§ 1. Preliminary Provisions

1. These Terms and Conditions for the provision of postal and transport services by InPost Express Sp. z o.o. (hereinafter referred to as the "Terms and Conditions") define the terms and conditions for the performance of domestic postal and transport services provided by InPost Express 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 KRS number 543759 NIP: 6793108059 (hereinafter as: "Operator" or „InPost Express”).
2. You must necessarily read these Terms and Conditions before using the service. By starting to use the Service, Users confirm that they have read the relevant Terms and Conditions for the Services, accept their provisions and undertake to comply with them.

§ 2. Definitions

* 1. For the purposes of these Terms and Conditions, the following terms are defined:

1. Price List - a document which specifies the maximum weight and dimensions of Parcels, prices of the 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. The P](http://www.inpost.pl/)rice List sets out the prices for Services offered to clients with whom the Operator has concluded written contracts for the provision of Services (business clients), as well as clients with whom the Operator has concluded contracts in a different form (Individual clients).
2. Business days - days from Monday to Friday, excluding Saturdays, Sundays, and public holidays.
3. Consumer - a natural person who concludes a contract for the provision of a Service (Services) with the Operator for purposes not directly related to business or professional activity.
4. Courier - an employee/representative or subcontractor of the Operator.
5. Waybill / Shipping label - a document constituting proof of the conclusion of the Service Contract constituting Annex 2 to the Terms and Conditions.
6. Sender - a natural or legal person or organizational unit without legal personality who hands over a parcel to a Courier or posts it in a Parcel Service Point or Parcel Locker to have the Service performed.
7. Recipient - a natural or legal person or organizational unit without legal personality to whom the Shipment is to be delivered.
8. Local Office - an organizational unit of the Operator forming its logistics network in which the Sender or Recipient may perform the actions specified in the Terms and Conditions.
9. Operator - InPost Express sp. z oo., providing Services in accordance with the Terms and Conditions.
10. Parcel Locker - a self-service electronic deposit box, enabling the authorized person to send and/or collect Parcels, which is an automated point of sale indicated in art. 3 section 1 point 5 of the Act of 30 May 2014 on consumer rights (Dz. U. z 2014 r. poz. 827, hereinafter referred to as the "Act on Consumer Rights"). The current list of Parcel Lockers is available on the website [www.paczkomaty.pl.](http://www.paczkomaty.pl/)
11. Cash-on-delivery - an additional service which makes the pick-up of a Shipment dependent on the recipient paying a fee, which will be transferred to the Sender's bank account.
12. Postal Law - Act of 23 November 2012 on Postal Law (Dz.U. 2017, poz. 1481, ze zm., hereinafter referred to as "Postal Law").
13. Transport Law - Act of 15 November 1984 On transport law (Dz.U. 2015, poz. 915, ze zm., hereinafter referred to as "Transport Law").
14. Protocol (damage report) - a document describing issues with the Shipment's condition, including its damage or loss of content.
15. Shipment - Courier Shipment or Freight Shipment which is the subject of the Service. The word **Parcel** may be used when referring to the physical object being shipped.
16. Undeliverable Shipment - a shipment that cannot be delivered to the Recipient or returned to the Sender due to the lack or incorrect address of the Sender.
17. Courier Shipment - a registered shipment which is a postal parcel (up to 20 kg in weight and dimensions (i) none of which may exceed 200 cm; or (ii) which may not exceed 300 cm for the sum of the length and the largest circumference measured in a direction other than length), received, sorted, moved, and delivered in a way that ensures:
18. collection from the Sender directly,
19. tracking a shipment from posting to delivery,
20. delivery of a shipment within the guaranteed time limit specified in the Terms and Conditions or a contract with the Sender,
21. delivery of a Shipment directly to the addressee or a person authorized to collect it,
22. obtaining a receipt for delivery in written or electronic form.
23. Cash-on-delivery Shipment - A Shipment which can be collected dependent on the recipient paying a fee, which will be transferred to the Sender's bank account.
24. Freight shipment - items accepted for transport on the basis of one Waybill. A Postal Parcel (Courier Shipment) which the subject of a Postal Service within the meaning of Postal Law does not constitute a Freight Shipment. A freight shipment may consist of one or more Elements.

(19a) Element - an independent package constituting all or part of a Freight Shipment. The requirements of § 5 section 2 and § 8 section 1 - 5 apply to Elements.

