

Terms and Conditions of the "Allegro Kurier InPost" services provided by InPost Sp. z o.o.

GENERAL PROVISIONS

§1

- These Terms and Conditions (hereinafter referred to as the **Terms and Conditions**) determine the principles of performing and using Allegro Kurier InPost services provided by InPost Sp. z o.o. with its registered office in Kraków (hereinafter referred to as **InPost** or the **Operator**), and consisting in receiving, moving and delivering courier shipments with the use of a Courier (hereinafter Courier service).
- The Allegro Kurier InPost services are:
 - Allegro miniKurier24 InPost,
 - Allegro Kurier24 InPost.
- Allegro Kurier InPost services are rendered on Courier Shipments (hereinafter referred to as **Shipments** or the **Parcels**) as defined by the current Terms and Conditions of Postal and Carriage Services provided by InPost Sp. z o.o., available at <https://inpost.pl/regulaminy> (hereinafter referred to as the **Main Terms and Conditions**), and are provided on the terms specified in the Main Terms and Conditions as amended by these Terms and Conditions.
- Allegro Kurier InPost services are intended exclusively for persons offering sale of goods through allegro.pl auction site (hereinafter referred to as the **Sender** or the **Senders**), provided that the terms are fulfilled as stipulated in the present Terms and Conditions and the current Main Terms and Conditions, which apply to Allegro Kurier InPost services, provided that the provisions of these Terms and Conditions shall prevail over the provisions of the Main Terms and Conditions.
- Unless these Terms and Conditions stipulate otherwise, any terms shall be understood as specified in the current Main Terms and Conditions.
- The current Terms and Conditions are available in the Operator's outlets and on the Operator's website. Any Shipments sent before the entry into force of the new Terms and Conditions shall be delivered on the terms binding on the date of shipping. The Operator will inform the Senders about important changes in the Terms and Conditions, including in the Pricelist, in the form of a notice sent at least 14 days in advance to the electronic address provided by each of the Senders (e-mail) and posted on the Operator's website at: www.inpost.pl.
- Allegro Kurier InPost services are paid in accordance with the current Pricelist being APPENDIX NO. 1.
- The Allegro Kurier InPost service is not of common nature and is provided for business purposes according to the commonly binding laws.

SPECIFIC PROVISIONS REQUIREMENTS REGARDING SHIPMENTS

§2

- The subject of Allegro Kurier InPost services is receiving, moving and delivering a Shipment prepared by the Sender, and optionally sending the Shipment back to the Sender, according to requirements of these Terms and Conditions and the current Main Terms and Conditions. A courier shipment cannot contain any items forbidden by the Main Terms and Conditions.
- A Parcel has to fulfill the requirements for shipments stipulated in the act - Postal Law.
- Maximum Parcel dimensions are:
 - For Allegro miniKurier24 InPost service: dimensions - length of the longest side 80 cm, and total sides length does not exceed 160cm), and maximum gross weight of shipment is: 10 kg,
 - For the Allegro Kurier24 InPost service: dimensions - length of the longest side 80 cm, and total sides length does not exceed 160cm), and maximum gross weight of shipment is: 30 kg,
- The price for Allegro Kurier InPost services with the option of sending the Parcel back to the sender is:
 - For the Allegro miniKurier24 InPost service: PLN 8.90 net (PLN 10.95 gross with VAT),
 - For the Allegro Kurier24 InPost service: PLN net 10.90 (PLN 13.41 gross with VAT).
- If a Parcel which does not meet the requirements from sect. 1 or sect. 2 or sect. 3 above has been accepted, the price for the service shall be calculated according to the Pricelist attached as Appendix no. 1 to the Terms and Conditions, provided that any Shipments sent under the Allegro miniKurier24 InPost service that exceed the maximum weight reserved for this service (10 kilograms) shall not be treated by the Operator as Shipments sent under the Allegro Kurier24 InPost service, and the operator shall charge additional fees for such shipments in accordance with the above Price List.

