Terms and Conditions of the SAPA online shop

sapa-patterns.com · effective from 19 October 2026

This is an English translation of the Polish Terms and Conditions (Regulamin). In the event of any discrepancy, the Polish version prevails, without prejudice to the protection granted to consumers by the mandatory laws of their country of habitual residence.

§ 1. General provisions

1. The SAPA online shop, available at sapa-patterns.com (the "Shop"), is operated by SAPA-KOWAL Spółka z ograniczoną odpowiedzialnością (limited liability company) with its registered office in Świdnica, Plac Św. Małgorzaty 13/5, 58-100 Świdnica, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 9th Commercial Division of the National Court Register, under KRS number 0001053461, NIP (tax ID) 8842821078, REGON 526137111, share capital PLN 5,000 (the "Seller").
2. Contact with the Seller: e-mail hello@sapa-patterns.com and the contact form in the Shop (sapa-patterns.com/kontakt).
3. These Terms and Conditions set out the rules for using the Shop, the provision of electronic services, the conclusion of contracts for the supply of digital content (digital sewing pattern files and cutting layouts), the licence granted to the Customer, withdrawal from the contract and complaints.
4. The Terms and Conditions are made available free of charge in the Shop in a form that allows them to be downloaded, saved and printed, and are sent to the Customer in PDF format in the message confirming the order.

§ 2. Definitions

1. Customer — a natural person, legal person or organisational unit without legal personality to which the law grants legal capacity, using the Shop.
2. Consumer — a Customer who is a natural person concluding a legal transaction with the Seller that is not directly related to their business or professional activity.
3. Sole trader with consumer rights — 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 that person, resulting in particular from the subject of their business activity as disclosed under the provisions on the Central Register and Information on Economic Activity (CEIDG). The provisions of these Terms and Conditions concerning Consumers apply to such a person to the extent provided by law (right of withdrawal, liability for lack of conformity with the contract, prohibited clauses).
4. Product / File — digital content in the form of an electronic sewing pattern or cutting layout file (e.g. DXF, PLT) together with auxiliary files (e.g. RUL, JPG, PNG, PDF), supplied without a tangible medium.
5. File type — the variant of the Product chosen at purchase (DXF or PLT); the Customer receives all files of the chosen type in the full size range stated in the Product description.
6. Account — an electronic service giving access to the order history and allowing Files to be downloaded again.
7. Free pattern — a Product made available free of charge to logged-in users.
8. Licence — a non-exclusive right to use a File on the terms set out in § 9.

§ 3. Technical requirements and compatibility

1. To use the Shop you need: a device with internet access, an up-to-date web browser with JavaScript and the cookies necessary for the Shop to work enabled, and an active e-mail address.
2. To use the Files you need software or a device that supports the given format:
   a) DXF — a file in the DXF-AAMA standard (base size) with an RUL grading table (ANSI/AAMA-292-B), metric units (mm). It requires garment CAD software that imports DXF-AAMA together with the RUL file (e.g. Gerber AccuMark, Lectra Modaris, Optitex, Assyst, InvenTex, CLO3D). The files are prepared in InvenTex PDS.

Software without RUL support (e.g. general-purpose CAD or graphics software) will open the base size only, without grading.

b) PLT — a file in the HP-GL language for plotters and large-format printers, scale 1:1 (1 unit = 0.025 mm); the print width is stated in the file description.

3. The Files contain a 10 × 10 cm control square — check its size on the printout before cutting.
4. The content of the File, the size range and compatibility are described on the Product page ("Compatibility" section). Before buying, the Customer can check whether the file format works in their software by downloading a Free pattern.
5. The Customer may not provide unlawful content to the Shop.

§ 4. Electronic services

1. The Seller provides the following free of charge: browsing the Shop, the Account, Free patterns, a newsletter (only after separate consent has been given) and the contact form.
2. The Account contract is concluded at the first login (a login link sent by e-mail or a Google account) for an indefinite period. The Customer may terminate it at any time by sending a message to hello@sapa-patterns.com; the Account will be deleted, except for data that the Seller must keep under the law (e.g. tax law).
3. The newsletter contract is concluded when consent is given; the Customer may terminate it at any time by clicking the unsubscribe link in a message or by writing to hello@sapa-patterns.com.
4. Complaints about electronic services are handled in accordance with § 11.

§ 5. Orders and conclusion of the contract

1. Orders can be placed 24 hours a day, with an Account or without registration.
2. To place an order, the Customer: adds Products (with the chosen File type) to the cart, accepts the Terms and Conditions, gives the consent described in § 8(2), then proceeds to payment handled by Stripe and confirms the order with a button indicating an obligation to pay.
3. The contract is concluded when the payment has been successfully made. The Seller confirms the conclusion of the contract by e-mail, to which the Terms and Conditions are attached in PDF format (durable medium).
4. A Customer who is an entrepreneur may mark the purchase as a business purchase on the payment page and provide the company name, address and tax number (for companies from other EU Member States — the EU VAT number). These details are added to the order and used to issue an invoice.