1. Parcel Service Point - a place where it is possible to send or collect a Shipment. The current list of Parcel Service Points is available at: [www.inpost.pl](http://www.inpost.pl).
2. Terms and Conditions - These Terms and Conditions for the provision of postal and transport services by InPost Express Sp. z o.o.
3. Application - a network application used by the User to manage the Services provided (i.e. sending and tracking Shipments and managing the account); made available to the User free of charge after creation of an account on the website: [www.inpost.pl](http://www.inpost.pl)
4. Service (Services) - Postal and Transportation Services performed by the Operator.
5. Postal service - a service consisting of receiving, sorting, moving, and delivering courier shipments, excluding correspondence and parcels with a declared value, based on Postal Law.
6. Transport service - a service consisting of receiving, transporting, and delivering Shipments that are not Postal Shipments, based on Transport Law.
7. User - a person who has an individual account in the Application.
8. Contracting Party - a natural or legal person or organizational unit without legal personality who commissions the Operator to perform the Service. The Contracting Party may be the Sender, Recipient, or a third party.

§ 3. General provisions. Range of activities

1. The Operator provides Services within guaranteed delivery times specified in the Price List. Unless the Price List provides otherwise, the delivery date specified therein is expressed in business days. If the Price List does not specify a guaranteed date of delivery of the Shipment, it is assumed that it is 14 business days.
2. The catalog of provided Postal Services covers only the collection, sorting, moving, and delivery of courier shipments, excluding correspondence and parcels with a declared value as defined in Postal Law. The Operator does not provide Postal Services for shipments other than those indicated in the previous sentence.

§ 4. Services Price List

1. The prices of services provided by the Operator are specified in the Price List valid on the day of posting the Shipment.
2. The current Price List is available to every customer at all Parcel Service Points and on the Operator's website at [www.inpost.pl. C](http://www.inpost.pl/)hanging the Price List does not constitute a change to the Terms and Conditions.

§ 5. Payments

1. Depending on the Sender's instruction, the Service rendered will be paid for by:
2. The Sender;
3. or the Contracting Party, who is neither the Recipient nor the Sender.
4. The Operator reserves the right to verify the calculated fees for the Service provided. In particular, the Operator has the right to verify the weight and dimensions of a Courier Shipment or Element at every stage of the Service. The incompatibility of these with the information provided by the Sender constitutes the basis for a corresponding change in the price of the Service provided, in accordance with the Price List.

§ 6. Operator rights

1. The operator reserves the right to refuse to conclude a contract for the provision of services and to withdraw from the contract if at least one of the following circumstances occurs:
2. The Sender does not meet the requirements for the provision of Services specified in Postal Law and regulations issued on its basis (for the Postal Service) or Transport Law (for the Transport Service), as well as in the Terms and Conditions;
3. the content or packaging of the Parcel endangers third parties or the Operator;
4. there are inscriptions, images, drawings, or other graphic signs infringing the law on the packaging of the Parcel or on the visible part of its content;
5. The service would be performed in whole or in part in an area not covered by an entry in the register of postal operators kept by the President of the Office of Electronic Communications, unless the Operator has concluded a cooperation agreement enabling the Service to be provided outside this area;
6. accepting or moving the Shipment is prohibited by other laws.
7. In addition, the Operator reserves the right to:
8. refuse to conclude a contract for the provision of the Service if the Shipment does not meet the conditions required by the Operator to conclude the contract;
9. withdraw from the contract for the provision of the Service if the Shipment does not meet the conditions specified in the contract;
10. refuse to accept Shipments containing items listed in section 6.4 of the Terms and Conditions.
11. In the event of from the contract for the provision of the Service by the Operator for reasons detailed in section 6.1 or section 6.2 point 2 of the Terms and Conditions, the accepted Shipment shall be returned to the Sender at their expense and the fee charged for the Service shall be refunded.
12. It is not acceptable to place items in the Shipment which are prohibited by applicable law, including by Postal Law, Transport Law, and the relevant provisions of the Universal Postal Union, as well as:
13. items obtained through criminal activity;
14. money, securities, other documents serving as means of payment;
15. valuables (jewellery, works of art, antiques, numismatics, etc.);
16. 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 weapons ammunition, ammunition and other explosive or flammable materials (including weapons within the meaning of art. 4 section 1 of the Act of 21 May 1999 on weapons and ammunition, excluding: blank-firing pistols, start and alarm pistols, as well as ammunition for these pistols, provided they are not firearms within the meaning of the Act, and if prior to sending such a Shipment the Sender provides the Operator with the documents required by the abovementioned Act, and meets the other conditions for the implementation of such a service);
17. ammunition, excluding blanks up to 6 mm calibre;
18. chemically and biologically active substances;
19. 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;
20. 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;
21. narcotics, psychotropic substances, and so-called „*dopalacze*”;
22. perishable items;
23. products and articles requiring special transport conditions (including those emitting odour or liquid);
24. dead or live animals and plants;
25. human corpses, human or animal organs;

* - the above list 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 (Contracting Party) before accepting the Shipment.

