

# Regulations for the provision of postal and transport services by InPost Sp. z o.o.

## § 1. Initial provisions

- 1.1 These Regulations for the provision of postal services and transport services by InPost Sp. z o.o. (hereinafter: "**Regulations** ") determine terms and conditions of national transport and postal services provided by **InPost Sp. z o.o.** with its registered office in Kraków at ul. Wielicka 28, 30-552 Kraków, entered into the register of entrepreneurs kept by the District Court for Kraków-Śródmieście, 11th Commercial Department of National Court Register under National Court Register number 543759, Tax Identification Number: 6793108059 (hereinafter referred to as: "**Operator**" or "**InPost**").
- 1.2 Before using the service one should absolutely read these Regulations. The User starting to use the Service confirms that he/she became acquainted with the content of the Regulations, accepts its provisions and undertakes to observe them.

## § 2. Definitions

- 2.1 The following terms are defined for the needs of the present Regulations:
  - (1) **Price List**- the document which determines the maximum weight and dimensions of the Parcels, the price for Services, the time in which they are available, and a list of additional fees, available in all Parcel Service Stations, and on the [www.inpost.pl](http://www.inpost.pl) website. The Price List determines the price for Services offered to customers who have signed written Service Provision Contracts (hereinafter referred to as Business Customers) with the Operator, as well as to any customers who have concluded a contract with the Operator in a different form (hereinafter referred to as Retail Customers). The Price List shall also be referred to as "Service guide".
  - (2) **Working days** – days from Monday to Friday, excluding statutory holidays.
  - (3) **Consumer** - a natural person who signs a contract for the provision of the Service (Services) with the Operator for the purpose not directly related to business or professional activities.
  - (4) **Courier** – an employee/representative of the Operator or his subcontractors.
  - (5) **Bill of lading** – it is an electronically communicated or written document for goods Consignments, proving the conclusion of transport Service.
  - (6) **Parcel label** – Parcel marking containing the data necessary to provide the service and the parcel number allowing the tracking of the Parcel.
  - (7) **Sender** - a natural or legal person, or an organisation unit without legal personality that transfers the Shipment to the courier or sends it in the Operator's Branch, or the Parcel Locker for the Service to be provided.
  - (8) **Recipient** - a natural or legal person or an organisational unit without legal personality to whom the Parcel will be delivered.
  - (9) **Branch** - an organisational unit of the Operator being an element of its logistic network, in which the Sender or the Recipient can perform activities specified in these Regulations.
  - (10) **Operator** – InPost Sp. z o.o., providing services according to the Regulations.
  - (11) **Parcel Locker** - an electronic deposit cabinet enabling an authorised person to send and/or retrieve the Parcels, constituting an automated sales point, as indicated in Article 3 passage 1 item 5 of the Act of 30 May 2014 on Consumer Rights (Dz. U. of 2014 item 827). The up-to-date list of the Parcel Lockers is available at <https://inpost.pl>
  - (12) **COD** - an additional service whereby the Recipient receives the Parcel for a fee transferred to the Sender's bank account.
  - (13) **Postal Law** – Act of 23 November 2012 - Postal Law (Dz.U. of 2017, item 1481, with amendments, hereinafter referred to as: "Postal Law").
  - (14) **Transport Law** – Act of 15 November 1984 - Transport Law (Dz.U. of 2015, item 915, with amendments, hereinafter referred to as: "Transport Law").
  - (15) **Report (Damage Report)** – a document describing deterioration of the condition of the Parcel, including its damage or loss.
  - (16) **Parcel** - a Courier Parcel, Set of courier Parcels, or a Consignment of Goods being the subject of the Service.
  - (17) **Undeliverable Parcel** - a Parcel that cannot be delivered to the Recipient or returned to the Sender due to the lack of or incorrect address of the Sender.
  - (18) **Courier Parcel** – a registered mail parcel or a registered Parcel being a postal parcel with a parcel weight up to 20 kg and dimensions (i) none of which can exceed 200 cm; or (ii) which cannot exceed 300 cm for the sum of the length and the largest circuit measured in other direction than the length), accepted, sorted, transported and delivered in the manner ensuring:
    - a) direct acceptance of the Parcel from the Sender,
    - b) Parcel tracking from the moment of sending to the moment of delivery,
    - c) delivery of the Parcel within the guaranteed time specified in the Regulations or the contract signed with the Sender,
    - d) delivery of the Parcel directly to the addressee or the person authorised to collect it,
    - e) acknowledgement of receipt of the Parcel in writing or electronically.
  - (19) **COD Parcel** – the Parcel which can be collected by the Recipient only after he/she pays a fee which is then transferred to the Sender's bank account.
  - (20) **Consignment of Goods** – items accepted for carriage on the basis of one Bill of Lading. The Consignment of Goods may not be the Postal Item (Courier Parcel) being the subject of the Postal Service as defined by the Postal Law. Consignment of Goods may consist of one or more Elements.
  - (21) **Element** – individual packaging, constituting a single courier Parcel or a single Consignment of Goods or their parts. The Element is subject to § 5 § 8 of the Regulations. In case of Consignments of Goods the Sender and Recipient data placed on the Element must be identical to those on goods Consignment (including the Consignment letter) that includes these Elements, and thus an Element bearing different Sender and Recipient details than those included on the goods Consignment the Element is part of will be treated, by the Operator, as a separate Parcel.
  - (22) **Set of courier Parcels** – more than one Element that does not constitute, separately or jointly, a goods Consignment provided that these Elements are subject to the same order in the App, placed by a single Sender, which, as courier Parcels: 1) are sent jointly at the same time (an in particular collected by the Courier at the same time), and 2) they are addressed to the same Recipient to the same Recipient's address, and 3) are delivered to the Recipient simultaneously.

## **Regulations for the provision of postal and transport services by InPost Sp. z o.o.**

- (23) **Parcel Service Point** or **POP** – a premise in which one may send or collect the Parcel. The current list of the Parcel Service Points is available at: [www.inpost.pl](http://www.inpost.pl).
- (24) **Regulations** – these Regulations for the provision of postal and transport services by InPost Sp. z o.o.
- (25) **Application (or App)** - an online application for handling the Service (i.e. used to send and track the Parcels and manage the account), made available to the User free of charge after he/she registers the account at [www.inpost.pl](http://www.inpost.pl) whereas for retail Customer the Application is the Parcel Manager (PM).
- (26) **Service (Services)** – transport services and postal services performed by the Operator.
- (27) **Postal Service** - a service consisting in accepting, transferring and delivering the Courier Parcels, excluding Parcels of the declared value, on the basis of the Postal Law.
- (28) **Transport Service** – a service consisting in accepting, transferring and delivering the Parcels other than the Postal Items, on the basis of the Transport Law.
- (29) **User** – a person having an individual account in the Application.
- (30) **Client** - a natural or legal person or an organisational unit without legal personality that orders the Operator to perform the service. The Client may be the Sender, the Recipient or a third person.
- (31) **InPost Quick Send** – functionality enabling one to order Parcel shipment as part of the Services without the need to register an account in the App, on principles set out in the Regulations, but with amendments introduced to the Service provision resulting from § 9a of the said Regulations.

