Terms of Use

make.8merch.com · Version of 3 November 2026

Last updated: 3 November 2026

1. Who we are and definitions

1.1. make.8merch.com is operated by **8MERCH Sp. z o.o.**, Królewska 57, 30-081 Kraków, Poland, KRS 0000404155 (District Court for Kraków-Śródmieście in Kraków, XII Commercial Department), NIP/VAT PL6772365762, REGON 122461979, share capital PLN 5,000.00; email **services@8merch.com** (the "**Company**", "**we**"). The Company is the contracting party and issues the invoice for every Order, wherever the Client is located, including Clients in the United Kingdom and the United States.

1.2. In these Terms:

- **Platform** — the website make.8merch.com with the configurator (/vinyl), the client portal (/account) and related emails.
- **Client** — a company, organisation or natural person that uses the Platform or places an Order for its business or professional activity (section 2.2), for example a record label, artist or band, manager, distributor or mastering studio, including natural persons who do not run a registered business.
- **User** — a natural person, at least 18 years old, using the Platform on behalf of a Client, including Team Members.
- **Account** — the Client's account in the client portal.
- **Team Member** — a User given access to a Client's Account by another User of that Account.
- **Product** — vinyl records, printed packaging and other goods configured on the Platform.
- **Services** — all services we provide to fulfil an Order (including mastering checks, artwork checks, test pressings, storage and shipping), and the electronic services of the Platform itself.
- **Materials** — audio masters, artwork, text, release information and any other files or content the Client provides.
- **Quote** — the price and specification shown in the configurator or sent by us.
- **Order** — a legally binding contract between the Company and the Client for Products and/or Services, including its specification, formed as set out in section 5.

2. Scope and who can use the Platform

2.1. These Terms govern the use of the Platform and every Order placed through it. By using the Platform or placing an Order, the Client and its Users accept these Terms.

2.2. **Professional use only.** The Platform is intended exclusively for Orders connected with the Client's business or professional activity, such as releasing, selling, distributing or promoting music. Natural persons acting in this capacity, such as independent artists, may use it even if they do not run a registered business. Products are made to the Client's specification and cannot be resold to anyone else, so the Platform is not offered to consumers buying for private purposes. When placing each Order, the User confirms that the Order is placed for the Client's business or professional activity; an Order cannot be submitted without this confirmation. A User who acts for a Client confirms that they are authorised to bind it. We may decline an Order if we have reason to believe it is placed for private purposes.

2.3. **Mandatory law.** If, despite the confirmation in section 2.2, mandatory consumer protection law applies to an Order, nothing in these Terms excludes or limits the rights the Client has under that law. Any provision that would do so does not apply to that extent, and the rest of these Terms remains in force.

2.4. **Sole traders.** If the Client is a natural person running a business in Poland and the Order does not have a professional character for them (in particular in light of the business activities recorded in CEIDG), the provisions on abusive clauses, the right of withdrawal and the lack of conformity of goods apply to them as to consumers (Art. 385^5, 556^5 and 576^5 of the Polish Civil Code and Art. 38a of the Polish Consumer Rights Act). Products made to the Client's specification are not subject to the right of withdrawal (Art. 38(1)(3) of the Polish Consumer Rights Act).

2.5. The contract between the Company and the Client consists of, in order of precedence: (1) the Order specification confirmed by us; (2) these Terms; (3) the Copyright Declaration and our Artwork Preparation Guidelines and Master Preparation Guidelines, available on the Platform or on request. Orders placed through the Platform are governed only by these Terms; terms and conditions of the Company's other services, including those of 8merch.com, do not apply to them. The Client's own general terms do not apply, even if referred to in its documents.

2.6. **Technical requirements.** To use the Platform you need: an internet connection; a current version of Chrome, Firefox, Safari or Edge with JavaScript and local storage enabled; and an email account that can receive our codes. Uploading large audio and artwork files requires a stable connection.

