of evidence confirming this fact;
21. other documents requested by the Operator during the complaint procedure necessary to clarify and determine the circumstances of the case.
22. A complaint submitted in a form other than in writing should contain the information referred to in section 2 and the date and place of posting the Shipment.
23. A complaint submitted by means of electronic communication should be accompanied by copies of the documents referred to in section 2 and 3. If it is necessary for proper consideration of the complaint, the Operator may request the originals of these documents. If a complaint is lodged by phone, the documents referred to in section 2 should be sent to the Operator.
24. In the case of documents referred to in section 2, point a) and b) it is possible to submit copies thereof confirmed by an employee of the Operator.
25. The original document confirming dispatch or receipt of sending the Shipment is returned to the complainant with confirmation, at any time at their request.
26. Information about failure to perform or improper performance of the *Paczkomaty 24/7* Parcel Locker services, which do not include a compensation claim, will also be considered to be complaints.

§ 17

Filing a complaint in electronic form with an indication by the complainant of their e-mail address is tantamount to consent to the delivery of the request referred to in § 20 section 1, notifications referred to in § 15 section 4 and § 21, and responses to the complaint referred to in § 22 or information on the result of the appeal referred to in § 24 section 1 in electronic form, sent to the indicated address.

§ 18

1. The Operator's Parcel Service Point accepting a complaint in writing or orally for the record shall issue to the claimant a receipt of receiving the complaint, and if the original document confirming the dispatch of the Shipment is attached, also a receipt of receiving that document.
2. If a complaint is lodged directly at a Parcel Service Point (verbally for the record or in writing) or in electronic form, the Operator shall immediately issue a written form or send in electronic form a confirmation of its receipt, specifying the name, address, and telephone number of the Operator's unit or employee examining the complaint.

§ 19

Complaints and grievances are considered by the Operator within 30 days of filing. Complaints and grievances are handled by the Operator's Complaints Department (pol. *Dział Reklamacji*). In the case of complaints, this deadline is counted from the day on which the complainant submits a valid complaint along with all the required attachments.

§ 20

1. If a complaint / grievance does not meet the formal requirements referred to in § 12 section 3 and 16, with the exception of § 16 section 1, point g), the Operator will call on the complainant to remove formal defects, if it is deemed necessary for proper consideration of a complaint, within 7 days from the date of delivery of the complaint under pain of not considering the complaint / grievance. The summons should include instructions on the type of deficiencies to be filled in, the deadline for completing them, and the consequences of not completing the deficiencies on time.
2. The deadline referred to in section 1 shall not be included in the date of consideration of the complaint.

§ 21

Complaints and grievances submitted by an unauthorized person shall be treated as not filed, of which the Operator shall immediately notify the claimant, informing about the possibility of making a complaint by an authorized person.

§ 22

1. The response to the complaint includes:
2. the name of the Operator, and if the Operator designates a unit appropriate for dealing with the complaint, the name of that unit;
3. reference to the legal basis;
4. decision on whether or not to accept a complaint;
5. if compensation is granted - the amount of compensation and information about the payment deadline no later than 30 days from the date of accepting the complaint;
6. information about the right to appeal and an address to which the appeal should be submitted, as well as information about the possibility of pursuing the claims earlier, i.e. before exhausting the second instance complaint procedure, claims set out in the Act in proceedings:
7. in court, or
8. in the out-of-court resolution of consumer disputes before the President of the Office of Electronic Communications (pol. *Prezes Urzędu Komunikacji Elektronicznej*), or
9. before a permanent consumer arbitration court at the President of the Office of Electronic Communications (pol. *Prezes Urzędu Komunikacji Elektronicznej*);
10. information about the Operator's employee identified as authorized to answer the complaint, stating their position.
11. The response to the complaint should additionally include:
12. factual and legal justification - in the event of a refusal to accept a complaint in whole or in part;
13. information about the reason for withholding the Shipment, if the complaint relates to a shipment held by the Operator in the cases specified in art. 36 section 2 of Postal Law.

§ 23

In the event of a refusal to accept the complaint in whole or in part, the complainant may appeal to the Operator to the Appeals Section in the Complaints Department (pol. *Sekcja Odwołań w Dziale Reklamacji*), within 14 days from the date of delivery of the response to the complaint, under pain of not examining an Appeal brought in breach of this deadline.

§ 24

1. The operator shall examine the appeal immediately and inform the complainant of the result of the examination of the appeal within no more than 30 days from the date of receipt of the appeal. The provisions of § 22 section 1 points 1-4, point 6 and par. 2 point 1 and § 17 shall apply accordingly.
2. The information referred to in section 1 should contain instructions on the exhaustion of the complaint procedure and the right to pursue the claims specified in Postal Law in the proceedings:
3. in court, or
4. in the out-of-court resolution of consumer disputes before the President of the Office of Electronic Communications (pol. Prezes Urzędu Komunikacji Elektronicznej).

