FabbyPrints

Terms of sale of the FabbyPrints online shop

Effective from 14 November 2026.

§ 1. Seller and contact

1. The FabbyPrints online shop at fabbyprints.com (the "Shop") is run by Janusz Ciosek, a sole trader operating under the business name P.P.H.U. Janusz Ciosek WIELKA REKLAMA (Przedsiębiorstwo Produkcyjno-Handlowo-Usługowe Janusz Ciosek Wielka Reklama), entered in the Polish Central Register and Information on Economic Activity (CEIDG), business address: ul. ks. Jerzego Popiełuszki 13, 98-300 Wieluń, Poland, tax ID (NIP) 832-000-27-20, EU VAT number PL8320002720, REGON 730018779 (the "Seller").
2. "FabbyPrints" is the Seller's trade name (brand). The Seller is the party to every contract concluded in the Shop. The Seller makes the products in its own 3D printing studio in Wieluń.
3. You can contact the Seller about any matter, including business, agency, series and wholesale orders:
   - e-mail: office@fabbyprints.com,
   - telephone: +48 22 113 14 16 (charged at your operator's rates), Monday to Friday, 8:00–16:00 CET,
   - the contact form on the Contact (https://fabbyprints.com/en/contact) page,
   - post: ul. ks. Jerzego Popiełuszki 13, 98-300 Wieluń, Poland.
4. Address for returns and complaints: ul. ks. Jerzego Popiełuszki 13, 98-300 Wieluń, Poland.
5. You can contact the Seller in Polish or English.

§ 2. Definitions

1. Customer — a natural person, legal person or organisational unit without legal personality that uses the Shop or concludes a contract with the Seller.
2. Consumer — a Customer who is a natural person concluding a contract not directly related to their business or professional activity.
3. Sole trader with consumer rights — a Customer who is a natural person concluding a contract directly related to their business activity, where the content of the contract shows that it is not of a professional nature for them, in particular in view of the subject of their business disclosed in CEIDG (§ 13).
4. Business customer — a Customer who is neither a Consumer nor a Sole trader with consumer rights, including companies, public sector bodies, advertising agencies, design studios and wholesale buyers.
5. Product — an item that the Seller sells and makes under the Contract: a Catalogue product or a Custom print.
6. Catalogue product — a ready-made design from the Shop's catalogue, which the Seller prints after the order is placed, in the variant (e.g. colour, size) chosen from the options listed for the Product.
7. Custom print — a 3D print made to the Customer's specifications or clearly personalised, in particular from a File provided by the Customer (including a model the Customer points to on MakerWorld), to a design, photo, sketch or dimensions from the Customer, with a name, logo or other personalisation specified by the Customer, or in a colour, material or size outside the options listed for the Product (§ 7 and § 8).
8. File — a digital 3D model (e.g. in STL, 3MF, OBJ or STEP format) together with the information the Customer provides to the Seller for quoting and making a Custom print.
9. Calculator — the tool in the Shop that uses the File and the parameters chosen by the Customer (material, quality, colour, quantity and lead time) to calculate the price and the estimated dispatch date of a Custom print.
10. Technologist — a member of the Seller's staff who checks the File and the print settings before production.
11. Contract — a contract for the sale of Products, including Products the Seller manufactures after the contract is concluded, concluded through the Shop or on the basis of a quote.
12. Account — an electronic service that lets the Customer sign in to the Shop, save their details, view orders and documents, and use the prices of the Price level assigned to them.
13. Business account — an Account with company details saved in it (company name and tax ID or EU VAT number).
14. Price level — the set of prices assigned to an Account: "Personal" (default) or "Business" (§ 15).
15. Working days — Monday to Friday, excluding public holidays in Poland.

§ 3. Electronic services and technical requirements

1. The Seller provides the following electronic services in the Shop free of charge: browsing the range and search, the Calculator (File upload and automatic quote), requests to print a model from MakerWorld, the basket and placing orders (including through the quick order form), the Account and the Business account, trade credit applications, the contact form and custom quote

requests.

