



## § 1. General Provisions

1. These Terms and Conditions (T&C) set out the rules for the implementation and terms of using the Services provided by the Operator, with respect to the shipment of items within the National Territory.
2. The Services provided by the Operator are not part of the universal postal service and are provided for commercial purposes only.
3. The Services do not include the delivery of correspondence.
4. The Services are provided in accordance with the Applicable Law.
5. For the performance of the Services the Operator can use subcontractors, for whose actions and omissions the Operator is responsible.
6. In the authentication process, the Operator can ask the interlocutor to specify such data as: their first name, surname, company name and its data (if applicable), as well as the telephone number and the e-mail address of the Sender and the Recipient.

## § 2. Definitions

1. The terms used in these T&C have the following meaning:
  - 1) **Additional Services:** the services offered by the Operator exclusively in connection with the provision of the Main Service, which are specified in these T&C, in the Price List or on the Website.
  - 2) **Applicable Law:** the Italian law.
  - 3) **Authorization Data:** any data or information required by the Operator from the Recipient when delivering the Parcel to the Recipient.
  - 4) **Business Day:** any day from Monday to Friday, except for statutory holidays, according to the Applicable Law.
  - 5) **Consumer:** any natural person who acts for purposes which are unrelated to his or her commercial, business, craft or professional activities, pursuant to Article 3, letter a), of the Consumer Code.
  - 6) **Consumer Code:** Italian Legislative Decree no. 206 of 6 September 2005.
  - 7) **Contract:** the agreement concluded between the Sender and the Operator following the acceptance by the latter of the order entered by the Sender in the Form.
  - 8) **Courier:** a member of staff of the Operator or its subcontractors who delivers the Parcels or picks them up from a Pick-up Point.
  - 9) **Delivery Point:** a PUDO or a Parcel Locker of destination of the Parcel indicated by the Sender in the order Form.
  - 10) **Depot:** an organizational unit of the Operator's logistics network.
  - 11) **Force Majeure:** external events, impossible to predict and/or the effects of which cannot be prevented with the ordinary professional diligence required by the Applicable Law, including but not limited to the forces of nature (earthquakes, hurricanes, floods), riots, general strikes, epidemics, pandemics, military actions and actions of governmental authorities (import bans, export bans, border and port blockade, expropriation, etc.).
  - 12) **Form:** the form available at: <https://inpost.it/direct/en> intended for sending Parcels with the InPost Direct functionality.
  - 13) **InPost Group:** InPost S.A. (Luxembourgish joint stock company, société anonyme) with its registered office in Luxembourg at the address: 70, route d'Esch, L-1470 Luxembourg, Grand Duchy of Luxembourg, registered in the Luxembourgish commercial register (RCS) under number B248669, Tax Identification Number LU327 511 80, and other companies over which InPost S.A. has control.
  - 14) **InPost Direct:** functionality that allows to choose the Service and send a Parcel shipment order, without the need to establish an account, pursuant to the rules specified in these T&C.
  - 15) **Label:** part of the Parcel's package that contains the data required for the provision of the Services and the number that enables the tracking of the Parcel.
  - 16) **National Territory:** the territory of the Italian Republic.
  - 17) **Main Services:** the Services consisting in collection, transport and delivery of the Parcels.
  - 18) **Operator:** Locker InPost Italia s.r.l., with registered office in viale Cassala, 30 - 20143 Milan, entered into the register of enterprises kept by the Trade Register of Milan-Monza-Brianza-Lodi, VAT no. 08568700960, – share capital Euro 110,000 i.v., certified email address: lockerinpostitaliasrl@legalmail.it.
  - 19) **Parcel:** an item received by the Operator from the Sender for delivery from the Pick-up Point to the Delivery Point.
  - 20) **Parcel Locker:** a deposit locker consisting of compartments, enabling the authorized person to self-service send or collect a Parcel. The network of Parcel Lockers may contain machines with the following characteristics:
    - i. Parcel Lockers available 24 hours a day, 7 days a week,
    - ii. Parcel Lockers with limited time availability due to their location, in particular in premises with limited opening hours, whereby the respective Parcel Locker may combine the features of one or more of the abovementioned characteristics.

An up-to-date list of Parcel Lockers with information about their characteristics is available on the Website.

- 21) **Pick-up Point:** a PUDO or Parcel Locker located in Italy from which the Parcel is sent by the Sender.
- 22) **Postal Law:** laws and regulations applicable to postal services in Italy.
- 23) **Price List:** a document, which determines the price of the Services, and a list of additional fees, available on the Website.
- 24) **PUDO:** a place operated by staff, enabling the authorized person to collect or ship a Parcel.
- 25) **Recipient:** a person, including Consumers, entitled to collect the Parcel.
- 26) **Services:** the Main Service and Additional Services connected with the Main Service provided according to the provisions of these Terms & Conditions.
- 27) **Sender:** any person, including Consumers to whom the Operator provides the Service on the basis of these T&C, without concluding a separate agreement.
- 28) **Services' Charter:** the document published by the Operator pursuant to Regulation n. 413/14/CONS of the Italian Authority for Guarantees in Communications ("**AGCOM**"), which can be accessed at the following weblink <https://inpost.it/en/service-card>.
- 29) **Terms & Conditions or T&C:** these terms and conditions and any appendices attached thereto, as applicable as at the date of ordering the Service.
- 30) **Website:** the Operator's website available at <https://inpost.it>.

