

Terms and Conditions of Shipment Collection Services by an InPost courier under Allegro Smart!



§ 1. General provisions

1. These Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") define the conditions for performance, by InPost sp. z o.o. with its registered office in Kraków at ul. Pana Tadeusza 4, 30-727 Kraków, entered into the Register of Entrepreneurs kept by the District Court for Kraków - Śródmieście, XI Commercial Division of the National Court Register under the KRS number 0000543759, NIP: 6793108059 (hereinafter referred to as "**InPost**") of the InPost courier collection service (hereinafter referred to as the "**courier**") of shipments handed over by the Sellers within the meaning of the Allegro Regulations, under the SMART program (hereinafter referred to as the "**Collection Service**"), the sender of which is Allegro.pl sp. z o.o. with its registered office in Poznań (hereinafter referred to as "**Allegro**").
2. The Collection service is addressed only to persons offering the sale of goods via the allegro.pl auction portal (hereinafter referred to as the "**Seller**") under the SMART program provided by Allegro in accordance with the Terms and Conditions of the "Allegro Smart!" Service available for Sellers at <https://allegro.pl>.
3. The Collection service is a transport service within the meaning of the provisions of generally applicable law, consisting in the collection, by an InPost representative, of shipments provided by the Seller and delivery to the InPost branch in order to commence the provision of a postal service on the basis of a separate agreement concluded between InPost and Allegro.
4. The current Terms and Conditions are available on the InPost website, available at: <https://inpost.pl/regulaminy>. The Collection service ordered by the Seller before the date of entry into force of the new Terms and Conditions shall be performed on the terms in force on the date of ordering this service. InPost shall notify the Sellers about significant changes in the Terms and Conditions, including the prices and rules for the provision of the Collection Service, in the form of notification sent at least 14 days in advance through the MP and on the InPost website, available at <https://inpost.pl>.
5. The SMART Program is a functionality offered to the Seller by Allegro on the basis of a separate agreement concluded between the Seller and Allegro, under which Allegro is responsible to the Seller for the process of organizing the delivery of Seller's shipments to the persons buying goods from the Seller on the Allegro.pl platform (the Buyer).

§ 2. Principles for ordering and providing the Collection Service

1. The Collection Service may be used by the Sellers referred to in § 1 sec. 2 above, only in relation to the goods offered at the Allegro.pl portal as part of the SMART program and in accordance with the terms and conditions of this program indicated in § 1 sec. 2 above, provided that they have an active individual account in the Parcel Manager online application (hereinafter referred to as "**MP**") configured and connected to an individual account on the allegro.pl auction portal and have no arrears in payments to InPost. Acceptance of the Terms and Conditions and consent to the processing of personal data to the extent necessary for the proper provision of the Collection Service is required before using this service and shall take place via the account in the MP.
2. The order for the Collection Services must be initiated via the Seller's individual account in MP or via the API (application programming interface) of the MP app. For this purpose, InPost provides the following functions of MP:
 - a) declaring the number of shipments to be collected by the courier,
 - b) ordering the Collection Services by ordering a courier collection to collect the shipments from the Seller in the declared quantity,
 - c) entering detailed data of the Seller in the app, with application for issuing a VAT invoice for the performed Collection Service,

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- d) other functionalities made available to the Seller in MP as part of the cooperation between Allegro and InPost.
3. The Seller, in order to order the Collection Service:
 - a) logs in to MP by entering their e-mail address and individual password known to the Seller,
 - b) orders and pays for the Collection Service when placing a shipment service order,
 - c) generates and prints the shipping label of the shipment,
 - d) permanently places the label on the shipment,
 - e) hands over the labelled shipments to the courier in the amount declared when ordering the Collection Service.
4. The condition for the commencement of the implementation of the Collection Service by InPost is its ordering by the Seller via MP on a business day and before the cut-off time specified for a given zone in accordance with the table below:

Zone "A"	until 4:00 PM
Zone "B"	until 3:00 PM
Zone "C"	until 2 PM
Zone "D"	until 1 PM

5. The hours specified in sec. 4 above are the limit hours for the Seller to submit orders for the collection of the shipment by a courier in the PM. In the event that the Seller submits a shipment courier collection order in the MP after the cut-off time for the zone in which the collection is to take place, this collection will take place on the next business day.
6. Subject to the provisions of item 10 below, the date of sending the shipment collected by the courier is the date on which the courier received the Shipment from the Seller, whereby the courier will attempt to collect:
 - 1) on the business day on which the Seller submitted the order to collect the shipment before the cut-off hours, in accordance with section 5 above, or
 - 2) on the business day immediately following the business day on which the Seller submitted the order to collect the shipment, if the Seller submitted this order with exceeding the cut-off hours, in accordance with section 5 above, or
 - 3) on the business day immediately following the non-business day on which the Seller submitted the order to collect the shipment.
7. Division into zones indicated in the table in sec. 4 above depends on the location of the place of collection of Shipments by the courier and the postal code assigned to this location. The Seller may verify the zone of the location from which the shipment is to be picked up by the courier via the website: <https://inpost.pl>. InPost reserves the right to change the ranges of postal codes assigned to a given zone, shown on the above website, and this will be notified at the above-mentioned website at least 10 days before the planned change, this change will not constitute an amendment to these Terms and Conditions. Due to the above, InPost recommends that the Seller, who wants to order the Collection Service verifies before ordering it, the zone allocation of the collection point of the shipment indicated by them.
8. Collection Service Orders may be submitted by the Sender only on business days. Collections will take place on business days, however, InPost reserves the right to carry out Collections on other days as well, subject to prior arrangements with the Customers..
9. Cutoff hours specified in the table in sec. 4 above, do not apply to permanent courier collections agreed by InPost with the Seller by way of a separate agreement, not constituting the Collection Service described in these Terms and Conditions.
10. If InPost could not collect the shipments on a given day for reasons attributable to the Seller, in a situation of force majeure, or in the event of a breach, by the Seller, of the provisions of the Terms and Conditions or the law, the collection will take place on the next business day following the cessation of the above reasons. If the

