

Terms of Service – InStore Online Shop

General Information

1. **Who provides this Website?** This Website is created and administered by us – Packhelp S.A. We are responsible for its operation and functionalities.
2. **Who are you entering into a contract with?** By using this Website, you enter into a contract with us – Packhelp. You are referred to as “You”, “User” or “Visitor”. We are referred to as the “Seller”, “Packhelp”, “we”, “us”, “our”.
3. **What does using this Website mean?** By using our Website:
 - you confirm that you have read these Terms of Service,
 - you accept our Privacy Policy (available at: <https://inpoststore.com/pl-pl/polityka-prywatnosci>),
 - you agree to comply with the rules described below.
4. **Do not accept the Terms?** If you do not agree to these Terms of Service, you may not use our Website or any services we offer.
5. **Questions or issues?** If anything is unclear, or you have questions regarding our products, services or the Website’s functionality, please contact us via the contact form available here: <https://inpoststore.com/pl-pl/kontakt>
6. **Use responsibly** You are prohibited from:
 - publishing unlawful content (e.g. vulgar, racist, pornographic, threatening),
 - disrupting the operation of the Website,
 - using the Website in a manner contrary to good practices or public decency.
7. **Are you a Consumer?** If you are a Consumer, you are bound by all provisions of these Terms of Service, except those explicitly addressed to Entrepreneurs or found in the section titled “If you are an Entrepreneur”.
8. **Are you not a Consumer?** If you are not a Consumer, you are bound by the provisions addressed to Entrepreneurs, as well as general provisions not specifically addressed to Consumers.

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I. Definitions

1. **Price** – the amount payable for the product at the time of placing the Order. It includes discounts and promotions but excludes delivery costs.
2. **Business Days** – Monday to Friday, excluding public holidays under Polish law.
3. **Written Form** – includes documents on paper and e-mails that clearly indicate the sender's and recipient's names, unless otherwise stated in these Terms.
4. **Consumer** – a natural person who purchases products or uses services for private purposes, i.e. not directly related to their business or professional activity.

Examples of a Consumer:

- A private individual who does not run a business and purchases packaging from Packhelp.
- A sole trader who orders boxes to wrap gifts for family, where the purchase is not directly related to their business activity.

5. Examples of a non-Consumer:

- A sole trader running an online store who orders boxes for shipping goods sold in their store.
6. **If you are not a Consumer** If you are not a Consumer, you are bound by the provisions to Consumers.
 7. **Account** – a personalized User panel (electronic service) accessible via the Website. After registration and login, the User can place Orders, view their data, and check Order history. Login is secured with a previously set username and password.
 8. **Production Tools** – all elements necessary to manufacture the product, such as dies, cutting forms, graphic files, and other tools used in the production process.

- 9. Newsletter** – a free e-mail service (electronic service) sent with your consent, containing information about news, promotions, and our services. You may subscribe or unsubscribe at any time.
- 10. Packaging Materials** – free packaging materials that the User is entitled to receive under an agreement with the Partner. Distribution is carried out by Packhelp on behalf of and for the benefit of the Partner, in accordance with Section VIII of these Terms.
- 11. Visitor** – a person browsing the Website or placing Orders as a “guest”, i.e. without having an Account.
- 12. Customer Support Representative** – a Packhelp employee who assists you with your Order if it cannot be placed automatically via the Website. You will receive their contact details. For subsequent Orders, the same representative may assist you.
- 13. Partner** – InPost sp. z o.o., with whom we cooperate in operating the Website. InPost does not sell Goods directly or enter into contracts with you – this is done by Packhelp. Full Partner details are provided in the Polish version of these Terms.
- 14. Privacy Policy** – a document governing the processing of Users’ personal data. Available at: <https://inpoststore.com/pl-pl/polityka-prywatnosci>
- 15. Entrepreneur** – a legal person, an unincorporated organizational unit with legal capacity, or a natural person conducting business activity who is not a Consumer.
- 16. Terms** – these Terms of Service, constituting a standard contract.
- 17. Force Majeure** – an unforeseeable event beyond anyone’s control, the consequences of which cannot be prevented. Examples include natural disasters (e.g. floods, earthquakes), riots, general strikes, armed conflicts, and government actions (e.g. import/export bans, border closures, expropriations). In such cases, the Seller may face difficulties in fulfilling Orders and shall not be held liable.
- 18. Print Expert Check** – a service in which our specialist checks your graphic design before printing. It includes verifying images, fonts, and layout, and making corrections if needed. This service applies to designs created using our online editor.
- 19. Seller, Packhelp** – Packhelp S.A., with its registered office in Warsaw, ul. Kolejowa 5/7, entered into the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw, 13th Commercial Division, under KRS number 0000831872, NIP 123-130-81-29. Packhelp is responsible for operating the Website, entering into contracts with

you, and fulfilling Orders. In the case of packaging and material distribution (Section VIII), Packhelp acts on behalf of and for the benefit of InPost sp. z o.o.