1. 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 section 6.1 and 4 of the Terms and Conditions, the Operator may, taking into account relevant laws and regulations, check the contents of the Shipment at each stage of the Service, also before accepting the Shipment, and then decide to refuse to collect the Shipment, accept the Shipment for implementation 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, and in exceptional and justified situations, may, in accordance with applicable regulations, 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 Shipment will be marked with a special label.
2. If the content or defective packaging of the Shipment resulted in:
3. 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 of Operator's employees' work related to moving, transporting, sorting, and delivering the Shipment;
4. 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,
5. 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;
6. 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 1-4 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 1-4 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. Regardless of the provisions of section 6.6 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 section 6.6 point 1-4 of the Terms and Conditions. The Sender is liable for these damages on general principles.
2. The Operator has the right of lien on Shipments in order to secure claims arising from the provision of the Service and on other justified claims arising from additional costs of providing the Service, attributable to the Sender or Recipient. The above shall not apply if the Recipient of the shipment is a public authority.

§ 7. Accepting Shipments

1. Shipments can be accepted for transport (shipping and delivery) based on a previous notification made via the Application, as follows:
2. at a Parcel Service Point where the Shipment has been delivered by the Sender. Shipments sent from a Parcel Service Point or the Operator's Local Office may not be forwarded for further movement on the same day. This applies to cases when the Shipment is posted after the so-called final hour, i.e. after 12:00. Shipments posted after 12:00 will be treated as dispatched on the next business day.
3. at a Parcel Locker where the Courier retrieves a Shipment delivered to the Parcel Locker by the Sender. The date of sending a Shipment from a Parcel Locker is at the latest the next business day after placing the parcel in the Parcel Locker.
4. at the Sender - when the courier receives the Shipment from the Sender.
5. If the Sender and the Contracting Party are not the same person, it is considered that the Sender acts on behalf of the Contracting Party.
6. A Shipment will be sent under condition that it is correctly addressed in accordance with the model made available to the Sender at a Parcel Service Point, by the Courier, or in the Application.
7. A correct address for a Shipment contains in particular:
8. correct address (street, building / apartment number, zip code, and city) and contact details (phone number and optionally email address) of the Sender;
9. correct address (street, building / apartment number, zip code, and city) and contact details (phone number and optionally email address) of the Recipient;
10. information about the Shipment (dimensions, weight, value, and specific information about its contents).
11. A Shipment is accepted after positive verification by the Operator (Courier, Local Office employee, or employee of a Parcel Service Point) of the data indicated on the Shipment, their compliance with the Waybill/Dispatch Label and the possibility of providing the Service. Assessment whether it is possible to deliver the shipment without destroying or damaging its content is based only on the characteristics of the shipment that can be seen from the outside of its packaging.
12. The Service contract is concluded when the Courier accepts the Shipment, which includes taking it from a Parcel Locker, in accordance with section 7.1 point 2 of the Terms and Conditions or upon accepting the Shipment for dispatch at a Parcel Service Point.
13. The Waybill / Shipping Label confirmed by the Operator, which can also be an electronic transmission, computer printout, or other document used by the Operator containing the data specified in these Terms and Conditions and legal provisions, is proof of the conclusion of the contract for the provision of the Service.
14. The value of the Shipment indicated by the Sender (Contracting Party) cannot exceed its normal value and should be confirmed by relevant evidence (e.g. invoices, bills, or other documents). In the case of Senders who are not Consumers, items and any materials with a value exceeding PLN 200 (two hundred PLN), or whose loss or damage could cause a claim exceeding this amount, cannot be sent in Shipments other than a Shipment with insurance purchased. If the Sender (Contracting Party) does not purchase insurance, the Operator's liability related to the provision of the Postal Service or Transport Service is limited to the amount of PLN 200.
15. The service of sending a Shipment via courier - described in section 7.1 point 3 of the Terms and Conditions is included in the price if the Sender has ordered the dispatch of 5 (five) or more Parcel Locker Shipments, Courier Shipments, or Elements at once, with the Shipments posted pursuant to these Terms and Conditions of providing postal and transport services by InPost Express Sp. z o.o. combine with those posted pursuant to the Terms and Conditions for the provision of the *Paczkomaty 24/7* service by InPost Paczkomaty Sp. z o.o. (called "Parcel Locker Shipments") and the current General Terms and Conditions for the provision of postal services by InPost S.A.

