

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



## § 1. Definitions

1. These Regulations (hereinafter referred to as: "Regulations") determines terms and conditions for the use of delivery of Parcels to the Paczkomat® Devices, services provided by InPost Sp. z o.o. based in Krakow at ul. Wielicka 28, 30-552 Kraków, entered into the register of entrepreneurs kept by the District Court for Cracow-Śródmieście, 11th Commercial Department of National Court Register under National Court Register number 0000543759, Tax Identification Number: 6793108059, helpline: 722-444-000 or 746-600-000 (both from landline and mobile phones, costs depend on provider), e-mail address: bok@inpost.pl (hereinafter referred to as: "InPost" or "Operator"), consisting in accepting, transferring and delivering the Parcel Locker Shipments with the use of Parcel Locker Paczkomat
2. Services provided by the Operator are not common and are provided for commercial purposes in accordance with generally applicable law.
3. The current Regulations of the service is available on the Website, in Branches and Parcel Service Points in any cases not regulated in these the Regulations the provisions of the Act of 23 November 2012 - Postal Law (i.e. Dz.U. of 2017 item 1481 with later amendments (hereinafter: "uPP" or Postal Law") will apply.
4. Terms used in the Regulations have the following meaning:
  - a) **Price List:** the document which determines the maximum weight and dimensions of the Parcels, the price for the Services, the time in which they are available, and a list of additional fees, available in all POP, and on the [www.inpost.pl](http://www.inpost.pl) website. The Price List determines the price for the Services, offered to Business Customers and Retail Customers.
  - b) **Shipment label or label:** part of the Parcel that contains the data required for provision of Paczkomat 24/7 Service and the consignment number that enables Parcel tracking.
  - c) **Business Customer:** a natural person, legal person or organizational entity without legal personality, with whom the Operator concluded (in written, electronic or documented form) a separate, and additional to the Regulations, contract for the provision of Paczkomat 24/7 Services (herereinafter referred to as "Business contract")..
  - d) **Retail Custmer:** a natural person, legal person or organizational entity without legal personality, who is not a Business Customer, whom the Operator provides the Paczkomat 24/7 services exclusively on the basis of Regulations, without concluding a separate Business contract.
  - e) **Consumer:** a natural person performing a legal action with the Operator (including conclusion of the contract for the provision of services subject to the present Terms and Conditions) that is not directly connected with its economic or professional activities, or a natural person running a sole proprietorship, if the conclusion of the said contracts is directly connected with their sole proprietorship, but it does follow, from the content of this contracts, that they are not of professional character for this person,
  - f) **Parcel Manager or PM:** an application offering the full service of the shipping process, the possibility to track the Parcel Locker Parcels and management of the User's account, made available, free of charge to the Users registered on the website: <https://manager.paczkomaty.pl>.
  - g) **Sender:** a person (User) entitled to send the Parcel Locker Parcel or a person who actually shipped the Parcel Locker Parcel.
  - h) **Recipient:** a person (User) entitled to collect the Parcel or a person who actually retrieved the Parcel Locker Parcel.
  - i) **Branch:** an organizational unit of the Operator creating its logistics network, in which the Sender or the Recipient perform the activities specified in the Regulations, including the "Dispatch Branch", i.e. the Branch where the parcel was sent. The list of Branches enabling these activities can be found on our Website.
  - j) **InPost Fast Send:** functionality that allows Parcel sending order to be made within the Paczkomat 24/7 service, without the need to establish an account with MP, pursuant to present Regulations, but with changes in the provision of the Paczkomat 24/7 service, as listed in § 10a of the Regulations.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



- k) **Device or Paczkomat®:** a deposit locker consisting of boxes, enabling the authorized person to self-service sending or collecting a Shipment. The Paczkomat Devices network of Paczkomat Devices may contain machines with the following characteristics:
- Paczkomat Devices available 24 hours a day, 7 days a week,
  - Paczkomat Devices with limited time availability due to their location, in particular in premises with limited opening hours,
  - Paczkomat Devices, with which the Sender or the Recipient may communicate only via the Mobile Application or a barcode scanner and QR code (hereinafter referred to as "**Appkomat Devices**"),
  - Parcel lockers located exclusively in the POPS, which, due to the manner of their operation, cooperate with the POPs on the terms specified in the Regulations (hereinafter referred to as "**Robomat Devices**"),
- wherein a Paczkomat Device may combine features of one or more of the above characteristics. An up-to-date list of Paczkomat Devices with information about their characteristics is available at our Website.
- l) **Pay by link (PbL):** a form of accepting non-cash payments for the COD Parcel Locker Shipments retrieved from the Paczkomat Devices using an encoded website.
- m) **Collection:** an additional service making the receipt/collection of the Parcel Locker Shipment dependent on the Recipient's prior payment of a fee which will be transferred to the Sender's bank account.
- n) **Parcel:** a shipment accepted by the Operator in order to transfer and deliver it by means of from the Paczkomat Devices with a possibility of its sending and receiving also in a place other than the Paczkomat Devices following the principles described in the Regulations.
- o) **Insured shipment:** A Shipment referred to in § 28 of the Regulations, in respect of which the Sender has commissioned an additional insurance protection service in accordance with the present Regulations.
- p) **Parcel Service Point or PaczkoPunkt or POP:** a premise in which one may ship or collect the Parcel Locker  
Shipment on the terms provided for in the Regulations.
- q) **Force majeure:** external events, impossible to predict, the effects of which cannot be prevented, and in particular the forces of nature (earthquake, hurricanes, floods), and riots, general strikes, military actions, and actions of the state authorities (import bans, export bans, border, and port blockade, expropriation).
- r) **User:** a person having an individual account in PM IT system.
- s) **Mobile Application:** dedicated for mobile devices (smartphones, tablets), the application called "InPost Mobile" downloadable with the use of the links available at <https://inpost.pl/aplikacja>, assisting the Sender or the Recipient in processes related to shipping and handling a parcel delivered by the Operator.
- t) **Working day:** day Monday to Friday, except for Saturdays and statutory bank holidays.
- u) **Website:** an Internet accessible website at <https://inpost.pl>, containing in particular Operator information, information about services provided by it, documents connected with the said services, including the Price List and Terms and Conditions, list of Parcel Service Points and Paczkomat Devices, and also contact forms, including complaint forms in case of failure to perform, or undue performance of service by the Operator.
- v) **Primary Service or Paczkomat 24/7 Service:** Service consisting in acceptance, transport, handling and delivery of Parcels by InPost, including – pursuant to the Terms and Conditions – with the use of Paczkomat Devices.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



- w) **Additional Services:** services offered by the Operator exclusively in connection with provision of the Primary Service.
- x) **Services:** Primary service and all other services connected with the Primary service (including Additional services), provided according to the provisions of the present Terms and Conditions.

## § 2. General provisions

1. The Operator provides Services covered by the present Regulations only in places where he has the Parcel Locker Paczkomat, the Branches or POPs on business days (Monday to Friday) subject to the provisions of § 2 passage 11 and § 9 passage 6 of the Regulations. Time of delivering of the Parcels is counted in business days (excluding Saturdays, Sundays and statutory holidays).
2. The User using Services of the Operator is obliged to use sample forms of the Operator, as specified for activities specified in these Regulations. The previous sentence does not apply to the Consumers.
3. The Shipments must be properly and safely packed by the Sender, i.e. in a manner that makes it impossible to open the Parcel without interfering with the packaging, prevents damage and/or loss of its content and damage and/or loss of other shipments in transport, as well as in a manner not endangering the safety of persons used by the Operator when performing services. Detailed responsibilities of the Sender and rules concerning the securing of the content of Parcels and packing the Parcels are available in the document entitled Preparation and packaging rules for InPost parcels, the updated version of which can be found on InPost Website. Change or alteration in the aforesaid document does not constitute a change of the present Regulations.
4. Subject to the provisions of § 7, including § 7 passage 11 of these Regulations and provisions of a Business contract with the User, if such exists, the User, in order to use the services covered by the present Regulations as the Sender, must register himself/herself in the IT system at <https://manager.paczkomaty.pl>, and create an individual User's account in MP, which requires specification of data, e.g. name and surname, e-mail address, 9-digit mobile telephone number registered in the Polish mobile phone network, full address and postal code. The User bears full responsibility for indicating incorrect mobile telephone number. After registration the User may modify his/her data in the User Profile in MP, except for e-mail address.
5. It is recommended that each User state full address data during registration in the IT system handling Services (including PM) and sending the Parcel Locker Parcel, in order to allow the Parcel to be delivered in the case of a technical break or other exceptional situation directly to the Recipient, to POP or to be communicated to the Recipient in a different way. Specification of full address data by the Sender is mandatory.
6. During registration the User selects the preferred Parcel Locker where he/she wants to ship and collect the Shipments.
7. By transferring personal data via the Website, in particular e-mail address, mobile phone number and postal code, the User expresses his permission for making these data available to the Operator system for the purpose of the proper provision of the service described in these Regulations by the Operator. These data are provided also during the process of sending the Parcel Locker Shipment, after entering a correct e-mail address of the User and paying the fee for the Parcel Locker Shipment.
8. The Operator may use subcontractors when performing the services covered by these Regulations, for whose actions and omissions he/she is responsible as if he/she made/committed actions and omissions himself / herself.
9. The Branches and POPs are open on certain days and operation hours in accordance with the list published on the Website. The above website also contains information on the maximum dimensions of the Shipments that can be accepted from the Sender at the POPs, and information on the inability to provide additional Services through these POPs.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



10. The Operator does not offer the printout of documents related to the provided service with mediation of Paczkomat Devices, but enables the User to collect the electronic version of documents concerning the provided Service, including payment confirmation. The User may, on his/her own archive and print documents indicated in the previous sentence. The Sender should inform the Recipient of the possibility to collect only the electronic version of documents concerning the provided service, should the Recipient wait for receipt of a given type of document.
11. 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.
12. With the limitation of § 10 section 3 of present 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 3 of the Regulations the Operator becomes the administrator of personal data contained in the Parcel and may process it pursuant to of § 10 section 3 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.
13. The Operator reserves the right to monitor the activities in the vicinity of Paczkomat Devices. 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.
14. 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 InPost website: <https://inpost.pl/polityka-prywatnosci>.
15. The Operator reserves that, depending on the catalog of Services provided by the Operator, they can be ordered by the Sender, including subject to the conditions specified in other contracts than these Terms and Conditions, through electronic tools or IT solutions, the list of which is available at <https://inpost.pl>.
16. The Operator, under helpline numbers (722-444-000 or 746-600-000) may provide, in particular, information about the status of a Shipment and any Services performed on a Shipment. In the authentication process, Operator may request the interlocutor to specify, in particular, such data, as his or her first name, surname, company name (if applicable) as well as the telephone number or the e-mail address linked to the Shipment, number of the Shipment Label, Shipment's shipping number and Shipment collection code.
17. The Operator informs that certain Paczkomat or POP may not be dedicated to handling Shipments of all dimensions and weight specified in § 4 section 1 and 2 of the Regulations, including in the scope of their acceptance and delivery, as well as may not support some additional Services, in particular the Collect on Delivery service, or operate on different terms in the scope of operating hours or services available at these Paczkomat Device or POP. Due to the aforesaid the Operator recommends that the Sender or the Recipient, before selecting the Paczkomat Device or POP to which the Shipment is to be addressed or sent, verify the aforesigned characteristics of the selected Paczkomat Devices or POP, including the principles and hours of its operation, so that their selection corresponds to the preferences of the Sender or the Recipient. An up-to-date list of Paczkomat Devices and POPs with information about their characteristics is available at the InPost Website.
18. The Operator provides Services exclusively in the territory of the Republic of Poland. If the performance of the Service is, in any scope, connected with the requirement that any InPost representative collecting or delivering the Shipment crosses the borders of the Republic of Poland, the Operator may refuse to provide the Service on such Shipment. In this case, the provisions of § 5 sec. 3 of the Regulations shall apply accordingly.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



19. The activities specified in the present Regulations, which may or must be undertaken by the Recipient, may also be carried out by the Recipient with use of selected IT tools of the Operator's authorized business partners. The specific rules for using these tools are set out in their regulations, and the Operator assumes no responsibility for these tools, including their availability and correct functioning.