§ 25

The Operator's failure to reply to a complaint or reply to an appeal against a complaint within the prescribed period results in the complaint being accepted, within the limits of the Operator's liability set out in Postal Law.

§ 26

The summons referred to in § 20 section 1, reply to the complaint, referred to in § 22, information about the result of appeal, referred to in § 24 section 1, as well as notifications referred to in § 15 section 4 and § 21, shall be sent by registered mail with receipt, except for cases where the complaint has been submitted in electronic form.

§ 27

1. If a complaint, in which the claimant sought compensation, is accepted, the Operator shall pay the compensation due no later than within 30 days of accepting the complaint.
2. The Sender or Recipient are entitled to the right to pursue the claims specified in the Terms and Conditions, in court proceedings and in the proceedings referred to in § 24 section 2 points 2 and 3 regardless of whether the complaint procedure has been exhausted.
3. Complaints procedures are considered exhausted if the complaint is refused or the claim is not paid within 30 days of the complaint being accepted. It is not necessary to file an appeal against the complaint to exhaust the complaint procedure.
4. If the complaint procedure is exhausted, the Consumer may use the out-of-court dispute resolution option by electronic means via the on-line ODR platform, which enables pursuing claims in connection with the *Paczkomaty 24/7* Parcel Locker service. The ODR platform is available at: <http://ec.europa.eu/consumers/odr/>.

INSURED SHIPMENTS

§ 28

1. Parcel Locker Shipment can be insured for an additional fee. The Price List for the insurance service and the value of the insurance sums are given on the website: [https://inpost.pl o](https://inpost.pl/)r in a written contract with the Sender.
2. In the event of damage to or loss of an insured Parcel Locker Shipment the Sender (or Recipient, if the Sender waived the claim for damages), is entitled to compensation in the amount equal to the documented, in accordance with these Terms and Conditions, actual value of the Shipment, but not more than the Shipment's insurance value.
3. The Sender or Recipient are entitled to compensation detailed in § 14 of these Terms and Conditions for lost uninsured Parcel Locker Shipments .
4. The provisions of these Terms and Conditions shall apply in full to Insured Shipments, with the following changes:
5. The Sender chooses an insurance option in the PM or Parcel Service Point and makes the appropriate payment in accordance with the current Price List;
6. a written agreement with the Customer may provide for a different method of payment for insuring a Shipment;
7. The Sender is obliged to prepare a Shipment that is to be an Insured in such a way that there is no access to its contents and the goods inside the packaging are properly protected against damage or destruction in transport. In addition, an Insured Shipment must meet the requirements for Parcel Locker Shipments and may not contain items deemed dangerous or unacceptable under these Terms and Conditions, it may not endanger the surroundings and other shipments;
8. The Sender, if the insurance option is chosen, ensures that the contents comply with the requirements of letter c) above and states the amount of insurance, which may be:
9. up to 5 000.00 PLN;
10. between 5 001,00 PLN and 10 000,00 PLN;
11. between 10 001,00 PLN and 20 000,00 PLN;

- in accordance with the current Price List;

1. Information about an Insured Shipment is displayed in the PM or another application used to send Parcel Locker Shipments;
2. After the insurance fee is paid, the Operator assigns the Shipment a dispatch number.
3. If a complaint is lodged regarding the Insured Shipment service, the provisions of the Terms and Conditions shall apply, with the following changes:
4. the claimant is required to provide, in addition to the documents required in the Terms and Conditions, document(s) confirming the actual value of the Insured Shipment (VAT invoice or other proof of purchase) in accordance with the Sender's declaration indicated in section 4, point d) above, and in the absence of a document confirming the actual value of the content of the Insured Parcel, a written statement about the content of the Insured Parcel and other reliable evidence for this circumstance, enabling it to be accepted without doubt that such was the content and value of the content of the Insured Parcel;
5. the Sender, or the Recipient if the Sender waives his claims in accordance with the Terms and Conditions, or their representative duly authorised in a separate written document addressed to the Operator, submits a complaint as well as a claim for damages along with the original document constituting proof of posting and documents confirming the actual value of the Insured Shipment's content, and in the absence of documents confirming the actual value of the content of the Insured Parcel, a written statement about the content of the Insured Parcel and other reliable evidence for this circumstance, enabling it to be accepted without doubt that such was the content and value of the content of the Insured Parcel;
6. a claim for damages is due for destruction, damage, or loss of an Insured Shipment accepted by the Operator in the amount of damage actually suffered, but not more than the insurance amount indicated in section 4, point d) provided that the relevant insurance fee has been paid, at the latest on the day of posting;
7. if the person entitled to receive damages is a VAT taxpayer, the due compensation will be paid in the net amount without VAT;
8. The operator, in order to clarify and consider a complaint and / or claim for damages, may request the authorized person, the Sender, and the Recipient to provide information, explanations and provide appropriate

documents.