§ 8. Packaging and Parcel dimensions

1. The Sender is responsible for ensuring the quality of the Parcel's packaging appropriate to its content.
2. The Sender is obliged to properly pack the Shipment, as well as to hand it over in a condition that enables its proper transport and ensures that it will not damage other Shipments during transport, as well as its delivery without loss of contents or damage. In particular, the packaging should:
3. be properly closed so as to prevent access to the contents of the Parcel;
4. be sufficiently strong for the weight and content of the Parcel;
5. have internal protections preventing movement of the contents of the Shipment;
6. Elements weighing over 30 kilograms, which due to their dimensions require the use of specialized equipment (such as forklifts, electronic or hydraulic lifts) to be moved, must be placed on a pallet enabling their movement using this equipment. All Elements weighing more than 50 kilograms must be placed on a pallet and attached to it in a way that prevents them from being separated from the pallet during transport.
7. The maximum weight and dimensions of courier Parcels and Elements are specified in the Price List.
8. A non-standard Parcel is a courier Shipment or Element with one of the dimensions exceeding 120 cm or the sum of dimensions (length + width + height) exceeding 220 cm. The non-standard Parcel is also a round, cylindrical, oval, or irregularly shaped element, or one with protruding parts. A length-based weight Shipment is not a non-standard Parcel. The Price List may specify exclusions from treating a given Courier Shipment or Element as a non-standard Parcel.
9. A volumetric package is a courier shipment or Element with dimensional weight exceeding its actual weight. If such a Courier Shipment or Element is sent, the dimensions and weight of the volumetric package - for operational and billing purposes - are determined based on the overall weight calculated according to the formula: length (cm) x width (cm) x height (cm) / 6000. The Operator reserves the right to charge, in accordance with the Price List, an additional fee for determining dimensional weight of a volumetric package, as well as for each started kilogram of dimensional weight over 50 kg of dimensional weight. However, if the dimensional weight exceeds 70 kg, the Operator will treat and price such a volumetric package as a Pallet Shipment (Standard Pallet Service, according to the Price List). The provisions of this section shall not apply to contracts for the provision of Services concluded by the Operator with Consumers.
10. A length-based weight Shipment is an Element with a length of the longest side exceeding 200 cm. The operator has the right to charge an additional fee to the price of such Shipments for each commenced meter of length over 200 cm, while the maximum length of the Parcel may not exceed 350 cm, and the weight of the Element may not exceed 30 kg. The provisions of this section shall not apply to contracts for the provision of Services concluded by the Operator with Consumers.
11. The circumstance of calculating fees for parcels indicated in section 8.5-8.7 above does not exclude the Operator's rights to charge fees specified in the Price List for Courier Shipments and Elements for which the weight or dimensions declared by the Sender do not match the actual weight and dimensions verified by the Operator.
12. In the case of Shipments sent in the manner specified in section 7.1 point 2 above, the dimensions and weight of the Parcels must fall into the following categories:

|  |  |  |  |
| --- | --- | --- | --- |
| 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 |

If the Sender, handed over to the Operator a Parcel in a size category with dimensions other than the dimensions for the category declared by the Sender for this Shipment in the Application, the Operator will charge the Sender an additional fee for the verification of the size category, the amount of which is set out 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 Application, 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 delivered parcel has a category of lower dimensions than the dimensions for the category declared by the Sender for this shipment in the Application, the Operator will perform the service on such a parcel at the price rate corresponding to the category declared by the Sender of this shipment in the Application. However this provision shall not apply to Consumers, towards whom the Operator will be obliged to refund the difference between the price rate corresponding to the actual dimensions of the delivered shipment, and the price rate for the size category of this shipment declared in the Application by the Consumer who is the Sender; The Operator will refund this difference to the balance of the Consumer who is the Sender, available under his account in the Application.

The maximum dimensions of Shipments sent from Parcel Lockers 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.