## § 3. Payment

1. Unless a separate, Business contract with the User states otherwise, the fee for the Parcel Locker Shipment is considered paid, if the User, using his/her account in MP, pays for a given Shipment in accordance with the current Price List. Payments may not be effected through Paczkomat Devices.
2. The payment for the service may be collected in advance or in arrears. Payment in arrears is available only the selected Senders on the basis of a separate, Business contract signed with them. Payments in advance may be used by other Senders.
3. Payment in advance: the fee is collected from the User's (Sender's) account in MP at the time a label is generated. MP account may be topped-up only using electronic payment system (bank transfer, payment card and other non-cash payment methods). The top-up amount may be used only for the Paczkomat 24/7 services, but, at the request of the User (Sender), the amount he/she paid must be returned, subject to collection of commissions in the amount of 1.9% for the service of return of unused funds to the bank account indicated by the User (Sender). The commission indicated in the previous sentence is collected from the Consumers. At the request of the Sender the Operator will issue a VAT Invoice for the top-up amount paid by the User (Sender). Each Sender using MP has the opportunity to select a VAT invoice option.
4. Available forms of payment for services according to the way a transaction is made:
  - a) (VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro) used for non-cash payment of any amounts due for COD and shipped ParVISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro payment cards;
  - b) other non-cash payment methods, BLIK include.
5. The fee for the Shipment in the upfront payment format is collected: at the moment of payment during sending the Shipment in the Mobile App or from the Sender's account in MP at the time the label is generated. Should a shipping label not be used within its validity period, also in a period prolonged at the request of the Sender, the Operator, upon the Sender's request returns to the Sender's MP account an amount equal to the amount collected from this account when generating the said label. Reimbursement will be made within 14 days calculated from the next day after the day when the Sender declared his/her reimbursement request.
6. Payment in arrears: The fee is collected on the basis of the issued VAT invoice , in accordance with a Business contract. The Sender paying for the Parcel Locker Shipment in arrears may not make a deposit into his/her MP account used for the Parcel Locker Shipments. Appendix to the VAT invoice issued on the basis of a Business contract is a list of services related to the Shipments sent by the Contractual Client in a given settlement period, specifying completed Services as defined by § 9 passage 3 of the Regulations, along with a list of additional services and other Services specified in the Regulations or a Business contract. In case some of the Services performed in the respective settlement period being not included, due to extended time for their performance caused, i.a. the need to explain the erroneous status of the Parcel, these Service, as an exception, will be deemed to be performed in the subsequent settlement period, and included in the VAT invoice issued by the Operator for the subsequent settlement period.. With the form of payment in arrears, the fees referred to in paragraph 10 below will be shown on the VAT invoice and will not be visible in the list of events on the account in MP. For the Business Customers paying for the services in arrears, the Pricelist valid on the date of sending the Parcel is binding.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



7. In the case of the Senders using MP a VAT invoice will be issued by the Operator on the basis of the data entered in the User's profile in the MP account, unless the User did not select the VAT invoice option. In other cases, a VAT invoice will be issued in accordance with the provisions of a Business contract.
8. Prices of Services provided by the Operator are specified in Price List.
9. Before sending the Parcel the User should make sure that a given payment form is available, depending on the selected shipping method.
10. In case of additional fees specified by the Operator in the Regulations and the Price List, the amount of these fees will be deducted from the funds available on the account in MP, in the amount indicated in the list of events on the account in MP, the amount of the fee will be visible in MP during the period of three (3) months from its calculation.
11. In case where the amount of fees referred to in paragraph 10 above is higher than the amount of funds on the User's account in MP, the Operator will indicate the occurrence of this circumstance in the list of events on the account in MP, and the recovery of the missing amount will take place within the funds paid under the next top-ups. Each charge made in this way will be visible in the list of events on the account in MP. If the User fails to make payments or if the Account is deleted in the MP, the Operator will seek payment of the amount due for the ordered Service on general terms.
12. The Operator does not apply individual Service price adjustment for Consumers within the framework of purchase of this Service from the Operator. The Operator shall not, in particular, apply individual Service price adjustment for Consumer on the basis of algorithm based, in particular, on activities of Consumer (including the past ones) or their preferences (automated decision-making processes).

## § 3a. Cash on delivery

1. The fee for COD Shipments may be paid at their collection in the PbL format (enabling the use of: VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro payment cards; selected e-transfers and other cashless payment methods), with Mobile App, and also in Cash or with cashless payment methods (with payment terminals that allow payment with use of the following cards: VISA, VISA Electron, MasterCard, MasterCard Electronic, Maestro) at the Operator's Branch or at the authorised representative of the Operator delivering the Shipment directly to the Recipient.
2. In the case the COD Parcel Locker Shipments the Operator guarantees to the Sender that the COD amount will be transferred to the bank account indicated by the Sender (in MP or a contract) within five (5) business days from the date of payment of the COD amount. The day of transfer of funds is deemed the date of crediting the Operator's account, unless payment is made by the Consumer - in such a situation the day on which the Consumer's account is credited, is considered as the day of transferring the funds.
3. When sending the COD Parcel Locker Shipment the Sender authorises the Operator to collect payment from the Recipient on behalf of 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 designated in item 1 above) is equivalent to the payment made directly to the Sender, and the handing-over of the Shipment by the Operator constitutes a payment confirmation and is equivalent to confirmation provided to the Sender 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 Shipment 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.
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

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



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.

5. The Parcel Locker Shipment may be sent only if it is directly associated with a separate paid dispositive contract concerning an item in the Shipment, signed between the Sender and the Recipient as a result of sending and delivery of the Shipment and collection of the payment, and if the Sender notified the Recipient of the Operator's authorisation to collect the payment for the COD Shipment. Otherwise, the Operator may refuse to accept the Shipment or refuse to accept the order to collect funds. By sending the COD Shipment the Sender confirms fulfillment 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 § 3a passage 3 of the Regulations, collection of payments of COD amounts 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.
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.

## § 4 Requirements concerning parcels

1. The Parcel Locker Parcels must comply with requirements of the Regulations and the following categories assigned to certain deposit boxes in the Paczkomat Device:

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

2. The maximum dimensions of sent Parcels, as defined in the proceeding item are depicted below:



In the case of shipments for shipment size categories "A" and "B", the height of the shipment is its shortest side, and in the case of shipment for shipment category "C", the shipment height is an average length side, i.e. side that is neither the shortest nor the longest side. The drawings shown are exemplary.

**Terms and Conditions of "Paczkomat 24/7"  
Service provision by InPost Sp. z o.o.**

valid from 13 January 2023



3. It is unacceptable to include in Parcels objects forbidden by applicable law, including Postal 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 (jewelry, works of art, antiques, numismatic items, etc.),
  - 4) weapons 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 Weapons and Ammunition,
  - 5) ammunition, excluding scare cartridges up to 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 Shipments,
  - 9) drugs, psychotropic substances and new psychoactive substances, the so-called "designer drugs",
  - 10) hemp and hemp products - except for fibrous hemp (*cannabis sativa sativa*) and derivative hemp products (including hemp fiber products) for which the level of THC concentration is below 0.20%,
  - 11) perishable goods,
  - 12) products and articles requiring specific transport conditions (including those that release the scent or liquid),
  - 13) dead or living animals and plants,
  - 14) human corpses, human or animal organs, and human or animal secretions or tissues;
  - 15) tobacco products, including tobacco and cigarettes, e-cigarettes and parts thereof.

- given that the above specification is not exhaustive.
4. 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 prior to accepting the Parcel. Detailed duties of the Sender concerning the unacceptable Parcel contents are available in the document entitled Preparation and packaging rules for InPost parcels, the updated version of which can be found at InPost website. In the event of a reasonable suspicion that the Parcel is the subject of a crime or its content poses a threat to people or the environment, the Operator shall immediately notify the relevant entities and shall detain and secure the Parcel until such entities have inspected it. In other cases, the Operator has the right to refuse attempts to deliver the to the Recipient a Parcel with unacceptable content, and return it to the Sender on the terms specified in the Terms and Conditions and for a fee specified in the Price List. The Sender bears full responsibility for placing goods sensitive to temperature changes and not resistant to low and high temperatures or other variable atmospheric conditions (atmospheric pressure, humidity, etc.) in the Parcel. The Operator reserves that the temperature inside the Paczkomat Devices is close to the ambient temperature, but in periods of high sunlight or higher ambient temperature, it may even significantly exceed the ambient temperature, or decrease due to frost or lower ambient temperature.
5. The Sender is responsible for guaranteeing the quality of packaging of the Parcel appropriate for its content. Packaging of the Parcel should adapted to its content, in particular, it should take into account properties of its content, atmospheric conditions and other circumstances that may affect the condition of packaging of the Parcel, also after its acceptance by the Operator, including circumstances related to transport of the Parcel by the Operator. Additionally the sender label should be placed on a Parcel in a way that ensures that it won't peel off or accidentally break off. Detailed duties of Sender and rules for securing

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



the content of Parcels and their packaging are available in the document entitled Preparation and packaging rules for InPost parcels, the updated version of which can be found at InPost website

6. The Operator accepts only the shipment of the Parcels of a standard shape (cube, rectangular, plastic bag). It is unacceptable to ship the Parcels of non-standard and irregular shape, Parcels with protruding elements or wrapped in into a material preventing untroubled movement on a line sorting the Shipments.
7. The Operator may conditionally accept the shipment of the Parcel of non-standard and irregular shape, if it is within determined limits of dimensions and weight. The Operator reserves the right to charge an additional extra charge – indicated in the Price List – in the case of acceptance of the shipment of the Parcel of non-standard and irregular shape.
8. In case where the Sender, within the size category of acceptable Shipments in accordance with the table indicated in paragraph 1 above (categories A, B, C), gave the Operator a Parcel in a category of other dimensions than the dimensions for the category declared by the Sender for this Parcel in MP or within Fast Sent:
  - 1) The Operator will charge the Sender with additional fee for verification of the Parcel, the amount of which is set in the Price List, this charge will not apply to Senders who are individual Consumers.
  - 2) In case in which the forwarded Parcel has a category of higher dimensions than the dimensions for the category declared by the Sender for this Parcel in MP or via Fast Send, the Operator will 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.
  - 3) In case where the forwarded Parcel has a category of lower dimensions than the dimensions for the category declared by the Sender for this Parcel in MP or via Fast Send, the Operator will perform the service on such Parcel according to the price rate corresponding to the actual dimensions of this Parcel, and if the rate will be lower than the rate specified for the dimensions of the category declared for the Parcel by the Sender in MP or via Fast Send, the Operator will refund the difference between the price rate corresponding to the actual dimensions of the Shipment and the price for the size category declared for this Parcel by the Sender in MP or via Fast Send; if the payment for the Paczkomat 24/7 service was made "in advance", the Operator will refund this difference to the sender's balance, available under his account in MP, and for the Fast Send option in a way described in §10a, and if the payment for the Paczkomat 24/7 service was made "in arrears" the Operator will take such change into account in a VAT invoice.
9. In case in which the Sender transferred an Oversized Parcel to the Operator – i.e. a parcel exceeding any of the said dimensions or weight (25kg) specified for the 'C' Size category, pursuant to the provisions of section 1 above:
  - 1) The Operator will charge the Sender an additional fee for verification of dimensions and weight of such Parcel, as well as an additional fee for treatment of such Parcel as "oversized", according to the rate specified in the Price List, and will transfer information on the occurrence of such Parcels pursuant to the provisions of § 9a of the present Regulations.
  - 2) Senders, who are Consumers, will be exempted from application of aforelisted charges.
  - 3) The Operator will take actions aiming to delivery of such Parcels, on the terms described in § 9a of the Regulations.
  - 4) If the "oversized" Parcel exceeds any of the maximum dimensions of 500x500x800 mm (H x W x L) or weight of 30 kilograms, the Operator will charge the Sender for the delivery of such Parcel – regardless of the above-mentioned fees – an additional fee in the amount specified in the Price List, but this fee does not apply in the case of Senders, who are Consumers.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



## § 5. Operator's rights

1. The Operator refuses to enter a contract for the provision Paczkomat 24/7 services or may terminate it, if:
  - a) the Sender fails to fulfill requirements specified in these Regulations;
  - b) the content of the packaging of the Parcel exposes third parties, the Operator or other Parcels to damage;
  - c) there are texts, images, drawings or other graphic signs on the packaging of the Parcel or in visible parts of its content that violate the law or personal goods of the Sender, the Recipient or other persons;
  - d) the Parcel service was to be performed, entirely or in part thereof, in a territory that is not covered by Operator's Paczkomat Devices, or in a territory different than specified in § 2 s. 18 of Regulations, if the Operator has not concluded a Business contract that would enable it to provide the service outside this territory; ;
  - e) acceptance or transport of the Parcel is forbidden pursuant to separate provisions;
  - f) The Sender, being a party to a respective contract defaults with payments for services provided by the Operator;
  - g) The Shipment contains fluids, gases, brittle or fragile items or live plants and animals or items requiring a special treatment during transport, or other mentioned in § 4 (3) of the Regulations, provided that the regulations contained in the document entitled Preparation and packaging rules for InPost parcels, are adhered to.
2. The Operator may also:
  - a) refuse to conclude a contract for the provision the Paczkomat 24/7 services, if the Parcel does not meet conditions required by the Operator in order to sing the contract, in particular:
    1. it is unacceptable to put in the Parcels objects indicated in § 4(3) Regulations above.
    2. if the Parcel is inadequately packed, in a manner that enables the Parcel to be opened without interfering with the packaging or may result in loss of its content or its damage or damage of other Parcels in transport;
  - b) terminate the provision of the Paczkomat 24/7 services after signing a contract for the provision of the Paczkomat 24/7 services, if the Parcel does not meet the conditions specified in such contract, as well as those stipulated in these Regulations.
  - c) terminate the contract without notice if a Sender, and a Business Customer at the same time, conducting business activities of paid sending of third party parcels based on a contract with the Operator, did not get prior, written consent of the Operator to sent or transfer for sending of such third party parcels.  
- whereas the 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.
3. If the Operator refuses to sign or unilaterally withdraws from a contract for the provision of the Services for reasons specified in item passage 1 and 2 above, the accepted Parcel is returned to the Sender at his/her expense, according to the Price List. The fee collected for the non-performed Service shall also be refundable..
4. A circumstance of acceptance of the Parcel by the Operator from the Sender does not give rise to a 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 § 4 and § 5, passage 1 or 2 above, the Operator may, subject to relevant law regulations check the content of the Parcel at each stage of service provision, also before accepting such Parcel, and then decide to refuse to accept the Parcel, accept the Parcel for implementation or terminate the contract and stop the provision of the service and return the Parcel to the Sender subject to principles specified in the Terms and Conditions at

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



his/her expense, according to the Price List, and, in exceptional and justified situations, 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 termination of 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 is made in presence of the Sender or, if this is not possible, in presence of persons invited by the Operator, in line with the provisions of Postal Law, and implementing regulations issued on their basis. The Verified Parcel Locker Parcel will be marked with a special label.