- 20. Template** – a ready-made graphic design that you can use when ordering packaging. It includes shapes, fonts, and other graphic elements. You can apply it to the product using the Website editor.
- 21. Premium Template** – a custom graphic design whose final appearance and price are agreed individually between you and Packhelp via e-mail.
- 22. Goods** – products available for purchase on the Packhelp Website. Details are provided in the relevant sections of the Website.
- 23. Contract of Sale** – a contract between you and Packhelp for the purchase of Goods in accordance with these Terms. It is concluded when you place an Order and Packhelp confirms it via the Website, e-mail, or in writing.
- 24. Services** – all services we offer in addition to products, such as Account management, Print Expert Check, and Newsletter delivery. Details are available in the relevant sections of the Website.
- 25. User** – a person who has an Account on the Website, places Orders, and uses Packhelp's services. This may be a Consumer or an Entrepreneur.
- 26. Website** – the website available at www.inpoststore.com, also referred to as the "site" in these Terms.
- 27. Pattern** – a repeating graphic motif (e.g. shapes, lines, symbols) that you can apply to your packaging using the Website editor.
- 28. Premium Pattern** – a custom graphic motif whose final appearance and price are agreed individually between you and Packhelp via e-mail.
- 29. Order** – a declaration of intent by the User that directly leads to the conclusion of a Contract of Sale and includes its essential terms. Orders may be placed:
- electronically – via the sales system available on the Website,
 - by e-mail,
 - in writing.

Orders may be placed 24 hours a day, 7 days a week, all year round.

Note: Orders placed outside the automated Order system are processed only on Business Days between 9:00 and 18:00. The User may place Orders only for Goods or Services marked as available on the Website.

II. Technical Requirements

To use our Website properly and securely, you must meet the following technical requirements:

1. A device with Internet access, such as a computer, tablet or smartphone, capable of displaying the Website interface.
2. An up-to-date version of one of the following web browsers:
 1. Microsoft Edge,

2. Google Chrome,
3. Mozilla Firefox,
4. Apple Safari.
3. Enabled cookie support, as required by our Privacy Policy.
4. Installed browser add-ons that support: Java, JavaScript, Adobe Flash (if required).
5. Disabled software that blocks the operation of the above technologies (e.g. ad blockers), which may interfere with the Website's functionality.
6. An active e-mail account, used for sending activation links and Order confirmations.

III. General Provisions

1. **Access to the Terms** Before purchasing or using our services, you may access these Terms free of charge. You may download, save or print them in any format convenient to you.
2. **Scope of Application** These Terms apply exclusively to the services and products offered directly by the Seller. We assume full responsibility for them. Use of the Website via an Account constitutes an electronic service within the meaning of the Polish Act on Providing Services by Electronic Means.
3. **Modifications Only in Writing** Any deviation from these Terms must be confirmed in writing by both parties.
4. **Statements by Employees** Our employees are not authorised to make any promises or assurances regarding products unless confirmed in writing.
5. **No Offer Under Civil Law** Information presented on the Website does not constitute a commercial offer within the meaning of the Polish Civil Code. Browsing the Website does not result in a contract being concluded.
6. **Rules of Use** You may not use the Website in a manner that violates applicable laws, good practices or public decency. It is strictly prohibited to publish content that is:
 1. illegal,
 2. vulgar,
 3. discriminatory,
 4. racist,
 5. pornographic,
 6. threatening, violent or hateful.

IV. Account and Other Electronic Services

1. **What We Offer** You may use our free online services (electronic services), including:
 1. product editor,
 2. forms (e.g. contact, registration),
 3. purchase path enabling Order placement,
 4. newsletter,
 5. your individual Account.

2. How to Cancel You may cancel these services at any time without providing a reason.

You may do so by:

- ceasing to use the forms,
- sending us a cancellation notice (details provided later in these Terms).

3. How to Create an Account You have two options:

1. Register directly on our Website. Upon clicking the activation link sent to your e-mail address, you enter into a contract for Account management for an indefinite period.
2. Log in via an external system, i.e. an account with our Partner:
<https://manager.paczkomaty.pl/auth/login>. . Terms of use for the Partner's service are defined in the Manager Paczek Application Terms available at:
<https://inpost.pl/regulaminy>..

4. Who May Create an Account You must:

1. be at least 18 years old,
2. have legal capacity to enter into contracts,
3. provide true and accurate information,
4. not omit contact details (name, address, phone number) or provide false or inactive numbers,
5. comply with applicable laws when using the Website,
6. have proper authorisation if registering on behalf of an Entrepreneur.

5. Account Security You set a password to access your Account. You must:

1. not share it with others,
2. keep your Account personal and non-transferable,
3. keep your personal data up to date, as it is necessary for Order fulfilment.

6. How to Delete Your Account You may terminate the Account contract at any time by sending us a notice. The contract ends upon our receipt of your notice. Note: deleting your Account does not affect previously placed Orders.

7. When We May Delete Your Account We may terminate the Account contract immediately if you violate these Terms

V. Orders and Conclusion of the Contract of Sale

1. Types of Goods Via your Account on our Website, you may purchase:

1. Goods from our standard offer, or
2. Goods manufactured to your individual specifications, i.e. personalized Goods designed using our editor and produced specifically for you. These are referred to as "Personalized Goods". They may include non-standard dimensions or custom graphics. Ordering such products requires additional steps described below. Personalized Goods are non-returnable, as explained in the section "Returns and Right of Withdrawal".