### **§ 3. Services provided. Timeliness of delivery**

- 3.1 The catalogue of postal Services provided only includes accepting, sorting, transporting and delivery of courier Parcels, excluding parcels with declared value, as defined by the postal Act. The Operator does not provide postal Services for shipments other than those listed in the preceding sentence.
- 3.2 If the Price List does not state other guaranteed term for the delivery of Parcels, the Operator delivers Parcels within a guaranteed period of 14 working days.

### **§ 4. Price List of the Services**

- 4.1 Fees for the Services provided by the Operator are determined in the Price List valid as at the date the Parcel was sent.
- 4.2 The current Price List is available for each Client in every Parcel Service Point and on the Operator's website at <https://www.inpost.pl> A change in the Price List shall not constitute a change in the Regulations.

### **§ 5. Payment**

- 5.1 According to the Sender's instructions the fee for the service is paid by:
  - (1) the Sender,
  - (2) the Client other than the Recipient or the Sender.
- 5.2 The Operator reserves the right to verify fees calculated for the performed Service. In particular, the Operator has the right to verify the weight and the size of the Courier Parcel or Element at each stage of the Service. Inconsistency of these data with information specified by the Sender provides the basis for a relevant change in the price of the performed Service, in accordance with the Price List.
- 5.3 For business Customers the payment shall be effected pursuant to provisions of written agreement. Retail Customers pay "up front", after making previous prepayment in the Application. In this case the charge is collected from the account of retail Customer in the Application at the time the parcel Label or consignment Letter are generated. Retail Customers may top up their Application account (make prepayments) exclusively with use of electronic payment system (wire transfer, debit card and other cashless payment methods). The top up amount may be used exclusively to purchase services listed in the Application, but on retail Customer's request the sum paid in can be refunded, subject to a 1.9% charge for the refund of unused funds, to the bank account indicated by the retail Customer. The charge named in the previous sentence shall not be collected from Consumers. On application of a retail Customer the Application (Parcel Manager) owner, i.e. InPost sp. z o.o. with registered address in Kraków, at ulica Wielicka 28, 30-552 Kraków will issue a VAT invoice for the top up amount paid in by the retail Customer.

### **§ 6. Operator's Rights**

- 6.1 The Operator reserves the right to refuse to sign the contract for the provision of the Service and to withdraw from such contract, if at least one of the following circumstances occurs:
  - (1) the Sender fails to meet requirements concerning the provision of the Services defined in the Postal Law and in measures adopted on its basis (for the Postal Service) or Transport Law (for the Transport Service), as well as in these Regulations;
  - (2) the content or the packaging of the Parcel exposes third parties or the Operator to damage;
  - (3) there are texts, images, drawings or other graphic signs on the packaging of the Parcels or in visible parts of its content that violate binding legal regulations;
  - (4) the Service would be performed, either in full or in part, on the area where there are no postal operators entered in the register kept by the President of the Office of Electronic Communication, unless the Operator signs the cooperation agreement under which he may perform the Service on that area;
  - (5) acceptance or transport of the Parcel is forbidden pursuant to separate provisions.
- 6.2 Moreover, the Operator reserves the right to:
  - (1) refuse to sign the contract for the provision of the Service if the Parcel does not meet conditions required by the Operator in order to sign the contract;
  - (2) withdraw from the contract for the provision of the Service if the Parcel does not meet the conditions specified in such contract;
  - (3) refuse to accept the Parcels containing items listed in § 6 passage 4 of the Regulations,

## **Regulations for the provision of postal and transport services by InPost Sp. z o.o.**

- (4) terminate the contract without notice, shall the Sender or Client, who is a business Customer, conduct business activities in form of paid sending, based on agreement with Operator, of parcels of third parties, without obtaining previous, written agreement of the Operator to send or transfer for sending parcels from such entities.
- 6.3 If the Operator withdraws from the contract for the provision of the Service for reasons specified in § 6 passage 1 or § 6 passage 2 item 2 of the Regulations, the accepted Parcel is returned to the Sender at his/her expense and the fee paid for the Service is reimbursed.
- 6.4 It is unacceptable to put in the Parcel items forbidden by applicable laws, including the Postal Law, the Transport Law and relevant regulations of the Universal Postal Union, as well as:
- 1) objects obtained through criminal activity,
  - 2) money, securities, other payment documents,
  - 3) valuable objects (jewellery, works of art, antiques, numismatic items, etc.),
  - 4) firearms that may not be purchased and used only after obtaining the permit or the registration card according to generally applicable law, including the Act of 21 May 1999 on Firearms and Ammunition for Firearms, Ammunition and Other Explosive or Flammable Materials (including Firearms, as defined by Article 4, passage 1 of the Act of 21 May 1999 on Firearms and Ammunition excluding: bobby pistols, starting pistols and alarm pistols, as well as ammunition for these guns, if they are firearms as defined by this Act and if the Sender delivers to the Operator documents required by this Act before sending such Parcel, and meet other conditions for the implementation of such service),
  - 5) ammunition, excluding scare cartridges not larger than 6 mm,
  - 6) chemically and biologically active objects,
  - 7) explosive, flammable, oxidising, irritating, aggressive, allergic, carcinogenic, mutagenic substances and substances having harmful effect on reproduction capacity that may endanger people's health and life or may cause damage to the Operator's property,
  - 8) other items whose properties may constitute hazard to the health of people who handle them, or items that may damage or destroy other Parcels
  - 9) drugs, psychotropic substances and so-called "designer drugs",
  - 10) perishable goods,
  - 11) products and articles requiring specific transport conditions (including those that release the scent or liquid),
  - 12) dead or living animals and plants,
  - 13) human corpses, human or animal organs.
  - 14) tobacco products, including tobacco and cigarettes, e-cigarettes and their parts.
- given that the above specification is not exhaustive. In addition, it is unacceptable to put in the Parcel any other objects not mentioned above which, according to the Operator, may not be transported safely or legally, unless the Operator will bring this matter to the attention of the Sender (Client) prior to accepting the Parcel. Detailed duties of Sender concerning the unacceptable Parcel content are available in the document entitled *Preparation and packaging rules for InPost parcels*, the updated version of which can be found at <https://inpost.pl>. Change or alteration in the aforesaid document does not constitute a change of the Regulations.
- 6.5 Acceptance of the Parcel by the Operator from the Sender does not give rise to the presumption of compliance of its content with these Regulations. In case there is a reasonable suspicion that the Parcel does not meet the requirements referred to in these Regulations, including in items 6.1 and 6.4 of the Regulations, the Operator may, subject to relevant regulations, check the content of the Parcel at each stage of the Service, also prior to accepting such Parcel, and then decide to refuse to accept the Parcel, accept the Parcel for implementation or withdraw from the contract and stop to provide the service and return the Parcel to the Sender at his/her expense, according to the Price List, and, in exceptional and justified situations, the Operator may, in accordance with relevant regulations, destroy the content of the Parcel, especially if it constitutes a threat to people or other Parcels. In the event of the withdrawal from the contract and interruption of the service provision the fee for the Service will be credited towards a fee due to the Operator for returning the Parcel to the Sender. Verification of the Parcel is made in presence of the Sender or, if this is not possible, persons invited by the Operator, in line with the provisions of the Postal Law or the Transport Law, as well as implementing regulations issued on their basis. The verified Parcel is marked with a special label.
- 6.6 In a situation, when the content or a defective packaging of the Parcel resulted in:
- (1) the need to protect the Operator's property, including the need to use specialised measures intended for liquidation of the content of the Parcel or call relevant services having specialist tools for liquidation, disposal or protection of the content of the Parcel inconsistent with the Regulations in a situation, when such protection is necessary for further work of employees of the Operator during displacement, transport, sorting and delivery of the Parcel,
  - (2) a physical injury of the Operator's employee that resulted in health impairment of this employee, or interruption of work performed by him/her in order to receive medical treatment,
  - (3) the need to evacuate employees from the building or rooms of the Operator, or the need to permanently or temporarily withdraw means of transport (including vehicles) transporting the Parcel from service, as well as tools used for transport, delivery or storage of this Parcel,
  - (4) damage in the process of movement, transport, sorting or delivery of the Parcel of another Sender,
- the Operator imposes on the Sender other than the Consumer a contractual penalty fee in the amount of PLN 99.00 (in words: ninety PLN) for the first Parcel that causes any of the events indicated in items 1-4 above and a contractual penalty fee in the amount of PLN 999.00 (in words: nine hundred ninety nine PLN) for each subsequent Parcel that causes any of the events indicated in items 1-4 above in the period of one year from causing such event or events by the first Parcel, whereas the Sender will be additionally obliged to cover any costs paid by the Operator in connection with the need to protect and liquidate the Parcel. Reservation of the aforementioned contractual penalty fees does not exclude the Operator's right to claim compensation for damages exceeding the stipulated contractual penalty on the general terms.
- 6.7 Regardless of the provisions of § 6 passage 6 of the Regulations, each Sender is obliged to reimburse damages caused to the Operator as a consequence of improper packaging of the Parcel or as a result of its unacceptable content, in particular, if an