2.7. Using the Platform is free of charge. Charges arise only from Orders.

3. Access, Accounts and Team Members

3.1. **Private access.** Until the public launch on 16 November 2026, the configurator is open only to Users who enter their email and the one-time code we send to it. We may grant, limit or end private access at our discretion.

3.2. **Account.** To place and manage Orders, a User creates an Account for the Client and gives accurate, complete and current details, including the Client's legal or full name, address and, where it has one, VAT number. The User must keep these details up to date in the portal.

3.3. **Signing in and security.** Signing in requires a password and a one-time code sent by email. Users must keep their password and codes confidential, must not share an individual login with other people, and must tell us at once at services@8merch.com if they suspect unauthorised access.

3.4. **Team Members.** A User may add Team Members to the Account and give them roles. The Client is responsible for whom it adds and for everything done through its Account, including approvals, Orders and payments made by its Team Members, as if done by the Client itself. The Client should remove a Team Member promptly when that person should no longer have access.

3.5. **Ending the use of the Platform.** A User may stop using the Platform at any time. The Client may close its Account by writing to services@8merch.com; Orders already placed remain binding and are completed under these Terms. The agreement for the Platform's electronic services ends when the Account is closed or, for Users without an Account, when they leave the Platform.

3.6. We may suspend or close an Account as described in section 10.

4. Configurator, Quotes and prices

4.1. The configurator calculates a Quote from the specification the User selects. A Quote is an invitation to place an Order, not an offer by the Company. A Quote is valid for 14 days from the moment it is shown or sent, unless it states otherwise.

4.2. Prices in the configurator are shown net of VAT, in the currency displayed. Unless the Quote states otherwise, they do not include packing, loading and shipping, nor the preparation of artwork or audio masters, which the Client supplies or orders from us as a separate Service. Before the Client submits an Order, the order summary shows the total price, including VAT and other taxes calculated for the delivery country, shipping and all other charges, or, where they cannot be calculated in advance (for example import duties, section 6.5), the fact that they may apply.

4.3. If the Client changes the specification, quantities, delivery details or other elements affecting the price, we will issue a new Quote. We may correct an obvious error in a Quote (for example a technical or calculation error) before we confirm the Order.

4.4. **Visualisations.** Colours, discs, sleeves and mockups shown on the Platform are digital visualisations. Screens display colours differently, and vinyl, inks and paper behave differently from a screen; the finished Product may therefore differ in colour, pattern and appearance, especially for coloured, marbled, splatter and picture discs. Colour effects are approximate and every coloured or effect disc is unique. The approved specification, not the visualisation, determines what we produce.

4.5. **Use of mockups.** The Client may use mockups generated for its project to promote its own release, including in stores, on social media and in presentations to distributors. Mockups contain the Client's Materials; the Client remains responsible for its rights to those Materials.

4.6. **Pricing calculator.** The break-even and retail-price calculator is a tool for the Client's own estimates. Its results are illustrative only and are not financial, tax or business advice.

5. Orders, approvals and production

5.1. **Placing an Order.** Before submitting an Order, the Client sees a summary of the Products, Services, total price, delivery method and estimated lead time, and can correct any errors. The Client submits the Order by clicking a button marked "Order with obligation to pay" or similar wording. Submitting an Order is the Client's offer to buy the configured Products and Services at the Quote. The Order becomes binding once we confirm it by email (automatic confirmation or a message from our staff). The confirmation contains the Order specification, the payment due date and these Terms as a PDF attachment. We may decline an Order, in particular if the Materials or Client details are incomplete or the Order breaches section 8 or 10.

5.2. **Copyright Declaration.** Every Order featuring audio or video content requires a completed Copyright Declaration, given on the Platform or on the form we provide.

5.3. **Materials and approvals.** The Client uploads its Materials in line with our Artwork Preparation Guidelines and Master Preparation Guidelines. We prepare digital proofs of the artwork and, where applicable, the audio. The Client approves them in the portal. An approval given by any User of the Account is final and binding on the Client: files approved are deemed ready for production, and the Client bears the cost of changes requested after approval. The portal keeps a record of who approved

what and when.