2. **Availability of Goods** Goods are available for purchase if they are listed in our offer and the Order is accepted for processing.
3. **Who Can Place Orders** Orders may be placed by both Visitors and registered Users via their Account.
4. **How to Place an Order** Orders are placed via the form available on our Website. After submitting the Order, you will receive a confirmation e-mail – this does not yet constitute conclusion of the contract.
5. **When Is the Contract Concluded?** If you place an Order via our online system, the contract is concluded when you receive an e-mail confirming acceptance of the Order.
6. **Order Confirmation Contents** The confirmation e-mail includes the Order number, payment details, payment deadline, and estimated delivery date. For Personalized Goods – if you delay confirming the graphic design or fail to provide required materials, the delivery date may be extended. If the delay exceeds 14 days, we reserve the right to recalculate the Price or cancel the Order. You will be notified via e-mail.
7. **Order Cancellation** You may cancel the Order only until you receive notice that production has started. After that, cancellation is no longer possible.
8. **Quantity Variations** Due to the production process, the quantity of Personalized Goods delivered may slightly differ from the quantity ordered. You will be informed of the acceptable tolerance in the Order acceptance notice.
9. **Right to Reject Orders** We reserve the right to reject any Order. If you are a Consumer, we will inform you of the reason.
10. **Colour and Dimension Variations** Colours and dimensions may slightly differ from those displayed on your screen due to printing technology, material type, and device settings. External dimensions of Goods may vary by up to 2.5%. For Personalized Goods, print shifts of up to 5 mm do not constitute grounds for complaint.
11. **Print Expert Check** If you order the Print Expert Check service, it will be performed before production. After completion, you will receive an e-mail describing the changes. You must accept the changes or send corrected files on the same day.
12. **Limitations of Print Expert Check** We do not perform Print Expert Check more than once for the same Goods. If you reorder the same Goods, this service will not be available.
13. **Optional Print Expert Check** Even if you do not order the service, we may perform it to ensure quality. The same rules apply.
14. **Order Correction Before Submission** Before clicking “Order with payment obligation”, you may correct errors in the Order.
15. **Invoice Data Changes After Submission** You may not request changes to invoice data after placing the Order, especially to indicate a buyer who is not a Consumer or to issue an invoice to a sole proprietorship. If you are not a Consumer, you may only correct invoice data by sending us a correction note before the Goods are dispatched.

16. **Order Changes After Submission** Once submitted via the automated system, Orders cannot be changed. For Orders placed after contacting us, you may request changes, but they may incur additional costs and extend the delivery time.
17. **Delivery Time** If you order standard Goods weighing up to 25 kg before 20:00, they will be delivered the next Business Day. For larger or heavier Orders (over 25 kg), delivery takes up to 2 Business Days. For pallet shipments, delivery takes up to 4 Business Days. For Personalized Goods, the delivery time is indicated in the product description. If your Order includes both standard and Personalized Goods, they may be shipped separately and arrive at different times.
18. **Delivery** Goods are delivered in accordance with the information provided in the Order. If delays occur, we will notify you.
19. **Payment Condition** Orders placed by Consumers are processed only after full payment is received. Entrepreneurs may use Deferred Payment, as described below.
20. **If You Are an Entrepreneur** If you are an Entrepreneur and your Order requires direct contact with the Seller via the contact form (i.e. outside the automated Order placement system available on the Website), the following rules shall apply:
1. Submission of the Order constitutes an offer to conclude a Contract of Sale.
 2. The Contract of Sale is concluded upon the Seller sending a confirmation of acceptance of the Order for processing. Upon receipt of this confirmation, the User shall make payment for the Order.
 3. The confirmation shall include the Order number, payment details, payment deadline, and the estimated delivery date.
 4. The Seller may withhold execution of the Order until payment is received. Failure to make payment within the deadline specified in the Order shall result in cancellation of the Order and termination of the Contract of Sale.
 5. The delivery date may be modified in the event of a delay in confirming the graphic design exceeding 72 hours from the moment the Seller sends the dieline to the Entrepreneur, or if the required materials are not provided.
 6. If the Entrepreneur fails to confirm the graphic design within 2 weeks of receiving the dieline from the Seller, the Seller shall have the right to (i) recalculate the Price and request additional payment within 7 days, or (ii) terminate the Contract of Sale due to reasons attributable to the User. Failure to make the additional payment within the specified deadline shall be deemed cancellation of the Order by the Entrepreneur and termination of the Contract of Sale.
 7. The Seller may terminate the Contract of Sale if the Entrepreneur fails to deliver the materials necessary to prepare the prototype or fails to provide the information required to fulfil the Order within the specified timeframe.
 8. Due to the nature of the production process, the quantity of Goods produced may differ from the quantity ordered. The Entrepreneur shall be informed of the

permissible tolerance in the Order confirmation. In the event of a discrepancy, a corrective invoice shall be issued or an additional charge shall be applied.