2. To use the Shop you need a device with internet access, an up-to-date web browser with JavaScript, the cookies and browser storage necessary for the Shop to work, and an active e-mail address.
3. The Calculator accepts Files in STL, 3MF and OBJ formats, and also STEP — a price calculated from a STEP file always requires confirmation by a Technologist (§ 7(4)). A single File may be up to 200 MB. You can get a quote in the Calculator without signing in or creating an Account.
4. You sign in to your Account with a one-time code sent to the e-mail address you provide (no password). The code is valid for 15 minutes. A sign-in session lasts up to 30 days or until you sign out. Orders placed without signing in from a given e-mail address are visible in the Account once you sign in with that address.
5. A Customer with a Business account can invite other people to it and give them the role of administrator (manages people), orderer (places orders on the Business account) or payer (pays and downloads documents). An invitation takes effect only once the invited person accepts it. The owner of the Business account is responsible for whom they give access to and can withdraw it at any time.
6. The contract for the Account is concluded for an indefinite period on first sign-in, after the Terms are accepted. The Customer can terminate it at any time with the "Delete account" button in the Account or by asking for the Account to be deleted at office@fabbyprints.com. In the Account the Customer can also download a copy of their data. Data the Seller is required by law to keep (e.g. orders and invoices) is retained for the required period. The Seller may terminate this contract on 14 days' notice for a valid reason (e.g. a change in the law or the closure of the Shop), and without notice if the Customer seriously breaches the Terms.
7. Customers must not provide unlawful content, including in Files, forms and messages, or interfere with the operation of the Shop.
8. Using electronic services involves the usual internet risks, such as malware, phishing and interception of data in transit. Customers should use up-to-date software and never share their sign-in codes. The Seller never asks for payment card details or a sign-in code by e-mail or telephone.
9. Complaints about electronic services can be sent to office@fabbyprints.com. The Seller replies within 14 days.

§ 4. Products and prices

1. Prices are in Polish złoty (PLN) for delivery to Poland and in euro (EUR) for delivery to other countries. The Customer may also choose a different currency in the Shop (by default, the Shop offers the currency of the delivery country if it supports it). The Shop then converts prices at the average exchange rate of the National Bank of Poland (NBP) on the date shown when the currency is selected, adding 2% to cover the cost of converting the payment (3.5% for currencies of countries outside the European Economic Area; no surcharge for PLN and EUR). The amounts in the chosen currency shown in the basket and at checkout are binding and are the amounts charged.
2. Customers without a Business account, including Consumers, see gross prices, i.e. including VAT. Customers with a Business account and Customers who tick "buying for a business" at checkout see net prices, to which VAT is added in accordance with paragraph 5. The Customer sees the total amount payable, including VAT and delivery, in the basket and at checkout before placing the order.
3. Prices of Catalogue products are shown on the Product page. The price of a Custom print from a File is calculated by the Calculator; in other cases we give it in a custom quote (§ 7 and § 18). For larger quantities the price per item may be lower (quantity discount) — the thresholds and the price per item are shown on the Product page or in the Calculator before the item is added to the basket.
4. Prices also depend on the Price level assigned to the Account (§ 15).
5. VAT:
   - for delivery in Poland we apply the Polish VAT rate,
   - for sales to Consumers and other Customers without a valid EU VAT number with delivery to another EU country, we charge VAT at the rate applicable in the country of delivery where the rules on intra-Community distance sales of goods require it; the rate and amount of VAT are shown in the basket before the order is placed,
   - a Business customer from another EU country who enters at checkout an EU VAT number from the country of delivery, automatically verified in the VIES system, buys as an intra-Community supply of goods at 0% (reverse charge — the buyer accounts for VAT),
   - for delivery outside the European Union (export of goods) we apply 0% VAT and issue an export invoice; prices in the Shop then exclude VAT, and customs duties, import taxes and customs clearance fees in the country of delivery are paid by the recipient (§ 10(7)).
6. When a price is reduced, we also show the lowest price of the Product in the 30 days before the reduction. Promotions apply for the period stated on the Product page and may be limited to selected Price levels.
7. The estimated dispatch time is shown on the Product page. Some Products or variants are marked as available on request only — for these the Seller prepares a custom quote (§ 18).
8. Product photos are for illustration and may show a different colour variant or decorative items that are not part of the Product.

The description, variants and specifications on the Product page are binding, in particular the material, dimensions and colour. Colours on screen may differ from the actual colours, as they depend on your monitor settings.

9. Some Catalogue products are prints inspired by popular culture (e.g. films, series, games and comics). These are unofficial products: they do not come from the owners of the rights to those characters or brands, are not affiliated with them and are not authorised by them. We say so in the Product description.
10. Announcements, advertisements and price lists in the Shop are an invitation to conclude a contract within the meaning of Article 71 of the Polish Civil Code.