5.4. **Test pressings.** Where the Order includes test pressings, we send them to the Client, who approves or rejects them in the portal within 14 days of delivery, giving reasons for any rejection. If the Client does not respond within that time, we will remind the Client once. If the Client still does not respond within a further 7 days, the test pressings are deemed approved. A rejection caused by the Client's Materials is a new production step at the Client's cost.

5.5. **Start of production.** We start production only after (a) receiving cleared payment as set out in section 6, and (b) all required approvals. If the Client fails to provide complete Materials or approvals, we are not obliged to fulfil the Order.

5.6. **Lead times.** Production and delivery dates shown on the Platform or sent by email are estimates, given in good faith, and are counted from the date we receive complete Materials, approvals and payment. We are not liable for delays and a delay does not entitle the Client to cancel the Order, unless the delay is caused by our gross negligence or wilful misconduct.

5.7. **Subcontractors.** We may use subcontractors, in particular pressing plants and printers, to produce the Products. We remain responsible to the Client for the Order under these Terms.

6. Payment, VAT and invoices

6.1. **How to pay.** Payments are processed by Stripe. The Client may pay through a Stripe payment link, or save a card or SEPA Direct Debit mandate in the portal. Bank transfer is possible on request. Payment is due in cleared funds before production starts, unless we have agreed payment terms with the Client in writing.

6.2. **Saved payment methods.** By saving a card or SEPA mandate, the Client authorises us to charge it for amounts due under Orders it has confirmed, including shipping and other charges shown in the Order specification. For SEPA Direct Debit, the Client agrees that we may notify it of each debit at least 2 days before collection, for example in the Order confirmation or invoice. Stripe's own terms apply to the payment method.

6.3. **Late payment.** We may grant regular Clients payment terms, agreed individually. If a Client pays late, we may, after warning the Client, suspend or cancel open Orders, demand immediate payment of all invoices, including those not yet due, charge statutory interest for late payment or, where the Polish Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions applies, interest for late payment in commercial transactions and the fixed compensation for recovery costs, and pass the debt to a collection agency or court, charging the costs of collection.

6.4. **VAT.** We charge VAT as required by law. For Clients registered for VAT in another EU member state, we apply the reverse charge if the VAT number is valid in the EU VIES system at the time of invoicing. For Clients in the EU without such a VAT number, we charge the VAT of the delivery country where the law requires it, settled through the EU One-Stop Shop (OSS), and otherwise Polish VAT. Clients must give a correct VAT number, if they have one, and tell us of any change.

6.5. **Duties and import taxes.** For deliveries outside the EU, import duties, taxes and customs fees in the destination country are paid by the Client, unless the Quote expressly includes them.

6.6. **Invoices.** We issue invoices electronically, including through the Polish National e-Invoicing System (KSeF) where the law requires it, and the Client agrees to receive invoices electronically. Where the law requires it, we also issue a fiscal receipt.

6.7. **Refunds.** Refunds, where due, are made to the original payment method through Stripe, or as a credit against future Orders if the Client agrees.

7. Delivery, risk and title

7.1. We deliver to the addresses given in the Order, including split deliveries to several addresses where the Client has chosen them. The Client is responsible for correct addresses and recipient details; extra costs caused by incorrect data are borne by the Client.

7.2. **Risk.** Risk of loss or damage passes to the Client when we hand the Products to the carrier (Art. 544 of the Polish Civil Code), unless the Order states a different Incoterm.

7.3. **Title.** Products remain the Company's property until the Order is paid in full.

7.4. **Inspection on delivery.** The Client must check the delivery in the presence of the courier and have any damage recorded in a damage report with the courier. Its claims for loss or damage in transit must reach us in writing, with details and photos, within **24 hours** of delivery, so we can claim against the carrier.