§ 6. Prices and payments

1. Prices are given in Polish złoty (PLN) and are final prices. The Seller is exempt from VAT under Article 113(1) of the Polish VAT Act, therefore the prices do not include VAT.
2. Payments are handled by Stripe Payments Europe Ltd.: payment card, BLIK, Przelewy24 (the availability of methods may depend on the Customer's country and bank). The Seller has no access to full card details.
3. Proof of purchase is the e-mail confirmation and the payment confirmation. At the Customer's request, the Seller issues an invoice: for Customers from Poland without VAT (subjective exemption), for companies from other European Union Member States with the annotation "reverse charge". The request can be made by providing the company details at payment or by writing to hello@sapa-patterns.com.

§ 7. Supply of Files

1. Files are supplied immediately after the payment has been received — by making download links available in an e-mail and in the "My purchases" section after logging in with the e-mail address given with the order. The Files are deemed supplied when the download links are made available.
2. Files can be downloaded repeatedly for 12 months from the purchase. The Customer should save the Files on their own device.

3. If, after this period but within the Seller's liability for conformity with the contract (§ 10), the Customer needs access again, the Seller will make the Files available again upon request sent to hello@sapa-patterns.com.

1. If the Files have not been supplied, the Customer may call on the Seller to supply them; if the Seller does not supply them immediately or within an additional period, the Consumer may withdraw from the contract (Article 43h of the Polish Consumer Rights Act).

§ 8. Right of withdrawal

1. A Consumer and a Sole trader with consumer rights may withdraw from a contract for the supply of digital content within 14 days of its conclusion without giving any reason, subject to paragraph 2.
2. The right of withdrawal does not apply if performance has begun with the Consumer's express and prior consent, given before the end of the withdrawal period, after the Seller has informed the Consumer that they will lose this right, the Consumer has acknowledged this, and the Seller has provided the Consumer with a confirmation on a durable medium (Article 38(1)(13) of the Polish Consumer Rights Act). Consent is given by ticking a separate box in the cart before proceeding to payment; its confirmation (date and time) is included in the order e-mail. The right of withdrawal expires when the download links are made available, regardless of whether the File has been downloaded.
3. If the Consumer has not given the consent referred to in paragraph 2, they have the right of withdrawal under paragraph 1. To exercise it, it is sufficient to send a statement (e.g. using the form in Annex 1) to hello@sapa-patterns.com before the 14 days expire. The Seller refunds the payment immediately, no later than within 14 days, using the same payment method. After withdrawal, the Consumer may not use or share the Files, and the Seller may prevent further downloads.
4. Customers who are neither Consumers nor Sole traders with consumer rights have no right of withdrawal.

§ 9. Licence

1. The Seller holds the author's economic rights to the Files (to the extent they constitute works) and other rights to them, including to the designs. The sale of a File does not transfer these rights — upon payment, the Seller grants the Customer a non-exclusive, non-transferable licence, unlimited in time and territory, without the right to grant sublicences, covering: saving the File on the Customer's devices and making backup copies; opening and modifying the File in software for the Customer's own needs (e.g. fitting, grading, laying out on fabric); printing and making paper patterns; sewing garments according to the File.
2. The Customer may use garments sewn according to the File for their own purposes and sell them without a limit on the number of pieces.
3. The licence covers use by one Customer — in the case of a company: by its employees and contractors, without a limit on workstations. The licence does not cover other entities, including those related to the Customer (e.g. companies of the same group, franchisees) — each of them needs its own licence.
4. A Customer who is an entrepreneur may pass the File to a subcontractor (e.g. an external sewing or cutting room) solely for the purpose of making garments ordered by the Customer. The subcontractor may not use the File for any other purpose or pass it on; the Customer is liable for the subcontractor's actions as for its own.
5. In particular, it is prohibited to: resell, share, publish or distribute the Files or modified versions of them (also free of charge and in parts), make them available on pattern websites, use the Files to create and sell competing pattern collections, or use them to train artificial intelligence systems.
6. Free patterns are made available under the same licence unless the description of the Free pattern states otherwise.
7. The Seller may not terminate the Licence, except in the event of a serious breach of its terms by the Customer (in particular sharing or reselling the Files) — the Seller may then terminate the Licence with immediate effect, and the Customer deletes the Files. Garments made before termination may be sold.