§ 5. Nature of 3D (FDM) prints

1. We make Products using FDM technology: the object is built layer by layer from plastic (filament) on Bambu Lab printers, including in several colours using the AMS system.
2. FDM technology produces features typical of prints of this kind, which are not defects of the Product:
   - layers and fine lines visible on the surface at close range, especially on sloped and rounded surfaces,
   - marks left by supports, the point where a layer starts (seam) and a different surface texture where the print touched the print bed,
   - slight differences in shade between filament batches, between the colour on screen and the print, and where colours meet in multi-colour prints,
   - dimensional differences within a tolerance of about ±0.5% of the dimension, but not less than ±0.5 mm (e.g. ±0.5 mm for a 100 mm dimension and ±1.5 mm for a 300 mm dimension).
3. This does not limit the rights of a Consumer where a Product does not match its description or is not fit for the purposes for which it would normally be used (§ 12).
4. The materials we print with (e.g. PLA, PLA Matte and Silk, PETG, ASA, TPU, PA-CF) differ in their resistance to heat, moisture, UV light and loads. The material of a Catalogue product is stated on the Product page; the material of a Custom print is chosen by the Customer in the Calculator or agreed in the quote. PLA prints may deform at high temperatures (e.g. in a hot car or a dishwasher).
5. Prints are not intended for contact with food, unless the Product description or the quote clearly states otherwise. Safety warnings (e.g. small parts, user age) are given on the Product page in the “Product safety” section.

§ 6. Orders and conclusion of the Contract

1. To place an order, the Customer adds to the basket Catalogue products (with the chosen variant and quantity) or Custom prints quoted in the Calculator, enters an e-mail address, delivery and invoice details (and, when buying for a business, the company name and tax ID or EU VAT number), chooses a payment method, accepts the Terms and clicks “Place order with obligation to pay”.
2. You can place an order without signing in to an Account.
3. After placing the order, the Customer receives an e-mail confirming receipt of the order. The Contract is concluded when the Customer receives this e-mail, subject to paragraph 4. The e-mail contains the order details, the price including delivery, the Seller’s details and information about the right of withdrawal (or its absence for Custom prints) with a link to the rules and the model form. The Terms and the other documents are available in the Shop in a form that can be downloaded, saved and printed.
4. If an order includes a Custom print whose price requires confirmation by a Technologist (§ 7(4)), a Product available on request, a Product for which the delivery cost cannot be calculated automatically, or delivery outside the European Union (§ 10(7)), the Shop accepts it as an order requiring confirmation and does not take payment yet. The Seller confirms the price, lead time and delivery cost by e-mail and sends a proforma invoice or a payment link, usually within 1 Working day. In that case the Contract is concluded when the Customer pays the amount stated in that e-mail. Until then either party may withdraw from the order at no cost; an order not paid within the time limit in § 9(4) is cancelled.
5. If, after the Contract is concluded, it turns out to be impossible to make the Product in the variant ordered (e.g. because the filament in the chosen colour is unavailable), the Seller promptly informs the Customer and offers a later date or a different variant (e.g. the closest available colour). If the Customer does not agree, the Seller refunds the full amount paid for that Product within 14 days, using the same payment method.
6. Series, wholesale orders, designs from scratch and other non-standard orders are carried out by the Seller on the basis of a custom quote (§ 18).
7. Pre-orders. A Product marked as available from a stated date can be ordered and paid for before that date. On the Product page, in the basket and at checkout the Shop informs the Customer that payment is taken in advance and states the date from which the Seller will dispatch the Product; before placing the order the Customer confirms this at checkout. The order is dispatched in full from the latest of the dates stated for its items. If the date is delayed, the Seller promptly informs the Customer by e-mail and gives a new date; the Customer may then cancel the order, and the Seller refunds the full amount paid within 14 days, using the same payment method. This does not limit a Consumer’s statutory rights.