## **Regulations for the provision of postal and transport services by InPost Sp. z o.o.**

improper packaging of the Parcel or its unacceptable content resulted in the at least one event referred to in § 6 passage 6 item 1-4 of the Regulations. The Sender bears responsibility for the above damage on general terms.

- 6.8 The Operator is entitled to put a lien on Parcels to secure claims resulting from the provided Service, as well as reasonable additional costs of the Service arising for reasons controlled by the Sender or the Recipient. The above provision does not apply if the Recipient is a public authority.

### **§ 7. Acceptance of the Parcels**

- 7.1 The Parcel may be accepted for transportation (to be transferred and delivered) on the basis of a prior notification made using the Application or the InPost Quick Send (with reservation of provisions of § 9a) as follows:
- (1) in the Parcel Service Point (POP) – after the Parcel is delivered by the Sender. Parcels sent through POP or the branch of the Operator's courier network might not be transferred for further movement on the same day. This will be the case when the parcel is shipped after the so-called closing hour, i.e. after 12.00. The Parcel sent after 12.00 will be treated as sent on the next working day.
  - (2) in the Parcel Locker – after the Parcel put in the Parcel Locker by the Sender is taken by the courier. The date the Parcel is sent using the Parcel Locker is, at the latest, the next working day after placing this Parcel in the Parcel Locker. The option of sending through Parcel Locker is not available as part of the Price List for Business Customers.
  - (3) at the Sender's – after the Parcels is taken by the courier from the Sender.
- 7.2 If the Sender and the Client are two different persons, the Sender acts on behalf of the Client.
- 7.3 The condition for sending the Parcel is its correct addressing, in accordance with the specimen made available to the Sender in the Parcel Service Point, by the Courier, in the Application, or through the InPost Quick Send Form.
- 7.4 The correctly addressed Parcel contains in particular:
- (1) correct address data (street, no. of building/premise, postal code, as well as town) and contact data ( phone number and, optionally, e-mail address) of the Sender;
  - (2) correct address data (name/full name, street, no. of building/premise, postal code, as well as town) and contact data (phone number and, optionally, e-mail address) of the Recipient;
  - (3) information regarding the Parcel (size, weight, value, as well as special information about its content).
- 7.5 The Parcels is accepted after the address data indicated on the Parcel, their compliance with the Bill of Lading or Parcel Label and the possibility to perform the Service are positively verified by the Operator (the Courier, an employee of the Branch or an employee of the Parcel Service Point). Verification of the possibility of delivering the parcel without destroying or damaging its contents is made only on the basis of the parcel's properties, that can be seen from the outside of its packaging.
- 7.6 The contract for the provision of the Service is signed at the moment the Parcel is taken by the Courier by, for example, retrieving from the Parcel Locker, in accordance with § 7 passage 1 item 2 of the Regulations or at the moment the Parcel is accepted for shipping in the Parcel Service Point.
- 7.7 Confirmation of the contract for the provision of the Service is, in particular the Bill of Lading issued by the Operator, which may also be an electronic transmission, computer printout or another document applied by the Operator, containing data set out in these Regulations and legal regulations.
- 7.8 Value of the Parcel, indicated by the Sender (Client), may not be higher than its normal value and should be confirmed by appropriate evidence (e.g. invoices, bills or other documents). In the case of the Senders other than Consumers, items and any materials with the value exceeding the amount of PLN 200 (in words: two hundred PLN) or the Parcels whose loss or damage could result in claims exceeding this amount must not be sent in the Parcels other than the Insured Parcels. If the Sender (Client) fails to purchase the Insured Parcel service any responsibility of the Operator related to the provision of the Postal Service or the Transport Service is limited to the amount of PLN 200.
- 7.9 The courier Parcel service described in § 7 passage 1 item 3 of the Regulations is included in the price (free), if the Sender sends 5 (five) and more Parcels, Elements or Parcel Locker Parcels at the same time, given that the price for the Parcels sent on the basis of the present Regulations for the provision of postal and transport services by InPost Sp. z o.o. is added to the price of the Parcels sent according to the up-to-date Regulations for the provision of "Paczkomaty 24/7" service by InPost Sp. z o.o. (these Parcels hereinafter referred to as: "Parcel Locker Parcels"), the current Regulations for the general provision of postal services by InPost S.A.

### **§ 8. Package and dimensions of the Parcel**

- 8.1 The Sender is responsible for the quality of the packaging of the Parcel as appropriate for its content.
- 8.2 The Sender is obliged to properly wrap the Parcel, as well as send it in a condition allowing it to be correctly transported, ensuring that it will not damage other items during transportation, as well as be taken over without defects and damages. The shipping Label should be placed on the Parcel in a way that makes its falling or accidental peeling off impossible. In particular, the packaging should:
- (1) be accordingly closed, in a manner preventing access to the content of the Parcel;
  - (2) be accordingly resistant, as appropriate for the weight and the content of the Parcel;
  - (3) have internal protections, preventing the content of the Parcel from moving;

Detailed duties of the Sender and rules for securing Parcel contents and packaging of Parcels are available in the document entitled *Preparation and packaging rules for InPost parcels*, the updated version of which can be found at <https://inpost.pl>. Change or alteration in the aforesaid document does not constitute a change of the Regulations.