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- collection is not possible again on that next day for the reasons indicated above, the pick-up order will be cancelled, and for the next courier collection the Sender is required to re-submit the order Collection service.
11. The collected shipment is transported on the same day on which it was sent (in accordance with sec. 6 above) by courier to the InPost organizational unit, where InPost commences the provision of services covered by the contract concluded between InPost and Allegro in relation to this shipment.
 12. As part of the Collection Service, the InPost courier will not accept parcels without the InPost shipping label generated via MP.
 13. As part of the Service, the condition of the Courier's arrival is the creation of an order for this service. The Courier is not able to create orders for the above service on behalf of the Seller.

§ 3. Collection Service Fee

1. The collection service is payable depending on the quantity of shipments handed over by the Seller to the InPost courier, in accordance with the following price list:

Net price for the Collection Service	PLN 6.34 / 1 pc.	Fee for the collection of one shipment by the InPost courier as part of the Collection Service
	PLN 5.71 / 2 pcs.	Fee for the collection of two shipments by the InPost courier as part of the Collection Service
	PLN 5.07 / 3 pcs.	Fee for the collection of three shipments by the InPost courier as part of the Collection Service
	PLN 4.44 / 4 pcs.	Fee for the collection of four shipments by the InPost courier as part of the Collection Service
	PLN 0.00 / 5 pcs. and more	When handing over five or more shipments to the InPost courier – no fee for the Collection Service.

2. The prices listed in sec. 1 above will be increased by VAT at the applicable rate.
3. When determining the number of shipments, InPost will take into account the number of shipments as part of a single order in the PM.
4. All payments for the Collection Service shall be made by the Seller in advance, through MP, thus the Seller, in order to use the Collection Service, is obliged to have appropriate funds on their MP account. InPost reserves the right to refuse to provide the Collection Service to the Seller, who does not have a sufficient funds on their MP account to pay for the ordered Collection Services. Payments may also be settled in arrears, based on a separate written agreement with InPost.
5. The collection service is free of charge if the Seller orders InPost to collect 5 (five) or more Shipments at once, whereby the above-mentioned sum of shipments includes, in addition to the Shipments transferred as part of the Collection Service, also shipments sent by the Seller as a sender as part of the "Allegro Courier InPost" services offered by InPost (on the Terms and Conditions for the provision of the "Allegro Courier InPost" service by InPost Sp. z o.o.), "Allegro Paczkomat 24/7 InPost" (on the basis of the Terms and Conditions for the provision of the "Allegro Paczkomat InPost" service provided by InPost Sp. z o.o.), courier and transport services (on the basis of the Terms and Conditions for the provision of postal and transport services by InPost Sp. z o.o.) and the "Paczkomat 24/7" service (on the basis of the Terms and Conditions for the provision of the "Paczkomat 24/7" service by InPost Sp. z o.o.). The provisions of this paragraph shall apply only if the shipments are sent or handed over to the courier from the location previously declared for collection by the Seller (the User, the Sender) in the MP.

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§ 4. Final Provisions

1. The transfer by the Seller of rights or obligations under the contract for the provision of the Collection Service to another entity requires the prior consent of InPost, expressed in writing.
2. InPost has the right to refuse to provide the Collection Service to any Sender, who is in arrears with the payment of any remuneration due to InPost from the Seller for a period exceeding 7 days.
3. Business day within the meaning of the Terms and Conditions is every day from Monday to Friday, excluding Saturdays and public holidays.
4. All and any provisions of these Terms and Conditions shall not apply to contracts concluded with consumers, only if such provisions would be considered an unlawful contractual clause or practice violating the collective interests of consumers. In the remaining scope, the provisions of the Terms and Conditions are binding on consumers, unless they have been expressly excluded in the Terms and Conditions in relation to consumers.
5. In matters that are not covered by these Terms and Conditions, the mandatory provisions of law, and in particular the Transport Law Act and the Civil Code, shall apply.
6. The Terms and Conditions shall enter into force on 20 March 2025, replacing the Terms and Conditions of 17 June 2024.