§ 7. Custom prints: printing from a File and to the Customer's specifications

1. The Customer orders a print from a File through the Calculator: they upload the File and choose the material, quality, colour, quantity and turnaround from the options shown in the Calculator (e.g. standard or express). The Calculator shows the price and the estimated dispatch date before the item is added to the basket. Before the order is placed, the Shop states next to such an item that it is a Custom print and that Consumers have no right of withdrawal for it (§ 11(3)).
2. The minimum order value for printing from a File is PLN 39 net (in other currencies, the equivalent shown in the Calculator).
3. Prints to a design, photo, sketch or dimensions from the Customer (without a ready File), prints with personalisation outside the options listed for the Product, and large series are made by the Seller on the basis of a custom quote (§ 18). Preparing a 3D model by the Seller is quoted separately, and printing starts only once the Customer has approved the model in documentary form (e.g. by e-mail).
4. The Calculator calculates the price automatically from the File and the chosen parameters. Some items need to be checked by a Technologist before production, e.g. a STEP file, a model larger than the printers' build volume, a technical material (TPU, PA-CF), a multi-colour print, the highest level of detail, or a print taking longer than 24 hours. The Shop marks such an item before the order is placed. In that case:
   - the Calculator price is an estimate and becomes binding only once the Seller confirms it (an order requiring confirmation, § 6(4)),
   - if the price or lead time changes after the check, the Seller sends the new terms by e-mail; the Customer may accept them by paying for the order, or withdraw at no cost,
   - if payment was taken before confirmation and the Customer does not accept the new terms, the Seller refunds the full payment for that item within 14 days, using the same payment method.
5. The Seller checks the File from a technical point of view, i.e. whether it can be printed with the parameters ordered. The Seller may choose the orientation of the model, the supports and the print settings, provided this does not change the material, colour, dimensions or quantity ordered. If the File needs changes (e.g. walls that are too thin or mesh errors), the Seller contacts the Customer before printing; the lead time then runs from when the changes are agreed. If it turns out to be impossible to make the Custom print, the Seller promptly informs the Customer and refunds the full amount paid for that item within 14 days.
6. A print made in accordance with the File and the parameters ordered, within the tolerance in § 5(2), conforms to the Contract as regards shape and dimensions. The Seller is not responsible for features resulting from the File itself (e.g. wrong dimensions in the model, poor fit with another part, structural strength), unless the Seller undertook to check them or proposed the changes itself. If the Customer described what the print would be used for and the Seller proposed the material or settings, the Seller is responsible for that choice within the scope of the description given. Prints are not certified products (e.g. medical devices, protective equipment, items intended for contact with food, or load-bearing and safety parts); the Seller does not confirm any such properties unless agreed with the Customer in documentary form.
7. The Customer declares that they hold the rights to the File and the model it contains (in particular that they are its author, hold a licence allowing a paid print to be made, or have the author's consent) and that making the print does not infringe the rights of third parties, including copyright, trade marks, registered designs, patents and image rights, or the law. The Seller does not print weapons or essential parts of weapons, or items whose possession or manufacture is prohibited.
8. The Seller may refuse to make a Custom print if it has reasonable doubts about the Customer's rights to the File or about whether the print complies with the law. In that case the Seller informs the Customer and refunds the full amount paid for that item within 14 days, using the same payment method.
9. By providing a File, the Customer authorises the Seller to reproduce it (including preparing a production file) and to make prints to the extent needed to quote and fulfil the order. The Seller acquires no other rights to the File.
10. The Seller uses Files only to quote, fulfil the order, reprint at the Customer's request and handle complaints. It does not publish Customers' Files, share them with other customers or use them for other jobs. At a Business customer's request, the Seller will sign a non-disclosure agreement (NDA).
11. Files uploaded to the Calculator without an order being placed are deleted by the Seller 30 days after upload. Files from orders are kept for 12 months from dispatch of the order — for possible reprints and complaints — and deleted earlier at the Customer's request sent to office@fabbyprints.com. Once a File has been deleted, a reprint requires it to be sent again.
12. If the Seller prepares a 3D model on the Customer's instructions, the Customer may use prints of that model for the purpose for which it was ordered, once the full price has been paid. The Seller hands over the model's source file only if the parties agree to this.

§ 8. Printing models from MakerWorld

1. The Customer may point to a model on MakerWorld (makerworld.com) that they want printed. MakerWorld is a service independent of the Seller. The Seller does not automatically download data or files from that service.
2. The Seller prints a model from MakerWorld only where:
   - the model is shared under a licence that allows a paid print to be made: CC BY, CC BY-SA, CC0 or CC BY-ND (for CC BY-ND — without changes to the model), or

- the Customer has the written consent of the model's author or a commercial licence from the author covering a paid print order, or
- the Customer is the author of the model.

3. The Seller does not print models shared under the Standard Digital File License or under licences restricted to non-commercial use (CC BY-NC, CC BY-NC-SA, CC BY-NC-ND), as they do not allow a paid print to be made — unless the Customer has the author's written consent (paragraph 2).
4. The Customer gives the link to the model, states its licence (from the licence section on the model page) and provides the File they downloaded from MakerWorld themselves, or other information needed for the quote that the Shop asks for. At the Seller's request the Customer provides the author's consent or licence.
5. Before production, a member of the Seller's staff checks the link, the licence and the author of the model. If the licence does not allow a paid print or the details do not match, the Seller refuses to make the print and refunds the full amount paid for that item in accordance with § 7(8).
6. For prints of models under Creative Commons licences, the Seller records in the order, and states in the item description, the author, the title of the model, the licence and the link to the model.
7. A print of a MakerWorld model is a Custom print. § 7 applies to it, including the exclusion of the right of withdrawal (§ 11(3)).