9. The Contract of Sale may be terminated by the Entrepreneur with immediate effect by sending an e-mail, provided that the termination occurs before the Seller sends confirmation of the commencement of production. Once production has started, the User may no longer cancel the purchase.
10. In the event of termination of the contract, the Seller shall charge the Entrepreneur for costs incurred up to the date of termination in the amount of 20% of the net Order value.
11. If preparation of Production Tools is required, the Entrepreneur shall be informed in the Order confirmation, and the cost of such preparation shall be borne by the User. The Seller shall store the Production Tools for a period of 1 year from the date of the Order. After this period, the Seller shall be entitled to destroy the Production Tools.

21. Additional Provisions for Entrepreneurs

The Seller reserves the right to reject any Order without providing a reason. Specifications of the Goods may be subject to change. Differences in colour and dimensions resulting from production technology shall not constitute grounds for complaint. Information regarding permissible dimensional tolerances is provided in the product descriptions.

If the Order includes Goods with varying delivery dates, the Entrepreneur shall be informed at the time of placing the Order. In such cases, the Seller shall be entitled to make partial deliveries. The User may not refuse acceptance of Goods due to partial delivery.

The Seller reserves the right to deliver Goods in separate shipments. Each shipment shall constitute a separate Contract of Sale.

VI. Price and Payments

1. **Payment Obligation** Upon conclusion of the Contract of Sale in accordance with these Terms, you are obliged to pay the full amount specified in the Order. This amount includes the price of the Goods, applicable VAT, and delivery costs – unless Packhelp informs you otherwise.
2. **Scope of Price** The Price includes:
 1. the value of the Goods or Services,
 2. applicable VAT,
 3. delivery costs (if such information was provided during the Order process).
3. **VAT and Tax Identification Number** VAT is added to the total value of the Order. If you place an Order as an Entrepreneur, you are required to provide your tax identification number (NIP).
4. **Price Calculation** The total Order Price is calculated based on your selections in the Order form and is visible in the Order summary before submission.

5. **Pattern Fees** If you use a standard Pattern, a separate fee is charged for each Good and each Order. The Pattern is not saved to your Account – if reused, the fee will be charged again.
6. **Premium Pattern Fees** If you choose a Premium Pattern, its price will be determined individually – you will be informed via e-mail. The provisions of point 5 apply accordingly.
7. **Template Fees** If you use a standard Template, a separate fee is charged for each Good and each Order. The Template is not saved to your Account – if reused, the fee will be charged again.
8. **Premium Template Fees** If you choose a Premium Template, its price will be determined individually – you will be informed via e-mail. The provisions of point 7 apply accordingly.
9. **Payment Methods** You may pay for your Order using one of the following methods available on the Website at the time of placing the Order:
 1. bank transfer to our bank account (account number available on the Website),
 2. via the Stripe payment system (operated by Stripe Payments Europe, Limited).
10. **Payment Deadline** You must pay for the Order promptly, no later than within 7 days from the conclusion of the Contract of Sale, i.e. from the receipt of the Order confirmation e-mail.
11. **Your Obligations** You confirm that:
 1. the data you provide for Order fulfilment and delivery are accurate,
 2. you have sufficient funds to cover the cost of the Order.
12. **Invoice** You will receive a link to download the invoice in PDF format via e-mail.

VII. Deferred Payment – Entrepreneurs Only

1. The Seller reserves the right to grant selected Users who are Entrepreneurs the option to use deferred payment (“Deferred Payment”) for all or selected Orders, subject to prior agreement with the Partner. The possibility of using Deferred Payment may also result from individual arrangements between the Seller and the User. The Seller is not obliged to accept any request for Deferred Payment.
2. In the first calendar month of cooperation under these Terms (regarding delivery of Goods, including distribution of Packaging Materials), the maximum value of Orders under Deferred Payment may not exceed PLN 5,000 net (excluding delivery costs). In subsequent months, the maximum value of Orders under Deferred Payment shall be three times the turnover achieved in the preceding month (also excluding delivery costs).
3. The payment deadline is 14 days from the date of invoice delivery, unless a longer term has been granted based on arrangements with the Partner. The invoice is issued after the end of the calendar month and sent to the e-mail address provided by the User.
4. Use of Deferred Payment requires timely settlement of all amounts due.

5. In case of payment delay, the Seller may charge statutory interest for late payment in commercial transactions, up to the maximum amount permitted by applicable law.
6. Delayed payment may result in loss of eligibility for Deferred Payment in the future.
7. **Deferred Payment, with respect to all or selected Users, in the following cases:**
 - (i) at the request of the Partner, if the creditworthiness assessment carried out by the Partner is negative or if the User fails to make timely payments to the Partner;
 - (ii) upon the Seller's own decision, if the creditworthiness assessment conducted by the Seller is negative; or
 - (iii) if the User fails to make timely payments to the Seller.

Information regarding such changes shall be provided to the User at least 7 days in advance via e-mail.