- 8.3 The Element weighing more than 30 kilograms, whose movement, due to its size, requires the use of specialised equipment (such as forklifts, electronic or hydraulic hoists) should be placed on a pallet that enables to be moved with the use of this equipment. Any Elements weighing more than 50 kilograms must be placed on a pallet and attached to it in a manner preventing the Element from being separated from the pallet during movement (transportation).
- 8.4 The maximum weight and dimensions for the Parcels are determined in the Price List. Shall the total weight of goods Consignment consisting of a set of Elements not exceed 20 kilograms, and the total dimensions of such Parcel will not exceed

## Regulations for the provision of postal and transport services by InPost Sp. z o.o.

200 cm or 300 cm for the sum of its length and largest circumference, as measured in a direction different from its length, the Operator will treat each of its Elements as separate Parcels if: 1) the agreement with Sender, or 2) the character of services provided for these Parcels do not state that these are transport Services.

- 8.5 A non-standard Package Parcel, where one of its dimensions exceeds 120 cm, or the sum of its dimensions (the length +the width +the height) exceeds 220 cm. A non-standard Package is also Parcel Elements with a round, cylindrical, or oval shape, with irregular shapes, or with protruding parts. A non-standard Package is not a long package. The Price List may determine exceptions from classifying a Parcel as a non-standard Package.
- 8.6 A large Parcel is an Element which the overall weight is greater than the actual weight. In the case of such an Element, the dimensions and weight of a large - volume Package – for the operational purposes -are - specified on the basis of the volume weight, calculated according to the formula: the length (cm) x the width (cm) x the height (cm) of the Package / 6000 The Operator reserves the right to charge, according to the Price List, an additional fee for classifying a large - volume Package, and for a volume weight, or for each started kilogram of a volume weight with a volume weight of more than 50 kg, and if the volume weight exceeds 70 kg, the Operator shall classify and price such a Package as a Palette Parcel (Standard Pallet Service, according to the Price List). The provisions of this section do not apply for service provision contracts concluded by the Operator with Customers.
- 8.7 A long Package is a Element handled domestically, and the length of its longest side exceeds 200 cm. The Operator has the right to charge an extra fee for a long package for each started metre of this Parcel's length exceeding 200 cm, and the maximum length of a long package cannot exceed 350 cm and the weight of a Element cannot exceed 30 kg. The provisions of this section do not apply for service provision contracts concluded by the Operator with Customers.
- 8.8 When determining the weight the rule of electing higher of the following weights of Element: actual, oversize or long, applies. The higher weight will determine the price due for the Service provided for such parcel.
- 8.9 The circumstance of charging the fees for Parcels as indicated in Section 8.5-8.7 above, shall not exclude the Operator's rights to charge fees specified in the Price List for Courier Parcels and Elements, which the weight and dimensions declared by the Sender (who is not a Consumer) are inconsistent with the actual weight and dimensions verified by the Operator.
- 8.10 In the case of a Parcel being sent in the manner specified in the price list of Retail Consumers above the dimensions and weight of this individual Element must fall within the following categories:

	Minimum height of the Parcel (in mm) along with packaging	Maximum dimensions of the Parcel (in mm) along with packaging (height x width x length)	Maximum weight of the Parcel in kg
Size "A"	1	80x380x640	25
Size "B"	81	190x380x640	25
Size "C"	191	410x380x640	25
Size "D"		500x500x800	25

- (1) In case where the Sender, within the size category of Acceptable Parcels, in accordance with the table indicated in paragraph 1 above, gave the Operator a Parcel in a category of other dimensions than the dimensions for the category declared in the Application or through InPost Quick Send by the Sender for this Parcel, the Operator may charge the Sender, who is not a Consumer, with an additional fee which is set in the Price List for verification of the weight and dimensions of the Parcel. In addition, in case in which the forwarded Parcel has a category of higher dimensions than the dimensions for the category declared by the Sender in the Application or through InPost Quick Send for this Parcel, the Operator has the right perform the service on such Parcel according to the price rate corresponding to the actual dimensions of the Parcel, verified in accordance with the preceding sentence. In case where the forwarded Parcel has a category of lower dimensions than the dimensions for the category declared by the Sender in the Application or through InPost Quick Send for this Parcel, the Operator can perform the service on such Parcel in accordance with the price rate corresponding to the category declared by the Sender in the Application or through InPost Quick Send for this Parcel, however this provision does not apply to Consumers to whom the Operator will be obliged to return the difference between the price rate corresponding to the actual dimensions of the Parcel and the price for the size category of this Parcel declared by the Consumer as the Sender; The Operator will refund this difference to the balance of the Consumer being the Sender, available as part of his account in the Application and for InPost Quick Send in the way prescribed by §9a.

- (2) The maximum dimensions of Parcel Locker Parcels sent in the Parcel Locker are shown below:



## **Regulations for the provision of postal and transport services by InPost Sp. z o.o.**

- (3) In the case of Parcel for Parcel size categories "A" and "B", the height of the Parcel is its shortest side, and in the case of Parcel for Parcel category "C", the Parcel height is an average length side, i.e. side that is neither the shortest nor the longest side. The drawings shown are exemplary.
- (4) Sending Parcels for the size category "Size D" (as listed in Price List for retail Customers, which maximum dimensions, including packaging (height x width x length) are 500x500x800) is only possible through Parcel Service Point or with an InPost courier. This size category parcels cannot be sent through Parcel Lockers.
- (5) In case of exceeding the maximum permissible weight (25 kg) the Operator will charge a Sender, who is not a Consumer, 1) an additional fee for "verification of mass and dimensions of Parcel", and 2) additional fee for treating such parcel as oversize parcels, as set out in the Price List (whereas the "oversized parcel" is understood as the Courier Parcel or Element that has an actual weight or dimensions in excess of what is the maximum value for the set service).
- (6) If the "oversize parcel" exceeds any of the maximum dimensions of 500x500x800 mm (height x width x length) or the weight of 30 kilograms the Operator will charge the Sender – independent from other fees and charges listed above – an additional fee, as set in the Price List.