§ 9. Payments and invoices

1. The payment methods available depend on the delivery country, the currency and the order value. The Customer sees them at checkout before placing the order. The Shop offers:
   - payment card, Apple Pay and Google Pay — payments handled by Stripe Payments Europe, Ltd. (Ireland),
   - BLIK and instant bank transfer — for orders in PLN with delivery to Poland; payments handled by PayPro S.A. (operator of Przelewy24, Poland),
   - traditional bank transfer against a proforma invoice (prepayment) — for orders in PLN and EUR.
2. High-value orders (the threshold is shown in the basket) and orders requiring confirmation (§ 6(4)) are paid by the Customer after receiving the confirmation e-mail: by bank transfer against a proforma invoice or through a payment link, if the Seller has sent one. We accept bank transfers in PLN and EUR only: if such an order is placed in another currency and not paid by card, the Shop gives its amounts in PLN or EUR in accordance with § 4(1).
3. When paying by card, BLIK or instant transfer, the Customer pays immediately after placing the order. We start fulfilment, including printing, once the operator confirms the payment. The Seller does not store payment card details — the Customer enters them directly with the operator.
4. For a traditional bank transfer, the Customer pays within 7 days of receiving the proforma invoice with the account number. We start fulfilment once the payment is received. The Seller may cancel an order not paid within this period and informs the Customer by e-mail.
5. The Seller may grant deferred payment only to a Business customer: after approving their trade credit application and under a separate agreement concluded in documentary form (§ 16(5)), or where an agreement concluded with a public body provides for it (§ 16(4)). In all other cases every order, including a Business customer's order, is payable in full before fulfilment starts.
6. The Seller issues a VAT invoice for every paid order and sends it by e-mail as a PDF. The Customer agrees to receive invoices electronically. The Seller issues invoices for Business customers from Poland through the National e-Invoicing System (KSeF) as required by law.

§ 10. Delivery

1. The Seller delivers Products within Poland, the other European Union countries and selected countries outside the European Union. The list of countries is given in Delivery and payment (https://fabbyprints.com/en/legal/shipping-payment). Delivery to other countries can be agreed individually, subject to paragraph 8.
2. Lead times run from when the payment is received:
   - Catalogue products — printed after the order is placed and dispatched within 2–5 Working days; the exact time is shown on the Product page,
   - Custom prints from the Calculator — within the lead time resulting from the turnaround chosen in the Calculator, or, for an order requiring confirmation, within the time stated in the confirmation e-mail (§ 6(4)),
   - orders based on a custom quote — within the time stated in the quote.
3. An order with several items is usually dispatched in a single parcel once all items are ready. Carrier delivery times and delivery costs are set out in "Delivery and payment", which forms part of the Terms.
4. Products are dispatched from the Seller's studio in Wieluń. The parcel contains no invoice or prices — the Seller sends the invoice by e-mail.
5. A Consumer bears the risk of loss of or damage to the Product only from when it is handed over to the Consumer or to a person they designate other than the carrier.
6. Please check the parcel on delivery and, if it is damaged, complete a damage report with the carrier and take photos. This helps

us resolve the matter quickly. For Consumers and Sole traders with consumer rights, this is not a condition for a complaint to be accepted.

7. Delivery outside the European Union is made on DAP terms (Incoterms 2020): the Seller arranges and pays for transport to the delivery address at the price given to the Customer before payment (§ 6(4)), and customs duties, import taxes (e.g. import VAT) and customs clearance fees in the country of delivery are paid by the recipient. The Seller encloses an export invoice with the parcel. Delivery takes longer than within the European Union and does not include time spent in customs clearance. If the recipient refuses to accept the parcel or to pay customs charges, the Customer bears the cost of the return shipment and any charges levied by the carrier or customs office, unless mandatory provisions of the Consumer's country provide otherwise.
8. The Seller does not ship Products to Russia, Belarus, North Korea, Iran, Syria, Cuba, Crimea, Sevastopol or other territories of Ukraine not controlled by the Ukrainian government, or to persons and entities subject to sanctions. If sanctions or export control rules do not allow an order to be fulfilled, the Seller cancels it and refunds the full amount paid.