5. In a situation, when the content or a defective packaging of the Parcel resulted in:
  - a) 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,
  - b) 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,
  - c) the need for evacuate employees from the building or rooms of the Operator, or the need to permanently or temporarily withdraw from service means of transport (including vehicles) transporting the Parcel, as well as tools used for transport, delivery or storage of this Parcel,
  - d) damage in the process of movement, transport, sorting or delivery of the Parcel of another Sender,  
- the Operator may impose 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 letter a - d 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 letter a - d above in the period of one year from causing such event or events by the first Shipment, and the Sender will additionally be obliged to cover any costs paid by the Operator, arising 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. Notwithstanding the provisions of s. 5 Regulations above, every Sender is obliged to cover the damage caused to the Operator in the result of improper packaging of the Parcel or in connection with its unacceptable content, and in particular if the improper packaging of the Parcel or its unacceptable content resulted in at least one of the events referred to in § 5 sec. 5 letters a to d of the Regulations. The Sender remains liable for the above damages on general terms.
7. In the event that the packaging of the Parcel is damaged to an extent that may cause further damage to the Parcel or a loss of its content, the Operator - in order to continue the Paczkomat 24/7 service - may protect the Parcel against further damage or loss. The Operator draws up a record of the aforelisted activity. If the damage to the packaging of the Parcel is so far-reaching that it renders the continued performance of the Paczkomat 24/7 service impossible for the Parcel, the Operator will contact the Sender by e-mail, providing information on the extent of the damage, as well as the record of its securing activities. The message will also contain a request for further instructions from the Sender concerning the Parcel. If these instructions are not received from the Sender within 3 business days from the date of delivery of the above-mentioned e-mail, the Operator will return such a Parcel to the Sender, subject to the terms set out in the Regulations.

## § 5a.

The Sender will indemnify the Operator against any claims for reimbursement of cash funds paid by the Recipients of COD Shipments using payment cards as part of the so-called chargeback procedure (if

# **Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.**

valid from 13 January 2023



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).

## **§ 6.**

1. Pursuant to regulations of the Postal law, the Operator is entitled to put a lien on Parcels to secure claims resulting from the contract for the provision of the InPost Paczkomat 24/7 services, as well as other reasonable claims, e.g. customs fees or reasonable, additional costs for the provision of the service arising for reasons controlled by the Sender or the Recipient.
2. Provisions of s. 1 above does not apply if the Recipient of the Parcel is a public authority.
3. In case the Recipient or the Sender refuse to satisfy liabilities secured by a lien, the Operator having the right of lien open the Parcel in the presence of a committee and begin the sale of its content 14 days from the date on which the Recipient or the Sender is notified in writing on the proposed sales of the content of the Parcel.
4. The amount obtained from sales of the content of the Parcel referred to in passage 3 is transferred by the Operator to the Sender at his/her expense, after deducting liabilities secured by a lien.
5. The Operator is entitled to demand that the Sender cover the difference if receivables secured by a lien exceed the amount obtained from sales of the content of the Parcel.
6. If sale of the content of the Parcel or its part is impossible, treatment of the unsold content of the Parcel is regulated by the provisions of Article 32 and 33 passage 9 of Postal Law.
7. Regulations of sections 1-6 do not infringe the provisions of the Act of 19 March 2004 Customs law (full text in Journal of Laws of 2021, item 1856, as amended)

## **§ 7. Sending parcels**

1. The Operator allows the sending of Shipments via: Paczkomat Devices, as well as selected POPS, and, if the Business Agreement directly indicates it, also via the Dispatch Branch. The possibility of collecting Shipments by courier may be available in MP for Users meeting the conditions specified therein or will depend on the conclusion of an appropriate Business Agreement. An up-to-date list of places enabling the sending of Shipments, including their opening hours and characteristics can be found on Website.
2. When sending the Shipment in the Paczkomat Device, the Sender follows the instructions and the path of action, published at InPost websiteand directly displayed on the screen of the Paczkomat Device or in the Mobile App (in the case of users of the Mobile App). In the case of Appkomat Device, the Shipment may be sent only via the Mobile Application or using the barcode scanner. Before sending the Shipment at the Paczkomat Device , the Operator provides the Sender with the Regulations in electronic form, including by indicating the link to the address of the website containing the Regulations. Each Shipment can be placed in the Paczkomat Device only once. Each shipping label can only be used for one Shipment. In justified situations, the Operator may reinsert the Package into a locker, e.g. in the event of a failure of the Paczkomat Device or damage to the box. The Sender may put only one Shipment in a Parcel Locker.
3. The Sender is responsible for the proper preparation of the Shipment, including: the use of proper packaging, permanent closure of the packaging and generation printing and permanent affixing of the label to the packaging of the Shipment, in accordance with the following sentence. Subject to the provisions of sec. 12 below, a separate label should be prepared for each Shipment sent, which is necessary for the proper handling of the Shipment delivery process by the Operator. Subject to the provisions of sec. 12 below, Shipments incorrectly prepared, without a label or with an illegible label will not be accepted or will be returned to the Operator's Dispatch Branch in the area where the Shipment was originally sent.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



4. The Sender is responsible for providing the correct and complete data of the Recipient (if required), for the correct preparation of the label including at least the appropriate mobile phone number and e-mail address (unless the contract with the Sender requires otherwise) of the Sender, the mobile phone number of the Recipient, the size of the Shipment, its value in the case of additional insurance service and the amount to be collected on delivery, as well as for selecting the method of sending the Shipment taking into account 1) the weight and dimensions of the Shipment, 2) the scope of additional services ordered as part of the "Paczkomat 24/7" Service and 3) restrictions on the place of sending or receiving (Paczkomat, POP) in the scope of the above points. 1) & 2), if these restrictions were listed by the Operator at InPost website before commissioning the Operator of the "Paczkomat 24/7" Service. This also applies to the proper marking of the Shipment to be sent. Failure to provide correct data may result in the inability to perform or improper performance of the "Paczkomat 24/7" Service. The Sender is obliged to check the availability of the Collect on Delivery service depending on the place of collection of the Shipment.
5. The Sender declares that:
  - 1) it is familiar with the catalog of prohibited items that may not be included in the Parcel under applicable law and the provisions of § 4 sec. 3 and 4 of the Regulations above,
  - 2) it will not include items that are prohibited under applicable law and Regulations in the Parcels, nor will it use the services of the Operator for their transport,
  - 3) the data of the Sender and the Recipient of the Parcel entered by it will be true and correct,
  - 4) it is aware that providing untruths and misrepresentation as to the content of the Parcel and the data of the Sender and Recipient of the Parcel, as well as the submission of a Parcel containing prohibited items under applicable law and the Regulations, may lead to the necessity to incur legal liability on this account, including criminal liability.
6. The Operator provides software used to prepare the Parcel Locker Parcel free of charge. Prior to beginning the use it is recommended to read with the operating manuals.
7. Sending via the Paczkomat Device proceeds on the basis of the Sender's profile on the MP account. By default, the Paczkomat Device used is the one marked as preferred in the Sender's profile on the MP account.

There is

a possibility to send the Parcel Locker Parcel using other Paczkomat Device after selecting it in the Sender's profile on the MP account. The label intended for shipping in the Paczkomat Device additionally contains the name of the shipping Parcel Locker, term of validity of the label, as well as the shipping code. If the Sender incorrectly select the target (collecting) Paczkomat Device the Parcel is returned to the Sender if he/she requests so. The fee for return is collected in accordance with the Price List.
8. Selecting the option to send by Paczkomat Device at the same time allows the Sender to send the Shipment in a POP that supports the respective size of the Shipment. At the same time, if the Shipment exceeds the dimensions of 250x400x480 (in millimeters) or the weight of 7 kilograms, and its sending Paczkomat Device is the Robomat Device , this Shipment may not be dispatched in the Robomat Device , but may still be sent in the POP in which the Robomat Device is located at.
9. The label generated in MP or under InPost Fast Send Shipments (subject to the services ordered within InPost Fast Shipments using the Mobile Application, according to § 10a, sect. 15 of the Terms and Conditions) is valid for 30 days calculated from the time of charging the fee. The label validity term is indicated on the label. After this deadline, it is not possible to ship the Parcel Station Shipment with this label in an Paczkomat Device and in the POP. In justified cases, it is possible for the Operator to extend the label validity term before its validity expires, after prior contact with the Operator's technical helpline under number: 722-444-000 or 746-600-000 (both from stationary and cellular phones).
10. When transferring the Parcel to the Operator's Branch or to the courier the Sender delivers two filled copies of a "Parcel confirmation" containing full address data of the Sender and the Operator, as well as the Sender's telephone number. The Sender prints the confirmation using software provided by the Operator.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



The Operator verifies the confirmations which, after signing, constitute a proof of shipping. One copy is for the Operator and the other for the Sender.

- 10a. In the case of sending the Parcel in POP, POP will issue its own Parcel confirmation.
11. The Parcel Locker Parcels can be sent after the User registers in the electronic system of the Operator (subject to the situation described in passage 12) below, enters all address data and top up the account or is provided with an opportunity to pay in arrears. Sending of the Parcel Locker Parcel additionally requires specification of the bank account number to which funds obtained from collections will be transferred.
12. The Sender may send the Parcel in the Paczkomat Device without the label, also if he/she does not have the MP account, what occurs under the InPost Fast Shipments functionality and with the use of the Mobile Application, pursuant to the provisions of § 10a sect. 15 of the Terms and Conditions.
13. In order to send a Parcel Locker Parcel, the Sender shall be obliged to indicate the Recipient's 9-digit (nine) digital mobile number to enable notification of the Recipient about the sending of the Parcel Locker and the place of its reception addresses (Sender's and Recipient's) is necessary to provide the Paczkomat 24/7 service, and this data is used to communicate with the Sender or Recipient while performing the Paczkomat 24/7 service, in particular for the purpose of informing the Recipient about the possibility of reception of the Parcel Locker Shipment.
14. Subject to section 15 below (and subject to § 10b of the Terms and Conditions, in the case of the "Parcel on Weekend" service and to the extent that the provisions of § 10b determine other limit hours of shipping), the day of sending a Parcel Station Shipment through a Paczkomat, POP or Branch is a working day when this Shipment is put or transferred to the Operator by the Sender in the aforementioned places (and if this day is not a working day, the day of shipping is the next working day directly after this non-working day when the Shipment was put or transferred to the Operator), provided that placement of the Shipment in an Paczkomat Device or its transfer in a POP or Branch occurred on the particular day until the so-called limit hour, according to the table below:

|          |             |
|----------|-------------|
| Zone "A" | until 16:00 |
| Zone "B" | until 15:00 |
| Zone "C" | until 14:00 |
| Zone "D" | until 13:00 |

15. The division into zones indicated in the table in section above depends on the location of the Paczkomat Device, POP or Dispatch Branch where the Sender has located or transferred the Shipment and the postal (zip) code assigned to this location. The Sender - using the website - may verify the zone with the location of the Paczkomat Devices , POP or Dispatch Branch where they want to place or transfer the Shipment to the Operator. The Operator reserves right to change the zip code scopes assigned to the given zone, indicated on the above website, and they shall notify about this fact on the above mentioned site at least 10 days before the planned change, and this change will not be regarded as an amendment to these Terms and Conditions. Due to the above, the Operator recommends the Sender wanting to transfer the Shipment within the above specified limit hours to verify the zone with the location of the Paczkomat Device, POP or Dispatch Branch which they want to transfer the Shipment to.
16. Any shipments sent on the given working day in an Paczkomat Device, POP or in a Branch may not be transferred for further movement on this day when the shipping has been made after the limit hour as specified in sect. 14 above, resulting from the location of the Paczkomat Device, POP or Dispatch Branch. Any Shipments sent on the particular day after the limit hour resulting from the location of the Paczkomat Device, POP or the Dispatch Branch that at the same time have not been forwarded by the Operator for further transfer on that day will be treated as shipped on the following working day.
17. Sending Shipments in the POP or the Dispatch Branch takes place on the same terms as in Paczkomat Devices (subject to restrictions related to the handling of the respective categories of Shipment sizes and

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



provision of additional services - as far Dispatch Branches are considered - subject to the provisions of the Business Agreement), except that the Shipment is physically left in the PSP or the Dispatch Branch, and the proof of sending such a Shipment is issued by the Operator's representative accepting the Shipment. Sending a Shipment in a Sending Branch or in a PSP is possible only during working hours of such Dispatch Branch or POP.

18. The Sender can use the option of sending a Parcel Station Shipment through a Courier (also defined as a Shipment Courier Pick-Up or Courier Delivery). The Operator provides the above service on the terms specified in the following points:
  - 1) In order for the Operator to start performance of the above service, it must be ordered by the Sender through MP on a working day and before the limit time, as stipulated for the particular zone according to the table specified in section 14 above,
  - 2) The hours specified in the table in section 14 above are the limit hours for the Sender to place Courier Shipment Pick-Up orders in MP. If the Sender places a Shipment Courier Pick-Up order in MP after the limit hour for the zone in which the collection is to be made, this collection will occur on the following working day.
  - 3) The day of sending a Shipment collected by the Courier is:
    - a) the working day when the Sender placed the Shipment pick-up order before the limit hours, according to item 2 above, or
    - b) the working day following the working day when the Sender placed the Shipment pick-up order, if the Sender placed this order after the limit hours, according to item 2 above, or
    - c) the working day of directly following the non-working day when the Sender placed the Shipment pick-up order,
  - 4) The division into zones indicated in the table in section 14 above depends on the location of Shipment collection places by a Courier and the postal code assigned to this location. The sender can determine the zone for the given collection place using the website indicated in section 15 above, and the information indicated in this section, concerning changes in the code scopes for the particular zone and the recommendations for the Sender regarding their each-time verification shall apply respectively in the case of ordering the courier pick-up service,
  - 5) Courier pick-up orders may be placed by the Sender only on working days. The pick-ups will occur only on working days. When the Sender orders the service specified in § 10b ("Parcel on Weekend") the principles, including the limit hours, are applied as specified in this § 10b,
  - 6) Shipments are collected by a Courier on a working day, according to the Sender's order in MP. After the order has been placed, the Shipment will be collected on the working day when the Order is to be realized, subject to item 8 below,
  - 7) The limit hours, specified in the table in section 14 above, shall not apply to fixed courier pick-ups fixed by the Operator with the Business Customer by way of a separate contract, not being single courier delivery service as described in this section,
  - 8) If the Operator could not collect the Shipments on the particular day due to reasons attributable to the Sender, in the event of force majeure, or in the case of violation of the provisions of the Terms and Conditions or the law, the collection will be made on the next working day after the aforementioned reasons cease. If the collection is not possible again on this next day for the above indicated reasons, the pick-up order will be canceled and, for the next Courier pick-up, the Sender is required to place an order for the service described in this clause again.
  - 9) Any Shipments received must comply with the conditions specified for the Shipments in the Terms and Conditions,
  - 10) The price for the service described in this section is included in the Pricelist or a separate contract with the Business Customer.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



19. The above described service of sending the Shipment by courier is included in the price for sending the Shipment, if the Sender orders the sending of 5 (five) or more Shipments at once, whereby the Shipments sent under these Regulations are added together to the Courier Shipments and the Elements of Freight Shipments sent thereunder and within the meaning of the current Regulations for the provision of postal and transport services by InPost sp. z o.o.
20. If the Sender transfers to a Courier a number of Parcel Station Shipments smaller than the one originally declared in MP, the Operator has the right to collect the fee due for the service corresponding to the number of the Shipments originally declared in MP. The Operator reserves the right to verify the fee – originally calculated on the basis of the number of Parcel Station Shipments declared by the Sender – for the courier pick-up service.