### **§ 9. Delivery of the Parcel**

- 9.1 A manner in which the Parcel is delivered is indicated by the Sender, selecting one of possible options:
  - (1) delivery to the designated address;
  - (2) delivery to the Parcel Service Point (personal collection).
- 9.2 The Operator provides an additional service for Business Consumers on the national network including delivery of the oversized Parcels on business days until a full hour determined by the Sender (10.00, 12.00 or 17.00). The Parcels are delivered only between 9.00 a 17.00. In the case of the Parcels which are to be delivered till 12.00 delivery is possible only in selected towns. The Parcels to be delivered between 12.00 and 17.00 are delivered nationwide. There is also the option of ordering additional service (for the till 10:00 or 12:00 to 17:00 delivery services) – Set hour delivery – where the Operator will perform the service in the time interval of 30 minutes preceding the set hour.
- 9.3 The Operator provides an additional service implemented for the Parcels delivered to the Addressee, also on Saturdays. The Service performed only for the Parcels sent by the Senders on Friday to cities with branches of the Operator's courier network, whose list is available at [www.inpost.pl](http://www.inpost.pl).
- 9.4 As a matter of principle, the Operator delivers the Parcels against a receipt directly to the Recipient or other person authorised to collect the Parcel, to the address indicated on the Bill of Lading. In the case of the Postal Service, the Parcel may also be delivered to an adult household member or to other persons authorised to collect the Parcel, in accordance with the provisions of the Postal Law.
- 9.5 The Addressee, after prior agreement with the Operator, may order delivery of the Parcel also to the Parcel Locker or to a place other than indicated in the Bill of Lading. In the case of a place different than indicated in the Bill of Lading, address data defined in the Bill of Lading with regard to postal code, town and street (yard, avenue, housing estate) will not change. In the case of the Consignment of Goods the place of delivery may be changed by the Addressee, unless the Sender reserves otherwise in the Bill of Lading. A different place of delivery may be agreed with the Operator by an individually generated access code to the Operator's website, where the Parcel may be managed in a manner consistent with the content of these Regulations.
- 9.6 In the case of:
  - 1) the absence of the Recipient during the delivery of a Parcel,
  - 2) the absence of the person authorized to collect the Parcel according to section 9.4 above,
  - 3) the Recipient or any person authorized to collect the Parcel, according to section 9.4 above, not having the ready payment for collection (COD), which prevents the delivery of the Parcel with the collection option,- Operator - subject to paragraph 9.7 below - will attempt to contact the Recipient by phone to arrange a second delivery attempt on the same day. If the Recipient cannot be contacted or the Parcel cannot be delivered on the same day, the Operator will make a second attempt to deliver the Parcel on the next business day, and in the absence of the Recipient on the second delivery attempt, the Operator will leave an information at the delivery address (so-called notification) or notify the recipient via SMS or e-mail that he may receive the Parcel within the next 3 business days in the place and time specified by the information included in notification.
- 9.7 Throughout the period of November and December (if the Parcel is delivered during this period), in case referred to in paragraph 9.6 point 1-3 above, the Operator, after the first attempt of delivery, will leave information (so-called notification) or notify the recipient via SMS or e-mail that he may receive the Parcel within the next 3 business days in the place and time specified by the information included in notification.
- 9.8 Verification of the Recipient in the situation described in paragraph 9.6 and 9.7 takes place respectively on the basis of an advice note or a telephone number and a code sent by the Operator, with the reservation that the Recipient's verification in the POP is only based on the telephone number and the code sent by the Operator.
- 9.9 A condition for detention the Advance Parcel, referred to in paragraph 9.6 and 9.7 ,is providing correct contact details of the Recipient, referred to in paragraph 7.4 point 2.
- 9.10 The period of detention of the Parcel advised in the designated Parcel Service Point or Branch on the terms set out in paragraph 9.6 point 1-3 and 9.7 above, amounts to another three (3) business days, counting from:
  - 1) the second attempt to deliver – In the case referred to in paragraph 9.6 above
  - 2) the first attempt to deliver - In the case referred to in paragraph 9.7 above.After the expiry of the aforementioned period for the reception of the Parcel, amounting to 3 business days, the Operator shall return the Parcel not taken by the Recipient to the Sender according to the rules specified in § 10 of the Regulations.
- 9.11 The return of the Parcel takes place also in the case of the Recipient's refusal to accept the Parcel or the wrong address of the Recipient.

## **Regulations for the provision of postal and transport services by InPost Sp. z o.o.**

- 9.12 The undelivered Parcel is deemed lost if delivery or notification on the attempt to deliver it or the possibility to retrieve it in the Parcel Service Point or Branch is made within 30 days from the date of shipping.
- 9.13 The Parcel delivered to the Parcel Service Point or notified in the Parcel Service Point may be collected during its operating hours. Opening hours of the Parcel Service Points are available at <https://www.inpost.pl>
- 9.14 The Parcel is handed over only after the entire fee is paid.
- 9.15 A delivery receipt for the Parcel may be provided in writing or electronically. Delivery of the Parcel is confirmed by the Recipient (or other authorised person) by a handwritten, legible signature.
- 9.16 A delivery receipt for the Parcel confirms the receipt of the payment for the COD Parcel by the Operator and constitutes a payment confirmation for the Recipient.
- 9.17 Subject to the imperative provisions and existing principles concerning submission of complaints (§ 14 of the Regulations), any objections concerning the provision of the Services or the condition of the Parcel should be described by the Recipient at the moment of accepting the Parcel on receipt confirmations for the Parcel applied by the Operator.
- 9.18 The Operator does not deliver Parcels to Post Office Boxes of Poczta Polska SA.

### **§9a. InPost Quick Send**

- 9a.1 Operator, within the InPost Quick Send functionality, enables the Retail Customers to order Parcel shipment service without the need to open a MP account, and on principles set out in the Regulations, but with amendments in the service, as set out in the present paragraph.
- 9a.2 The InPost Quick Send can be used through the form available at: <https://inpost.pl/szybkienadania> (hereinafter the "Form").
- 9a.3 Provisions of the Regulations concerning the App, including App functionality and the elements of service provided with use of App, shall not be applicable to the InPost Quick Send.
- 9a.4 Cash on delivery services are not part of the InPost Quick Send.
- 9a.5 Courier Parcel collection service is not part of the InPost Quick Send.
- 9a.6 Fee for InPost Quick Send ordered service is set out in the Price List.
- 9a.7 The Sender may insure the Parcel sent through InPost Quick Send up to the maximum value of PLN 5000, the price for that is set out in the Price List.
- 9a.8 When ordering the service through the InPost Quick Send the Sender is obliged to provide the following details of Sender and Recipient: name and surname, e-mail address, mobile phone number. The Sender is responsible for provision of erroneous details.
- 9a.9 The return of a Parcel sent through InPost Quick Send shall be to the sending Parcel Machine, POP or Branch servicing the said Parcel Machine or POP.
- 9a.10 The charge for Service ordered through InPost Quick Send is considered paid once the Sender pays for the respective Parcel using the Form, according to the current Price List. The payments cannot be effected at the Parcel Locker or at POP when sending the Parcel.
- 9a.11 Parcel ordered for sending through InPost Quick Send may only be paid for upfront, when finalizing the order for the InPost Quick Send service in the Form, with mediation of Acceptor.
- 9a.12 In case of the shipment label is not used by its deadline, also the deadline extended on application of the Sender, the Operator, with mediation of Acceptor, will return, on request of the Sender, the sum equal to the amount collected at ordering the Service through the InPost Quick Send. This return shall be effected within 14 days, counted from the day following Sender's request.
- 9a.13 VAT invoice will be issued, provided the Retail Customer selects appropriate check box in the Form. The VAT invoice will be sent to the e-mail address of the Sender, as indicated in the Form.
- 9a.14 Provisions of the item 12 shall apply to returns of all other payables collected for the Service ordered through the InPost Quick Send.