§ 11. Right of withdrawal

1. A Consumer and a Sole trader with consumer rights may withdraw from a distance contract for Catalogue products without giving any reason within 14 days. The period runs from the day on which the Customer (or a person they designate other than the carrier) takes physical possession of the Product. Where an order includes several Products delivered separately, the period runs from taking possession of the last of them.
2. To withdraw, simply submit a statement before the period expires: through the form Withdraw from the contract here (https://fabbyprints.com/en/legal/withdrawal) (once you confirm the statement, the Seller promptly sends an e-mail confirmation with its content and the date and time it was submitted), by e-mail to office@fabbyprints.com, through the contact form in the Shop or by post. You can use the model form in Returns and withdrawal (https://fabbyprints.com/en/legal/returns), also available as a PDF (https://fabbyprints.com/en/legal/withdrawal.pdf).
3. The right of withdrawal does not apply to Custom prints, i.e. goods made to the consumer's specifications or clearly personalised (Article 16(c) of Directive 2011/83/EU; Article 38(1)(3) of the Polish Consumer Rights Act). This applies in particular to:
   - prints from a File provided by the Customer, including models pointed to on MakerWorld,
   - prints to a design, photo, sketch or dimensions from the Customer,
   - Products with a name, logo or other personalisation specified by the Customer,
   - Products in a colour, material or size outside the options listed for the Product, made at the Customer's request.
4. The Shop states that an item is a Custom print and is not covered by the right of withdrawal before the order is placed: in the Calculator or the quote, in the basket and at checkout.
5. Catalogue products in variants chosen from the options listed for the Product (e.g. colour, size) are not Custom prints, even though we print them only after the order is placed — the right of withdrawal applies to them as set out in paragraph 1.
6. If a Consumer bought Catalogue products and Custom prints in one order, the right of withdrawal covers the Catalogue products. We then refund their price as stated in the order.
7. The detailed rules on withdrawal, returning the Product, costs and refunds are set out in "Returns and withdrawal", which forms part of the Terms.
8. Business customers have no statutory right of withdrawal (§ 14(2)).

§ 12. Lack of conformity of the Product with the Contract (complaints)

1. The Seller is liable to Consumers and Sole traders with consumer rights for the conformity of the Product with the Contract under the Polish Consumer Rights Act. Liability covers any lack of conformity that existed when the Product was delivered and becomes apparent within 2 years of that time. This also applies to Custom prints.
2. Complaints can be made by e-mail to office@fabbyprints.com, through the contact form in the Shop or by post to the address in § 1(4). The Seller replies to a complaint within 14 days of receiving it.
3. If a print has a manufacturing defect (e.g. a crack, delamination, a missing section, or a different material or colour from the one ordered), the Seller, at the Customer's choice, prints it again at its own cost or refunds the money for the defective Product. This does not limit a Consumer's other statutory rights.
4. The features of FDM technology described in § 5(2) and features resulting from the Customer's File itself (§ 7(6)) are not a lack of conformity of the Product with the Contract.
5. Details, including Consumers' rights and the procedure for Business customers, are set out in Complaints (https://fabbyprints.com/en/legal/complaints), which forms part of the Terms.
6. The Seller does not give a guarantee within the meaning of the Polish Civil Code. The approach described in paragraph 3 is how complaints are handled and does not limit a Consumer's rights in respect of a lack of conformity of the Product with the Contract.

§ 13. Sole trader with consumer rights

1. The provisions on the right to withdraw from a distance contract and on lack of conformity of goods with the contract that apply to consumers (Article 7aa of the Polish Consumer Rights Act) apply to a Sole trader with consumer rights, as does protection against unfair contract terms (Article 385^5 of the Polish Civil Code).
2. Whether the Contract is of a professional nature for the Customer is determined in particular by the subject of their business disclosed in CEIDG. Assigning the Account to the "Business" Price level does not determine the nature of the Contract. Provisions of the Terms for Business customers (§ 14–17 and the provisions of § 18 marked as applying to Business customers) that conflict with these rules do not bind a Sole trader with consumer rights.

§ 14. Provisions for Business customers

1. This section and § 15–17 apply only to Business customers.
2. Business customers have no statutory right to withdraw from a distance contract. Catalogue products may be returned only with the Seller's consent, on terms agreed in documentary form.
3. Under Article 558 § 1 of the Polish Civil Code, the parties exclude the Seller's liability under the statutory warranty for defects (rękojmia). Complaints from Business customers are handled under the contractual procedure set out in "Complaints".
4. The Seller's liability to a Business customer on any legal basis is limited to the net value of the order to which the damage relates and does not cover lost profits or indirect damage, including contractual penalties agreed by the Customer with its own customers. This limitation does not apply to damage caused intentionally or to liability that cannot be excluded under mandatory provisions of law.
5. On handover of the Product to the carrier, the benefits and burdens and the risk of accidental loss of or damage to the Product pass to the Business customer, unless the parties have agreed a different delivery rule (e.g. Incoterms® 2020).
6. The Products remain the property of the Seller until the full price has been paid (Article 589 of the Polish Civil Code).
7. In the event of late payment, the Seller is entitled to statutory interest for late payment in commercial transactions and compensation for debt recovery costs under the Polish Act of 8 March 2013 on counteracting excessive delays in commercial transactions. The Seller may suspend further orders until the overdue amount is paid.
8. A Business customer inspects the Product promptly after delivery. Quantity shortfalls and visible defects must be reported within 5 Working days of delivery, and hidden defects within 14 days of their discovery, but no later than 12 months after delivery.
9. The Seller is not liable for delay in performing or failure to perform the Contract caused by force majeure, in particular decisions of public authorities, infrastructure failures, weather events and delays by carriers or suppliers beyond the Seller's control. The lead time is then extended accordingly.
10. A Business customer is responsible for choosing a Custom print suitable for use in its own products and for ensuring those products meet the requirements that apply to them, unless the Seller has confirmed in documentary form that the print is suitable for a specific use.
11. A Business customer who has provided a File or other content for printing indemnifies the Seller against liability to third parties for infringement of their rights by that content and covers the reasonable costs of defending such claims.
12. A Business customer from a country other than Poland is responsible for checking whether the Product meets any specific requirements in the country where it will be used and informs the Seller of them before the Contract is concluded.