## § 8. Movement and tracking of Parcels. Deadline for Parcel collection.

1. In the event of proper shipping of the Parcel Locker Parcel, the Operator undertakes to the Sender that he will provide Services, including those that lead to movement of the Parcel Locker Parcel sent in this way. Movement of the sent Parcel Locker Parcel will proceed between shipping of the Parcel Locker Paczkomat Sending Device, POP, the Dispatch Branch or the seat/address of the Sender and the so-called Receiving Parcel Locker (the Parcel Locker in which the Operator places the Parcel, and from which the Recipient may retrieve it), or POP or indicated as the address.
2. After the Parcel Locker Parcel is placed in the Paczkomat Device , or POP, the Recipient receives information as an sms text message or by e-mail, or in the Mobile Application (for users of the Mobile Application) about the possibility to collect the Parcel within 48 hours (for the Paczkomat Device collection option) or within 72 hours (for POP, or an Paczkomat Device available within limited hours, including due to its location, in a facility open in specific hours taking the section 3 below into account) after receipt of such information, indicating the location of the Paczkomat Devices, or POP and the retrieval code for a given Parcel. In the case of failure to collect the Parcel Locker Parcel within 36 hours after receipt of the above information (for the collection places: Paczkomat Device, or POP), or 48 hours (for an Paczkomat Device available within limited hours only, including, due to its location, in a facility open in specific hours), the Recipient receives another notice as an sms text message or e- mail, or in the Mobile Application (for users of the Mobile Application), reminding about the possibility to collect the Parcel:
  - 1) within the next 12 (Paczkomat),
  - 2) 24 (for an Paczkomat Devices available within limited hours, including, due to its location, in a facility open in specific hours) or
  - 3) 36 hours POPIn the case of failure to collect the Parcel Locker Parcel within the above time limit (taking the sections 3 & 5 below into account ), the Parcel Locker Parcel will be considered not retrieved and will be transferred to the Shipper.
3. In the event that the original (destination) place of delivery of the Shipment is a POP or Parcel Locker available for limited hours only (including due to their location in facilities open at specific hours), if on any day falling on the original date of collection reserved for these places (as specified in section 2 above) these points were closed all day long (in particular as a result of the closure of the premises in which they are located), the Operator for each such day will extend the original date of collection of the Shipment by an additional 24 hours. The provisions of the Regulations on information and its expiry shall apply to the extended period accordingly, in accordance with the provisions of section 2 above. The Operator shall notify the Recipient about the extension of the deadline for collection of the Shipment in the message referred to in s. 4 below.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



4. The Recipient receives detailed information regarding collection of the Parcel in the form of a text message or an e-mail. Any notice of the possibility to collect the Parcel Locker Parcel is made by the Operator only in the form of a text message or an e-mail.
5. The Operator enables the Recipient, for a fee, to extend the initial date of collection of the Parcel at the Parcel Locker Paczkomat receiving Device , each time for another 24 hours via the Mobile Application, taking into account the following rules for extending the date of collection of the Parcel:
  - 1) an order to extend the date of collection of the Parcel may be submitted via the Mobile Application (in the form of a separately ordered service),
  - 2) the aforesaid service may be ordered not earlier than 12 hours before the end of the time for collection of the Parcel (or 24 hours before the end of the time limit for collecting the Parcel in the case referred to in section 2 item 2 above), but in no case later than before the expiry of that period (including also when the said period was previously extended pursuant to the provisions of the present section),
  - 3) the period stipulated in the Regulations for collecting the Parcel is extended by another 24 hours, counted from the expiry of the period originally reserved for collection (or the expiry of the period extended in accordance with the present section),
  - 4) The Recipient may repeatedly extend the collection date of the Parcel, subject to the terms set out in this section (and for a separate fee, as indicated in item 6 below for each order to extend the collection date), however, once the Recipient or a person authorized by it opens a Paczkomat Device, in which the Parcel covered by the extended collection date is located, this date shall terminate - without the possibility of its further extension, also in relation to the remaining Parcels of the Recipient in this particular locker,
  - 5) an order to extend the Parcel collection date is possible only in relation to the date stipulated in section 2 above for a Paczkomat receiving Device, thus the extension of the collection date does not apply, in particular, to the date indicated in § 9 sec. 19 of the Regulations (in relation to the "Retention Period" specified therein), and the period specified in § 9 sec. 4 letter a) of the Regulations,
  - 6) the fee for extending the collection date - for every 24 hours - amounts to PLN 6.50 net (PLN 7.99 gross) and is the same, regardless of the size category of the Parcel (A-C size) or the number of Parcels in it,
  - 7) Payment for the service of extending the Parcel collection date can only be made via the Mobile Application, each time using the payment methods specified in this application,
  - 8) The Recipient will receive a confirmation of the extension of the collection date in an e-mail sent to the Recipient's e-mail address provided by the Sender and in the form of a push notification in the Mobile Application. The extended, total Parcel collection time will become visible in the "Parcel details" tab of the Mobile Application.
  - 9) If the Recipient uses the option to extend the date of collecting the Parcel, the Operator will provide the Recipient, via the Mobile Application - 12 hours before the expiry of the extended (in accordance with this section) date for its collection - a notification concerning the need to collect the Parcel from the Paczkomat Device, regardless of the nature and type of location of a given Paczkomat Device. In such a case, the time limits specified in sec. 2 above shall not apply.
  - 10) The extended deadline for collection of the Shipment referred to in the present section shall not be subject to the provisions of section 3 above.
6. If the Recipient did not use the service of the paid extension of the Parcel collection date in the Paczkomat receiving Device device(indicated in the preceding paragraph), after the 48-hour or 72-hour Parcel collection period, as specified in § 8 section 2 of the present Regulations, or after the deadline for collecting the Parcel, in accordance with the provisions of the preceding paragraph, the Operator will notify the Recipient in the form of a text message or e-mail, or via the Mobile Application (in the case of Mobile Application users) about the fact of transferring the Parcel to the Branch, as referred to in § 8 sec. 2, third sentence. Collection of

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



Parcels at the said Branch is possible during its working hours within 3 business days from the date of sending the notification referred to in the preceding sentence. In the event of failure to collect the Parcel within the time limit specified in the preceding sentence, the Operator will return the Parcel to the Sender for the fee provided for in the currently applicable Price List and subject to the principles specified in Terms and Conditions.

7. Verification of the Recipient at the InPost Branch and in the POP is based on the Shipment number, telephone number and code sent by the Operator (according to the scope of the above data each time specified and required by the Operator upon receipt of the Shipment). The list and addresses of InPost Facilities can be found at InPost website Website.
8. After entering the shipping number of the Parcel Locker Parcel at InPost website there is a possibility to track the current delivery status of this Parcel. Tracking is possible from the moment of registering the Parcel Locker Parcel in the InPost system until it is retrieved by the Recipient or returned to the Sender.
9. The Operator reserves the possibility of temporary availability of the "Podaj Dalej" ("pass it on") service that consists in the fact that the Parcel Locker Parcel must be sent by means of MP with a pre-generated label and placed in the deposit box of the Paczkomat Device and then, without transporting the Parcel Locker Parcel, is retrieved from the same box by the Recipient.

## § 9. Delivering of parcels

1. The Operator declares the delivering of the Parcel to the Paczkomat Device (optionally to the POP or Recipient, if such an option was available to the Sender) within two (2) business days, counting from the day after the Parcel was sent (expected delivering date), but in no case later than five (5) business days from the day after the Parcel was sent (guaranteed delivering date) subject to provisions of § 7 sections 13-15 and § 7 section 18 of the Terms and Conditions above, concerning the determination of shipment date. The guaranteed delivering date may be extended by two (2) further business days, subject to provisions of sections 18-22 below, whereas the Operator will enable the collection of the Parcel in such an extended deadline pursuant to sections 18-22 below.
2. The terms indicated in passage 1 do not include statutory holidays, Saturdays and Sundays.
3. The Parcel is deemed delivered at the time of opening the box in the Paczkomat Device, in which the Parcel is placed by a person who stated data necessary to open the box or, at the time of its physical delivery to the entitled person, if the delivery is made at the receiving Branch, POP, Mobile Paczkomat Device or directly at the Recipient. Paczkomat 24/7 Service is performed upon enabling the possibility to retrieve the Parcel according to the Regulations, which is made upon delivery of the Parcel to the Paczkomat Device and notification of the Recipient pursuant to § 8 or passage 2 or delivery of the Parcel to a different point, pursuant to the provisions of § 9 passage 16-22 below, or delivery in a manner indicated in § 9 passage 4. The moment of delivering the Parcel according to the preceding sentence is also the basis for establishment whether the Operator has kept the declared or guaranteed Parcel delivering date, as specified in section 1 above.
4. If justified, InPost reserves the possibility to deliver the Parcel:
  1. directly to the Recipient at the address indicated by them, located within the administrative boundaries of the place where the Paczkomat receiving Device is located, and in the event of the Recipient's objection or failure to indicate the address in accordance with the above requirements, the Operator will return the Shipment to the Sender, of which it will notify the Recipient, or
  2. at the Paczkomat receiving Device (Mobile Paczkomat Device – employee or InPost representative handing over parcels at the Parcel Locker).

A justified situation is defined as overflow of an Paczkomat Devices, and a breakdown, deactivation, or maintenance of the system that serves the Paczkomat receiving Device , if the Operator has previously

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



applied other forms of delivering the Parcel set out in this paragraph, in particular storing the Parcel according to section 18-22 below, or if these other delivery forms could not be applied as a result of force majeure.

5. Delivery of the COD Parcel Locker Parcels directly to the Recipient has to be preceded by paying the fee for this Parcel, at the latest, at the time of its retrieval. The Recipient may pay for the COD Parcel Locker Parcel using PbL, by cash at authorised representatives of the Operator, or with use of the Mobile App. The Parcel Locker Parcel may be issued only upon presenting by the Recipient evidence confirming payment of the entire fee (the COD amount), also in an electronic form or as a retrieval code (in the case of PbL) or after payment of this fee by cash to the Operator's authorised representative delivering this Parcel directly to the Recipient.
6. The Parcel Locker Parcel can be shipped in the Paczkomat Device or retrieved from it 24 hours a day / 7 days a week, subject to provisions of the subsequent sentence. The Operator reserves that the selected Paczkomat Devices will be available in limited hours, including due to their location in facilities open in specific hours. Hours of availability of each of the Paczkomat Devices are specified at: Website.
7. The Operator reserves that in selected Paczkomat Devices or POP the retrieval of the COD Paczkomat Parcels will be possible in specific hours or not possible at all. The list of Paczkomat Devices or POPs supporting the COD Parcels and forms for collect on delivery payment for Parcels, and also hours of availability are specified for particular Paczkomat Devices and POPs at Website. The Operator returns to the Sender all the COD Parcel Locker Parcels generated for the Paczkomat Devices and POPs not supporting the COD Parcels. For returning the Parcel to the Sender (subject to rules specified in the Terms and Conditions) we may collect the fee provided for in the Price List.
8. After placing the Shipment in the Paczkomat Device or in the POP, the Operator notifies the Recipient by means of a text message, by e-mail or SMS, or in the Mobile App (according to the last sentence below). The notification contains, among others, an individual code enabling the collection of the Shipment from the Paczkomat Devices or from the POP, whereas in the case of Appkomat Devices, the collection is possible via the Mobile Application or by scanning the QR code previously delivered or made available to the Recipient to, with use of the code reader available in such a Paczkomat Device. In the case of Collect on Delivery Shipments, a code is sent enabling the payment of the collection fee for the Shipment, excluding Paczkomat Device for which the payment of the collection fee may be made only via the Mobile Application or PbL. Persons using the Mobile Application will receive a message that the Shipment is ready for collection along with the authorization code in this application, if the Mobile Application is installed on a device using a SIM card containing the phone number associated with the Mobile Application and the Shipment intended for collection.
9. The Shipment will be issued only if the correct code and telephone number or other authorization data containing the above data, in particular a QR code, are provided. In the case of collection of Shipment using the Mobile Application installed on the device using the SIM card containing the phone number associated with the Mobile Application and the shipment intended for collection, it is not required to provide the code and phone number (due to the possibility of remote collection of the Shipment using the functionalities available in the Application, while the Operator notifies that the availability of this functionality depends on the GPS system coverage, which may be limited or unavailable in certain locations, which may result in the inability to use this form of collection of the Shipment).
10. It is only possible to pay for cash on delivery shipment, once the correct code and telephone number are provided. The above does not apply to the Paczkomat Devices, for which the payment for the Cash on Delivery Shipment may be made only via the Mobile Application or PbL.
11. If the code is lost - the Recipient may retrieve authorization code or undergo remote authorization process, by contacting the Operator's technical helpline by calling: 722-444-000 or 746-600-000 (both from landline and mobile phones). The Operator sends the recovered code by a text message or an e-mail only for data assigned to a given Parcel if the User, before physical collection of the Parcel requested the Operator to

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



withhold the release of the Parcel for reasons indicated in the following sentences. In the case of the theft or loss of the phone or the SIM card the Recipient immediately contact the Operator by phone and the Operator, as far as possible, will undertake to return the Parcel to the Sender, (subject to terms specified in the Terms and Conditions), payable as specified in the Price List. For this purpose the Operator may also contact the Sender by phone.