VIII. Distribution of Packaging Materials – Entrepreneurs Only

1. Selected Users who are Entrepreneurs and who, pursuant to a logistics service agreement concluded with the Partner and the "InPost Paczkomat® 24/7 Service Terms" and "Postal and Transport Service Terms of the Partner" (available at: <https://inpost.pl/regulaminy>), hold the status of "Business Client", are eligible to order free Packaging Materials. The limit of Packaging Materials is determined based on the volume of parcels sent in the previous calendar month in accordance with the agreement concluded between the User and the Partner.
2. Acceptance of the Manager Paczek (MP) application terms and consent to the processing of personal data to the extent necessary for the provision of the "InPost Paczkomat® 24/7" service are conditions for commencing use of this service and are carried out via the account in Manager Paczek.
3. Packaging Materials are delivered by the Seller on behalf of the Partner.
4. Information regarding the applicable limit of Packaging Materials and its usage level is available in the Account details via the Website. To order Packaging Materials, the User must have an active Account on the Website and be a logged-in User.
5. The process of ordering, delivery, and complaint handling regarding Packaging Materials is governed, as applicable, by the provisions of these Terms relating to Orders placed via the automated system, with the reservation that Packaging Materials and their delivery are free of charge.
6. The Seller reserves the right to suspend, modify, or withdraw the possibility of ordering Packaging Materials – at the request of the Partner – with respect to all or selected Users. Information regarding such changes shall be provided at least 14 days in advance via e-mail.
7. The Packaging Materials limit is granted from the date indicated by the Partner and is renewed at the beginning of each calendar month, covering services governed by the InPost Paczkomat Service Terms and the InPost Postal and Transport Service Terms. The limit is not renewed with each subsequent order placed during the month, even if

the Terms are re-accepted during that period – unless the Terms have been amended with respect to the limit. In such case, the provisions of the Terms in force on the date of placing the Order for Packaging Materials shall apply.

IX. Delivery

1. **Where We Deliver** We deliver Orders exclusively within the territory of Poland.
2. **How We Deliver** Delivery is carried out via the courier company indicated in the Order. Deliveries are made in accordance with the terms and conditions of the respective carrier. Available delivery options include:
 1. Delivery to InPost Paczkomat® parcel lockers or PaczkoPunkt pickup points – handled by InPost sp. z o.o.,
 2. Delivery to the address specified by you – handled by InPost sp. z o.o.,
 3. Pallet deliveries – handled by carriers other than InPost sp. z o.o.
3. **When We Deliver** You will always be informed of the estimated Order processing and delivery date. If you are an Entrepreneur: You are obliged to inform the Seller of any circumstances that may affect delivery costs (e.g. non-standard delivery hours, need for indoor delivery). Additional delivery costs shall be reimbursed by the Entrepreneur within 7 days of receiving accounting documentation, provided that the Seller notifies the Entrepreneur within 14 days of delivery. For Orders placed in accordance with clause V.5, the Seller shall inform you of the possibility of delivery delays. Delays beyond the Seller's control do not constitute improper performance of the contract and do not give rise to any claims.
4. **What If an Item Is Out of Stock** If the Goods are not available in stock:
 1. You will receive an e-mail with a new delivery date (no more than 15 Business Days) – in such case, you may cancel the Order and we will refund your payment,
 2. Or you will be informed that we are unable to fulfil the Order – in such case, the Order will be automatically cancelled and refunded.
5. **Receiving the Shipment** When receiving the shipment, please check in the presence of the courier:
 1. whether the packaging is not damaged,
 2. whether the contents match your Order.
6. **If Something Is Missing or Damaged** We recommend preparing a damage report, which may expedite the complaint process. The report form is available at: <https://inpost.pl/protokol..> In the absence of a damage report, the Consumer may be required to provide additional evidence of the damage.

If you are an Entrepreneur:

- You are required to inspect the shipment and prepare a damage report in accordance with the carrier's procedure.

- The report must be signed by the carrier's representative and the person receiving the shipment.
 - The signed report or other delivery document constitutes conclusive evidence regarding the quantity and condition of the Goods.
 - Failure to report discrepancies on the day of delivery results in the loss of warranty rights, except for hidden defects, which must be reported within 7 Business Days from the date of delivery.
 - For Goods susceptible to damage, a description of the defect must be prepared at the time of delivery.
7. **If You Do Not Collect the Shipment** After two unsuccessful delivery attempts:
1. You will receive an e-mail with information on where and when you can collect the shipment,
 2. You may also request another delivery attempt to the address you specify.
8. **If You Do Not Collect the Shipment or Respond** If you do not collect the shipment or respond to our message within the specified time, we may withdraw from the Contract of Sale after 3 months from the second unsuccessful delivery attempt.

If you are an Entrepreneur:

- If you fail to collect Goods ordered via the automated Order system, the Goods will be returned to the Seller, and you will be charged for the shipping, return, and a handling fee of PLN 10.00 net + VAT. The Seller will deduct these costs from the amount refunded to you.
- For Orders placed outside the automated Order system, after two unsuccessful delivery attempts, you will receive a notice to collect the Goods. You may request another delivery attempt. If you do not collect the Goods or respond, the Goods will be stored at your expense: PLN 50 net/month per parcel or PLN 200 net/month per pallet. After 3 months, the Seller may withdraw from the contract and dispose of the Goods at your expense, and charge you for the incurred storage costs.