§ 15. Business account and the "Business" Price level

1. A Customer who saves company details in their Account may receive the "Business" Price level. The Customer then sees net prices and receives invoices for orders in the company's name.
2. Before assigning the Price level, the Seller verifies the company, in particular by checking the VAT number in the VIES system or the Polish VAT taxpayer register, the details in the National Court Register (KRS) or CEIDG, whether the company name matches, the company's website and the domain of the e-mail address. Verification and assignment of the Price level may be automated. Unclear cases and refusals are reviewed by a member of the Seller's staff.
3. The Seller informs the Customer by e-mail when the Price level has been assigned. Prices from the new Price level apply to orders placed after it is assigned.
4. The Seller may refuse to assign a Price level or change it if the details provided by the Customer turn out to be untrue or out of date, the verification is negative, or the Customer breaches the Terms. The Seller informs the Customer of the change by e-mail. The change does not affect orders placed earlier.
5. Individual pricing terms granted to a Business customer (e.g. an agency or wholesale buyer, § 17 and § 18) are confidential. The Customer must not publish them or disclose them to third parties.

§ 16. Businesses, public procurement and trade credit

1. Businesses can buy in the Shop by entering the company name and tax ID or EU VAT number at checkout, or ask for a quote through the Custom quote (https://fabbyprints.com/en/custom-quote) form or at office@fabbyprints.com.

2. In response to requests for quotation, including public procurement procedures and requests below the statutory thresholds, the Seller submits an offer in the form and within the time specified by the contracting authority. If the contracting authority does not specify a period, the offer is binding for 30 days from submission. If the procurement documents or the public contract deal with a matter differently from the Terms, those documents prevail.
3. The Seller issues invoices through KSeF, with the buyer and recipient details specified by the contracting authority, and — where required by law or the contract — through the Electronic Invoicing Platform (PEF). Invoices for which the law requires it are marked "split payment mechanism" (mechanizm podzielonej płatności).
4. Public bodies, like other Customers, pay 100% of the price in advance, unless an agreement concluded with them (in particular an agreement concluded following a public procurement procedure) or trade credit granted (paragraph 5) provides otherwise. The payment period provided for in such an agreement may not exceed the period permitted by law (as a rule, 30 days from delivery of the invoice).
5. A Business customer may submit an electronic trade credit application from its Account, on the Trade credit (https://fabbyprints.com/en/trade-credit) page, together with company documents, including financial documents. The Seller assesses the application with the help of a financing partner (a factoring company or trade credit insurer), to which it may pass on the data and documents from the application for this purpose — with the consent given by the Customer in the application. The Seller may grant trade credit, refuse it, or make it conditional on security being provided (e.g. a promissory note). The credit limit and payment period are set out in a separate agreement concluded in documentary form; until it is concluded, every order is payable in advance. The Seller may change or withdraw the credit limit, in particular in the event of late payments; it informs the Customer by e-mail, and orders placed afterwards are payable 100% in advance.
6. At a Business customer's request, the Seller provides the available documents on the materials used (e.g. the filament manufacturer's technical data sheets) and signs an acceptance report.

§ 17. Advertising agencies and designers

1. An advertising agency, graphic or design studio, print shop or other intermediary ordering Products for its own customers (the "Agency") may ask for a wholesale quote and individual terms of cooperation (§ 18).
2. An Agency may order delivery directly to its customer by entering the customer's address as the delivery address. At the Agency's request, we pack the Products in plain white boxes, and the parcel contains no invoice, prices or Seller marketing material — the invoice is sent only to the Agency, by e-mail. Marking Products or packaging with the Agency's brand (e.g. with a sticker or insert) must be agreed in the quote. The shipping label shows the sender details and return address required by the carrier.
3. The Product or packaging keeps the markings required by law, in particular the manufacturer's details and safety warnings (Regulation (EU) 2023/988 on general product safety). An Agency that places a Product on the market under its own name or trade mark takes on the manufacturer's obligations under those rules.
4. The Seller does not contact the Agency's customers for direct sales, unless the Agency consents or the Agency's customer approaches the Seller independently of the job in question.
5. The Seller processes the personal data of the Agency's customers provided for delivery (name, address, telephone) and personal data contained in Files provided by the Agency on the Agency's behalf, solely to fulfil the order, deliver it, settle accounts and handle complaints. This paragraph constitutes a data processing agreement within the meaning of Article 28 GDPR. The Seller ensures the confidentiality and security of the data, uses sub-processors only to the extent necessary (carriers, hosting and IT providers), notifies the Agency of any personal data breach without undue delay, and deletes the data once the order has been completed, except for data it must keep by law and Files kept in accordance with § 7(11).
6. The Agency is responsible for Files and content provided for printing and for its customer's consents, in the same way as the Customer under § 7(7), and § 14(11) applies accordingly.