### **§ 10. Missed Parcels**

- 10.1 Fee for returns of the uncollected Parcels is equal to that paid for underlying service, provided that the Price List does not state otherwise.
- 10.2 Missed Parcels are returned to the Sender. Should the Sender be absent at the address during an attempt to return the Parcel, the Operator attempts to contact the Sender by phone in order to agree on another attempt to return the Parcel on the same day. In the case of being unable to contact the Sender by phone or to return on the same day, the Operator makes another attempt to return on the following working day, and should the Sender be absent also during the next attempt to return, the Operator leaves at the address a notification (so-called advice note) informing about the fact that the Sender may collect the return in the next 3 working days at the place and time indicated in an advice note. The provisions of paragraph 9.9 and paragraph 9.10 shall apply accordingly.
- 10.3 Missed Parcels whose the Sender failed to collect on the day indicated in § 10, passage 2 of the Regulations are treated as an undeliverable Parcel.
- 10.4 In case of lack of address on the Parcel the Operator will undertake to determine this address on the basis of contents of the Parcel, as per applicable regulations in this regard.

### **§ 11. Responsibility of the Operator**

- 11.1 The Operator's responsibility for non-performance or undue performance of the Postal Service is regulated by the provisions of the Act of 23 April 1964 - Civil Code (Dz.U. of 2017 item 459, with later amendments, hereinafter referred to as: "Civil Code"), unless the following regulations resulting from the Postal Law or the Transport Law provide otherwise.
- 11.2 The Operator is responsible for default or improper performance of the Service, unless non-performance or undue performance takes place:
  - (1) force majeure event;
  - (2) for reasons attributable to the Sender or the Recipient, and to the Operator;
  - (3) due to the Sender's or the Recipient's violation of legal provisions or the Regulations;
  - (4) due to the properties of the content of the Parcel.
- 11.3 When referring to one of the reasons indicated in § 11 passage 2 item 1-4 of the Regulations, the Operator provides a proof of its occurrence.
- 11.4 The Operator is responsible for non-performance or undue performance of the Postal Service within the scope specified in the Postal Law and these Regulations, unless its non-performance or undue performance:

## **Regulations for the provision of postal and transport services by InPost Sp. z o.o.**

- (1) is a consequence of a prohibited act,
- (2) is caused by the Operator's intentional fault,
- (3) results from the Operator's gross negligence.

In the situations specified in item 1, 2 and 3 above the Operator bears responsibility on the general terms in accordance with regulations of the Civil Code.

- 11.5 The Service is deemed not performed particularly in the case of loss (loss or total destruction) of the Parcel attributable to the Operator or if delivery of the Parcel or a notification on the attempt to deliver it takes place after 30 days from the shipping date.
- 11.6 The Service is deemed improperly performed particularly in the case of:
- (1) delay in delivery the Parcel with respect to the guaranteed term;
  - (2) damage or loss of the content of the Parcel;
  - (3) the provision of the service not in line with the order, as well as the provisions of the Postal Law or the Transport Law (depending on whether the Postal Service or the Transport Service is to be performed).
- 11.7 A claim for improper performance of the Postal Service expires as a consequence of accepting the Postal Item without reservations if losses or damages of the Parcel not visible from the outside are identified after accepting the Parcel by an authorised person who, no later than within 7 days after accepting the Parcel, submits to the Operator a claim in this respect and proves that losses or damages of the Parcel were caused in the period between accepting the Parcel by the Operator and its delivery to the Recipient.
- 11.8 A claim for loss or damage of the Consignment of Goods expires as a consequence of accepting the Consignment of Goods without reservations, if:
- (1) a damage is diagnosed by signing the respective report before the Recipient accepts the Consignment of Goods;
  - (2) such observation was not possible due to the fault of the Operator;
  - (3) or a loss or damage results from the Operator's intentional fault or gross negligence;
  - (4) the Recipient identifies a damage not visible from the outside after accepting the Consignment of Goods and within 7 days requested to determine its condition and proved that a damage was created in the period between accepting the Consignment of Goods for transportation and its delivery.
- 11.9 The Operator's responsibility for non-performance or undue performance of the Transport Service is regulated by the provisions of chapter 7 and 8 of the Transport Law.

### **§ 12. Undeliverable Parcels**

- 12.1 The undeliverable Parcel can be opened by the Operator in order to obtain data which enables it to be delivered to the addressee or returned to the Sender.
- 12.2 The undeliverable Parcel is opened immediately.
- 12.3 Undeliverable Parcels are opened in the warehouse of undeliverable Parcels.
- 12.4 They are opened in the presence of a committee composed of at least 3 persons, appointed from among employees of the Operator.
- 12.5 An undeliverable Parcel is opened so as to ensure the smallest possible damage to its packaging.
- 12.6 After the undeliverable Parcel the committee checks if there are any markings of the Recipient or the Sender and their addresses on the inner side of the packaging, and if they are missing, the committee examines its content.
- 12.7 If the committee determines in the course of the activities referred to in § 12 passage 6 of the Regulations data that enable the Parcel to be delivered or returned, such Parcel, after appropriate protection and attaching on the packaging an annotation regarding its opening in the presence of the committee, is delivered to the Recipient or returned to the Sender.
- 12.8 If the opening of the undeliverable Parcel does not enable it to be delivered or returned to the Sender, or if the Sender refuses to accept the Parcel the provisions of the Postal Law (for the Postal Parcels) and the Transport Law (for the Consignment of Goods).

### **§ 13. Compensation**

- 13.1 For default or improper performance of the Postal Service one is entitled to compensation:
- (1) for loss or damage of a courier Parcel that does not constitute a correspondence parcel – in the amount not higher than the normal value of lost or damaged items;
  - (2) for courier Parcels containing correspondence – ten times the service charge, but no less than fifty times the charge for registered delivery letter, as per the price list of the common national operator,
  - (2) for delay in delivering the courier Parcel compared to the guaranteed date of delivery – in the amount lower than twice the amount of the fee for rendering such Postal Service.

Principles of fixing the compensation for default or improper performance of the Transport Service are defined on the basis of the provisions of the Transport Law, subject to the content of § 7 passage 8 of the Regulations.

### **14 §. Complaints**

- 14.1 In the case of default or improper performance the right to submit the complaint is granted to:
- (1) The Sender;
  - (2) The Recipient - if the Sender waives his/her right to submit claims or if the Parcel is delivered to the Recipient.
- 14.2 The Sender or the Recipient may submit a complaint in any branch of the Operator, in writing or orally for the record, or electronically to the Complaint Department of the Operator at [https://www.inpost.pl/formularz\\_reklamacyjny](https://www.inpost.pl/formularz_reklamacyjny)
- 14.3 The complaint may be submitted no later than within 12 months from the day the Parcel is sent.
- 14.4 The complaint contains:
- (1) the full name of the sender of the addressee, or the name and the mailing address or the address of registered office of the Sender or the Addressee, hereinafter referred to as "the complainant";
  - (2) object of the complaint;
  - (3) the date and the place of sending the Parcel;



