

Terms and Conditions – D.E.T.AIL

By placing an order through or at www.D.E.T.AIL.com, you agree to the following terms regarding consultations, made-to-order garments, payment, production, and delivery.

D.E.T.AIL operates in accordance with Dutch law and applicable European Union regulations, including consumer protection legislation and the General Data Protection Regulation (GDPR).

Article 1. Definitions

Agreement

A binding commitment between the Customer and D.E.T.AIL to proceed with the creation of a garment. An Agreement is formed only when the Customer explicitly accepts the Offer. Preparatory Work and Production only begin only after the Agreement is formed and the required deposit has been received.

Consultation

A personalized online session in which the Customer's ideas, measurements, materials, and design direction are discussed. A fixed Consultation fee is paid in advance and is credited towards the total project price if the Customer proceeds with an order.

Customer

Any natural or legal person in the Netherlands commissioning a garment from D.E.T.AIL.

Custom Orders

Bespoke garments created uniquely for the Customer, incorporating personalized design elements, precise measurements, and custom adjustments not included in the Signature Collection.

D.E.T.AIL

D.E.T.AIL is a company registered at the Dutch Chamber of Commerce under number 99491397. The company specializes in handcrafted, made-to-order garments, often created using vintage or repurposed materials.

Offer

A design proposal created by D.E.T.AIL following the Consultation. An Offer outlines the proposed design direction, materials, sizing, pricing, and estimated production timeline. An Offer is not a binding Agreement.

Preparatory Work

Refers to all creative and technical activities performed before Production begins, including but not limited to design sketches, pattern

drafting, material sourcing, technical communication, and construction planning.

Production

refers to the physical creation of the garment, including cutting of materials, sewing, assembly, finishing, and all other hands-on construction activities.

Request

A Request is an initial expression of interest submitted by the Customer through the Website. A Request does not create any obligations for either party and does not constitute an Agreement. A Request merely initiates the process that may lead to a Consultation, an Offer, and - if accepted by D.E.T.AIL - a binding Agreement.

Signature Collection

Garments displayed on the Website. These pieces follow the original design specifications as closely as possible but are still made-to-order.

Website

www.D.E.T.AIL.com

Article 2. Applicability

2.1 These Terms and Conditions apply to all Request, Offers, Consultations and Agreements made with D.E.T.AIL.

2.2 The Terms and Conditions will apply from the moment the Customer submits a Request.

2.3 If any provision of these terms is found to be invalid, the remaining provisions remain fully valid.

Article 3. Nature of the Products

3.1 All garments sold by D.E.T.AIL are produced only after an Agreement has formed.

3.2 Garments from the Signature Collection follow the design specifications presented on the website.

3.3 Custom Orders garments are designed and produced specifically for the Customer.

3.4 Due to the handcrafted nature of the garments, minor variations in fabrics, trims, or finishing details may occur.

Article 4. Prices

4.1 When D.E.T.AIL accepts a Request and makes an Offer, a quotation will be provided. The quotation includes VAT (BTW) unless stated otherwise.

4.2 Quotations are calculated based on factors such as:

- final design specifications

- fabric selections
- construction complexity
- additional design work

4.3 Shipping costs are calculated separately.

4.4 D.E.T.AIL reserves the right to correct pricing errors in a quotation caused by typographical mistakes or technical issues.

Article 5. Offer and Agreement

5.1 After the Customer submits a request via the Website, the process begins with a Consultation. D.E.T.AIL may contact the Customer via email or social media to schedule and prepare for this session.

5.2 A Consultation fee of EUR 50,00 incl VAT of the total price must be paid before the Consultation takes place. This fee covers D.E.T.AIL's time, expertise and preparation, and will be credited towards the total project price if the Customer proceeds with an order.

5.3 Content of the Consultation

During the Consultation, the following topics may be discussed:

- design concepts and inspiration
- measurement assessment
- fabric options and material direction
- design feasibility and construction planning

5.4 Following the Consultation, D.E.T.AIL may prepare an Offer. An Offer includes:

- proposed design direction
- materials and fabric suggestions
- sizing and measurement details
- pricing
- estimated production timeline

5.5 A binding Agreement is formed only when the Customer explicitly accepts the Offer.

Article 6. Payment

6.1 A fixed Consultation fee must be paid before the Consultation takes place. This fee is non-refundable and will be credited towards the total project price if the Customer proceeds with an order.

6.2 By accepting the Offer, the Customer enters into a binding Agreement and acknowledges the associated payment obligations.

6.3 Unless otherwise agreed in the Offer, the remaining balance is payable upon delivery or prior to shipment.

6.4 D.E.T.AIL and the Customer may agree on different payment terms in the Offer.

By accepting the Offer, the Customer explicitly agrees to these individually negotiated payment terms, which may deviate from the standard terms in this Article and shall prevail over the standard terms in this Article.