§ 18. Series, wholesale and custom quotes

1. The Seller carries out the following in particular on the basis of a custom quote: series and wholesale orders, branded gadgets, printing without a ready File (to a design, photo, sketch or dimensions), designing a model from scratch, and Products available on request. A request can be sent through the Custom quote (https://fabbyprints.com/en/custom-quote) form or to office@fabbyprints.com.
2. A quote is binding for the period stated in it or, if none is stated, for 14 days, subject to the availability of materials. The Contract is concluded when the Seller confirms the order in documentary form (e.g. by e-mail). A quote for a Consumer states whether the Product ordered is a Custom print and whether the right of withdrawal applies to it.
3. Before producing a series, the Seller may make a sample for approval; the terms and cost of the sample are stated in the quote. A series made in accordance with the approved sample conforms to the Contract as regards the features the sample shows.
4. The Seller fulfils orders based on a quote after the full price has been paid in advance. For series, the quote may provide for a deposit before production starts and the balance before dispatch. Deferred payment is possible only for a Business customer under trade credit granted (§ 16(5)), which the Seller may make conditional on security.
5. For Business customers: the delivery rule is set out in the quote (e.g. DAP place of delivery under Incoterms® 2020), and if the

quote does not specify one, § 14(5) applies; changing or cancelling an order after the Contract is concluded requires the Seller's consent, and the Customer then covers the costs already incurred, up to the value of the order; the parties may conclude a separate framework agreement, which takes precedence over the Terms.

§ 19. Out-of-court dispute resolution

1. A Consumer may use out-of-court methods of handling complaints and pursuing claims, in particular the help of a municipal or district consumer ombudsman, consumer organisations and the permanent consumer arbitration courts at the regional inspectorates of the Trade Inspection. Information and a list of bodies: polubowne.uokik.gov.pl.
2. A Consumer from another EU country may ask the European Consumer Centre in their country for help (in Poland: konsument.gov.pl).
3. Using these methods is voluntary. The Seller does not undertake in advance to take part in out-of-court consumer dispute resolution proceedings. If it does not accept a Consumer's complaint, it states in its reply whether it agrees to take part in such proceedings.

§ 20. Personal data

The Seller is the controller of Customers' personal data. The rules on data processing, including data contained in Files, and on cookies are set out in the Privacy and cookie policy (https://fabbyprints.com/en/legal/privacy).

§ 21. Accessibility

The Seller makes efforts to keep the Shop easy to read and use on computers and phones, including with a keyboard and screen readers. Details, known limitations and how to report barriers are set out in the Accessibility statement (https://fabbyprints.com/en/legal/accessibility). If you have difficulty using the Shop, write to office@fabbyprints.com or call +48 22 113 14 16 — we will give you information about the Products, quote your File and take your order another way, on the same terms.

§ 22. Final provisions

1. The Terms are available free of charge at a permanent address in the Shop in a form that allows them to be downloaded, saved and printed.
2. Contracts are governed by Polish law. This choice of law does not deprive a Consumer of the protection afforded by the mandatory provisions of the country in which they have their habitual residence.
3. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to Contracts with Business customers. Disputes with Business customers are resolved by the court having jurisdiction over the Seller's place of business.
4. The Seller may amend the Terms for valid reasons, in particular a change in the law, the product range or the payment and delivery methods. An amendment does not affect Contracts concluded before it takes effect. The Seller informs Customers with an Account of the amendment by e-mail at least 14 days before it takes effect. A Customer who does not accept the amendment may terminate the Account contract.
5. The Terms and the other documents are available in Polish and English. The Contract is concluded in the language of the version of the Shop in which the Customer places the order. The English version is a translation of the Polish version. In the event of any discrepancy, the Polish version prevails for Business customers, and for Consumers any ambiguity is interpreted in their favour.
6. The following form part of the Terms: "Delivery and payment", "Returns and withdrawal" (with the model withdrawal form), "Complaints" and "Seller information". Data protection rules are set out in the "Privacy and cookie policy".