§ 9. Delivery of a Shipment

* 1. The Sender indicates the method of delivery of the Shipment, choosing one of the possible options:

1. delivery to the indicated address;
2. delivery to a Parcel Service Point (to be collected in person).
   1. The operator provides an additional domestic service which consists of delivery on business days before a full hour specified by the Sender (until 10.00, until 12.00, or until 17.00). Delivery is carried out only between 9:00 and 17:00 within a time period of up to 30 minutes before the scheduled time. In the case of Shipments with delivery between 9:00 and 12:00, delivery of Shipments is only possible in selected locations. Shipments subject to delivery between 12:00 and 17:00 are delivered throughout the country. The cost of Delivery before a specific time is added to the basic price of the Service.
   2. The operator provides an additional service, available for shipments delivered to an Addressee, consisting of delivery of shipments on Saturday. The service is provided only for Shipments posted by Senders on Friday to cities with branches of the Operator's courier network, the list of which is available at [www.inpost.pl](http://www.inpost.pl).
   3. As a rule, the Operator delivers Parcels with receipt directly to the Recipient or another person authorized to collect at the address indicated in the Waybill. In the case of Postal Services, the Shipment may also be delivered to an adult household member and other persons authorized to collect the Shipment, in accordance with the provisions of Postal Law.
   4. The Addressee, after prior agreement with the Operator, may also have the Shipment delivered to a Parcel Locker or a place other than the one indicated in the Waybill. In the case of a place other than the one indicated in the Waybill, the address details specified in the Waybill in terms of postal code, town, and street name (square, avenue, housing estate) will remain unchanged. In the case of a Freight Shipment, the Addressee may only change the place of delivery if the Sender does not stipulate otherwise in the Waybill. A change in the place of delivery can be agreed upon with the Operator using an individually generated access code to the Operator's website, where it is possible to manage the Shipment in a manner consistent with the content of these Terms and Conditions.
   5. In case that:
3. the Recipient is absent at the address at the time of delivery;
4. no person is present who is authorized to collect the Shipment in accordance with section 9.4 above;
5. the Recipient or the person authorized to receive the Shipment, in accordance with section 9.4 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 section 9.7 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.

* 1. Throughout November and December (if the Shipment is delivered within this period), in the case referred to in section 9.6 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 notification.
  2. Verification of the Recipient in the situation described in section 9.6 and 9.7 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.
  3. The Parcel referred to in section 9.6 and 9.7 is stored under the condition that the correct contact details of the Recipient, referred to in section 7.4 point 2 are provided.
  4. The Parcel referred to above will be stored at a Parcel Service Point or Local Office according to the rules specified in section 9.6 or 9.7 above for three (3) business days, starting with:

1. the second delivery attempt - in the case referred to in section 9.6 above;
2. the first delivery attempt - in the case referred to in section 9.7 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.

* 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.
  2. Undelivered Shipments will be considered lost if delivery or notification about the possibility of its collection at a Parcel Service Point or Local Office has not occurred within 30 days of its posting.
  3. A Parcel can be collected from a Parcel Service Point during opening hours. The opening hours of Parcel Service Points can be found at [www.inpost.pl .](http://www.inpost.pl/)
  4. A cash-on-delivery Shipment will only be released upon payment of the entire fee.
  5. The delivery receipt for the Shipment may be in writing or in electronic form. Delivery of the Shipment is confirmed by the recipient (or another authorized person) by a legible personal signature.
  6. 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.
  7. Barring the mandatory provisions of law and applicable rules for submitting complaints (§ 14 of the Terms and Conditions), any reservations regarding the performance of the Services or the condition of the Shipment should be described by the Recipient at the time of acceptance of the Shipment on the confirmation of receipt of the Shipment used by the Operator.
  8. The Operator does not deliver Shipments to PO Boxes operated by Poczta Polska S.A.

§ 10. Unclaimed shipments

1. Returns of unclaimed Shipments are payable in accordance with the current Price List.
2. Unclaimed shipments are returned to Sender. If the Sender is not present at the address while attempting to return the Shipment, the Operator will attempt to contact the Sender by phone to agree on another attempt to return the Shipment on the same day. If the Operator is unable to contact the The Sender 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 Sender during the second delivery attempt, the Operator will leave information at the delivery address (pol. *awizo*) to notify the Sender that the Parcel can be collected within the next 3 business days at a place and time indicated in the notification. The provisions of section 9.9 and section 9.10 shall apply accordingly.
3. Unclaimed shipments that the Sender did not collect within the time limit specified in section 10.2 of the Terms and Conditions are considered undeliverable.