CONDITIONS CONCERNING SENDERS. MP AND PREPARATION FOR SHIPPING.

§3

- Allegro Kurier InPost services are available to the Senders mentioned in § 1 sect. 4 above, only in relation to the goods offered by Allegro.pl site, if they have an active individual account in the Parcel Manager (hereinafter referred to as **MP**) set up and linked to an individual account on allegro.pl auction site and do not have any arrears towards the Operator. Acceptance of the Terms and Conditions and consent to the processing of personal data to the extent necessary to duly provide Allegro Kurier InPost services are necessary before using Allegro Kurier InPost services and may be granted through the MP account.
- Sending of Parcels must be initiated through the Sender's individual account in MP or API (Application Programming Interface) of the MP application. To this end, the Operator makes the following functions available in MP:
 - declaring Parcels for shipping,
 - ordering a courier to collect declared Parcels from the Sender,
 - entering the Sender's detailed data with a request for issuing a VAT invoice,
 - monitoring Parcel delivery status,
 - importing the Sender's completed transactions from the Allegro.pl site and creating Shipments on this basis.
- In order to ship a Parcel the Sender:
 - logs in to MP by entering their own e-mail address and individual password, known to the Sender,
 - pays for the Shipment,
 - generates and prints the shipping label.
 - places the label in a permanent manner on the shipment
- Parcels in Allegro Kurier InPost services cannot be shipped without the shipping label.

SHIPPING THROUGH A COURIER

§4

- The Sender can use the service of sending the Parcel through a courier, who arrives at the Sender's to collect any Parcels declared by them earlier for shipping in MP.
- The Sender who uses the service of sending the Parcel through a courier pays a one-off fee, regardless of the price for Allegro Kurier InPost services, dependent on the number of shipments shipped through a courier and specified in the Pricelist attached as Appendix no. 1 to the Terms and Conditions.
- The service of sending the Parcel through a courier is included in the price, if the Sender orders 5 (five) and more Parcels at once. Any Parcels shipped under the "Allegro Kurier InPost" service sum up with shipments sent under the "Allegro Paczkomaty24 InPost" services on the basis of the current Terms and Conditions of the Allegro Paczkomaty 24 InPost service provided by InPost Sp. z o.o. based in Krakow. The provisions of this section shall apply only when sending a Parcel through a courier from the place earlier declared for collection by the Sender (User) in MP.
- On the terms described in separate terms and conditions, the Operator may establish an additional manner of releasing the Senders from the fee for the service of sending a Parcel through a courier.
- The Operator ensures the collection service according to the Terms and Conditions, collecting Parcels on the given working day provided that the Parcels are notified to the Operator for shipping before 13:00 – in the case of collection of any Parcels by a courier in cities with a population below 50, 000 inhabitants or before 15:00 – in the case of collection of any Parcels by a courier in cities with a population higher than 50,000 inhabitants (the number of inhabitants is determined on the basis of up-to-date and available results of studies by Statistics Poland (National Statistical Office, GUS)). The Operator reserves that in exceptional situations the Parcels may be collected by a courier on the next business day, despite notification of the Parcels for shipping before the times indicated in the previous sentence, if the Operator could not collect the Parcels on the given day for reasons beyond their control e.g. a force majeure (an incident of force majeure is deemed to be any external event, that could not or almost could not have been predicted, the effects of which cannot be prevented, and in particular the forces of nature (earthquakes, hurricanes, floods), as well as riots, general strikes, military actions and actions of the state (import, export bans, border and port blockades, expropriations).
- When the Parcels are notified for acceptance after the times specified in section 5 above on the given day, the Operator may collect the Parcels on the following working day.
- If the Sender transfers a smaller number of Parcels than the one originally declared, the Operator has the right to collect the fee due for the collection service, subject to the provisions of § 4 sect. 2 of the Terms and Conditions. The Operator reserves the right to verify the fee – originally calculated on the basis of the number of Parcels declared by the Sender for shipping – for the collection service.
- Sending Shipments directly in an InPost branch, a Parcel Handling Point or in an Automatic Parcel Station is free of charge. This does not exempt the Sender from the obligation to pay the price for the particular "Allegro Kurier InPost" service, which is a separate fee.