6.5 All payments are non-refundable, unless explicitly stated otherwise in the Offer or in these Terms and Conditions.

6.6 If the Customer fails to make any payment within the applicable term, D.E.T.AIL may suspend work, postpone delivery, or terminate the Agreement. Any additional costs resulting from late payment may be charged to the Customer.

Article 7. Production Time

7.1 Because all garments are handcrafted, production times may vary. An indication of the production time is included in the Offer.

7.2 Customers will be notified if significant delays occur.

Article 8. Delivery

8.1 Orders are shipped via a carriers with Track and Trace.

8.2 D.E.T.AIL cannot be held responsible for delays caused by shipping carriers or customs authorities.

8.3 Risk of loss or damage transfers to the Customer once the parcel has been delivered to the shipping address provided.

Article 9. Retention of Title

9.1 All products remain the property of D.E.T.AIL until full payment has been received. Ownership transfers to the customer upon delivery.

Article 10. Returns and Right of Withdrawal

10.1 All garments sold by D.E.T.AIL are produced specifically after an Agreement is formed.

10.2 Under Article 6:230p of the Dutch Civil Code, the statutory right of withdrawal does not apply to products that are made to the consumer's specifications or clearly personalized. Because each garment is individually produced after ordering, returns and refunds are not accepted.

10.4 If there are concerns regarding the garment, customers are encouraged to contact:

vandermeerdaantje@gmail.com

D.E.T.AIL will make reasonable efforts to find an appropriate solution.

Article 11. Agreement Cancellation

11.1 The Customer may cancel the Agreement within 48 hours, provided that the Preparatory Work has not yet begun.

11.2 If the Customer cancels the Agreement after the deposit has been paid, but before Production has been carried out, D.E.T.AIL will refund 50% of the deposit.

11.3 Once Production has begun, cancellation is no longer possible under any circumstances. Production refers to the physical creation of

the garment, including cutting, sewing, assembly, and finishing.

11.4 The Consultation fee is non-refundable under all circumstances.

Article 12. Complaints

12.1 Complaints regarding defects, deviations from the agreed design, or fit must be reported within 14 days of receiving the garment or the first fitting, whichever occurs first.

12.2 Any defects discovered later must be reported within 2 months of discovery.

12.3 Complaints regarding damage caused by improper washing, storage, handling, or normal wear will not be considered valid.

12.4 Complaints will be assessed in relation to the care instructions provided with the garment.

Article 13. Communication

13.1 D.E.T.AIL cannot be held liable for delays or errors resulting from failures in internet connections, email services, or other communication systems beyond its control.

Article 14. Force Majeure

14.1 D.E.T.AIL cannot be held liable for failure to fulfill obligations due to force majeure, including but not limited to:

- natural disasters
- pandemics
- war or civil unrest
- supply chain disruptions
- illness or unforeseen personal circumstances

In such situations, Agreements may be delayed, suspended, or cancelled.

Article 15. Intellectual Property

15.1 All designs, sketches, patterns, and creative concepts produced by D.E.T.AIL remain the intellectual property of D.E.T.AIL. Clients do not acquire any ownership rights to these materials. No part of D.E.T.AIL's creative work may be copied, reproduced, shared, or used for commercial purposes without prior written permission

Article 16. Applicable Law and Jurisdiction

16.1 These Terms and Conditions and all Offers, Consultations and Agreements with D.E.T.AIL are governed by Dutch law.

16.2 Any disputes shall be submitted to the competent court in the Netherlands.

Article 17. Fittings and Alterations

17.1 All garments are created based on the Customer's measurements and the design details agreed upon during the Consultation. Small fit adjustments are included in the project scope.

17.2 Any additional changes requested after production has begun, or any alterations

beyond the agreed number of fittings, will be billed separately at D.E.T.AIL's hourly rate.

17.3 Fit-related concerns must be raised within 7 days of receiving the garment. Issues reported after this period cannot be accommodated. Changes resulting from weight fluctuation or personal preference are not considered fit issues.

Article 18. Fabric Availability

18.1 All fabrics, trims, and decorative elements used by D.E.T.AIL depend on what is available at the time an Agreement has formed.

18.2 D.E.T.AIL will always try to source the materials discussed with the Client, but exact matches to samples, references, or previous creations cannot be guaranteed.

18.3 If a selected material is no longer obtainable, D.E.T.AIL will suggest alternative options. Production will only continue once the Client has approved the alternative materials in writing.

Article 19. Portfolio and Photography

19.1 D.E.T.AIL reserves the right to photograph garments for promotional purposes, including website, social media, lookbooks, and portfolio use.

19.2 Customers may request that photographs **exclude identifiable personal features**, but the final design and garment may still appear in promotional material.

19.3 Any commercial use of D.E.T.AIL designs by the customer without prior written consent is strictly prohibited.

Contact

For questions, complaints, or comments, please contact:

Vandermeerdantje@gmail.com

Tiktok

Instagram

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