§ 11. Operator's liability

1. The Operator's liability for not performing or improperly performing of the Postal Service shall be governed by the provisions of the Act of April 23, 1964 - Civil Code (Dz.U. 2017, poz. 459, z późń. zm., hereinafter: the "Civil Code"), unless the following regulations arising from the Postal Law or the Transport Law provide otherwise.
2. The Operator responsibility for or improper performance of the Service, unless the failure to perform or improper performance of the Service occurred:
3. due to force majeure;
4. for reasons attributable to the Sender or Recipient, not caused by the Operator's fault;
5. due to a breach of the provisions of Postal Law or the Terms and Conditions by the Sender or Recipient;
6. due to the properties of the content of the Shipment.
7. The operator, citing one of the reasons indicated in section 11.2 point 1 - 4 of the Terms and Conditions, the Operator will provide proof of its occurrence.
8. The Operator is responsible for not performing the postal service or performing it incorrectly to the extent specified in Postal Law or these Terms and Conditions, unless the non-performance or improper performance thereof:
9. is a consequence of illegal activity;
10. occurred due to the Operator's intentional fault;
11. is the result of the Operator's gross negligence.

In the situations referred to in point 1-3 above, the Operator is liable on general principles in accordance with the provisions of the Civil Code.

1. The service is considered not performed in particular in the event of loss (or complete destruction) of the Shipment by the Operator or when delivery of the Shipment or notification of an attempt to deliver it occurred after 30 days from the date of posting.
2. The service is considered improperly performed in particular in the case of:
3. delays in the delivery of the Shipment past the guaranteed date;
4. due to damage or partial loss of the contents of the Shipment;
5. performance of the service contrary to the order and provisions of Postal Law or Transport Law (depending on whether it concerns the performance of a Postal Service or a Freight Service).
6. Claims for improper performance of a Postal Service expire as a result of acceptance of the Shipment without reservations, unless the loss or damage of the Shipment which cannot be seen from outside has been recognized after receipt of the Shipment and a claim for this is reported to the Operator no later than 7 days after the receipt of the Shipment along with proof that the losses or damages to the Shipment arose between the time the Operator accepted the Shipment for the purpose of performing the Service and its delivery to the Recipient.
7. Claims for loss or damage of a Freight Shipment shall expire upon acceptance of the Shipment without reservations, unless:
8. the damage was confirmed by protocol before the Shipment was accepted by the Recipient;
9. the protocol was not made due to the Operator's fault;
10. the loss or damage resulted from the Operator's wilful misconduct or gross negligence;
11. the Recipient could not see any damage from the outside after receiving the Shipment and within 7 days demanded to determine its condition and proved that the damage occurred in the time between accepting the Freight Shipment for transport and its release.
12. The Operator's liability for not performing or improperly performing the Freight Service shall be governed by the provisions of chapter 7 and 8 of Transport Law.

§ 12. Undeliverable shipments

1. Undeliverable shipments may be opened by the Operator in order to obtain data enabling its delivery or return to the Sender.
2. Undeliverable Shipments shall be opened immediately, unless the Waybill provides for a later date.
3. Undeliverable Shipments will be opened in the undeliverable shipments warehouse.
4. The undeliverable shipment is opened by a commission composed of at least 3 people appointed from among the employees of the Operator.
5. Undeliverable Shipments should be opened in a way that ensures the least possible damage to their packaging.
6. After opening the Undeliverable Shipment, the commission checks whether the recipient's or sender's mark and their addresses have been placed on the inside of the packaging, and in the absence of them, the commission inspects the contents of the Shipment.
7. If the commission determines during the activities referred to in section 12.6 of the Terms and Conditions data enabling delivery or return of a Shipment, this Shipment, after it has been adequately secured and an annotation has been placed on the packaging relating to the opening thereof, is delivered to the Recipient or returned to the Sender.
8. If the opening of an undeliverable Shipment does not allow it to be delivered or returned to the Sender, or if the Sender refuses to accept a returned Shipment, the provisions of Postal Law (for Postal Shipments) and Transport Law (for Freight Shipments) shall apply accordingly.

§ 13. Compensation

1. Customers are entitled to compensation for failure to perform or improper performance of the Postal Service:
2. for the loss of content or damage to a Postal Shipment - in an amount not higher than the normal value of the lost or damaged items;
3. for delay in delivery of a Postal Shipment past the guaranteed delivery date - in an amount not exceeding twice the fee for the Postal Service.

The rules for determining compensation for failure to perform or improper performance of a Freight Service are determined on the basis of

the provisions of Transport Law, taking into account the content of section 7.8 of the Terms and Conditions.