12. The Recipient bears the risk related to transferring the content of the text message containing the code, or the content of the mobile App containing it or other data enabling the opening of the Paczkomat Devices, to other persons. It is agreed that a person who receives the text message with the code from the Recipient is authorised by the Recipient to collect the Parcel Locker Parcel on behalf of the Recipient.
13. The Parcel Locker Parcel requires the Recipient to proceed according to instructions displayed on the Paczkomat Devices screen if the Parcel is delivered to the POP or directly to the Recipient. Shall the Parcel Locker Parcel be collected with use of the mobile App, the collection of such parcel requires the actions of Recipient that are consistent with instructions displayed in the mobile App.
14. Availability of particular COD payment forms for particular Paczkomat Devices or POP, as published at Website.
15. The collection of the Shipment in the POP takes place according to the same rules as from the Paczkomat Devices, with the exception of the provisions regarding the Mobile Application (in particular this applies to the Appkomat Devices) and subject to the restrictions related to the handling of data of the Shipment size categories and the provision of additional services - except that the physical handover of the Shipment to the authorized person is made by the Operator's representative at the place of operation of the POP and during its operating hours.
16. In the case when it is possible that the originally chosen Paczkomat receiving Device will be overfilled, the Operator can suggest a different place for delivering the Parcel by indicating another Paczkomat Device located no more than two (2) kilometers in a straight line from the Paczkomat receiving Device. In this situation, the Operator will send the recipient an e-mail or SMS with an information about possible overfilling of the Paczkomat receiving Device, together with a link to a generated website in the <https://kurier.inpost.pl/domain>, where the Recipient can express their consent or objection for the delivery of the Parcel to a different Paczkomat Device, listed on this page, and if the Recipient gives their consent for this other Paczkomat Device, the Parcel can be delivered to that Paczkomat Devices, or to the originally selected Paczkomat receiving Device, if, after the Recipient agreed, the delivery of the Parcel to that originally selected Paczkomat Devices became possible. The Recipient can change their decision to redirect the Parcel, within the time and in the manner specified on the website mentioned in the previous sentence. The link to the website mentioned in the first sentence shall be transferred to the recipient by the Operator in an e-mail or SMS, containing also the information about the time in which the Recipient can express their consent or objection for the delivery of the Parcel to another Paczkomat Device.
17. If the Recipient does not agree for the delivery of the Parcel to a different Paczkomat Device, or if they fail do decide in this respect within the specified time, pursuant to the provisions of section 16 above, the Parcel will be delivered to the Paczkomat receiving Device, provided that, if the Parcel cannot be delivered to that Paczkomat receiving Device for reasons specified in section 18 below, the Operator shall apply the procedure as specified in this section.
18. In the case of:
  - a) overfilling of the receiving Paczkomat receiving Device, or the Paczkomat Devices chosen according to section 16 above;
  - b) a breakdown, deactivation, or maintenance of the system that handles the Paczkomat receiving Device, or the Paczkomat Device chosen according to section 16 above, if the events described in the aforementioned letter a) or b) prevent the delivery of the Parcel to the Paczkomat receiving Device on the date indicated in section 1 above, the Operator will place the Parcel in storage at the POP or

# **Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.**

valid from 13 January 2023



Paczkomat temporary Device, which will be located no more than two (2) kilometers in a straight line from the Paczkomat receiving Device;

19. The Shipment storage time at the place of storage, i.e. Paczkomat temporary Device or POP according to section 18 above (hereinafter "Storage Period") is the following:
  - a) one (1) calendar day directly after the day when the Shipment was put in a POP or a Paczkomat temporary Device, or
  - b) a holiday and any holidays directly after it, if such day (days) are directly after the day when the Shipment was put in a Paczkomat temporary Device (in such a case, storage can proceed only in the Paczkomat Temporary Device), or
  - c) one (1) calendar day and, if the directly following day is a holiday and any holidays directly after it (if such day (days) are directly after the day when the Shipment was put in a Paczkomat Temporary Device) – in such a case, the Storage period is also this holiday or holidays; in the case described in this letter, storage can proceed only in a Paczkomat Temporary Device,  
- provided that a "holiday", mentioned in letter b and c above is a day which is a holiday as defined by the Polish law (except for Sundays, unless the holiday specified in these regulations is on Sunday, e.g. Easter Sunday).
20. In the case of storing the Shipment at a POP or a Paczkomat Temporary Device, according to section 18 above, the Operator sends the Recipient an sms or e-mail message or through the mobile application containing information concerning the following:
  - a) putting the Shipment in a POP or a Paczkomat Temporary Device for storage,
  - b) ending the Shipment's Storage Period in a POP or a Paczkomat Temporary Device , which is the beginning of the process of delivering this Shipment to the Paczkomat receiving Device,
  - c) putting the Shipment in the Paczkomat receiving Device – after the end of the process of its delivery to the Paczkomat receiving Device indicated in letter b above.
21. During the whole Storage Period the Operator allows the Shipment to be collected from the place of storage, i.e. POP or Paczkomat Temporary Device (excluding periods during which these locations are not open).. If the Recipient has not collected the Shipment in the Storage Period, this Shipment will be collected by the Operator from the place of its storage - for delivery to the Paczkomat receiving Device - on the date directly after the last day of the Storage Period and, consequently, until the Shipment is collected by the Operator from the place of its storage, it is possible for the Recipient to pick it up from such place. For Shipments delivered to the Paczkomat receiving Device after the end of the storage procedure in a POP or a Paczkomat Temporary Device, as described in the preceding sections, the principles of delivery described in this paragraph shall apply.
22. If it is necessary to apply the provisions of section 18-21 above due to the need to conduct maintenance of the Paczkomat Devices operating systems by InPost, then such day is treated in the same way as a holiday described in sect. 19, and in such case the Storage Period is determined by respectively applying sect. 19 letter b) or c) above. System maintenance cannot last more than one (1) calendar day, and the Operator will inform about such maintenance at least 7 days prior to its planned date, in the form of a message on the Website and can also notify about such maintenance through MP, an e-mail or SMS text message, or in the Mobile Application.
23. If the Shipment exceeds the dimensions of 250x400x480 (in millimeters) or the weight of 7 kilograms, and its Paczkomat receiving Device is a Robomat Device, this Shipment will be handed over for delivery in the POP where the Robomat Device is located, of which the Operator will notify the Recipient in accordance with § 8 section 4 of the Regulations above. In the event of overflow or failure of the POP, the provisions of section 18-21 above will apply to Shipments directed to the Robomat Device accordingly.
24. The Operator does not deliver Parcels to the Poczta Polska S.A. postal lockers.
25. Collection of Parcels using mobile App, pursuant to rules set out in the present paragraph is possible in selected Paczkomat Devices only, the list of which is available at Website

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



26. Shall there be more than one parcel placed by the Operator in the selected Paczkomat Device, belonging to the same Recipient the Operator reserves the right to place all of such Parcels, or the Parcels selected at its discretion, in a single box of Paczkomat Device. The Recipient shall be notified by the Operator about placement of multiple parcels in a single box of Paczkomat Device, under the previous sentence, in a message mentioned in passage 8 above. This provision shall not apply to Parcels subject to the additional COD service.
27. The Recipient, on the terms set out in the regulations of the Mobile Application, may order the Operator to attempt to place the Parcel in the Paczkomat Device located in the so-called "Easy access zone", i.e. the Paczkomat Device's area with easier access to the lockers in relation to the lockers located in its extreme areas (lower and upper levels), in which case the following rules shall apply:
  - 1) submission of the above instruction is possible via the Mobile Application separately for each Parcel, starting from the moment it is recorded in the Operator's IT systems,
  - 2) such an instruction may be submitted no later than the moment the Parcel is handed over for delivery, as confirmed by the appropriate status of the Parcel (in the tracking system available on the Operator's website or in the Mobile Application), notifying that the Parcel was handed over for delivery. For operational reasons, the Parcel may be handed over for delivery - on the date of its scheduled delivery - at different times,
  - 3) the moment the Parcel is handed over for delivery, the possibility of placing an order to place the Parcel in the easy access zone will become inactive,
  - 4) the Operator's implementation of the instruction to place the parcel in an easy access zone will be possible only in a situation where the Paczkomat Devices boxes appropriate for the size of the Parcel to be delivered, located in the easy access zone, will not contain other Parcels at the time of delivery to the Paczkomat Devices,
  - 5) in the event of a lack of free space within the "easy access zone", the Parcels will be delivered to the available lockers located outside this zone.
28. The Buyer, before receipt of the Shipment, may obtain information on who is the Sender of this Shipment. It is not possible to provide such information to the Recipient, if, before it is transferred to the Recipient, the Sender requested the Shipment to be returned before it has been delivered, or has made a change of the previous Recipient before receiving the Shipment. In addition, the Recipient may obtain information about the last name or name of the sender of any Shipment which has been returned to the Sender due to not being received in due time by the Recipient. The Operator allows the above information to be provided to third parties (not being the Sender or the Recipient) only in cases specified by regulations of the commonly binding law.
29. After the expiry of the deadline for collection of the Parcel (taking into account its extension on the terms set out in the Regulations), the Recipient may still be able to receive such Parcel, but only until it is accepted by the InPost Courier in order to initiate the return process (in accordance with §10 of the Terms and Conditions), however, the Operator – for reasons related to the logistics of receipt and delivery of Parcels – does not guarantee this possibility or a specific time in which the Parcel, in relation to which the deadline for its collection has expired, can still be received by the Recipient.

## § 9a. Delivery of oversized parcels

1. In the case of the oversized Parcel as referred to in § 4 passage 9 of the Regulations, the Operator:
  - a) contacts the Recipient by phone to agree on the place of delivery of this Parcel, which takes place by sending the address of its delivery to the Operator by the Recipient, whereas if the Recipient cannot be contacted or if an unsuccessful attempt to contact is made, the Operator contacts the Sender in a manner specified above in order to determine the address for delivery of the Parcel, given that determination of this address is regarded as its change at the Sender's request, or

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



- b) The Operator sends an e-mail message to the Recipient and the Sender with a request to send the address for delivery of the Parcel, with addition that if the Recipient and the Sender specify two different addresses the Operator sends the Parcel to the address provided by the Sender.
2. The phone contact referred to in passage 1 letter a above or the message referred to in passage 1 letter b above, will be made/sent within 48 hours from sending the message indicated in § 4 passage 9 of the Regulations, whereas for contacting by phone or sending the message, as referred to in passage 1 letter b above, the Recipient or the Sender have 48 hours to provide the address for delivery of the Parcel. If no address for delivery is transferred within this time and if the possibility to contact the Sender by phone is impossible or if an unsuccessful attempt to contact is made, the Operator will return such Parcel to the Sender, subject to terms of the Terms and Conditions. The Parcel is returned also if the Addressee refuses to accept the Parcels, the Sender refuses to indicate a new address for delivery, or if the address is indicated not in line with the provisions of passage 3 below. The price for returning the oversized Parcel with the dimensions do not exceed 500x500x800 mm and the weight below 25 kilograms, as well as the price for returning the oversized Parcel exceeding the above dimensions or weight is determined by the Price List, whereas the above charge does not apply to Senders, who are Consumers.
3. The address of delivery referred to in passage 1 above must be located within administrative boundaries of a town with the Branch operating the Paczkomat receiving Device originally indicated by the Sender, and must specify name/full name of the Recipient, street (yard, avenue), no. of building/premise, postal code, town and phone number of the Recipient.
4. The Operator will deliver to the Recipient the Parcel referred to in passage 1 above up to two (2) business days counting from the date of receiving from the Recipient or Sender the Parcel delivery data, pursuant to sections 1-3 above (expected delivering date), but no later than within five (5) business days counting from the date of reception of this data from Recipient or Sender.
5. As a matter of principle, the Operator delivers the oversized Parcels against a receipt directly to the hands of the Recipient or other person authorised to collect the Parcel, to the address indicated pursuant to the provisions of passages 1-3 above. The oversized 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 uPP.
6. In the case of:
- a) the recipient's absence during the delivery of a Parcel,
  - b) the absence of the person authorized to collect the Parcel according to section 5 above,
  - c) the Recipient or any person authorized to collect the Parcel, according to section 5 above, not having the prepared payment for collection (COD), which prevents the delivery of the Parcel with the collection option,
- Operator - subject to paragraph 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 three (3) business days in the place and time specified by the information included in notification.
7. Throughout the period of November and December (if the Parcel is delivered during this period), in case referred to in paragraph 6 point a-c 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.
8. The period of detention of the Parcel advised in the designated Parcel Service Point on the terms set out in paragraph 6 or 7 above, amounts to another three (3) business days, counting from:
- a) the second attempt to deliver – In the case referred to in paragraph 6 above
  - b) the first attempt to deliver - In the case referred to in paragraph 7 above.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



After the expiry of the above-mentioned period for the collection of the Shipment, which is three (3) business days, the Operator shall return the Shipment not accepted by the Recipient subject to the terms specified in § 10 of the Regulations, with the exception of the provisions of § 10 section 4 of the Regulations.