### § 3. Scope of the Services

1. The Operator provides the Service only in the National Territory and specifically at locations where the Operator has the Pick-up Point or the Delivery Point.
2. The Services are provided on Business Days. The Parcels' delivery time is counted on Business Days, starting from the first Business Day following the day on which the Parcel has been consigned by the Sender at the Pick-up Point. For example, if a Parcel is posted at the Pick-up Point on Monday, the Operator picks it up on Tuesday, and Tuesday is the day from which we start counting the delivery time, so if this delivery time is, for example, D+5, Tuesday is considered day "D" (day "0") when the pick-up occurs.
3. The Services provided are specified in these T&C, in the Price List or on the Website.
4. PUDOs and Parcel Lockers are available on certain days and within certain operation hours in accordance with the list published on the Website on page: <https://inpost.it/en/find-location>. The Website also contains information on the required dimensions of the Parcels that can be accepted for shipment at the PUDOs and Parcel Lockers, whenever such dimensions differ from those set out in §4, and any information on the inability to provide Services through PUDOs and Parcel Lockers.
5. The Operator indicates if certain Parcel Lockers or PUDOs (i) are not available to provide Services for Parcels of all the dimensions and weights indicated in these T&C, (ii) cannot perform some Additional Services, (iii) operate on different terms with regard to their operating hours or (iv) operate on different terms as to the Services offered through them. That is why the Operator recommends that the Sender, before selecting the Parcel Locker or PUDO as Pick-up Point or Delivery Point, should verify the characteristics of the selected Parcel Locker or PUDO, including the terms and hours of operation, so that their selection corresponds to the preferences of the Sender and/or the Recipient. An up-to-date list of Parcel Lockers or PUDOs with information about their characteristics is available on the Website. Selection of the appropriate Parcel Locker or PUDO is at the Sender's risk and responsibility.
6. The Operator does not offer the printout of documents related to the Services performed but provides the Sender with the electronic version of such documents, including payment confirmation. The Sender may, on his/her own, archive and print out documents indicated in the previous sentence.

### § 4. Requirements concerning the Parcels

1. A Parcel must comply with the requirements of the Applicable Law, T&C and the following categories assigned to certain compartments in the Parcel Locker.

Parcel size categories	Minimum height of the Parcel (in mm) including packaging	Maximum dimensions of the Parcel (in mm) including packaging (height x width x length)	Maximum weight of the Parcel [in kg]
"A" size	21	80 x 380 x 640	25
"B" size	81	190 x 380 x 640	25
"C" size	191	390 x 380 x 640	25

The maximum dimensions of Parcels specified above are illustrated by the images below:



2. In the case of Parcels for shipment size categories "A" and "B", the height of a Parcel is its shortest side, and in the case of a Parcel for "C" category, such Parcel's height is the middle length side, i.e. side that is neither the shortest nor the longest side. The presented images are illustrative. The dimensions given are rounded up to the nearest whole integer if the value after the decimal point is equal to or more than 5 tenths (e.g. 19.59 = 20.00), or down if the decimal value is less than 5 tenths (e.g. 19.40 = 19.00).
3. It is prohibited to include in Parcels items forbidden by law or by Appendix no. 1 of these T&C.
4. In addition, the Operator will not accept Parcels containing any other objects which, despite not being mentioned in Appendix no. 1, cannot, in the Operator's judgment, be transported safely or legally. In the event of a reasonable suspicion that the Parcel is the instrument of a crime, or its content poses a threat to people or the environment, the Operator shall immediately notify the relevant authorities and shall retain and secure the Parcel until such authorities have inspected it. In other cases, the Operator has the right to refuse attempts to deliver to the Recipient a Parcel with unacceptable content and shall return it to the Sender on the terms specified in these T&C. In this case, the cost of the return is conventionally determined as equal to the price of the Service not performed and will be offset against the latter.
5. The Sender bears full responsibility for placing goods which are 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 declares that the temperature inside the Parcel Locker 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 its temperature may decrease due to frost or lower ambient temperature.
6. The Parcels 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 employed by the Operator when performing Services.
7. The Sender guarantees that the packaging of the Parcel is appropriate for its content, that it is adapted to its content, in particular, it takes into account properties of its content, atmospheric conditions and other circumstances that may affect the condition of the packaging of the Parcel, also after its acceptance by the Operator, including the circumstances related to the transport of the Parcel by the Operator. Additionally, the Label should be placed on a Parcel in a way that ensures that it will not peel off or accidentally break off. Detailed duties of the Sender and rules for securing 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 is available on the website at [www.inpost.it/come-preparare-un-pacco](http://www.inpost.it/come-preparare-un-pacco).
8. The Operator accepts only the Parcels of a standard shape (cube, rectangular, polygonal mailers). It is not allowed to send Parcels of non-standard and irregular shape, Parcels with protruding elements or wrapped in a material preventing untroubled movement on the conveyor belt.
9. 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 for the shipment of the Parcel of non-standard and irregular shape.
10. In case the Sender transfers an oversized Parcel to the Operator – i.e. a parcel exceeding any of the said dimensions or weight specified for the "C" Size category, pursuant to the provisions of paragraph 1 above, the Operator has the right to refuse attempts to deliver to the Recipient the Parcel and return it to the Sender on the terms specified in these T&C. In this case, the cost of the return is conventionally determined as equal to the price of the Service not performed and will be offset against the latter.

11. If the Sender provides the Operator with items that have already had excise duty paid, the Sender must follow all relevant regulations, especially those related to traceability. The Sender warrants that he or she can prove, if necessary, that he or she is properly fulfilling these obligations and that such obligations are beyond the Operator's responsibility.