§ 14. Complaints

1. If the Service is not performed or is performed inadequately, the right to lodge a complaint belongs to:
2. The Sender;
3. The Recipient - if the Sender waives the right to redress for the benefit of the Recipient or if the Shipment has been delivered to the Recipient.
4. The Sender or Recipient may file a complaint at any Operator's outlet in writing or orally for the record and electronically to the Operator's Complaint Department at [www.inpost.pl/formularz\_reklamacyjny.](http://www.inpost.pl/formularz_reklamacyjny)
5. The complaint may be lodged not later than within 12 months after posting the Shipment.
6. The complaint includes:
7. name and surname of the sender or addressee or name and correspondence address or address of the sender's or addressee's seat, hereinafter referred to as "the complainant";
8. subject of complaint;
9. date and place of posting the Shipment;
10. number of document confirming posting or Postal Shipment number;
11. justification of the complaint;
12. amount of compensation - if the complainant claims compensation;
13. the complainant's signature - in the case of a written complaint;
14. date of complaint;
15. list of attached documents.
16. In case that a complaint is submitted in writing the complaint attaches:
17. original confirmation of posting - Waybill (for inspection);
18. the Sender's declaration of waiving the right to redress - in cases referred to in section 14.1 point 2 of the Terms and Conditions;
19. a copy of the Protocol or
20. a statement by the person accepting the Shipment about identified defects or damage to this Shipment made directly upon acceptance of the Shipment;
21. citing circumstances confirming posting or delivery of a Shipment;
22. damaged parcel packaging, if the Operator requests it;
23. 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 section 11.7 and section 11.8 point 4 of the Terms and Conditions, together with an indication of the circumstances or evidence confirming the existence of circumstances justifying the claim for compensation, referred to in section 11.7 and section 11.8 point 4 of the Terms and Conditions;
24. documents confirming improper performance of the Shipment delivery service - for inspection.
25. A complaint submitted by means of electronic communication should be accompanied by copies of the documents referred to in section 14.5 of the Terms and Conditions. If it is necessary for proper consideration of the complaint, the Operator may request the originals of these documents.
26. The original documents are returned at the complainant's request against receipt, at any time. If the complainant does not request their return, the Operator returns them at the latest after the end of the complaint procedure.
27. If the Operator finds that the complaint does not meet the requirements referred to in section 11.4, 11.5 and 11.6 of the Terms and Conditions, when their fulfilment is necessary for proper consideration of the complaint, the Operator will call on the complainant to remove the deficiencies within 14 days from the date of delivery of the request, to the address indicated in the request. This deadline shall not be included in the date of consideration of the complaint.
28. The operator considers the complaint immediately and responds to the complaint within no more than 30 days from receiving the complaint.
29. The deadline is considered met if the Operator has sent (dispatched) a response to the complaint within this period. If a complaint is submitted electronically with an e-mail address indicated by the complainant, it is assumed that the complainant consents to receiving correspondence regarding the complaint to that e-mail address.
30. Information about the result of consideration of the complaint should include instructions on exhausting the complaint procedure and:
31. operator's data (name and address of the registered office);
32. information recognizing or not recognizing the complaint;
33. justification with an indication of its legal basis;
34. if compensation is granted - the amount of compensation and information about the payment method and deadline (no later than 30 days from recognizing the complaint);
35. if the fee is returned - its amount and information about the payment method and deadline (no later than 30 days from recognizing the complaint);
36. information about the possibility of pursuing claims in the proceedings:
37. before a court;
38. in the out-of-court resolution of consumer disputes before the President of the Office of Electronic Communications (pol. *Prezes Urzędu Komunikacji Elektronicznej*);
39. information about the right to appeal and an address to which the appeal should be submitted;
40. signature of the authorized person responsible for considering the complaint along with an indication of their official position.
41. Failure to respond to a complaint within the period referred to in section 14.9 of the Terms and Conditions, or to the appeal against a complaint within the period referred to in section 14.15 of the Terms and Conditions, results in the recognition of the complaint within the limits of the Operator's liability determined in accordance with section 13.1.
42. In the event of a refusal to accept the complaint in whole or in part, the complainant may appeal within 14 days from the date of delivery of the response to the complaint.
43. If the appeal against the decision on the complaint is filed after the expiry of the deadline, it shall be left without consideration, of which the Postal Operator shall immediately notify the complainant.
44. 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. Section 14.10of the Terms and Conditions shall apply accordingly.
45. The operator informs that the complainant has the right to pursue claims in legal proceedings regarding the Shipment should the complainant procedure be exhausted without resolution.
46. If the complaint procedure is exhausted, the Consumer may use the out-of-court dispute resolution by electronic means via the on-line ODR platform, which enables pursuing claims in connection with the Service. The ODR platform is available at: <http://ec.europa.eu/consumers/odr/>.
47. In matters relating to complaints about the Postal Service not regulated in this paragraph, the provisions of Postal Law shall apply, as well as the Regulation of the Minister of Administration and Digitization of November 26, 2013 . on complaints about postal services (Dz. U. z 2018 r. poz. 421).
48. In matters relating to complaints about the Freight Service, the provisions of this paragraph shall apply, subject to the provisions of the Regulation of the Minister of Transport and Construction of 24 February 2006 on determining the state of shipments and complaint procedures (Dz.U. 2006 nr 38 poz. 266)