7.5. **Failed delivery.** If the Client does not accept a delivery and the Products are returned to us, the Client pays the costs of return and redelivery. If the Client does not arrange collection or redelivery within 60 days after our notice, we may store the Products at the Client's cost or, after a further written notice giving at least 14 days, sell or dispose of them; the price of the

Order remains due.

7.6. **Quantity tolerance.** Because of the nature of vinyl manufacturing, we may deliver more or fewer units than ordered within the limits below, which are shown again in the order summary before the Client submits an Order. We charge only for the units actually delivered: any shortfall is refunded; any surplus is invoiced at the Order's unit price.

Units ordered	Tolerance
1–499	±10%
500–2,999	±5%
3,000 and above	±3%

8. Materials, copyright and the Platform

8.1. **Ownership.** The Client keeps all rights in its Materials. We receive copies only; the Client must keep its own originals and must never send us its only copy.

8.2. **Client's warranties.** The Client warrants that it owns the Materials or holds valid licences to reproduce and distribute them in the Products, including any necessary mechanical reproduction licences from collecting societies (such as ZAiKS, MCPS or the Harry Fox Agency), and that the Materials and Products do not infringe any third party's intellectual property, personality or other rights or any law. On request, the Client will provide proof of these rights; we may suspend an Order until it does.

8.3. **Licence to us.** The Client grants us, and our subcontractors for the Order, a non-exclusive, royalty-free licence to store, copy, adapt for production (for example cutting lacquers, preparing proofs and print files) and reproduce the Materials, to the extent needed to perform the Order, keep an archive for re-orders and show the project to the Client's Users. We will not use the Materials or images of the Products in our own marketing without the Client's prior consent.

8.4. **Indemnity.** The Client will indemnify the Company against third-party claims, fines and reasonable costs (including legal fees) arising from the Materials or from a breach of section 8.2.

8.5. **Our checks.** Automatic checks of artwork and audio on the Platform are an aid only. We do not check the content of audio masters and are not responsible for errors in Materials that the Client approved.

8.6. **Storage of Materials.** We store approved Materials for at least 12 months after the Order so that the Client can re-order with the same files; a re-order with changed Materials is a new Order. After that we may delete them, as described in the Privacy Policy. We are not liable for loss of or damage to Materials.

8.7. **Illegal content.** Anyone may report content on the Platform they consider illegal to services@8merch.com, which is our single point of contact for users and authorities under Art. 11–12 of Regulation (EU) 2022/2065 (Digital Services Act); we communicate in English and Polish. A report should explain why the content is illegal, where it is, and give the reporter's name and email (except for reports concerning child sexual abuse). We will handle reports promptly, may block or remove the content or suspend the Order, and will tell the Client and the reporter our decision with reasons and how to challenge it.

8.8. **The Platform.** The Platform, including its software, configurator, pricing logic, design and our trademarks, belongs to the Company or its licensors. Users may use it only to configure and manage their own Orders. They may not copy, scrape, reverse-engineer or resell it, use automated tools to extract prices, or interfere with its security or operation.

9. Quality and complaints

9.1. **Notice periods.** The Client must notify us in writing, with clear evidence such as photos, videos or recordings:

Issue	Deadline
Loss or damage in transit	24 hours from delivery, with the courier's damage report (section 7.4)
Wrong quantity, beyond the tolerance in section 7.6	48 hours from delivery
Hidden defects	As soon as they become apparent, and no later than 30 days from delivery

If the Client does not notify us within these periods, the Products are deemed delivered in accordance with the Order.

9.2. **Remedies.** If a defect is confirmed and caused by us, we will, at our choice, repair or replace the defective Products, re-press

or reprint the affected part of the Order, or give a proportionate refund or credit. We may ask for the Products, or a sample, to be returned for inspection. Inspection is free; if the claim proves unjustified, the Client reimburses our costs.