X. Transfer of Risk and Ownership

1. **When does the risk and ownership of the Goods transfer to you?** The risk of accidental loss or damage to the Goods transfers to you at the moment the ordered Goods are delivered to you. This means that from the time of delivery, you are responsible for the condition of the Goods.

If you are an Entrepreneur: The risk of accidental loss or damage to the Goods transfers to the recipient at the moment the Goods are handed over to the carrier.

XI. Returns and Right of Withdrawal

1. **As a Consumer**, you have the right to withdraw from a distance sales contract – without providing any reason (i.e. return the Goods) – within 14 days from the date on which you receive the ordered Goods. This applies only to pre-manufactured Goods from our standard offer.

2. To exercise your right of withdrawal:

1. Submit a withdrawal statement (e.g. via e-mail or directly through the order panel available within your Account),
2. Return the Goods within 14 days of submitting the statement to the following address:
Packhelp – Altmaster Logistyka, ul. Sokołowska 50 / office next to ramp 9A, 05-806 Pęcice, Poland.
3. You bear the direct cost of returning the Goods. It is sufficient to send the withdrawal notice before the 14-day period expires – you do not need to wait for confirmation.
4. If your Order included multiple Goods delivered separately, the 14-day period begins on the day you receive the last item.

3. After withdrawal from the contract:

1. We will refund all payments received from you, including delivery costs (except for any additional costs if you selected a more expensive delivery method than the cheapest one offered),
2. The refund will be made no later than within 14 days from the day you inform us of your withdrawal,
3. We may withhold the refund until we receive the returned Goods or proof of their return – whichever occurs first.
4. You will receive the refund using the same payment method you used for the original transaction, unless you explicitly agree to a different method – without incurring any additional fees.
5. You are only responsible for any reduction in the value of the Goods resulting from use beyond what is necessary to examine their nature, characteristics and functioning.
6. You may use the model withdrawal form provided in the Annex to these Terms – but this is not mandatory.

When You Cannot Withdraw from the Contract

You cannot withdraw from the contract if:

1. You ordered Goods made to your individual specifications (i.e. Personalized Products, such as those with custom printing),
2. You ordered a service that has been fully performed with your prior consent – and you were informed beforehand that you would lose the right to withdraw once the service was completed.

If you are an Entrepreneur, you cannot withdraw from the contract.

XII. Complaints Handling and Liability

1. We deliver Goods that are in accordance with the contract.
2. If it turns out that the Goods were not in accordance with the contract at the time of delivery and this becomes apparent within 2 years, you have the right to file a complaint.
3. If the Goods are not in accordance with the contract, you may request:
 - 3.1. repair,

- 3.2. or replacement.
4. We may offer replacement instead of repair or vice versa if your request is impossible to fulfil or would involve excessive costs. Repair or replacement will be carried out within a reasonable time and without significant inconvenience to you. You will not bear any costs – we cover shipping, labour, and materials. We will collect the Goods from you at our expense.
5. You may also request a price reduction or withdraw from the contract if:
 - 5.1. we refuse to repair or replace the Goods,
 - 5.2. the Goods remain non-conforming despite attempts to repair or replace,
 - 5.3. the defect is significant enough to justify a price reduction or withdrawal without prior request for repair or replacement,
 - 5.4. our actions indicate that we will not repair or replace the Goods within a reasonable time or without inconvenience to you.
6. In such cases:
 - 6.1. the price will be reduced proportionally to the value of the defective Goods,
 - 6.2. we will refund your payment no later than within 14 days of receiving your statement,
 - 6.3. if the defect concerns only part of the Order, you may withdraw from the contract only for that part, unless it would be unreasonable to expect you to keep only the non-defective Goods – in such case, you may return all Goods,
 - 6.4. if you withdraw from the contract, return the Goods – we will cover the return shipping costs,
 - 6.5. the refund will be made using the same payment method you used, unless you agree to another method – without additional fees.
7. You cannot withdraw from the contract if the defect is insignificant.
8. You may submit a complaint:
 - 8.1. by post: Packhelp S.A., ul. Kolejowa 5/7, 01-217 Warsaw, Poland,
 - 8.2. by e-mail: to the address provided in the Order confirmation or by contacting your Customer Support Representative,
 - 8.3. or directly via the order panel available within your Account.
9. In your complaint, please include:
 - 9.1. a description of the issue,
 - 9.2. your Order number,
 - 9.3. the number of defective Goods,
 - 9.4. photos or videos showing the defect.
10. We may ask you for additional information or request that you return the Goods – at our expense. If we ask for a return, please ensure the Goods are properly secured before shipping.
11. We will respond to your complaint within 14 days. You will be informed of the outcome via e-mail. For complaints related solely to delivery, the carrier's procedure applies, and you

may submit a complaint directly to InPost sp. z o.o. via the form at <https://inpost.pl/reklamacja> or to another carrier handling the delivery.