## **§ 5. Payment**

1. The prices of the Services provided by the Operator, as well as any additional charges and surcharges, are specified in the Price List.
2. Only the version of the Price List which is in force on the day when the Service is ordered is binding.
3. The fee for the Service ordered with InPost Direct is deemed to have been paid when the Sender, using the Form, makes the payment for the Service in conformity with the Price List in force at that time. The payment cannot be made during the Parcel's shipment either at the Parcel Locker or at the PUDO.
4. The Service can be paid for only in advance, upon finalizing the Service order in the Form, through the payment operator with whom the Operator has concluded the respective agreement for the processing of payments, by filling out the payment forms made available by said payment operator.
5. If the Label has not been used yet at the time when its validity term expires (including any validity term extended at the request of the Sender), the Operator, through the payment operator, will reimburse the Sender, at the latter's request, for the Label's cost. The refund will be done automatically within 14 days counted from the next day after the label expiration day.
6. After the Sender uses a Label to order a Service, upon the Service's completion the Sender shall automatically lose his or her right to withdraw from the Contract concluded for the purchase of the Label and to receive the reimbursement of its price, pursuant to article 16 below.
7. The invoice will be sent to the Sender's e-mail address thereby indicated in the Form. A copy of the invoice issued to a Sender with an Italian VAT number and Fiscal Code will also be available on the Revenue Agency portal.
8. All reimbursements of the price paid for the Service by the Sender provided for in these T&C shall exclusively be performed by money transfer back onto the same payment instrument (i.e. the same bank account, debit card, credit card, etc.) which the Sender already used for the payment of the Service, except in the event of the Sender's waiver of the right to lodge a complaint in favor of the Recipient. Differently, reimbursements for the compensation referred to in art. 13 will be made via credit to the Sender's or Recipient's bank details, which the Operator will request from the aforementioned if the complaint is accepted.
9. The Operator does not apply individual Service price adjustments for Consumers. In particular, the Operator shall not apply individual Service price adjustment for Consumer on the basis of algorithms based on activities of the Consumer (including past ones) or their preferences. In fact, the Operator does not conduct automated decision-making processes.

## **§ 5-bis. Payment methods**

1. The Sender can fulfill his or her payment obligations solely by means of the payment methods hereafter specified, provided that the Operator can at all times exclude one or more of such methods by so indicating on the Website or with other appropriate means of communication before the performance of the payment:
  - a) credit card;
  - b) debit card.
2. With particular regard to credit cards, the Operator accepts Visa and Mastercard.
3. In case of payment via credit card, the Sender shall perform the payment subject to the indication of such card's number, expiry date and three-digit security code shown on the card's back side.
4. The payment shall be considered complete following the successful outcome of the transaction and the conclusion of the order procedure.

## **§ 6. Operator's rights**

1. The Operator can unilaterally terminate the Contract, refuse to perform the Services or discontinue them, respectively pursuant to sections 1456 and 1460 of the Italian Civil Code, if:
  - 1) the Sender fails to fulfill the requirements specified in these T&C, in particular as regards the prohibited content of the Parcel listed in Appendix 1 and the packaging rules;
  - 2) the content or the packaging of the Parcel exposes third parties, the Operator, other Parcels or the environment to potential or actual claims or damages;
  - 3) 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 Applicable Law;
  - 4) the collection or transport of the Parcel is forbidden pursuant to the Applicable Law;

- 5) the Sender defaults with payments for the Services provided by the Operator.
2. 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 by the Operator from the outside of its packaging.
3. If the Operator unilaterally terminates the Contract, refuses to perform the Services or discontinues them for reasons specified in paragraph 1 above, the accepted Parcel is returned to the Sender at the Sender's expense, in accordance with the Price List. In the event of termination of the Contract and interruption of the Service the fee paid for the Service will be offset against the payment due to the Operator for returning the Parcel to the Sender.
4. No presumption of compliance of the content of the Parcel with these T&C shall arise from the Operator's acceptance of the Parcel from the Sender.
5. The Operator reserves the right to conduct controls of the Parcel at each stage of Service provision, whenever there is reasonable cause to suspect non-compliance with these T&C or potential security risks. Following the inspection, the operator reserves the right, pursuant to paragraph 1 above, to either (i) refuse the Parcel, (ii) accept the Parcel, (iii) terminate the Contract, thus stopping the provision of the Service and returning the Parcel to the Sender at his/her expense (in this case, the cost of the return is conventionally determined as equal to the price of the Service not performed and will be offset against the latter), or (iv), in exceptional and justified situations, pursuant to the Applicable Law, destroy the content of the Parcel, especially if it constitutes a threat to people or other Parcels.
6. In a situation where the content or defective packaging of the Parcel results in:
  - 1) the need to adopt special measures to protect the Operator's property, including by destroying the content of the Parcel or by requesting services of third-parties having specialist tools for the destruction, disposal or protection of the content of the Parcel which does not comply with these T&C, also when such protection is necessary to allow the continuation of the work of the Operator's staff or subcontractors during transport, sorting and delivery of the Parcel; or
  - 2) physical injury of the staff of the Operator or of its subcontractors that causes health impairment of an employee or interruption of work performed by such personnel in order to receive medical treatment; or
  - 3) the need to evacuate employees from the building or rooms of the Operator or of its subcontractors or the need to permanently or temporarily leave means of transport (including vehicles) carrying the Parcel, as well as tools used for transport, delivery or storage of such Parcel; or
  - 4) damage to the Parcel of another Sender in the process of movement, transport, sorting or delivery of the Parcel; the Operator can claim compensation for damages pursuant to the Applicable Law.
7. In the event that the packaging of the Parcel is damaged to such extent that it may cause further damage to the Parcel or loss of its content, the Operator - in order to continue performing the Services - can protect the Parcel against further damage or loss (including by repackaging the Parcel). If the damage to the packaging of the Parcel is so far-reaching that it makes it impossible to continue performing the Service, the Operator will return such Parcel to the Sender, subject to the terms set down in these T&C.