9. Return of the Parcel to the Sender subject to terms specified in the Terms and Conditions shall also be made in case of the Recipient's refusal to accept the Parcel or wrong address of the Recipient. The return of an "extra-large" Parcel is paid in accordance with the rates specified in the Price List.
10. The notified Parcel can be collected in POP during operating hours of these units.
11. 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. Verification of the Recipient in the situation described in paragraph 6 and 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. 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.
12. The provisions of § 9 passage 5 of the Regulations directly apply to principles of delivery specified in this paragraph.

## § 10. Missed parcels and Fast Returns (Szybkie Zwroty)

1. Any returns of uncollected Parcels or such that cannot be delivered or returned in connection with the withdrawal from the provision of the Service shall be paid in accordance with the current Price List. Returns of uncollected Parcels are directed to:
  - 1) to Paczkomat Device, where the Parcel was dispatched from,
  - 2) to the Parcel Point where the Parcel was sent, and if such a Point does not perform delivery of Parcels (in accordance with the information about this Parcel Point available in the list of such points on the Website), to the Parcel sender's address, in accordance with item 3 below,
  - 3) to the address of the premises or the headquarters of the Sender from which the Courier collected the Parcel - in the case of sending the Parcel via InPost Courier.
2. The return of a non-collected Parcel sent without a label is directed to the Paczkomat Sending Device or to the address agreed between the Operator and the Business Customer.
3. Reception of returned Parcels by the Sender takes place on principles analogous to their delivery, whereby:
  - 1) in the case referred to in sec. 1 items 1) and 2) above, the terms of service specified in §8 section 1-8 of the Terms and Conditions and § 9 sec. 3, 4, 6, 8, 9, 11-13, 15, 16-27, 29 of the Terms and Conditions (but in the absence of receipt of the returned Parcel by the Sender within the time limit specified in §8, section 5 below)
  - 2) in the case referred to in sec. 1 item 3) above, the terms of service specified in § 9a sections 5-11 of the Terms and Conditions.
4. Business Customers, who have concluded a Business Agreement with the Operator providing for the collection of the returned Shipment on the terms specified in the Terms and Conditions may receive returns directly to their business address, however, this service is subject to additional payment. In this case, the return is payable in the amount of the basic value of the Parcel fee.
5. The payment for the collection and additional insurance services, as well as paid (collected) fee for the Paczkomat 24/7 Service is not refunded, should one fail to retrieve the Parcel Locker Parcel.
6. A Parcel that:
  - 1) could not be delivered to the Recipient or returned to the Sender due to Lack or erroneous address of the sender, or
  - 2) that will not be accepted by the Sender or for which return it refuses to pay or pay a surcharge,

# **Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.**

valid from 13 January 2023



is considered undeliverable and is directed to the Operator's Undeliverable Parcels Storage. In case of lack or erroneous address on the Parcel, as mentioned in item 1 above, the Operator will attempt to determine this address on the basis of the contents of the said Parcel, according to applicable regulations in this regard.

7. In case in which the opening of an Undeliverable parcel does not enable its returning to the Sender, or if the Sender refuses to accept the returned Parcel, apart from cases specified in art. 33 of the Postal Law:
  - 1) the correspondence that constitutes the Parcel and its packaging are subject to destruction by the Operator in a manner that will render the recreation of information contained in the Parcel and on its packaging, no sooner than 60 days from the date of opening of the Parcel;
  - 2) the contents other than correspondence constituting the content of the Parcel and its packaging is subject to destruction by the Operator in a manner that will render the recreation of information contained in the Parcel and on its packaging, no sooner than 12 months from the date of opening of the Parcel.
8. If the an authorized person files complaint prior to the deadline specified in section 7 item 2 above the content of the Parcel and its packaging cannot be destroyed before the a decision considering such a complaint becomes final.
9. The Sender, who is a User and at the same time a Business Customer, may offer its customers (Recipients) the Fast Returns service (<https://szybkokiezwozty.pl>) provided as a 24/7 Parcel Locker Service, provided that this is provided for in the agreement previously signed by the Sender with the Operator and for the prior payment provided for in the agreement or in the Price List, effected by the Sender to the Operator. The Fast Returns service consists in the delivery by the Operator of the Shipment sent in the Paczkomat Device by the Customer of the Sender, after receiving it from the Sender, and providing, in accordance with the messages displayed on the screen of the Paczkomat Device, the generated shipment code for the respective Shipment (in the case of Appkomat Devices, it is possible to send only via the Mobile Application or scanning the QR code which was previously delivered or made available to the Recipient, using a code reader available in such a Paczkomat Device). The Sender is responsible for providing its customer (Recipient) with the correct shipment code. The Customer of the Sender (Recipient) is not entitled to request the Operator to perform the Fast Returns service if the Sender has not provided the Operator with an explicit consent to perform this service and has not paid for this service. The Customer of the Sender (Recipient) sending the Shipment as part of the Fast Returns service shall be treated as the Sender of this Shipment within the meaning of the present Regulations, except for the right specified in § 14 section 4, and the provisions of these Regulations shall apply accordingly to the performance of the Fast Returns service, and in particular the Sender's obligation to correctly pack the Shipment and secure its content.

## **§ 10a. InPost Fast Send**

1. The Operator, within the InPost Fast Send functionality, enables the Retail Customers to order Parcel shipmen within the Paczkomat 24/7 service without the need to open a MP account, and on principles set out in the Regulations, but with amendments in the Paczkomat 24/7 service, as set out in the present paragraph.
2. InPost Fast Send can be used through the form available at: <https://inpost.pl/szybkienadania> (hereinafter the "Form"), and from the Mobile Application, on the terms specified in section 15 below.
3. Provisions of the Regulations concerning the MP, including MP functionality and the elements of Paczkomat 24/7 service provided with use of MP, shall not be applicable to the InPost Fast Send.
4. Cash on delivery services are not part of the InPost Fast Send.
5. Courier Parcel collection service is not part of the InPost Fast Send.
6. Fee for InPost Fast Send ordered Paczkomat 24/7 service is set out in the Price List.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



7. As part of InPost Fast Send, the Shipment is covered by additional insurance protection service up to PLN 5 000, covered by the price of the 24/7 Paczkomat service, commissioned as part of the InPost Fast Send service.
8. When ordering the Paczkomat 24/7 service through the InPost Fast 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.
9. The return of a Parcel sent through InPost Fast Send shall be to the Paczkomat sending Device , POP (subject to provisions of § 10 sec. 1 item. 2 of the Terms and Conditions above) or Branch servicing the said Paczkomat Device or POP.
10. The fee for Paczkomat 24/7 service ordered by InPost Fast Send is deemed paid, if the Sender, through the form or the Mobile Application (in the case described in section 15 below), makes the payment for the given Shipment in accordance with the current Pricelist. The payments cannot be made at the Paczkomat Device when sending the Shipment or in POP.
11. A Shipment ordered for shipment by InPost Fast Send can be paid only upfront, upon finalizing the InPost Fast Send service order in the Form (or in the Mobile Application, according to section 15 below) through the agency of the payment administrator (and the forms of payment made available by them), with whom the Operator has concluded the respective agreement for handling the payment process.
12. If the shipping label is not used when its validity term expires, also within the validity term extended at the request of the Sender, the Operator, through the payment administrator (mentioned in sect. 11 above), returns, at the request of the Sender, an amount equal to the amount collected when ordering the Paczkomat 24/7 service, through InPost Fast Shipments. The return shall be made within 14 days counted from the next day after the day when the Sender reported the return request.
13. The VAT invoice will be issued, if the Retail Customer chooses the respective "check-box" field in the Form. The VAT invoice will be sent to the Sender's e-mail address indicated thereby in the Form or the Mobile Application (in the case referred to in section 15 below).
14. Provisions of the item 12 shall apply to returns of all other payables collected for the Paczkomat 24/7 Service ordered through the InPost Fast Send.
15. The Operator also allows the Retail Clients who use the Mobile Application to order Parcel shipment within the Paczkomat 24/7 service in the scope of InPost Fast Send functionalities through the Mobile Application, on the terms specified in this paragraph, but subject to the following provisions:
  - 1) Instead of the Shipping Label, after the end of ordering the Paczkomat 24/7 service through InPost Fast Send, the Retail Customer receives a 9-digit shipment code in the Mobile Application, which must be specified when shipping the Parcel in an Paczkomat Device (the shipment code is also generated in the Mobile App in the form of a QR code, and can be used in a Paczkomat Device equipped with a QR code reader (whereas in case of Appkomat Devices the Mobile App and QR code are the sole forms that enable sending pursuant to this item), in order to send it; in the above mentioned case, the provisions of the Terms and Conditions concerning the obligation to apply the label shall not apply;
  - 2) when ordering the Paczkomat 24/7 service using InPost Fast Send through the mobile application, the Operator makes additional forms of payment available in this Mobile Application for ordering such a service, each time specified in this Application.

## § 10b. Parcel on weekend

1. The Operator provides an additional "Parcel on Weekend" service for the Parcels, with delivery to the selected Paczkomat Devices, including placing the Parcel in the Paczkomat Device on Saturday or Sunday (until 6:00 p.m.) – subject to the condition that it must be dispatched on Friday (in accordance with the limit hours referred to in §7 section 14 et seq. of the Terms and Conditions, or in accordance with individual conditions agreed with the Sender) - whereby "dispatching" means, for the purposes of this paragraph, the

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



transfer of the Parcel by the Sender to the Paczkomat sending Device or POP, or placing an order by the Sender for the Courier's collection till the above-mentioned limit time in the event that the Sender does not use the system of permanent parcel collections by the Courier.

2. The said service is available exclusively for deliveries to Paczkomat Devices. The Operator reserves the right to limit the availability of the individual Paczkomat Devices for the "Parcel on Weekend" service, within the scope defined in the info contained in the Website. Service Point and Customer delivery options do not form part of the Parcel on Weekend service.
3. Sending a parcel subject to the "Parcel on Weekend" service is only available on Fridays and Saturdays. Parcels with ordered "Parcel on Weekend" service that were sent on other weekdays than those indicated in section 1 above will be delivered in standard mode, but the Operator reserves, in such a case, the possibility of adding a surcharge for the service, even if the Parcel is not delivered on Saturday or Sunday.
4. In the case of periods with occurring holidays, the Operator reserves the right to publish, in advance, at Website, a special schedule for the respective period of collections and deliveries of Shipments covered by the "Parcel in the Weekend" service.
5. In case the "Parcel on Weekend" service fails to be completed for a reason attributable to the Operator (and in particular due to a delay in collection or delivery of Parcel by the Operator) the surcharge for the service will not be charged. For "upfront" payments this charge will be returned to the account of Sender in SP; in case of down payments, this will not be charged on the VAT invoice for the respective settlement period.
6. By opting for the "Parcel on Weekend" service the Sender declares that it/he/she will appropriately inform the Parcel Recipients about the principles of this service and the possibility of completing individual orders within its framework, including the time required to prepare the Parcel, placing the order for its collection by the Courier (if the collection is ordered according to the Regulations) and its timely delivery to the Operator on the date and hour, as specified above in section 1. The Sender also undertakes to correctly process the Parcel, and in particular to select the "Parcel on Weekend" option during the editing of shipment label. In case of gross infringement of this section the Operator, following the earlier notice to the Sender requiring it to stop the infringements, reserves the right to bar the Sender from the provision of the "Parcel on Weekend" service for 30 days, and shall there, after the service is reinstated after such period the infringements repeat – to send another notice to the Sender, requiring it to stop such an infringement, and after its deadline without a result – at its exclusive option – to bar the Sender from the provision of the "Parcel on Weekend" service for another 30 days, or to terminate the agreement that formed the basis for provision of this service to the Sender.
7. Whenever a Parcel subject to the "Parcel on Weekend" service exceeds the maximum permissible dimension, as restricted for Parcels forming part of Paczkomat 24/7 Service, the process of its delivery will be subject to the procedure set out for oversize Parcel, as per Regulations, and the delivery will be effected to the Recipient on a business day, omitting the Paczkomat Devices. In such a case the Operator reserves the right to charge the additional charge for the "Parcel on Weekend" service.
8. The Price List sets out the price for the "Parcel on Weekend" additional service.
9. The "Parcel on Weekend" additional service is provided exclusively as part of the underlying Paczkomat 24/7 Service, as per limitations set out in the Price List.