§ 15. Shipment Insurance

1. The Operator offers the service of covering a Shipment with insurance from a third party (Insurer), the cost of which is borne by the person paying for the Service, in accordance with the current Price List, also specifying the amount of the sum insured.
2. The main provisions of the insurance contract for someone else's benefit concluded between the Operator and the Insurer are available on the website [www.inpost.pl a](http://www.inpost.pl/)nd are made available on request at Parcel Service Points.
3. An order for additional Shipment insurance shall be sent by the Sender (Contracting Party) via the Application or an Employee of a Parcel Service Point accepting a shipment for posting.
4. If the Sender orders an additional Cash on Delivery service, the Sender is obliged to insure the Shipment under the terms offered by the Operator, at minimum to the Cash on Delivery payment amount. In the absence of Shipment insurance, the Operator will not provide the additional Cash on Delivery service.

§ 16. Cash-on-delivery payments

1. The fee for a cash-on-delivery Shipment can be paid upon its receipt from the Operator's authorized representative delivering the Shipment directly to the Recipient - in cash or via a payment terminal supporting payment cards: VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro (in the event that the Operator's authorized representative informs the Recipient about such a possibility), as well as in cash at a branch of the Operator's courier network.
2. In the case of cash-on-delivery Shipments, the Operator guarantees the Sender the transfer of the amount paid for the delivery to the bank account indicated by the Sender (in the Application 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.
3. By sending a cash-on-delivery shipment 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 section 16.1 of the Terms and Conditions) is equivalent to making a payment directly to the Sender, and the release of the Shipment by the Operator constitutes confirmation of payment 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 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 Shipment 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 section 16.3 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.
7. The Operator's responsibility for the funds collected from the Recipient in connection with the implementation of the additional cash-on-delivery service begins from the moment the Operator confirms the collection of these funds.
8. 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).
9. Cash-on-delivery Shipments which the Recipient does not pay for during the delivery attempt and for which the Sender did not provide instructions to cancel or change the amount collected, shall be returned in accordance with the principles set out in section 10.2 of the Terms and Conditions.

§ 17. Personal Data

1. The administrator of the personal data of Senders who are natural persons using the services covered by the Terms and Conditions is InPost Express sp. z o.o. with its registered office in Kraków at ul. Wielicka 28, 30-552 Kraków.
2. 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 or Transport Law. Failure to provide personal data will result in the Operator being unable to perform the above contract and its obligations under Postal Law and Transport Law. The data is provided voluntarily, but it is necessary for the provision of the Service.
3. Persons providing their personal data have the right to request, from the administrator of this data, access to their personal data, rectification, deletion, or limitation of processing, 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 to the President of the Office for Personal Data Protection (pol. *Prezes Urzędu Ochrony Danych Osobowych*).
4. Personal data processed for the purpose set out in section 2 above, are provided to the Operator by the Sender, User, or Contracting Party.
5. 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>.
6. The Operator's Personal Data Protection Inspector can be contacted at the following e-mail address: [dane osobowe@inpost.pl.](mailto:ochrona_danych@inpost.pl)

§ 18. Final Provisions

1. The current version of the Terms and Conditions is available for free at the Operator's headquarters, all Parcel Service Points, and on the Operator's website at [www.inpost.pl. The Operator will inform the Senders of](http://www.inpost.pl/) 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, at](http://www.inpost.pl/) least 14 days in advance.
2. The Operator cannot make deductions of any amounts of claims due to the Operator by the Contracting Party, the Sender, and the Recipient.
3. The Contracting Party, the Sender, and the Recipient may not transfer claims against the Operator to a third party without the Operator's written consent.
4. In matters not covered by the Terms and Conditions, the following provisions shall apply: Postal Law (applies to Postal Services), Transport Law (applicable to Transport Services), and the Civil Code.
5. List of attachments:
6. Model Waybill.
7. Model Damage Report.
8. The Terms and Conditions enter into force on April 9 2019 The Terms and Conditions of November 9 2018 are repealed with this date.