## **§ 7. Sending Parcels**

1. The Operator enables the Sender to ship Parcels with the InPost Direct functionality, which can be used through the Form, on the terms specified in the following paragraphs.
2. When ordering the Service through the InPost Direct Form, the Sender is obliged to provide the following details of the Sender and of the Recipient: name and surname, e-mail address, mobile phone number and invoicing address (only for the Sender). The Sender is responsible in case of provision of incorrect details.
3. InPost Direct allows the sending of the Parcels via Parcel Lockers, as well as selected PUDOs. An up-to-date list of places enabling the sending of Parcels, including their opening hours and characteristics, can be found on the Website at the following link: <https://inpost.it/en/find-location>.
4. When sending the Parcel via the Parcel Locker, the Sender follows the instructions and the procedure, published on the Website and directly displayed on the screen of the Parcel Locker. Before the Parcel is shipped via the Parcel Locker, the Operator provides the Sender with these T&C in electronic form, also by indicating the link to the Website where these T&C are published. Each Parcel can be placed in the Parcel Locker only once. Each Label can only be used for one Parcel. In justified situations, the Operator may reinsert the Parcel into a Parcel Locker, e.g. in the event of a malfunction of the Parcel Locker or damage to the box. The Sender can put only one Parcel in each compartment of the Parcel Locker.
5. The Sender is responsible for the proper preparation of the Parcel, 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 Parcel. A separate Label should be prepared for each Parcel sent, which is necessary for the proper handling of the Parcel delivery process by the Operator. Parcels incorrectly prepared, without a Label or with an illegible Label will not be accepted or will be returned to the Operator's Depot.

6. The Sender is responsible for the provision of correct and complete details of the Recipient as well as for the correct preparation of the Label, which shall be accomplished by the Sender by providing at least the appropriate mobile phone number and e-mail address of the Sender, the mobile phone number and the e-mail address of the Recipient, the size of the Parcel, the value of additional coverage in the case of protective Additional Services, as well as by selecting the method of Parcel shipment while taking into account: 1) the weight and dimensions of the Parcel, 2) the scope of any Additional Services ordered as part of the Service and 3) restrictions on the Pick-up Point or Delivery Point as to the aforementioned points no. 1) & 2), if such restrictions were listed by the Operator on the Website before the Service. Failure to provide correct data and/or to properly label the Parcel may result in the inability to perform or improper performance of the Service.

7. The Sender shall:

- 1) read and understand the list of forbidden items that may not be included in the Parcel under the Applicable Law and the provisions of these T&C,
- 2) not put inside the Parcels items that are prohibited under the Applicable Law and/or these T&C;
- 3) enter only true and correct data of the Sender and of the Recipient of the Parcel;
- 4) assume full legal responsibility, also under the penal Applicable Law, in case he or she makes false, incorrect or misleading statements as to the content of the Parcel and the data of the Sender and the Recipient of the Parcel, as well as in case of consignment of a Parcel containing prohibited items under the Applicable Law and these T&C.

8. The Label generated under InPost Direct is valid for 30 days calculated from the time of charging the fee thereof. After said deadline, it is not possible to ship the Parcel with the same Label via a Pick-up Point.

9. In order to send a Parcel, the Sender shall be obliged to indicate the Recipient's mobile phone number to enable notification of the Recipient about the sending of the Parcel and the Delivery Point. Additionally, the Sender may provide the address details and e-mail address of the Recipient. The provision by the Sender of telephone numbers (Sender and Recipient) and e-mail addresses (Sender and Recipient) is necessary for the Operator to provide the Service, and these data are used to communicate with the Sender or the Recipient when performing the Service, in particular to inform the Recipient about the possibility of collecting the Parcel.

#### § 7 bis. Delivery Time

1. The estimated maximum delivery time for Parcels is 5 days (where the number is the number of Business Days counted from the day following the Business Day on which the Parcel is deemed to be sent pursuant to these T&C). The maximum delivery period is increased by +1 day for Sicily and Sardinia. In the event that, for any reason, including the case in which the Parcel Locker or PUDO has reached full storage capacity, it is not possible to deliver the Parcel to the Delivery Point indicated in the Service's order, the Operator can redirect the Parcel to another Delivery Point from among those closest to the one initially indicated, notifying the Sender and the Recipient of the new Delivery Point.

2. If there are no other Delivery Points within five (5) kilometers, the Parcel shall be returned to the Sender.

3. All the above-mentioned delivery times are an estimation, which means that the Operator will make all reasonable efforts to deliver within these timeframes.

4. For the calculation of delivery times, days during which events of Force Majeure or strikes involving blockades of public roads by entities other than the Operator and its subcontractors occur shall not be counted, if the events of Force Majeure or strikes affect the transport of the Parcels, in particular if they occur along the usual route of transport of the Parcels.

5. The Parcel storage time, i.e. the time during which the Recipient can retrieve the Parcel from the Delivery Point before the same Parcel is removed therefrom, shall be calculated from the time the Parcel is deposited at the Delivery Point and shall have the following duration:

Parcel Locker	Parcel Locker in a building with limited opening hours	PUDO
3 Business Days	3 Business Days	3 Business Days

## **§ 8. Movement and tracking of the Parcels**

1. The Parcel will be transported from the Pick-up Point to the Delivery Point.
2. After the Parcel is placed in the Delivery Point, the Recipient receives information via text message (SMS) or by e-mail:
  - 1) about the possibility of collecting the Parcel within the storage time specified in clause 7 bis above, and
  - 2) with the following Authorization Data: PIN number or QR code.
3. If the Recipient fails to collect the Parcel within the above indicated time limit, the Parcel will be considered not collected and will be sent back to the Sender.
4. The Sender assumes the risk of the Recipient's failure to collect the Parcel. In this case, the fee paid for the Service will be offset against the payment due to the Operator for returning the Parcel to the Sender.
5. Verification of the Recipient at the PUDO is based on the Authorization Data specified above.
6. By entering the shipping number of the Parcel on the Website it is possible to track the current delivery status of the Parcel. Tracking is possible from the moment of registering the Parcel in the Operator's system until it is collected by the Recipient or returned to the Sender.