## § 11. Operator's responsibility. Complaints. Compensation

1. The Operator is responsible for non-performance or undue performance of the Paczkomat 24/7 Service, if non-performance or undue performance occurred:
  - a) force majeure event,
  - b) for reasons attributable solely to the Sender or the Recipient,
  - c) due to the Sender's or the Recipient's violation of the provisions of uPP or the Regulations.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



- d) due to characteristics of the sent item, and in particular its high susceptibility to damage resulting from its defects or natural properties, the Operator is also not liable for the influence of atmospheric conditions on these items, the time passing from sending, damage to Parcel due to improper packaging or securing the items sent in the Parcel.
- 2. Subject to § 13 passage 7, claim for improper performance of the Paczkomat 24/7 Service will expire as a consequence of accepting the Parcel without reservations, in particular after retrieving the Parcel, also from the box of a Paczkomat Device, or POP.
- 3. Subject to other provisions of this paragraph, the Operator will be liable only for damage or destruction of the Parcel that takes place in the period from sending the Parcel Locker Parcel at the Paczkomat Device or in POP (possibly, from retrieving the Parcel sent by the Sender) until the moment of obtaining the Parcel at the Paczkomat Device, POP or directly to the hands Of the Recipient or the person authorised to retrieve the Parcel Locker Parcel.
- 4. The Operator is not responsible for delays in delivering the Parcel to the Paczkomat Devices , or POP and for delays in delivering the Parcel directly to the Recipient, if it results from force majeure, as well as for reasons not attributable to the Operator.
- 5. The Operator is not liable for damages in the Parcel:
  - a) consisting in loss of data recorded on any type of data carriers, including optical and magnetic discs,
  - b) consisting in measure and weight outside the boundaries of standard natural losses, and if there are no standards in this regard - within customarily adopted limits,
  - c) arising as a result of natural wear of the object, its defects or natural properties,
  - d) arising as a result of war, state of emergency, strike, riot, act of terrorist, act of sabotage,
  - e) caused by a nuclear reaction or radioactive contamination, regardless of source of this contamination,
  - f) resulting from incorrect addressing,
  - g) consisting in inconsistencies concerning the weight and the content of the Parcel with the weight and the content declared at sending, if the packaging does not bear signs of intervention,
  - h) visible damages reported later than at the moment of accepting the Parcel.
- 6. The Operator is responsible for non-performance or undue performance of the Paczkomat 24/7 services within the scope specified in these Regulations if its non- performance or undue performance:
  - a) is a consequence of a prohibited act;
  - b) was caused by the Operator's intentional fault;
  - c) results from the Operator's gross negligence.In the situations specified in letters a), b) and c) above the Operator bears responsibility on the general terms according to the provisions of the Act of 23 April 1964 - Civil Code (Dz.U. of 1964 no. 16 item 93, as amended amended)

## § 12.

- 1. The Paczkomat 24/7 Service is deemed incomplete if the Parcel or its content is completely destroyed or lost.
- 2. The Paczkomat 24/7 Service is deemed improperly performed if the Parcel or its content is damaged.
- 3. Undelivered Parcel Locker Parcel is deemed lost if delivery or notification of the possibility to retrieve it at the Paczkomat Device, or POP or deliver it directly to the Recipient is made within 30 days from the date of sending.
- 4. The model form of the complaint/damage report are available at the Website.
- 5. It is not possible to submit a complaint via MP, however, the Operator allows to initiate a complaint procedure during the process of collecting the Shipment from the box in the Paczkomat Device and to complete the instructions in accordance with the instructions displayed on the screen of the Paczkomat Devices or in the Mobile App (in the case of users using the Mobile App). For this end, using the appropriate

# **Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.**

valid from 13 January 2023



option in the Paczkomat Device (or in the Mobile App, in the case of users using the Mobile App), immediately place the Shipment in the Paczkomat Device again, leaving it at the Operator's disposal. The complaint form is sent to the Recipient's e-mail, and the Recipient should complete it in within 14 days and approve, which is tantamount to submitting a complaint. Failure to fill the form in within the specified time results in sending the Parcel back to the Sender. After retrieving the Parcel from the Paczkomat Device and delivering it to the Branch by the Courier, the Operator opens the Parcel in the presence of a committee and prepares an appropriate report. Based on this, the Complaint Department of the Operator recognise the legitimacy of the complaint or refuse to recognise it and consequently undertakes further activities specified in these Regulations.

6. Until submitting the complaint the Recipient can retrieve the Parcel from the Operator's Branch.
7. Claims related to Shipment losses or damages invisible on receipt can be reported by the Recipient no later than within 7 days from the date of receiving the Shipment. In the event that the Recipient observes any damages invisible at the time of collecting the Shipment, the Operator makes it possible for the Recipient to transfer the electronic damage certificate with the use of the form available on the Website: <https://inpost.pl/protokol>.

## **§ 13.**

1. One is entitled to compensation for default or improper performance of the Paczkomat 24/7 Service:
  - a) loss or damage of the Parcel not containing correspondence - in the amount not higher than normal value of lost or damaged items;
  - b) for loss of the Parcel containing correspondence - in the amount ten times higher than the fee for the service, however, not lower than the amount fifty times higher than the fee for treating the Parcel as a registered one, specified in the price list of universal services;
  - c) for the loss of a Shipment covered by the additional insurance protection service - in the amount that is in no case higher than the amount resulting from the table of additional insurance protection for the respective Shipment, as determined in accordance with the provisions of § 28 of the Regulations;
  - d) for delay in delivering the Parcel in relation to the guaranteed delivering date – in the sum that does not exceed twice the amount for the Paczkomat 27/7 service.
2. In the case of sending items or any materials with the value exceeding the amount of PLN 200 (two hundred), or items whose loss or damage would result in claims exceeding this amount, the Operator recommends buying Additional Insurance Service for such Parcel, as indicated in § 28 of these Regulations. The above does not exclude or limit the Operator's liability for loss or damage of the Parcel.
3. Compensation is paid upon request reported in the complaint. If the complaint does not specify the amount of compensation and the right to compensation does not raise any doubts, the Operator calls the complainant to indicate the amount of compensation.
4. In the case of non-performance of the service the Operator, regardless of the attributable compensation, returns the entire fee collected for the service.

## **§ 14.**

1. In the case of default or improper performance of the Paczkomat 24/7 Service the right to submit the complaint is granted to:
  - a) The Sender or,
  - b) The Recipient - if the Sender waives its right to submit claims or if the Parcel is to be delivered to the Recipient or retrieved from the Paczkomat Devices.
2. The complaint can be reported:

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



- 1) In the case of loss or damage of the Parcel:
  - a) directly upon receiving the damaged or incomplete Parcel, if the Operator prepares the damage report at that time,
  - b) after the Parcel is received, if a written declaration of losses or damages of the Parcel was submitted at that time or the report was drawn up, as referred to in letter a),
  - c) directly at the Paczkomat Device, according to § 12 passage 5 of the Terms and Conditions above,
  - d) within the set time limit referred to in § 13 passage 7, in the case of damages and losses that cannot be identified from the outside confirmed after receiving the Parcel;
- 2) for loss of such Parcel, on the next day after the deadline on which the Paczkomat 24/7 services is to be performed, calculated pursuant to § 9 passage 2 of the Terms and Conditions.
3. The complaint may be submitted no later than within 12 months from the day the Parcel was sent, subject to § 11 passage 2 of the Regulations.
4. The complaint for default or improper performance of the Paczkomat 24/7 Service reported after expiration of the terms referred to in passage 3 and § 11 passage 2 of the Regulations is left without examination, about which the Operator promptly notifies the complainant.
5. Complaints for default or improper performance of the service are recorded in writing or orally in the Operator's Post Office, or by phone, calling the helpline at 722-444-000 or 746-600-000 (both from landline and mobile phones), or electronically, by correctly filling the complaint form at Website, or in writing by sending the letter to the address of the Operator's registered office, located in Kraków, postal code 30-552, ul. Wielicka 28, with the following note: "Complaint Department". The complaint procedure can also be initiated as set out in § 12 passage 5 of the Terms and Conditions.
6. Complaints reported in a different way than defined in item 5 above will not be examined, about which the complainant will be notified in writing.
7. Each submitted complaint is given a unique number; in the case of complaints it is IPR number - (Internet Complaint Confirmation), which the complainant/the claimant is obliged to specify in subsequent letters concerning a complaint.
8. In connection with the reported complaint investigation procedures will be initiated.
9. Only one complaint can be submitted with regard to a given Paczkomat 24/7 service.
10. In case of complaints filed in electronic form, the complaining person will be authorized or identified by the Operator on the basis of the data they provide, which data will be compared with the data held by Operator in its IT system in order to establish, whether such a person is an authorized person under section 1 above. These data are in particular: the Label number, the e-mail address or phone number.

## § 15.

1. The complaint should contain at least:
  - a) the full name or the name of the company and the address of residence or registered office of the Sender and the Recipient;
  - b) indication of the complainant;
  - c) object of the complaint;
  - d) in the case of a Shipment covered by the additional insurance protection service - information about the order of this service in relation to the Shipment;
  - e) the number of a document confirming shipping or the Parcel number;
  - f) justification of the complaint;
  - g) amount of compensation if the complainant demands the compensation;
  - h) signature of the complainant in the case of the complaint reported in writing, or data identifying the complainant in the case of the complaint filed electronically or by phone;

## **Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.**

valid from 13 January 2023



- i) date of preparation of the complaint;
  - j) the list of enclosed documents;
  - k) the complainant's contact phone or electronic address.
2. The written complaint should be accompanied by the following documents, along with the note on the envelope informing on the number of the complaint submitted (IPR), if such number is already assigned:
    - a) an original of a document confirming shipping or a printout of the Parcel confirmation in an electronic form;
    - b) a declaration of the waiver of claims - if the Sender transfer his/her rights to the Recipient;
    - c) a report drawn up by the Operator directly at the moment of receiving the damaged or incomplete Parcel - if the Recipient receives this Parcel (and prepares the damage report or a copy thereof), or
    - d) the Recipient's declaration of confirmed losses or damages of this Parcel submitted to the Operator at the moment the Parcel is received, according to the provisions of § 12 passage 7 of the Terms and Conditions;
    - e) packaging of the damaged Parcel, if the Operator to do so;
    - f) a declaration of invisible losses or damages of the Parcel, keeping the deadline referred to in §12 passage 7 of the Terms and Conditions;
    - g) description of a circumstance confirming Parcel or delivery of the item and indication of evidence confirming this fact;
    - h) other documents required by the Operator during the conducted complaint procedure necessary to explain and determine circumstances of the case;
  3. The complaint submitted in a form other than in writing should contain the information referred to in passage 2 and the date and the place of sending the Parcel.
  4. The complaint filed by means of electronic communication should be accompanied by copies of the documents referred to in passage 2 and 3. If it is necessary for proper examination of the complaint the Operator may request originals of these documents to be transferred. In the case of reporting the complaint by phone the documents indicated in passage 2 are to be sent to the registered office of the Operator.
  5. In the case of documents referred to in section 2 letters a) and b) it is possible to submit their copies confirmed by the Operator's employee.
  6. The original document confirming the sending or receipt of the Shipment is returned to the complainant with a confirmation, at any time at their request.
  7. A complaint is also considered to be a notification of non-performance or improper performance of the Paczkomat 24/7 service, which does not contain a request for payment of compensation.

### **§ 16.**

Submission of the complaint in the electronic form in which the complainant indicates his/her its e-mail address is tantamount to consent to delivery of the call referred to in § 19 passage 1 of the Terms and Conditions, notifications referred to in § 12, passage 4 and § 20 of the Terms and Conditions and answers to the complaint referred to in § 22 or information about the result of examination of the appeal referred to in § 23, passage 1 of the Terms and Conditions in the electronic form, sent to the indicated address.

### **§ 17.**

1. The Operator's Branch receiving the complaint in writing, or orally for the record, issues the complaint receipt confirmation to the complainant and, if the original Parcel confirmation document is attached, this document as well.

# **Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.**

valid from 13 January 2023



2. In the case of submitting the complaint directly in the Branch (or orally for the record or in writing) or in the electronic form, the Operator immediately issues in writing or sends in the electronic form the confirmation of its receipt, specifying the name, address and phone number of the Operator's Branch or an employee examining the complaint.

## **§ 18.**

Complaints are considered by the Operator within 30 days from its notification. Complaints are examined by the Complaint Department of the Operator. In the case of the complaint this term starts on the day the complainant submits the correct complaint along with all required appendices, taking the § 19 of the Terms and Conditions below into account.

## **§ 19.**

1. Shall the complaint fail to meet formal requirements as listed in § 15 s. 1 letters a)-j) (excluding § 15 s. 1 letter g), § 15 s. 2 letters a)-g), § 15 s. 4 and § 16 in connection with § 15 s. 1 letter k) of the Terms and Conditions, the Operator, shall it deem it is necessary for the proper consideration of the complaint, calls the complaining person to rectify the formal shortcomings within 7 days of service of notice, under the pain of leaving the complaint without consideration. This call should include a note listing the type of shortcomings that are to be rectified, the deadline for their rectification, and the consequences of failing to rectify the shortcomings by that deadline.
2. The term referred to in passage 1 is not taken into account when calculating the term for examining the complaint.

## **§ 20.**

The complaint reported by an unauthorised person will be treated as not submitted, about which the Operator promptly notifies the complainant, informing him or her about the possibility to report the complaint by an authorised person.

## **§ 21.**

1. Answer to the complaint contains:
  - 1) the Operator's name and if the Operator determines a unit competent for examination of the complaint, the name of this unit;
  - 2) reference to the legal basis;
  - 3) decision on granting or rejecting the complaint;
  - 4) in the case of granting compensation - the amount of the compensation, and information about the time of its payment not longer than 30 days from the date of granting the complaint;
  - 5) information about the right to appeal and indication of the address to which the appeal should be submitted and information on the possibility to pursue claims specified in the Act earlier, i.e. before exhausting the second instance complaint method:
    - 1) in the court proceedings, or
    - 2) as part of the procedure for settling consumer disputes out of court, before the President of the Office of Electronic Communication;
  - 6) data of the Operator's employee identifying him/her as the one authorised responding to the complaint with specification of the position he/she holds.
2. Answer to the complaint should additionally contain:
  - 1) reasons in fact and in law - if the Operator rejects the complaint, either in full or in part;

# **Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.**

valid from 13 January 2023



- 2) information on the reason to retain the Parcel when the complaint relates to the Parcel retained by the Operator in the cases specified in Article 36 passage 2 of uPP.

## **§ 22.**

If the Operator rejects the complaint, either in full or in part, the complainant may appeal to the Operator's Department of Appeals of the Complaint Department, within 14 days from the date of delivery of the answer to the complaint, whereas the Appeal submitted with violation of that the term is left without examination.

## **§ 23.**

1. 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. The Provisions of § 21 passage 1 items 1-4, item 6 or passage 2 item 1 and § 16 of the Terms and Conditions apply accordingly.
2. The information referred to in passage 1 should contain information about exhaustion of the complaint procedure or the right to pursue claims specified in UPP:
  - 1) in the court proceedings, or
  - 2) on the out-of-court resolution of consumer disputes before the President of the Electronic Communications Office.