## Regulations for the provision of postal and transport services by InPost Sp. z o.o.

- (4) the number of the Parcel confirmation document or the Parcel number;
  - (5) justification of the complaint;
  - (6) the amount of compensation - if the complainant seeks the compensation;
  - (7) the complainant's signature - if the complaint is submitted in a written form;
  - (8) date of preparation of the complaint;
  - (9) the list of enclosed documents.
- 14.5 In the case of submitting the written complaint the complainant encloses:
- (1) the Parcel confirmation;
  - (2) the Sender's declaration to waive the right to redress – in the case referred to in § 14 passage 1 item 2 of the Regulations;
  - (3) the copy of the Report, or
  - (4) the declaration of confirmed losses or damages of the Parcel submitted by a person collecting this Parcel at the moment the Parcel is received;
  - (5) description of circumstances confirming Parcel or delivery of the Parcel;
  - (6) packaging of the damaged Parcel, if the Operator to do so;
  - (7) a declaration of invisible losses or damages of the Parcel, keeping the term referred to in § 11 passage 7 and § 11 passage 8 item 4 of the Regulations, and indicating a circumstance or evidence confirming the occurrence of circumstances being prerequisites for the claim compensation, referred to in § 11 passage 7 and § 11 passage 8 item 4 of the Regulations;
  - (8) documents confirming improper performance of the Parcel service – available for inspection.
- 14.6 The complaint filed by means of electronic communication should be accompanied by copies of the documents referred to in § 14 passage 5 of the Regulations. If it is necessary for proper examination of the complaint, the Operator may request originals of these documents.
- 14.7 The original documents are returned to the complainant against a receipt, at its request that can be submitted at any moment. If no such application is submitted the Operator returns it, at the latest, after the end of the complaint procedure.
- 14.8 If the Operator observes that the complaint does not comply with requirements referred to in § 14 passage 4, 5 and 6 of the Regulations and their fulfilment is required for proper examination of the complaint, the Operator calls the complainant to remove the shortcomings within 14 days from the date of delivery, at the address indicated in the call. This term is not included in the term for examining the complaint.
- 14.9 The Operator examines the complaint immediately and answers to the complaint within no more than 30 days from the date of the complaint.
- 14.10 The deadline is met if the Operator sends an answer to the complaint before the deadline. The complainant indicating the e-mail address to which an answer should be sent when submitting the complaint in the electronic form consents to delivery of letters concerning the complaint electronically to this e-mail.
- 14.11 Information on the result of the examination of the complaint should contain information about exhaustion of the complaint procedure and:
- (1) the Operator's data (name and registered office),
  - (2) information on recognition or non-recognition of the complaint,
  - (3) a justification, including the legal basis,
  - (4) if the compensation is granted – the amount of the compensation and information about the date and the method of payment (within no more than 30 days from the date of recognising the complaint),
  - (5) in the case of repayment – determination of the amount and information about the date and the method of payment (within no more than 30 days from the date of recognising the complaint),
  - (6) information about the possibility to pursue claims:
    - (a) in the court proceedings,
    - (b) on the out-of-court resolution of consumer disputes before the President of the Electronic Communications Office.
  - (7) information of the right to appeal with the address to which the appeal should be submitted,
  - (8) the signature of an authorised person responsible for examining the complaint with indication of the position.
- 14.12 The Operator's failure to answer to the complaint within the time limit referred to in § 14 passage 9 of the Regulations, or to the appeal within the time limit referred to in § 14 passage 15 of the Regulations, results in recognition of the complaint, within the limits of the Operator's responsibility determined in accordance with § 13 paragraph 1 of the Regulations.
- 14.13 If the Operator rejects to grant the complaint, either in full or in part, the complainant may appeal within 14 days from the date the answer to the complaint is delivered.
- 14.14 In the case of appealing against a decision taken with regard to the complaint after the expiry of the time limit, the appeal is left without examination, of which the postal operator promptly notifies the complainant.
- 14.15 The Operator examines the appeal immediately and informs the complainant on the result of examination of the appeal within no more than 30 days from the date the appeal is received. § 14 passage 10 of the Regulations applies accordingly.
- 14.16 The Operator informs that the right to assert a claim before the court in the proceedings concerning the Transport Service is granted to an entitled person after the ineffective exhaustion of the complaint procedure.
- 14.17 The Operator informs that in the case of exhausting the complaint procedure the Consumer may use the possibility to settle disputes out of court by electronic means via the ODR Internet platform, which gives the possibility to assert claims related to the Service. The ODR platform is available at: <http://ec.europa.eu/consumers/odr/>.
- 14.18 Cases concerning complaints for the Postal Service not regulated in this paragraph are regulated by the provisions of the Postal Law and the Regulation of the Minister for Administration and Digitalisation of 26 November 2013 on the complaint regarding postal services (Dz.U. of 2013, item 1468).
- 14.19 Cases concerning complaints regarding the Transport Service are regulated by the provisions of the Regulation of the Minister of Transport and Construction of 24 February 2006 on determining the condition of Parcels and the complaint procedure (Dz.U. of 2006 no. 38 item 266)

## **Regulations for the provision of postal and transport services by InPost Sp. z o.o.**

### **§ 15. Insurance of the Parcel**

- 15.1 The Operator offers the possibility for the Parcel to be insured with a third entity (the Insurer), the cost of which is borne by a person paying for the Service, in accordance with the current Price List, which should also specify the sum insured.
- 15.2 Key provisions of the insurance agreement for account of a third party signed between the Operator and the Insurer are available at <https://www.inpost.pl> and are provided upon request in the Parcel Service Point.
- 15.3 The order for additional insurance protection of the Parcel is submitted by the Sender (the Client) using the Application, through the InPost Quick Send, or to the Employee of the Parcel Service Point who accepts the Parcel.
- 15.4 If the Sender orders the provision of the additional COD service, the Sender is obliged to insure the Parcel on the terms offered by the Operator, at least up to the COD amount. Should the Parcel not be insured, the Operator does not perform the additional COD service.