## **§ 9. Delivering the Parcels**

1. The Operator distinguishes separately the moment of the Parcel's delivery, on the one hand, and the moment at which the performance of the Main Service is completed, on the other hand (including the fulfilment of the conditions regarding the maximum delivery times), in accordance with the following:
  - 1) the Parcel is deemed delivered when the relevant compartment in the Parcel Locker is opened by a person who has the Authorization Data, or - if the delivery is made at the PUDO - at the time when the Parcel is collected by such a person, and
  - 2) the Main Service is deemed to be completed upon enabling the Recipient to collect the Parcel pursuant to these T&C, which shall be the case upon delivery of the Parcel at the Delivery Point. The moment at which the Parcel is placed in the Delivery Point is also the basis for the determination of whether the Operator has observed the maximum delivery time.
2. After placing the Parcel in the Delivery Point, the Operator notifies the Recipient of this fact by means of a text message (SMS) or by e-mail.
3. The Recipient bears the risk related to transferring the Authorization Data to other people. It is understood that a person who receives the Authorization Data is authorized by the Recipient to collect the Parcel on behalf of the Recipient.
4. After the expiry of the deadline for the collection of the Parcel, the Recipient may still be able to collect the Parcel, but only until the time when the Parcel is collected by the Courier to initiate the Parcel's return process. However, the Operator – for reasons related to the logistics of receipt and delivery of Parcels – does not guarantee this possibility or a specific time when the Parcel, in relation to which the collection deadline has expired, can still be retrieved by the Recipient.

## **§ 10. Returns of Parcels**

1. The cost for any returns of uncollected Packages or Packages that cannot be delivered or returned (even in the event of termination of the Contract for reasons attributable to the Sender) is conventionally determined as equal to the price of the Service not performed and will be offset against the latter.
2. Parcels are returned as follows:
  - 1) to the Parcel Locker from which the Parcel was picked-up by the Operator;
  - 2) to the PUDO from which the Parcel was sent by the Sender, even if such a PUDO does not constitute a Delivery Point (in accordance with the information about this PUDO available in the list of such points on the Website).
3. Collection of returned Parcels by the Sender takes place on principles analogous to the delivery thereof.
4. In the event that it was not possible to complete the Services due to the Recipient's failure to collect the Parcel from the Delivery Point within three (3) days from the delivery, as per article 7 bis above, the Operator will collect the unclaimed Parcel from the Delivery Point and return it to the Sender. The Sender assumes the risk of the Recipient's failure to collect the Parcel. In this case, the cost of the return is conventionally determined as equal to the price of the Service not performed and will be offset against the latter.

## **§ 11. Operator's liability**

1. Without prejudice to the lump-sum compensation paid following the submission of a complaint as per article 12 below and unless otherwise provided for in this article or elsewhere in these T&Cs, the Operator is responsible for non-



performance or incorrect performance of the Services in accordance with the provisions set down in article 1696 of the Italian Civil Code or by other provisions established by the Italian Civil Code and, in general, by the Applicable Law..

2. The Operator is not responsible for non-performance or incorrect performance of the Services, if non-performance or incorrect performance occurred:

- 1) owing to a Force Majeure event, and/or
- 2) for reasons attributable solely to the Sender or the Recipient, and/or
- 3) due to the Sender's or the Recipient's violation of the provisions of the Applicable Law or these T&C or the rules on packaging specified in the document titled "*Preparation and Packaging Rules for InPost Parcels*" mentioned in article 4.4 above.

3. The Operator shall not be liable for loss of or damage to Parcels which contain items forbidden by these T&C and/or the Applicable Law.

4. The Operator shall not be responsible for damage to the content of a Parcel which is foreseeably caused by the normal conditions of handling, transportation and storage of the Parcels (with regard to temperature, humidity, movement, Parcel orientation, transport duration, etc.), as detailed in the document titled "*Preparation and Packaging Rules for InPost Parcels*" mentioned in article 4.4 above.

5. Under pain of forfeiture of any claim for damages or for the lump-sum compensation detailed in article 12 below, the Sender and/or the Recipient shall notify the Operator of either (i) any exteriorly obvious damage (total or partial) to the Parcel, including the content thereof, or (ii) any total or partial damages occurred to the content of the Parcel which could not be inferred from exterior obvious damages of the Parcel, as soon as he or she discovers the damage and in any case no later than 8 days after the delivery of the Parcel, pursuant to section 1698 of the Italian Civil Code. In the event of a lost Parcel, notification to the Operator must take place no later than 8 days after the expiry of the delivery deadline referred to in the following § 12 c. 6 letter a).

6. The Operator is not responsible for delays in delivering the Parcel to the Delivery Point and for delays in delivering the Parcel directly to the Recipient, if it results from the Force Majeure event, as well as from reasons not attributable to the Operator.

7. Vis-à-vis Senders and Recipients who do not qualify as Consumers, the Operator's liability in general, as well as for the damages listed hereafter, shall be at all times excluded, save for, if and when applicable, (i) the compensation provided for by art. 1696 of the Italian Civil Code, for loss of or damage to the Parcel's content, or (ii) full compensation, in case of proven gross negligence or willful misconduct on the part of the Operator or its subcontractors, pursuant to section 1229 of the Italian Civil Code:

- 1) damage consisting in loss of data recorded on any type of data carriers, including optical and magnetic discs,
- 2) without prejudice to art. 11.4 above, any other damage affecting the measure and weight of the Parcel's content which is within the limits of standard natural losses, pursuant to section 1695 of the Italian Civil Code,
- 3) without prejudice to art. 11.4 above, any other damage arising as a result of natural wear of the object, its defects, or natural properties,
- 4) damage arising as a result of war, state of emergency, strike, riot, act of terrorism, or act of sabotage,
- 5) damage caused by a nuclear reaction or radioactive contamination, regardless of the source of this contamination,
- 6) damage resulting from incorrect addressing on the part of the Sender, and/or

8. The Operator is liable only for the loss, damage or destruction of the Parcel that takes place in the period from placing the Parcel at the Pick-up Point until the moment of collecting the Parcel at the Delivery Point.