## **§ 24.**

The Operator's failure to grant an answer to the complaint or the appeal within the agreed time results in granting the complaint within the limits of the Operator's responsibility specified in the uPP.

## **§ 25.**

The call referred to in § 19 passage 1 of the Terms and Conditions, the answer to the complaint referred to in § 21 of the Terms and Conditions, or the information about the result of examination of the appeal referred to in § 23 passage 1 of the Terms and Conditions, as well as the notification referred to in § 14 passage 4 and § 20 of the Terms and Conditions are sent by registered mail against the receipt, excluding cases when the complaint is submitted in the electronic form.

## **§ 26.**

1. If the compensation claim is granted, the Operator pays due compensation no later than within 30 days from granting the claim.
2. The Sender or the Recipient has the right to submit the claims specified in the Regulations, in the court proceedings or the proceedings specified in § 22 passage 2 item 2 or 3 of the Terms and Conditions, regardless of exhaustion of the complaint procedure.
3. The complaint procedure is deemed exhausted if the Operator rejects to grant the complaint or does not pay the claimed amount within 30 days after granting the complaint. One does not need to appeal against the result of the examination of the complaint to exhaust the complaint procedure.
4. In the case of exhaustion of the complaint procedure the Consumer may use the possibility to out-of-court settlement of disputes by electronic means via the ODR Internet platform, which gives the possibility to pursue his/her claims in connection with the Paczkomat 24/7 InPost service. The ODR platform is available at: <http://ec.europa.eu/consumers/odr/>.

# **Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.**

valid from 13 January 2023



## **§ 27. Insured shipments**

1. Shipments may be covered by the additional insurance coverage service subject to payment of additional fee. The price list of the service and the amounts of additional insurance cover are provided at Website or in the Business Contract.
2. In the event of damage or loss of the insured Parcel Locker Parcel, the Sender (or the Recipient, if the Sender waived his/her compensation claim) is entitled to compensation equal to the actual value of the Parcel Locker Parcel documented in accordance with the Regulations, but not exceeding the sum insured of such Parcel.
3. Compensation due for lost Shipments that were not Insured Shipments is listed § 13 of the present Regulations.
4. The provisions of the present Terms and Conditions shall apply in full extent to an insured Parcel, with the following amendments:
  - a) The sender selects the option of additional cover in MP or at POP and pays the appropriate fee in accordance with the currently applicable Price List;
  - b) The business contract with the Business Customer may provide for a different method of payment of the insurance premium for the Shipment;
  - c) The Sender is obliged to prepare the Shipment, which is to be a Shipment insured in such a way that its content cannot be accessed, and the goods contained inside the packaging are properly protected against damage or destruction in transport. In addition, the Insured Shipment must meet the requirements provided for the Shipment and must not contain dangerous and unacceptable goods, according to these Regulations, and must pose a threat to the environment and other shipments;
  - d) The Sender shall ensure, shall they opt for the additional insurance cover, that the contents comply with the requirements of item c) above and shall also state the amount of additional insurance cover, which may amount to:
    - I. up to PLN 5,000.00,
    - II. PLN 5,001.00 - PLN 10,000.00 zł,
    - III. PLN 10,001.00 to PLN 20,000.00,- according to the valid Price List of the Operator
  - e) Information about the Insured Parcel sent in this way is displayed in MP or other application used to send the Parcel Locker Parcels.
  - f) After paying the fee for insurance of the Parcel the Operator assigns the shipping number to it.
5. In the case of the complaint proceedings concerning the Insured Paczkomat 24/7 services the provisions of the Regulations apply with the following changes:
  - a) apart from documents required by these Regulations, the complainant is obliged to additionally present a document/documents confirming the actual value of the Insured Parcel (a VAT invoice or a different proof of purchase), according to the Sender's declaration indicated in passage 4 letter d) above, and, in the case of the lack of the document confirming the actual value of the content of the Insured Parcel, a written statement concerning the content of the Insured Parcel and other evidence sufficient to undoubtedly assume that such was the content and the value of the Parcel;
  - b) the complaint, as well as the compensation claim is reported by the Sender or the Recipient, if the Sender waives his/her claims according to the Regulations or by their authorised representative duly empowered by a separate written document addressed to the Operator along with the original document confirming the Parcel or documents confirming the actual value of the content of the Insured Parcel, and if there are no documents confirming the actual value of the content of the Insured Parcel, a written declaration of the content of the Insured Parcel and other credible

# **Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.**

valid from 13 January 2023



- evidence sufficient to undoubtedly assume that such was the content and the value of the Parcel;
- c) the compensation claim is entitled for destruction, damage or loss of the Insured Parcel accepted by the Operator in the amount of the damage actually incurred, but not higher than the sum insured indicated in passage 4 letter d) above, subject to payment of the respective insurance fee at the latest on the day of its sending.
  - d) if an authorised person is a VAT taxpayer then the due compensation will be paid in the net amount without VAT;
  - e) The Operator, in order to explain and examine the complaint and/or compensatory claim, may request the entitled person, the Sender and the Recipient to provide information and explanations and deliver relevant documents.
6. The Additional insurance services does not cover the Parcels containing items unacceptable by these Regulations, including:
- a) hazardous substances as defined by the separate regulations, especially flammable, explosive, radioactive, caustic or odorous substances, weapons and/or ammunition,
  - b) drugs and other psychotropic or intoxicating substances,
  - c) works of art, antiques,
  - d) items fragmented or damaged before shipping,
  - e) vouchers.
7. The Operator reserves that for individual types of the Paczkomat 24/7 InPost service it may provide specific rules regarding to Additional insurance services of such Shipment, and in particular resulting from the Business contract and then the provisions of such contract take precedence.

## **§ 28. Specific consumer rights**

1. The contract for the provision of the Paczkomat 24/7 Service signed with the Consumer using MP or the InPost Fast Send is a remote agreement, as defined by Article 2 passage 1 item 1 of the act of 30 May 2014 on consumer rights (hereinafter the "uPK").
2. The Sender being the Consumer may, on the basis of Article 27 of uPK, withdraw from the contract for the provision of the Paczkomat 24/7 Service signed in the mode described in paragraph 1 above within 14 days from its signing, if the Operator fully performed the Paczkomat 24/7 Service with the express consent of the Consumer who is fully informed before the commencement of the service of the fact that after completing the service the Operator loses the right to withdraw from the contract, referred to in Article 27 of uPK.
3. If the Consumer referred to in passage 2 above withdraws from the contract, the statement on withdrawal from the contract is required, which can be done: on a form appended to these Regulations, sent by e-mail to: oswiadczenie@inpost.pl or using an electronic form available at InPost website, or in writing.
4. In the case of the withdrawal from the contract referred to in passage 2 above, the Sender being the Consumer incurs the costs of the fee provided for in the Price List for services provided by the Operator before the Consumer withdraws from the contract.
5. The Sender being the Consumer signing the contract for the provision the Paczkomat 24/7 service in a manner indicated in passage 1 above may request to provide this service by the end of the term for terminating the contract, by submitting in MP, or through the Website, a clear declaration with such request.
6. The Operator issues to the Consumer a confirmation of the contract referred to in passage 1 upon receiving the approval of the Consumer in the form of a pdf file sent to the Consumer's e-mail address specified in MP or when ordering the InPost Fast Send service.
7. The provisions of sections 1-6 of the present paragraph do not apply to contracts for provision of Parcel services concluded by Consumer directly at Paczkomat Device or in POP.

# **Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.**

valid from 13 January 2023



## **§ 29. Unavailability of the Service. Emergency events**

1. The Operator reserves that the service can be unavailable due to the failure of the Paczkomat Devices resulting from damage caused by third parties, and temporary deactivation of the Paczkomat Devices, POP or payment terminals in the case of power supply interruption. Breakdowns of the Paczkomat Devices will be removed immediately by the Operator or an entity authorised by him.
2. In case of regulations being placed, by authorised state authority, in connection with exceptional events, including regulations introducing states of emergency (state of emergency, state of natural disaster, state of epidemic or epidemic threat, martial law, war) – and as long as the occurrence of the aforesaid emergency events may threaten such values as human health and life of the Senders, Recipients, their staff or the Operator's staff, or may cause or causes discontinuance of provision of services by the Operator – the Operator may temporarily suspend or limit the provision of Services subject to the present Regulations, or modify the principles for their provision.
3. Emergency events, as mentioned in passage 2 above, shall be understood as natural disasters (including draughts, earthquakes, landslides, floods and storms), war, declared or undeclared military activities, terrorist attacks, rebellions, revolutions, uprisings, military or civilian coup d'état, unrests, riots, strikes, embargoes, biological or radioactive contaminations, lockouts, blackouts, aircraft disasters, explosions, including explosions of munitions, explosives, flammables, epidemics, pandemics, grid and network failures, including telecommunication network failures.
4. The Operator will publish the information about suspension, limitation or modification mentioned in passage 2 above at its Webpage and it also may – if the emergency event or regulations of state authorities issued in connection with that event do not hinder it – notify about this the Senders and Recipients by means e-mails or text messages.
5. If the date of entry into force of the suspension, limitation or modification referred to in section 2 above, is not specified in the information referred to in section 4 above, the suspensions, restrictions or modifications shall enter into force on the day of publication of this information on the Operator's website, as specified in section 4 above.
6. The suspension, limitation or modification, as mentioned in passage 2 above, may not last longer than the duration of states of emergency – and if such state was not introduced – not longer than the duration of emergency event; the Operator may extend this period by 7 days following the end of state of emergency or emergency event.
7. Shall the entitlement to suspension, limitation or modification, as mentioned in passage 2 above, have no grounding in acts of law issued by state authorities in connection with occurrence of emergency events, this suspension or limitation of provision of Services under the present Regulations, or their modification should be proportionate to the event or state of emergency in question, its territorial range, and the degree of threat to the interests listed in passage 2 above.
8. The provisions of passages 2 to 7 of the present paragraph shall also apply to the Price List, with the limitation that such a modification cannot be in form of increase of price for the respective Service.

## **§ 30. Final provisions**

1. The present Terms and Conditions shall also apply to agreements concluded prior to its entry in force. This does not apply to agreements concluded with Consumers.
2. Any of the provisions of the Terms and Conditions will not apply to agreements concluded with Consumers, should such provisions be deemed a forbidden clause, or a practice infringing Consumer interests. In relation to the remaining scope the Terms and Conditions are binding for the Consumer, as long as they were not explicitly excluded for Consumers in the content of the present Terms and Conditions.

# Terms and Conditions of "Paczkomat 24/7" Service provision by InPost Sp. z o.o.

valid from 13 January 2023



3. The Operator reserves the right to change the Terms and Conditions for the following reasons or circumstances:
  - 1) changes in legal provisions having a direct impact on the content of the Terms and Conditions,
  - 2) specific obligations being imposed on the Operator by state authorities or common courts,
  - 3) changes to the Price List (by modifying the prices or scope of services) or the *Rules for the Preparation and Packaging of Parcels* (in the scope of modifying the rules for the preparation or packaging of Parcels and the scope of goods excluded from the provision of services),
  - 4) improvement of the Services provided on the basis of the Terms and Conditions,
  - 5) changes in the scope of Services provided under the Terms and Conditions, including the introduction of new ones,
  - 6) improving customer service (business customers, retail customers, Senders, Recipients) and the complaint handling process,
  - 7) improving the protection of the privacy of customers (business customers, retail customers, Senders, Recipients),
  - 8) prevent abuse that may arise when commissioning and providing the Services covered by the Terms and Conditions,
  - 9) in order to ensure the safety of customers (Business Customers, Retail Customers, Senders, Recipients) and the Operator;
  - 10) due to technological or functional changes of the Application or the Website;
  - 11) due to changes in the operational, economic or market conditions of services covered by the Terms and Conditions;
  - 12) due to technological or functional changes related to the provision of services covered by the Terms and Conditions;
  - 13) due to editorial changes, corrections of clerical and accounting errors,
  - 14) due to updating the registration, address and contact details, as well as the references contained in the Terms and Conditions,
    - however, the Operator shall notify the Customers about significant changes in the Terms and Conditions, Price List and the *Rules for Preparing and Packing Parcels* in the form of information published on its Website, at least 14 days in advance.
4. The Operator may introduce changes to the Terms and Conditions without observing the 14-day period referred to in sec. 1 above, in the case where:
  - 1) it has been obliged to change the Terms and Conditions, Price List or Rules for the Preparation and Packaging of Shipments by a state authority, a common court, or under generally applicable law, within a period preventing compliance with the 14-day period referred to in sec. 1 above,
  - 2) changes grant new rights to customers (Business Customers, Retail Customers, Shippers, Recipients) or extend the scope of their current rights,
  - 3) new services, products or functionalities are introduced that do not deteriorate nor replace the services, products or functionalities offered by the Operator on the basis of the Terms and Conditions.
5. Only the Regulations in Polish in its full content are binding, and any translations thereof into other languages, extracts or abstracts are for illustrative purposes only.
6. These Terms and Conditions enter into force on 13 January 2023.. As of this date, the terms and conditions of 17 October 2022, shall be repealed..

**Terms and Conditions of "Paczkomat 24/7"  
Service provision by InPost Sp. z o.o.**

valid from 13 January 2023



**ANNEX No 1**

**TEMPLATE OF CONTRACT WITHDRAWAL FORM FOR CONSUMERS, PURSUANT TO ART. 27 OF  
THE ACT ON CONSUMER 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, costs depend on provider)

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

Date of the Contract \_\_\_\_\_

Full name of the Consumer(s) \_\_\_\_\_

Address of the Consumer(s) \_\_\_\_\_

Shipping number of the Parcel \_\_\_\_\_

Signature of the Consumer(s) (*only if the form is sent in paper version*) \_\_\_\_\_

Date: \_\_