9.3. **Not defects.** We are not responsible for: defects caused by the Client's Materials or approved proofs; characteristics inherent to vinyl within industry tolerances (for example light surface noise, minor visual marks, and variation in colour or pattern of coloured and effect discs, see section 4.4); natural wear, improper storage or handling; and insignificant deviations that do not affect normal use.

9.4. **Statutory warranty.** Subject to sections 2.3 and 2.4, the Company's liability under statutory warranty for defects (rękojmia, Art. 556 ff. of the Polish Civil Code) is excluded; the remedies in sections 9.2–9.3 replace it.

9.5. **Complaints about the Platform.** Complaints about how the Platform works can be sent to services@8merch.com, with a description of the problem. We will reply by email within 14 days.

10. Cancellation, acceptable use and suspension

10.1. **Cancellation before production.** The Client may cancel a confirmed Order by email until production starts. We will refund amounts paid less the costs already incurred, such as proofs, mastering or lacquer cutting, test pressings, and materials bought for the Order. After production starts, the Order cannot be cancelled and the full price is due.

10.2. **Acceptable use.** Users must not: provide false data or act for a Client without authority; upload Materials that are illegal or infringe third-party rights; upload malware; attempt to access other Clients' data or our admin systems; overload or test the security of the Platform without our written consent; or use the Platform in breach of these Terms.

10.3. **Suspension and termination.** We may suspend or close an Account, end private access, or suspend or cancel an Order, if a User breaches section 8 or 10.2, if the Client fails to pay, or where the law or an authority requires it. Where reasonable, we will warn the Client first and give it time to remedy the breach. We will inform the Client of the reasons. Amounts due for work already done remain payable.

10.4. **Availability.** We aim to keep the Platform available but do not guarantee uninterrupted operation. We may interrupt it for maintenance, updates or security reasons, and may change or withdraw features, provided this does not affect confirmed Orders.

11. Liability and force majeure

11.1. **Limits.** To the extent permitted by law, the Company's total liability towards the Client arising from an Order is limited to the net price of that Order, and its liability arising from use of the Platform outside an Order is limited to EUR 500. The Company is not liable for lost profits, lost revenue, lost sales opportunities, release-date or marketing costs, or indirect or consequential loss.

11.2. **No limit for wilful misconduct.** Nothing in these Terms limits liability for damage caused intentionally (Art. 473 §2 of the Polish Civil Code), or any other liability that cannot be limited by law.

11.3. **Force majeure.** We are not liable for failure or delay caused by events beyond our reasonable control, including war, terrorism, riot, epidemics, fire, flood, shortages of materials, failures of suppliers or pressing plants, accidents, strikes, power or internet outages, and acts of authorities. Dates are extended by the duration of the event. If the event lasts more than 90 days, either party may cancel the affected part of the Order, and we will refund payments for work not done.

11.4. **Carriers.** Deliveries are made by third-party carriers. Our liability for loss or damage in transit is limited to what we recover from the carrier under section 7.4.

12. Data protection, changes, law and disputes

12.1. **Personal data.** We process personal data as described in the make.8merch.com Privacy & Cookie Policy. Where the Client's Materials or Order contain personal data of third parties (for example artists' names and images, or recipient addresses), the Client confirms it may lawfully provide them to us for the Order.

12.2. **Changes to these Terms.** We may change these Terms for valid reasons, such as changes to the law, to the Platform, or to our services. We will publish the new version on the Platform and notify account holders by email at least 14 days before it takes effect. The Client may close its Account before then. Confirmed Orders remain governed by the version in force when they were confirmed.

12.3. **Governing law.** These Terms and every Order are governed by Polish law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

12.4. **Disputes.** The parties will first try to resolve disputes amicably. Disputes will be resolved by the common court competent for the Company's registered office in Kraków, subject to section 2.3.

12.5. **Communication and language.** We communicate with Clients by email and through the portal. These Terms are drafted in English; if they are translated, the English version prevails.

12.6. **Severability.** If any provision is found invalid, the rest remains in force, and the invalid provision is replaced by a valid one closest to its purpose.