

Terms and Conditions – Gabi-Latex Online Store

1. General Provisions

1. The online store Gabi-Latex, operating at <https://gabi-latex.com> (hereinafter referred to as the “Store”), is run by:

ANDRZEJ STASZEL Gabi-LTX, based at 34-512 Witów 129, Poland.

NIP: 7361655683, REGON: 364239029.

2. Contact: Email: gabilatexx@gmail.com

3. These Terms and Conditions define the rules for using the Store, placing orders, the rights and obligations of the parties, complaint procedures, withdrawal rights, and final provisions.

2. Definitions

Client – any natural or legal person using the Store.

Consumer – a natural person making a purchase not directly related to their business or professional activity.

Order – a declaration of intent by the Client aimed at concluding a sales contract.

Product – a tangible item offered in the Store (e.g. latex clothing and accessories).

Sales Contract – a contract concluded between the Store and the Client.

Completion Time – the time required to prepare and ship the ordered product.

3. Offer and Orders

1. The Store presents descriptions, photos, prices, and availability of products.

2. All products are made-to-measure (custom-made). Clients must provide accurate measurements according to the Store’s instructions.

3. Orders are placed via the Store’s online form, including product selection, measurements, payment method, and delivery address.

4. After placing an order, the Client will receive an email confirmation.

5. The Store reserves the right to refuse an order (e.g. impossible measurements, material unavailability, or pricing errors). The Client will be notified immediately.

4. Prices and Payments

1. All prices are gross (including VAT) and displayed in PLN or EUR.

2. Delivery costs are added to the total order price and shown before finalizing the purchase.

3. Accepted payment methods: bank transfer, online payment (PayPal or other systems), credit/debit card, or cash on delivery (if available).

4. Failure to pay within the specified time may result in order cancellation.

5. Order Fulfillment and Delivery

1. The average production and preparation time is 14 business days from the moment payment is confirmed, provided that measurements and materials are correct and available.
2. Delivery time depends on the selected shipping method and destination.
3. Products are shipped to the address provided by the Client.
4. The Client should inspect the package upon delivery and report any damages to the courier and to the Store immediately.

6. Right of Withdrawal and Returns

1. Under Polish consumer law, Consumers have the right to withdraw from a distance contract within 14 days of receiving the product, except for custom-made or personalized products.
2. To exercise this right, the Consumer must notify the Store (e.g. via email) before the 14-day period expires.
3. Returned items must be sent back within 14 days from the date of withdrawal notice.
4. Return shipping costs are borne by the Consumer unless agreed otherwise.
5. Refunds will be issued within 14 days after receiving the returned item or proof of shipment, using the same payment method.
6. Custom-made products are non-returnable unless defective.

7. Complaints and Warranty

1. The Store is responsible for any physical or legal defects of the product (statutory warranty).
2. Complaints should be submitted via email with a description of the defect, photos, and order details.
3. The Store will respond within 14 days of receiving the complaint.
4. If the complaint is accepted, the Store will repair, replace, reduce the price, or refund the product.
5. Warranty (if applicable) covers only defects resulting from production issues, not from misuse, improper cleaning, or exposure to chemicals.

8. Copyright and Intellectual Property

1. All photos, descriptions, and designs available in the Store are protected by copyright and cannot be used without permission.
2. Ownership of the product transfers to the Client upon full payment and delivery.

9. Personal Data Protection

1. The Store processes personal data in compliance with GDPR and its Privacy Policy.
2. Data is used to fulfill orders, issue invoices, contact clients, and for marketing purposes (with consent).
3. Clients have the right to access, correct, delete, or restrict processing of their personal data in accordance with applicable law.

10. Final Provisions

1. The Store reserves the right to modify these Terms and Conditions without affecting orders already placed.

2. In matters not covered by these Terms, Polish law shall apply.

3. Any disputes will be resolved by the competent Polish court in accordance with applicable regulations.