RETURNS

§ 5

- Returns due to impossible delivery - the Parcel is returned to the Operator's sending branch and then returned by courier to the Sender.
- Returns on request. A parcel delivered to the Recipient should be notified to Allegro with a request to return it to the Sender. At the request of the Recipient Allegro delivers the return code to the Recipient. The return code can be used only once. Based on this code the Recipient, now known as the "return sender" shall be entitled to ship the Parcel as a return in an Automatic Parcel Station, in the Operator's branch or in the Operator's selected post office. The Recipient cannot order a courier in order to ship the Parcel back to the Sender.
- The return service is exempted from the fee for Parcel return to the Sender due to the exhausted possibility of its delivery (notification, refusal to collect) or due to the return being at the request of the Parcel Addressee (exchange of goods or resignation from purchase).

OTHER TERMS

§ 6

- The Operator allows payment of the price by the Addressee for the goods sent in the Parcel on Parcel collection (cash on delivery, COD), if the COD amount does not exceed PLN 5,000.00. The payment can be made directly to the Courier and only by means of the exact amount of cash or with the use of a payment card, through the Operator Courier's payment terminal supporting the following payment cards: VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro (when the Operator Courier notifies the Recipient about such possibility). The Operator collects an additional fee for collection in the amount consistent with the Pricelist attached as Appendix no. 1. The cash on delivery fee includes Parcel insurance.
- The price of Allegro Kurier InPost services includes insurance of each shipment up to PLN 5000. The Operator allows insurance of Shipments for a higher amount according to the Pricelist attached as Appendix no. 1 to the Terms and Conditions.
- When displaying items for sale at allegro.pl, the Sender can indicate a lower price for "Allegro Kurier InPost" services than specified in § 2 sect. 4, provided that they cover the difference between the price specified in § 2 sect. 4 and the price indicated for the "Allegro Kurier InPost" services at the transaction on the Site. The price for "Allegro Kurier InPost" services visible at the given transaction cannot be higher than specified in § 2 sect. 4.
- The Sender's transfer of the rights or/and obligations resulting from the Allegro Kurier InPost service agreement to another entity requires a prior consent of the Operator expressed in writing.
- The Operator shall be entitled to refuse provision of Allegro Kurier InPost service to each Sender who delays payment of any remuneration for a period longer than 7 days.

6. The Sender can use additional paid services provided for in the Main Terms and Conditions, in particular the Parcel insurance option.
7. The Sender, the Addressee and the Operator shall be obliged to follow the provisions of the current Main Terms and Conditions, which are not inconsistent with the provisions of these Terms and Conditions.
8. Unless these Terms state otherwise and the Sender with the Operator agree otherwise in writing, the Sender and the Operator have the obligations and are entitled to the rights specified in the current Main Terms and Conditions.