9. A claim for improper performance of the Services must be submitted in accordance with the procedures set out in Article 13 below.

10. The Sender and the Recipient shall not place any object other than the Parcels inside the Parcel Locker and the Operator shall bear no responsibility for such objects.

## § 12. Complaints

1. Both the Sender and the Recipient of the Parcel may submit a complaint in writing, in the form, way and manner specified in the Services' Charter. The Recipient may submit the complaint only with the express written waiver of the Sender, which the Recipient must provide to the Operator together with the complaint. A complaint submitted by any other person will not be considered as a complaint pursuant to the Postal Law and the Operator shall promptly notify the claimer about such circumstance.

2. Complaints reported in a different way will not be processed, and the claimer will be notified of this.

3. It is not possible to submit a complaint via Parcel Locker, through the PUDO or the latter's personnel.

4. Without prejudice to the application of article 11.5 above also to the complaints considered in this article 12, the complaint may be submitted no later than within 6 months from the day the Parcel was consigned to the Operator by the Sender.

5. Complaints submitted after the expiration of the limitation period under par. 4 above will not be processed.

6. Without prejudice to the right, if any, of the Sender and the Recipient to sue the Operator in court for damages under the Applicable Law, the Sender or, subject to the Sender's prior explicit written waiver, which the Recipient must provide to the Operator together with the complaint, the Recipient is entitled, pursuant to Postal Law, to a lump-sum compensation for disservices, in the cases and with the amounts which are specified hereafter:

a. *lost Parcel* – in case a Parcel has not been delivered within 30 days of the term specified in par. 1 of article 7-bis above, the Parcel shall be considered lost and the relevant lump-sum compensation shall be equal to the highest sum between 1 Euro for each kilogram of gross weight of the Parcel and twice the price of the Service, plus the reimbursement of the price already paid by the Sender for the Service;

b. *damage to a Parcel or to the content thereof* - the relevant lump-sum compensation shall be equal to the highest sum between 1 Euro for each kilogram of gross weight of the Parcel and twice the price of the Service, plus the reimbursement of the price already paid by the Sender for the Service;

c. *late delivery of a Parcel* – in case a Parcel has not been delivered within the term specified in par. 1 of article 7-bis above, the lump sum compensation shall be equal to the price of the Service plus 0.50 Euros (fifty Euro cents) for each additional day of delay after the 5<sup>th</sup> day;

d. *delay in answering or failure to answer a complaint or an application for conciliation* – in case of failure to answer a complaint or an application for conciliation within the deadlines provided for in this article 12, the lump-sum compensation shall be equal to 2.50 (two/50) Euros for each day of delay, up to a maximum of 100 (one-hundred) Euros;

e. *similar or analogous cases* – the Operator, at its own discretion, can apply the aforementioned lump-sum compensations also in other similar or analogous cases;

f. *other cases* – in all other cases of disservice, the Operator can pay an equitable lump-sum compensation, for an amount determined at the Operator's own discretion;

7. The lump-sum compensation indicated in the previous paragraph 6 will not be paid in the cases of exclusion of liability of the Operator provided for in the previous § 11.

8. In case of non-performance of the Service and subject to the submission of a well-grounded complaint, will reimburse the Sender the entire fee charged for the Service. In the case of complaints filed in electronic form, the claimant 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 the Operator in its IT system in order to establish whether such a person is the Sender or the Recipient under paragraph 1 above. These data are in particular: name, surname, Label number, e-mail address or phone number.

9. The complaint should contain at least:

- 1) the full name or the name of the company of the Sender and the Recipient;
- 2) indication of the claimant;
- 3) in the event of a complaint submitted by the Recipient, the duly completed and signed Sender's Right to Complaint Waiver form, available at the link: <https://inpost.it/en/service-card>;
- 4) subject matter of the complaint;
- 5) the number of the document confirming shipping or the Parcel number;
- 6) justification of the complaint;
- 7) signature of the claimer in case of complaint submitted via certified mail letter, or data identifying the claimer in case of the complaint submitted in electronic written form;
- 8) date when the complaint is submitted;
- 9) list of enclosed documents, if any (for example, photographs of the damaged package); and
- 10) the claimer's contact phone or electronic mail address.

10. Complaints are answered by the Operator within 45 (forty-five) days from their rightful submission together with all the required attachments, if any.

11. If the complaint fails to meet the requirements provided for by these T&C, the Operator may, within 45 days of receiving the complaint, contact the claimer to ask him or her to rectify the complaint, under pain of the complaint not being further processed. On such occasion, the Operator will provide the claimer with a note listing the type of shortcomings that are to be rectified in his or her complaint, which shall also specify a reasonable deadline for their rectification and the consequences of the possible failure to rectify the shortcomings within such deadline. The aforementioned term will not be taken into account for the calculation of the term of par. 10 above.

12. Notifications of non-performance or improper performance of the Services, which do not contain an express request for payment of compensation, are not considered complaints.

13. The complaint procedure is deemed exhausted if the Operator communicates its total or partial rejection of the complaint or the acceptance thereof.

14. If the Operator finds in favor of the complainant, or the parties reach otherwise an agreement on the complaint, the payment of the full amount of the lump-sum compensation agreed to shall preclude the initiation of the conciliation procedure of par. 15 below.