### **§ 16. Cash on delivery**

- 16.1. The fee for the COD Parcels can be paid at the moment they are received from the Operator's authorised representative delivering this Parcel directly to the Recipient – by cash or using the payment terminal supporting payment cards: VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro (in a situation where the Operator's authorised representative informs the Recipient about such a possibility), also including BLIK system payments, as well as by cash in the branch of the Operator's courier network.
- 16.2. In the case of the COD Parcels the Operator guarantees to the Sender that the COD amount will be transferred to the bank account indicated by the Sender (in the Application or a contract) within 5 business days from the date of payment of the COD amount. The day of transfer of funds is the date of crediting the Operator's bank account.
- 16.3. By sending the COD Parcel the Sender authorises the Operator to collect the payment from the Recipient on behalf and for the account of the Sender, in such a way so that the payment made to the Operator (according to the forms of payment indicated in § 16 passage 1 of the Regulations) is equivalent to the payment made directly to the Sender, and the handing-over of the Parcel by the Operator constitutes the payment confirmation and release the Recipient from a payment obligation towards the Sender, regardless of the place, time and form of payment. The authorisation may not be revoked after sending the Parcel and will prevail over other arrangements. The Recipient may invoke directly against the Sender the effects of the authorisation granted by the Sender to the Operator on the basis of the present Regulations.
- 16.4. The Sender's authorisation for the Operator includes the right to the Operator to grant further authorisation for deliverers contracted by the Operator to perform activities related to delivery and collection of the payment from the Recipient with a direct effect vis-à-vis the Sender. The Operator will be fully responsible towards the Sender for actions and omissions of his representatives, including deliverers, made/committed actions and omissions himself/herself, as well as for actions and omissions of payment service providers whom he uses to collect the COD amount and transfer it to the Recipient. After the Operator collects the payment from the Recipient the Sender will be obliged not to request the payment from the Recipient.
- 16.5. The Parcel may be sent only if it is directly associated with a separate paid dispositive contract concerning an item in the Parcel signed between the Sender and the Recipient as a result of sending and delivery of the Parcel and collection of the payment, and if the Sender notifies the Recipient of the Operator's authorisation to collect the COD amount. Otherwise, the Operator may refuse to accept the Parcel or refuse to accept the order to collect funds. By sending the COD Parcel the Sender confirms fulfilment of this condition, and at the Operator's request will provide to the Operator information necessary in this respect. The Operator is entitled to inform the Recipient in the content of the payment confirmation that, on the basis of § 16 passage 3 of the Regulations, receipt of the COD amount by the Operator is equivalent to the payment made to the Sender and that the Operator's receipt is equivalent to the Sender's receipt.
- 16.6. If the Sender defaults on payments to the Operator, the Operator reserves the right to deduct all payable liabilities from the amount collected from the Recipient on the basis of this paragraph. The Operator will inform the Sender on the deduction.
- 16.7. The Operator's responsibility for cash measures collected from the Recipient in connection with the execution of the additional COD service begins from the moment the Operator confirms that these funds are collected.
- 16.8. The Sender will indemnify the Operator against any claims for reimbursement of cash funds paid by the Recipients of COD Parcels using payment cards as part of the so-called chargeback procedure (if reimbursement demand applies to the content of the Parcel). In such a case the Sender undertakes to cover any fees and expenses incurred by the Operator as a result of cancelling the transaction by the issuer of the electronic payment instrument as a result of granting legitimacy of a complaint submitted by the Recipient of the COD Parcels (chargeback).
- 16.9. The COD Parcels for which the Recipient did not pay at the moment of delivery and for which the Sender did not give to the Operator instructions to cancel or change the COD amount, must be returned on the terms provided for in § 10, passage 2 of the Regulations.

### **§ 17. Personal Data**

- 17.1 The Administrator of personal data of Senders, third parties authorized by the Sender to perform activities connected with sending the Parcels and Addressees, being natural persons, that is processed by the Operator in connection with provision of Services covered by the present Regulations is the Operator, i.e. InPost Sp. z o.o. based in Krakow at ul. Wielicka 28, 30-552 Kraków.
- 17.2 With the limitation of § 10 section 4 of the Regulations the Operator is neither an administrator nor a processing entity – as defined by general regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) –in relation to no data contained in the Parcel and it is not responsible for its processing. In case the parcel is opened according to provisions of § 10 section 4 of the Regulations the Operator becomes the administrator of personal data contained in the Parcel and may process it pursuant to of § 10 section 4 of the Regulations and exclusively in the scope necessary to initiate actions required to deliver the Parcel or return it to Sender, or find a person authorized to dispose the parcel.

## **Regulations for the provision of postal and transport services by InPost Sp. z o.o.**

- 17.3 The Operator reserves the right to monitor the activities in the vicinity of Parcel Machine. The recordings may be used by the Operator to process return claims, or made available by the Operator, on request of authorized agencies, as per generally applicable provisions of law.
- 17.4 Detailed information on processing of personal data by the Operator is listed in the Privacy policy of the Integer.pl Capital Group, and available at: <https://inpost.pl/polityka-prywatnosci>.

### **§ 18. Special Consumer rights**

- 18.1 The Service contract concluded with the Consumer with use of Application or InPost Quick Send is a remotely concluded contract pursuant to art. 2 s. 1 of the consumer rights act (full text in Polish journal of laws of 2019, item 134, as amended, hereinafter the "uPK").
- 18.2 A Sender who is a Consumer may withdraw, pursuant to art. 27 uPK from the Service contract concluded in the manner described in section 1 above, within 14 days of its conclusion, provided that the Operator did not fully perform the Service with consent of the Consumer, who was informed prior to the service provision, that after completion of service by the Operator he will no longer have the right to withdraw from the Contract under art. 27 uPK.
- 18.3 In the case of Consumer's withdrawal from the contract pursuant to section 2 above we require a statement of withdrawal from contract, which may be effected: on a form annexed to the present Regulations, sent by e-mail to the following address: [oswiadczenie@inpost.pl](mailto:oswiadczenie@inpost.pl), or by electronic form available at <https://inpost.pl> or in written form.
- 18.4 In case of withdrawal from the contract pursuant to section 2 above by a Sender who is a Consumer, the Sender will be charged with fees listed in the Price List for all services rendered by the Operator until the withdrawal of Consumer from contract.
- 18.5 A Sender who is a Consumer concluding the contract for provision of Services, as listed in section 1 above, may express the request that the service is provided by the deadline for contract termination, by placing an explicit request in a statement sent from the Application or through the <http://inpost.pl> website.
- 18.6 The Operator shall issue the Consumer a confirmation of contract, as listed in section 1 above, after obtaining Consumer's consent, and in a form of a pdf file sent to Consumer e-mail address provided in the Application or through InPost Quick Send.
- 18.7 The provisions of sections 1-6 of the present paragraph are not applicable to Service contracts concluded by Consumers directly at the Parcel Locker, in a Branch or POP.

### **§ 19. Final provisions**

- 19.1 The current version of the Regulations along with appendices is available free of charge in the seat of the Operator, all the Parcel Service Points, as well as at <https://www.inpost.pl> - The Operator will inform on the Senders any significant changes in the Regulations and the Price List, in the form of information posted on the Operator's website: <https://www.inpost.pl>, at least 14 days in advance.
- 19.2 The possibility to deduct amount of claims from any amounts payable to the Operator by the Client, the Sender and the Recipient is excluded.
- 19.3 The Client, the Sender and the Recipient may not, without a written consent of the Operator, transfer liabilities towards the Operator to any third party.
- 19.4 In any cases not regulated in the Regulations the following provisions apply accordingly: The Postal Law (for the Postal Services), the Transport Law (for the Transport Services), as well as the provisions of the Civil Code.
- 19.5 List of appendices:  
(1) Template Consumer withdrawal from agreement.
- 19.6 The Regulations enter into force on 1 February 2020. As of this date the regulations of 2 October 2019 are repealed.

**Regulations for the provision of postal and transport services by  
InPost Sp. z o.o.**

ANNEX No 1

TEMPLATE OF CONTRACT WITHDRAWAL FORM FOR CONSUMERS, PURSUANT TO ART. 27 OF THE ACT ON COSUMER RIGHTS

Fill and send this form only if you wish to withdraw from the agreement

Addressee: InPost sp. z o.o., ul. Wielicka 28, 30-552 Kraków,  
helpline: 722-444-000 or 746-600-000 (both from landline and mobile phones)

\_\_\_\_\_ I/We \_\_\_\_\_ hereby notify of our will to withdraw from Service contract

- Contract date \_\_\_\_\_
- Full name of the Consumer(s) \_\_\_\_\_
- Consumer(s) address \_\_\_\_\_
- Parcel shipment number: \_\_\_\_\_
- Consumer(s) signature(s) (*only if the form is sent in paper form*) \_\_\_\_\_
- Date: \_\_\_\_\_