SERVICE PARAMETERS. DELIVERY

§ 7

1. The Parcel delivery is made to the recipient's address indicated on the shipping label.
2. The Operator undertakes to deliver the Parcel on business days within the declared time D+1, and this is not a guaranteed deadline as defined by the postal law.
3. The Operator undertakes to return the Parcel on business days within the declared time D+3, and this is not a guaranteed deadline as defined by the postal law.
4. Delivery deadlines specified in sect. 2 and 3 shall be in force, provided that any Parcels sent through the Branch or POP have been shipped on the given business day before 12.00, and directly through a courier – on the given business day before the time specified in § 4 sect. 5 of the Terms and Conditions. Failure to meet these terms shall prolong the delivery time by one business day. Delivery deadlines include only working days, and the delivery terms do not continue to run on holidays and statutory holidays.
5. The delivery deadlines specified in sect. 2 above shall be postponed by no more than three working days in the case of Parcels accepted by the Operator which do not meet the conditions stipulated in § 2 sect. 1 or /and 2 or/and 3, provided that allowed by the Operator's technical possibilities and the circumstances beyond the Operator's control e.g. Sender's or/and Addressee's actions or omissions, logistic problems, difficult weather conditions, etc. The Operator has also a full right to refuse performance of the Allegro Kurier InPost service, and send the Parcel back to the Sender, if the Parcel does not meet the requirements stipulated in the Terms and Conditions, in particular if the Parcel or/and the goods exceed the dimensions or/and the weight specified in § 2 sect. 2 or/and 3 above.
6. Any complaints shall be examined on the terms stipulated in the current Main Terms and Conditions. The Operator undertakes to make efforts to ensure that the complaints are examined as far as possible without an unnecessary delay, within 14 working days with possible extension until the time for examination resulting from the Terms and Conditions.

PAYMENTS

§ 8

1. The amount of remuneration due to the Operator results from § 2 sect. 4 above and constitutes the product of the Parcels shipped and the basic price per one Parcel depending on the chosen service (for the Allegro miniKurier24 InPost service: PLN 8.90 net, for the Allegro Kurier24 InPost service: PLN 10.90 net). Subject to the provisions of these Terms and Conditions, the amount of remuneration due to the Operator for the services provided in connection with Shipment delivery is determined by the current Pricelist available at each Parcel Handling Point and on the Operator's website at: www.inpost.pl. Remuneration for any ordered additional services will be added to the basic price in accordance with the current Pricelist.

2. Any payments, including remuneration due to the Operator are made exclusively through MP. The Sender is obliged to have necessary funds on their account in MP, including for payable fees for shipping through a courier. The Operator has the right to refuse performance of any services for any Sender who does not have a sufficient amount of funds on their account in MP to pay for the services ordered. Any provisions of the Terms and Conditions of the Courier service contrary to the provisions of this section shall not apply.
3. The Operator shall add the amount of VAT to the net amount of remuneration according to the presently binding rate.
4. The remuneration shall be paid in advance by the Sender.
5. For any Senders who meet all of the following conditions the Operator can introduce the option of payment in arrears - debit account:
 - a) The Sender must sign a respective debit account agreement with the Operator (post-paid);
 - b) The Sender must have a positive history of cooperation with the Operator (minimum 3 months of using the services of the Operator and without any arrears);
 - c) the maximum awarded monthly debit amount: 25% of the net turnover amount (net value of the services purchased by the Sender from the Operator) for the last quarter;
 - d) the maximum awarded monthly debit amount will be verified and corrected once every quarter;
 - e) The Sender's payment of the debit amount within no more than 7 days from the end of each calendar month;
 - f) The Operator may unilaterally refuse further provision of the services, including with the option of payment in arrears (debit account) or/and request payment of the whole amount used and unpaid by the Sender in the event of any incidents or a justified suspicion which indicates the risk of the Sender's failure to pay the unpaid debit amount within the time indicated in letter e) above;
 - g) The Operator may unilaterally request payment of the whole amount used and unpaid by the Sender as well as refuse further provision of the services also with the option of payment in arrears (debit account) in the event of at least one violation by the Sender of the principles of the debit account referred to in this section.

FINAL PROVISIONS

§ 9

1. Any provisions of these Terms shall not apply with reference to agreements concluded with consumers, only if such provisions would be regarded as a forbidden contractual clause or practice violating consumers' collective interests. To the remaining extent, the provisions of the Terms and Conditions are binding upon a consumer if they haven't been explicitly excluded in the Terms and Conditions with reference to consumers.
2. The provisions of the current Main Terms and Conditions, and the absolutely binding legal regulations, in particular the Act - postal law as well as the Civil Code, shall apply in any cases not regulated in these Terms and Conditions.
3. The Terms and Conditions come into force as of 1 February 2020 - as of this date the previous Terms and Conditions of 9 July 2018 are repealed.