12. These rules also apply to services provided electronically. Complaints regarding such services may also be submitted online at <https://inpoststore.com/pl-pl/kontakt>.
13. If you are an Entrepreneur:
14. Liability under statutory warranty for defects is excluded, except for defects disclosed upon delivery and hidden defects reported in accordance with clause IX.5. The Seller does not provide a commercial guarantee for the Goods.
15. Complaints must be submitted in accordance with the rules set out in the section “Warranty and Complaints” above.
16. The Seller shall respond to complaints within 30 days from the date of receiving all information necessary to process the complaint.
17. In the case of a justified claim, the Seller may, at its sole discretion:
 1. replace the Goods (or part thereof),
 2. refund the Price of the Goods (or part thereof),
 3. propose another solution acceptable to the Client. Once one of the above actions has been taken, the Seller shall have no further obligations, and the Client waives any further claims in this regard.
 4. The Seller shall not be liable for any loss, damage, cost or expense (including lost profits) resulting from failure to perform or delay in performing the contract, if caused by circumstances beyond the Seller’s control, including but not limited to strikes, breakdowns, actions of public authorities, or Force Majeure.
 5. The total liability of the Seller (including its agents, employees, subcontractors and suppliers) shall not exceed the net value of the Order (excluding taxes and freight costs). Liability does not include lost profits, increased costs, substitute capital costs, storage fees, indirect or consequential damages.
 6. The above limitations take precedence over any conflicting provisions contained in documents forming part of the contract.
 7. The Seller shall not be liable to the User or related parties for damages resulting from the use of the Website or related websites, including data loss, business interruption, or damage to IT systems – even if advised of the possibility of such damages. The User is responsible for implementing safeguards to protect IT systems from harmful software.
 8. Marketing partners and entities affiliated with Packhelp (e.g. Facebook) shall not be liable to the User in connection with services provided on behalf of Packhelp.
 9. The User is responsible for ensuring that the labelling of Goods complies with regulations applicable in the countries where the Goods will be marketed. The Seller’s liability in this regard is excluded to the fullest extent permitted by law.

XIII. General Principles of Liability Towards Consumers

1. As a Consumer, you have specific rights that you are entitled to exercise.
2. The Seller does not exclude liability under the statutory warranty towards you – you have the right to file a complaint if the Goods are not in conformity with the contract.
3. You have the right to return the Goods and withdraw from the contract in the cases specified in these Terms and in the Consumer Rights Act.
4. The Seller is liable for the Goods delivered to you in accordance with applicable consumer protection laws.
5. Limitations of liability for indirect damages, loss of profits, or IT system failures do not apply if they infringe your rights as a Consumer.

XIV. Intellectual Property

1. **Packhelp Website** The Website is owned and operated by us – Packhelp. Unless otherwise stated, all content on the Website (including texts, graphics, logos, audio recordings, trademarks, etc.) is protected by copyright and belongs to us. You may not copy, modify, or use such content without our permission.
2. **Use of Content** The mere fact that you see something on the Website does not mean you are allowed to use it. You may do so only if:
 - 2.1. it is permitted under these Terms,
 - 2.2. or you have our written consent (or the consent of the rights holder, if we do not own the rights).
3. **Your Account and Third-Party Rights** When using your Account, you must not infringe the copyrights or other intellectual property rights of others. If you do so, we may – even without prior notice – delete your Account and any materials that violate those rights.
4. **Permission to Use Your Designs** You grant us permission to display photos of the Goods you ordered from us in our promotional materials – for example, on social media, our website, or in catalogs. You are not entitled to any compensation for this.
5. **License for Artwork and Logos** If you order Goods featuring your own logo or artwork, you grant us a free, non-exclusive, and perpetual license to use them in our marketing materials. We may publish, reproduce, and slightly modify them – for example, to fit formatting requirements.
6. **If You Are a Copyright Holder** If you believe your copyright has been infringed, please contact us and provide:
 - 6.1. your contact details,
 - 6.2. a description of the work and the location where we found it,
 - 6.3. a statement that you are acting in good faith and have the right to report the infringement.

XV. Notifications

1. All important notifications related to the contract (e.g. changes, order information) must be made in writing or by e-mail. Note: messages displayed only on screen (e.g. in a browser) are not considered written form.

2. If you wish to send us a notification, please do so using the address provided in point 8 of the Final Provisions section of these Terms. We will send notifications to the address you provided in your Order.
3. A notification is deemed delivered:
 1. if delivered in person – at the moment it reaches us,
 2. if sent by priority mail – after 2 full Business Days from the date of posting,
 3. if sent by e-mail – at the moment it reaches us.
4. If you change your address, please inform us. The change becomes effective:
 1. on the date you indicate,
 2. or – if you do not indicate a date or provide less than 5 Business Days' notice – 5 Business Days after the date you inform us.
5. This section on notifications does not apply to the delivery of court documents or other official correspondence in the event of disputes.

XVI. Governing Law and Dispute Resolution

1. The Contract of Sale and these Terms are governed by Polish law, and any disputes shall be resolved by Polish courts. However, if you are a permanent resident of another European Union country, you do not lose the protection afforded by the laws applicable in your country of residence.
2. As a Consumer, you have the right to use out-of-court dispute resolution methods, such as:
 - mediation,
 - arbitration.
3. To initiate such proceedings, you simply need to submit an appropriate application to the selected institution. A list of such institutions is available here:
https://uokik.gov.pl/wazne_adresy.php#faq592
4. If you do not wish to use mediation or the ODR platform, the dispute will be resolved by a common court in accordance with general legal principles.