15. In case of dissatisfaction of the complainant with the outcome of the complaint procedure or in case of the Operator's failure to answer the complaint, the complainant can submit an application to commence a conciliation procedure with the Operator, pursuant to the Postal Law, as per the rules indicated in the Services' Charter. To such end, the claimant may avail himself or herself of the assistance of any of the national associations of consumers and/or users. The conciliation procedure shall be concluded within 60 (sixty) days of its commencement by writing up minutes of the procedure's outcome.

16. If the conciliation procedure ends with the Operator finding in favor of the claimant or the parties reaching otherwise an agreement between them, the payment of the full amount of the lump-sum compensation agreed to shall preclude the possibility to submit an application to AGCOM as indicated in par. 17 below.

17. In case the claimant is dissatisfied with the outcome of the conciliation procedure of par. 15 above, he or she may submit an application for dispute resolution before the Regulatory Authority of the postal sector (Autorità per le Garanzie nelle Comunicazioni – "AGCOM"), as detailed in the Services' Charter. To such end, the claimant may avail himself or herself of the assistance of any of the national associations of consumers and/or users.

18. Regardless of the use of any of the abovementioned remedies, the claimant can also, at all times, pursuant to the Applicable Law, either sue the Operator in court and/or initiate with the Operator any of the alternative dispute resolution procedure's provided for by the Applicable Law.

### **§ 13. Compensation**

1. If at the end of the out-of-court procedures provided for by Article 12 above either the Operator accepts the claim or AGCOM finds in favor of the claimant, then the Operator pays the due lump-sum compensation no later than within 30 days of, respectively, the Operator accepting said claim or AGCOM issuing its ruling.

### **§ 14. Personal Data**

1. The Operator processes the personal data as data controller – as defined by the EU Regulation 679/2016 - and may process it pursuant to these T&C and exclusively within the scope necessary to initiate actions required for the execution of the Services.

2. The Operator reserves the right to monitor the activities in the vicinity of the Parcel Lockers. The recordings may be used by the Operator to process complaints, or to make them available by the Operator at the request of the Authority, as per the Applicable Law.

3. Detailed information on the processing of personal data by the Operator is listed in the Privacy Policy of the same, available on the Website.

### **§ 15. Additional Protection Service**

1. The Operator offers as an Additional Service the possibility of purchasing additional coverage of the Main Service, as detailed in the Price List, which shall extend the liability of the Operator beyond what is provided in these T&C, both for lost or damaged Parcels.

2. Such additional coverage shall only extend the Operator's liability up to the relevant amount, based on the specific kind of additional coverage purchased by the Sender. In addition to the sums paid by virtue of said additional coverage, the Operator shall also reimburse the fees paid for the incorrectly performed Services.

3. In case the Sender does not purchase any such additional coverage, then the Operator's liability for loss of or damage to the Parcel shall be limited to what set down in articles 11 and 12 above.

### **§ 16. Specific Consumer rights**

1. The Contract for the provision of the Service concluded with a Consumer using InPost Direct is a contract negotiated at a distance, as defined by article 45 paragraph 1 letter g) of the Consumer Code.

2. The Consumer Sender can, pursuant to article 52 of the Consumer Code, withdraw from the Contract for the provision of the Service concluded in the mode described in paragraph 1 above, within 14 days from its conclusion, with no need to provide any justification or reason.

3. The Consumer Sender shall lose the right to withdraw from the Contract once the Operator completes the performance of the Service (as specified in article 5, par. 6 above), as per section 51, par. 8, of the Consumer Code.

4. In order that the Consumer Sender referred to in paragraph 2 above withdraws from the Contract, an explicit written declaration of withdrawal from the Contract is required, which can be done: (i) on a form appended to these T&Cs as Appendix no. 2, or another explicit written declaration, sent by certified e-mail to the address

[lockerinpostitaliasrl@legalmail.it](mailto:lockerinpostitaliasrl@legalmail.it) or via certified mail letter to the registered office address of the Operator, or (ii) using an electronic form available at Website at the link: [www.inpost.it/en/reclamo/utente-privato](http://www.inpost.it/en/reclamo/utente-privato).

5. In the case of the withdrawal from the Contract referred to in paragraph 2 above, the Consumer Sender will be reimbursed of the fees paid for the Services he or she ordered, using the same means of payment used by the Consumer Sender for the initial transaction, unless he or she has expressly agreed otherwise with the Operator and it being understood that the Consumer Sender shall not incur any costs as a result of said reimbursement.

6. The Operator issues to the Consumer Sender a confirmation of the Contract referred to in paragraph 1, upon receiving the order of the Consumer Sender.

7. The provisions of paragraphs 1 to 6 of this article 16 do not apply to Senders who are not Consumers.

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

1. The Operator declares that the Service can be unavailable due to failure of the Parcel Locker resulting from damage caused by third parties or from temporary deactivation of the Parcel Locker, PUDO or payment terminals, in the case of power supply interruption. Breakdowns of the Parcel Lockers will be solved without delay by the Operator or by third parties at the behest thereof.

2. In case of orders of public authorities, concerning 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 its subcontractors' staff, or may cause or causes discontinuance of the provision of Services by the Operator – the Operator may temporarily suspend or limit the provision of Services, or modify the modality of their provision.

3. Emergency events, as mentioned in paragraph 2 above, shall be understood as comprehensive of 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'etat, 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 paragraph 2 above on its Website and it can also – 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 the Recipients by means of e-mails or text messages.

5. If the date of entry into force of the suspension, limitation or modification referred to in paragraph 2 above, is not specified in the information referred to in paragraph 4 above, the suspensions, restrictions or modifications shall enter into force on the day of publication of such information on the Operator's Website, as specified in paragraph 4 above.

6. The suspension, limitation or modification, as mentioned in paragraph 2 above, may not last longer than the duration of the state of emergency and, if such state was not introduced, not longer than the duration of the emergency event; the Operator can extend this period beyond the end of the state of emergency or emergency event, giving appropriate notice to the Sender.