1. The insurance does not cover Shipments containing items inadmissible by these Terms and Conditions, including:
2. hazardous substances as defined in separate regulations, in particular flammable, explosive, radioactive materials, corrosive or foul-smelling substances, weapons and / or ammunition;
3. drugs and other psychotropic or intoxicating substances;
4. works of art, antiques;
5. items incomplete or damaged before posting;
6. ID cards.
7. The Operator stipulates that for individual types of *Paczkomaty 24/7* Parcel Locker services, specific rules may be provided for insuring such a Shipment, especially those resulting from an individually concluded contract, and then the provisions of the contract have priority.

SPECIAL CONSUMER RIGHTS § 29

1. The contract for the provision of the *Paczkomaty 24/7* Parcel Locker services concluded with the Consumer by means of the PM is a distance contract within the meaning of Art. 2 section 1 point 1 of the Act on Consumer Rights.
2. The Sender who is a Consumer may, on the basis of art. 27 of the Act on Consumer Rights, withdraw from the contract for the provision of *Paczkomaty 24/7* Parcel Locker service concluded in the manner described in section 1 above, within 14 days of its conclusion, unless the Operator has fully provided the *Paczkomaty 24/7* Parcel Locker service with the express consent of the Consumer, who was informed before the commencement of the service that after fulfilling the service by the Operator, he will lose the right to withdraw from the contract referred to in art. 27 of the Act on Consumer Rights.
3. In the event of withdrawal from the contract by the consumer referred to in section 2 above, a statement of withdrawal from the contract is required, which can be made: on the form attached to these Terms and Conditions, sent via e-mail to the following address: osprawa@inpost.pl or via the electronic form on the website: [https://inpost.pl](https://inpost.pl/) or in writing.
4. In the event of withdrawal from the contract referred to in section 2 above, the Sender who is a Consumer shall bear the costs of the fee provided for in the Price List for the services fulfilled by the Operator by the time of withdrawal from the contract by the Consumer.
5. The Sender who is a Consumer concluding a contract for the provision of the *Paczkomaty 24/7* Parcel Locker services in the manner indicated in section 1 above may express a request to perform this service before the deadline to withdraw from the contract by submitting in the PM a clear statement including such a request.
6. The Operator issues to the Consumer a confirmation of the conclusion of the contract referred to in section 1 with the consent of the Consumer in the form of a pdf file sent to the Consumer's email address provided in the PM.
7. The provisions of section 1-6 of this paragraph shall not apply to contracts for the provision of the Parcel Locker service concluded by the Consumer directly at the Parcel locker, in a Local Office, or in a Parcel Service Point.

UNAVAILABILITY OF SERVICES § 30

The Operator reserves the right to have the service unavailable due to the failure of Parcel Lockers resulting from their damage by third parties, as well as the Parcel Lockers, Parcel Service Points, and payment terminals being temporarily out-of-service in the event of a power outage. Parcel Locker failures will be removed immediately by the Operator or an entity authorized by the Operator.

FINAL PROVISIONS § 31

1. The Terms and Conditions also apply to contracts concluded before its entry into force. This does not apply to contracts concluded with Consumers.
2. Provisions of the Terms and Conditions do not apply to contracts concluded with Consumers if such provisions would be considered a prohibited contractual clause or a practice violating the collective interests of Consumers. In other cases the provisions of the Terms and Conditions are binding to the Consumer, if they have not been expressly excluded in the Terms and Conditions in relation to Consumers.
3. The Operator will inform the Senders of significant changes in the Terms and Conditions and the Price List in the form of information posted on the Operator's website: [www.inpost.pl](http://www.inpost.pl) at least 14 days in advance.
4. The Terms and Conditions enter into force on April 9, 2019. The current Terms and Conditions of November 9, 2018 are repealed with this date.

Appendix 1

TEMPLATE FORM OF WITHDRAWAL FROM THE CONTRACT BY THE CONSUMER IN ACCORDANCE WITH ARTICLE 27 OF THE CONSUMER RIGHTS ACT

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

Addressee: InPost Paczkomaty Sp. z o.o., ul. Wielicka 28, 30-552 Kraków, helpline: 722-444-000 or 746-600-000 (both for landlines and mobile phones).

 I / We[[1]](#footnote-1) hereby inform about my / our withdrawal from the contract for the provision of the *Paczkomaty 24/7* Parcel Locker services

* Date of conclusion of the contract:
* Name(s) of Consumer(s):
* Consumer's address:
* Shipment's dispatch number:
* Consumer’s Signature(s) (only if the form is sent in paper version)
* Date:
1. - delete as inappropriate [↑](#footnote-ref-1)