§ 10. Conformity with the contract and Product complaints

1. The Seller is liable to the Consumer and the Sole trader with consumer rights for any lack of conformity of the Files with the contract that exists at the time of supply and becomes apparent within 2 years from that time, in accordance with Chapter 5b of the Polish Consumer Rights Act. A lack of conformity that becomes apparent within one year of supply is presumed to have existed at the time of supply, unless the Seller proves otherwise.
2. A lack of conformity with the contract includes in particular: damage to the File preventing it from being opened in software meeting the requirements of § 3; missing sizes, pieces or files listed in the description; supply of a File of a different Product; construction errors (e.g. pieces do not fit together); dimensions not matching the Product's size chart.
3. The characteristics of the Product — style, size range, dimensions, package contents and technical requirements — are determined by the description on the Product page at the time of purchase and by § 3.
4. The Seller is not liable for a lack of conformity if the Customer's digital environment (software, its version and settings, plotter) is not compatible with the technical requirements of § 3 and of the Product page, of which the Seller informed the Customer clearly and comprehensibly before the contract was concluded (Article 43l of the Polish Consumer Rights Act).
5. Problems arising after supply for reasons unrelated to the File, in particular as a result of setting a different scale or units than stated in the description or errors in printing, cutting or sewing, are not defects of the File. The 10 × 10 cm control square in the file is provided for checking the scale.
6. A Free pattern serves only to check whether the file format works in the Customer's software. It is not a trial version of a purchased Product — the cut, size range and contents may differ.
7. The Customer cooperates with the Seller to a reasonable extent to establish whether the problem is caused by the File or by the Customer's digital environment — in particular by stating the name and version of the software or the plotter model. If the Consumer, despite having been informed of this obligation, does not cooperate, the burden of proving that the lack of conformity existed at the time of supply rests with the Consumer (Article 43l of the Polish Consumer Rights Act).
8. In the event of a lack of conformity, the Consumer may demand that the File be brought into conformity with the contract (e.g. by sending a corrected File). The Seller may refuse if this is impossible or would involve disproportionate costs.
9. The Consumer may declare a price reduction or withdrawal from the contract if: bringing the File into conformity is impossible or would involve disproportionate costs; the Seller has not brought the File into conformity within a reasonable time; the lack of conformity persists despite an attempt to remedy it; the lack of conformity is so serious that it justifies an immediate price reduction or withdrawal; or it is clear from the Seller's statement or the circumstances that the Seller will not bring the File into conformity within a reasonable time or without significant inconvenience. The Consumer may not withdraw from the contract if the lack of conformity is minor.
10. The Seller refunds the amount due immediately, no later than within 14 days of receiving the statement, using the same payment method. After withdrawing from the contract, the Consumer refrains from using and sharing the Files, and the Seller may prevent further downloads.
11. How to make a complaint: by e-mail to hello@sapa-patterns.com (or by replying to the order message), stating: the e-mail address used for the order (or the order number), the Product and File type, a description of the problem, the name and version of the software or the plotter model, and the expected solution. We recommend attaching a screenshot. Missing details do not result in the complaint being rejected.
12. The Seller responds to a Consumer's complaint within 14 days of its receipt — by e-mail.
13. With regard to Customers who are neither Consumers nor Sole traders with consumer rights:
    a) the Seller's liability under the statutory warranty for defects (rękojmia) is excluded (Article 558 § 1 of the Polish Civil Code); instead, if the Customer reports a defect in the File within 12 months of purchase, the Seller will provide a corrected File within 30 days of the report and, if this is not possible, will refund the price paid for the Product concerned;

b) before starting production, the Customer checks the File, in particular the scale (control square) and the fit of the pieces, e.g. on a printout or a sewn prototype;

c) the Seller's liability for damages covers only actual loss and is limited to the price paid for the Product concerned; the Seller is not liable for lost profits or for the costs of materials and production incurred without the check referred to above;

d) the above limitations do not apply to damage caused intentionally or through gross negligence, or where the Seller fraudulently concealed the defect (Article 473 § 2 and Article 558 § 2 of the Polish Civil Code).

§ 11. Complaints about electronic services

Complaints about the operation of the Shop, the Account, Free patterns or the newsletter can be sent to hello@sapa-patterns.com. The Seller responds within 14 days.

§ 12. Out-of-court dispute resolution

A Consumer may seek assistance from a district (municipal) consumer ombudsman or consumer organisations and may apply to the Provincial Inspectorate of Trade Inspection for mediation. Information: www.uokik.gov.pl. Using these methods is voluntary.

§ 13. Personal data

The rules for processing personal data are set out in the Privacy Policy (sapa-patterns.com/en/prywatnosc).

§ 14. Changes to the Terms and Conditions and final provisions

1. The Seller may change the Terms and Conditions for important reasons (change in the law, change in the method of payment or supply, change in the scope of services). Changes do not apply to contracts concluded before they take effect. The Seller informs Customers of changes to the terms of continuous services (Account, newsletter) by e-mail at least 14 days in advance; the Customer may terminate the contract before that date.
2. Polish law applies to matters not regulated herein. The choice of Polish law does not deprive a Consumer from another country of the protection afforded by the mandatory provisions of the law of the country of their habitual residence.
3. Disputes with Customers who are neither Consumers nor Sole traders with consumer rights are settled by the court having jurisdiction over the Seller's registered office.

Annex 1 — model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: SAPA-KOWAL sp. z o.o., Plac Św. Małgorzaty 13/5, 58-100 Świdnica, Poland, hello@sapa-patterns.com

I/We(*) hereby give notice that I/We(*) withdraw from my/our(*) contract for the supply of the following digital content: ……

Date of conclusion of the contract: ……

Name of consumer(s): ……

E-mail address used for the order: ……

Date: ……

(*) Delete as appropriate.