If you are an Entrepreneur:

Polish law applies to all obligations arising from the Contracts of Sale and these Terms. Any disputes arising from such contracts shall be subject to the jurisdiction of Polish courts competent for the Seller's registered office.

XVII. Newsletter – How It Works

1. Subscription to the Newsletter is completely free. You will receive it only if you give your consent.
2. You can subscribe to the Newsletter in several ways:
 - 2.1. by selecting the appropriate option when logging into your Account,
 - 2.2. by completing a form (e.g. in the footer, header, pop-up window, or user panel) and providing your e-mail address,
 - 2.3. by giving consent when submitting a request for quotation or subscription form.

3. By submitting the subscription form, you enter into an agreement with us for the provision of the Newsletter service – for an indefinite period.
4. You may unsubscribe from the Newsletter at any time. You can do so by:
 - 4.1. clicking the “unsubscribe” link in the footer of each Newsletter message,
 - 4.2. or sending us a message stating that you wish to unsubscribe.
5. Consent to receive marketing communications (e.g. promotional offers) is voluntary. You may withdraw it at any time – without any consequences.

XVIII. Amendments to the Terms and Conditions

1. We may amend the Terms and Conditions if there are valid reasons, such as:
 - 1.1. changes in legal regulations,
 - 1.2. technical updates (e.g. modernization of the Website),
 - 1.3. changes in the way our services operate.
2. We will always inform you of the reasons for any changes.
3. You will be notified of any amendments to the Terms and Conditions by e-mail – at least 14 days before they take effect. During this time, you will have the opportunity to:
 - 3.1. review the new version,
 - 3.2. accept or decline it.
4. If you place an Order before the new Terms and Conditions take effect, it will be processed under the version applicable on the date the Order was placed.
5. The new version of the Terms and Conditions will apply to all contracts (including sales contracts) concluded after the effective date of the changes.

XIX. Personal Data Processing

1. Your personal data is jointly processed by us – Packhelp – and our Partner. This applies when you use our Website or enter into a contract with us (e.g. by placing an Order). Details can be found in our Privacy Policy available on the Website.
2. We process your data primarily to fulfil the contract you enter into with us – in accordance with the provisions of the GDPR (General Data Protection Regulation). The Privacy Policy includes, among other things, information about:
 - 2.1. the duration for which we store your data,
 - 2.2. the legal basis for processing,
 - 2.3. your rights (e.g. access, rectification, deletion of data),
 - 2.4. the entities to whom we may disclose your data (e.g. courier companies).

XX. Final Provisions

1. These Terms and Conditions have been prepared in Polish.
2. None of its provisions limit your rights as a Consumer – if such rights arise from applicable laws.
3. If any provision of the Terms is found to be invalid or unenforceable, it will be modified or removed – but the remainder of the Terms will remain in force.

4. We strive to ensure that our Website operates without interruptions, but occasional disruptions may occur (e.g. due to internet issues). We do our best to keep them to a minimum.
5. Descriptions on the Website may contain minor errors or inaccuracies. We aim for maximum accuracy, but cannot guarantee it 100%.
6. If you click a link to a site other than Packhelp, please note that we are not responsible for its content. Make sure your device is protected (e.g. against viruses).
7. If you violate the Terms or use the Website unlawfully, you may be held liable. This also applies if someone else suffers harm due to your actions.
8. You can contact us in any matter:
 - by post – to our registered address: Packhelp S.A., ul. Kolejowa 5/7, 01-217 Warsaw, Poland
 - by e-mail – to the address listed in the “Contact” section of the Website
 - by phone – to the number listed in the “Contact” section of the Website
 - via the contact form available in the “Contact” section of the Website
9. In accordance with the EU Digital Services Act, we have designated a special e-mail address for communication with authorities and users: dsa@packhelp.com. You may write in Polish or English.
10. If you notice content on our Website that you believe is illegal, you may report it. Please include in your report:
 - why you believe the content is illegal,
 - the exact link (URL) to the content,
 - your full name and e-mail address,
 - a statement that you are acting in good faith and providing truthful information.
11. For matters not regulated by these Terms, the provisions of Polish law apply – in particular, the Civil Code and the Consumer Rights Act.
12. If any part of the Terms is unclear, we interpret it in accordance with applicable law.
13. These Terms and Conditions enter into force on 13 October 2025.

Annex – Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract. You may also use another form, provided it contains all required information.)

Recipient: Packhelp S.A. ul. Kolejowa 5/7 01-217 Warsaw E-mail address:
kontakt@inpoststore.com

Statement: I/We() hereby inform you of my/our withdrawal from the contract:

- for the sale of the following items: [insert name of Goods]
- or for the provision of the following service: [insert name of service]

Date of contract conclusion / receipt of Goods(*): [insert date] Name of Consumer(s): [insert your full name] Address of Consumer(s): [insert your address] Signature of Consumer(s):

(only if this form is submitted in paper version) Date: [insert date of completing the form]

(*) Delete as appropriate.