7. Shall the entitlement to suspension, limitation or modification, as mentioned in paragraph 2 above, have no grounding in legislation or orders issued by state authorities in connection with the occurrence of emergency events, this suspension or limitation of the provision of the Services under these T&C, 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 paragraph 2 above.

#### **§ 18. Final provisions**

1. The Sender declares to have acknowledged that InPost has adopted its own Code of Conduct (available on the Website at <https://inpost.it/compliance>) and to undertake to adhere to the ethical and behavioral principles that InPost has set out in the aforementioned Code of Conduct, which he or she declares to have read. The Sender also undertakes to refrain from engaging in behavior that could constitute a type of crime falling within the scope of the Legislative Decree no. 231/2001. The Sender is aware that failure to comply with the commitments defined above will result in a serious breach of the obligations set out in the Contract and will legitimize InPost to terminate the same with immediate effect, pursuant to section 1456 of the Italian Civil Code.

2. The appendices to these T&C constitute an integral part thereof. The appendices are as follows:

1) Appendix no. 1: Forbidden Items.

2) Appendix no. 2: Template of Contract Withdrawal Form for Consumers, Pursuant to Sections 52 – 54 of the Consumer Code.

3. These Terms & Conditions enter into force on October 6, 2025.

### § 19. Helpline

The Sender can receive quick responses and assistance by contacting the Operator at the following contact details:  
Helpline numbers: +39 0238582894 (both from landline and mobile phones, costs depend on provider toll free number)

E-mail address: [servizioclienti@inpost24.it](mailto:servizioclienti@inpost24.it)

Customer service availability: Monday – Saturday, 8:00 - 20:00 CEST

### § 20. Applicable Law and Jurisdiction

1. These Terms and Conditions, as well as any Contract, are governed by Italian Law.
2. If the Sender/Recipient qualifies as a Consumer, for any dispute relating to the interpretation, validity and execution of the Contract and these T&C, as well as the execution of the Services, which cannot be resolved amicably between the Parties, the courts of the place of residence or domicile of the Consumer shall have national jurisdiction, if located in the National Territory.
3. For Senders/Recipients who are not Consumers, the courts of Milan shall have exclusive national and international jurisdiction.

### § 21. Unfair terms

1. Pursuant to and for the purposes of sections 1341 and 1342 of the Italian Civil Code, the Sender declares to specifically approve, after having read, examined and understood their content, the following clauses: 7 bis par. 2 (Operator's right to return the Parcel to the Sender in case there are no available Delivery Points within 5 km of the Delivery Point of choice), 12.4-5 (deadlines for the submission of claims under penalty of forfeiture), 11.7 (limitation of the Operator's liability), 12.11 (the Operator can set a deadline for the integration/correction of a complaint), 17 (suspension or interruption of the performance of the Services), 20 (derogation from the rules on national and international jurisdictional competence).

**Appendix no. 1 to the Terms and Conditions:  
Forbidden items.**

The Sender is solely responsible for the lawfulness of the items he or she sends, in accordance with the laws and regulations of the Italian Republic. In addition to the items forbidden by said laws and regulation, the Sender acknowledges and agrees to comply with the following list of forbidden items for Parcels:

- a) Money (coins, cash, legal tender banknotes, negotiable securities equivalent to cash such as endorsed stocks, bonds, funds transfer letters), collectible coins and stamps;
  - b) Explosives, fireworks and any other chemically and biologically active article or with explosive, flammable, incendiary, irritant, carcinogenic, corrosive, sensitizing, mutagenic and toxic properties in general;
  - c) Human cadavers, organs or body parts, human and animal embryos, human ashes or remains;
  - d) Any shipment to be delivered to APO addresses (i.e., addresses with a PO box) or FPO (i.e., addresses held for post);
  - e) Any shipment to be delivered cash on delivery;
  - f) Articles that constitute weapons or parts of weapons in accordance with applicable Italian laws and ammunition; Foodstuffs, perishable foodstuffs, beverages, which require controlled temperatures and/or special storage and transport conditions;
  - g) Glass or ceramic articles;
  - h) Plants and plant material, including seeds and cut flowers, stones, coal and related materials;
  - i) Lottery tickets, gambling articles where prohibited by law;
  - j) Perishable goods (other than those under g) above);
  - k) Pornographic material and/or obscene material;
  - l) Hazardous waste, including, but not limited to, hypothermic needles and/or used syringes or medical waste;
  - m) Ice;
  - n) Medicines and medical devices;
  - o) Articles for the shipment of which InPost is required to obtain a special license or a special transport, import or export permit;
  - p) Articles whose transport, import or export is prohibited by law or regulation;
  - q) Articles subject to ADR/LQ regulations and in general dangerous articles;
  - r) Dead animals or animals that have been stuffed;
  - s) Vehicle oils, brake fluids and related fluids, paints, lubricants, varnishes, mordants, impregnants, anti-mold agents;
  - t) Damp or wet packages, in which there are leaks or which emit any type of odor;
  - u) Live animals, including fish and insects;
  - v) Goods which may cause damage or delay to equipment, personnel or in any case to InPost APM/INPOST POINTS.
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**APPENDIX No 2**  
**TEMPLATE OF CONTRACT WITHDRAWAL FORM FOR CONSUMERS, PURSUANT TO ART. 52 - 54 OF**  
**THE ITALIAN CONSUMER CODE**

Fill and send this form only if you wish to withdraw from the Contract  
Addressee: Locker InPost Italia s.r.l., viale Cassala, 30 – 20143 Milan  
Freephone helpline: +39 02 38582894 (both from landline and mobile phones)  
Certified mail address: [lockerinpostitaliasrl@legalmail.it](mailto:lockerinpostitaliasrl@legalmail.it)

I \_\_\_\_\_ hereby notify of our will to withdraw from the 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: \_\_\_\_\_

