General Terms and Conditions Fiammhorns.comÂ

This page was last updated on 20-04-2026.

Article 1. Definitions

In these General Terms and Conditions, the following terms shall have the following meanings, unless explicitly stated otherwise or unless the context requires otherwise: a. Fiammhorns.com: the user of these General Terms and Conditions: Swell Stock Trading BV, trading under the name "Fiammhorns.com", established at Izaak Enschedeweg 50 in Haarlem, registered with the Chamber of Commerce under KvK number 58.98.95.60; b. Agreement: the agreement concluded via the website; c. Customer: the natural person acting for purposes that fall outside their trade, business, or profession and who concludes an agreement with Fiammhorns.com via the website; d. Product: the product offered by Fiammhorns.com via the website; e. Website: the website www.fiammhorns.com managed by Fiammhorns.com.

Article 2. General

1 These General Terms and Conditions apply to every agreement between Fiammhorns.com and the customer concluded via the website.
2 Any deviations from these General Terms and Conditions are only valid if agreed in writing or via email.
3 If deviations from these General Terms and Conditions have been agreed upon for specific subjects, these General Terms and Conditions shall otherwise remain in full force and effect. Agreed deviations shall never apply to more than one agreement.
4 If one or more provisions in these General Terms and Conditions are null and void or are annulled, the remaining provisions of these General Terms and Conditions shall remain fully applicable. Fiammhorns.com shall replace the null and void or annulled provisions, taking into account as much as possible the purpose and intent of the original provision(s).

Article 3. Offer

1 Offers are non-binding.
2 The offer of Fiammhorns.com on the website is valid as long as stocks last.
3 Offers do not automatically apply to future agreements.
4 Obvious errors or mistakes in the offer on the website do not bind Fiammhorns.com.
5 The range of products offered on the website may be changed.

Article 4. Website

1 Fiammhorns.com does not guarantee that the website will function without interruptions or errors, or that all errors will be corrected.
2 Fiammhorns.com is entitled to make changes to the website at any time.

Article 5. Terms of Use

1 When using the website, the customer must act in accordance with what may be expected of a responsible and careful internet user.
2 The customer is not permitted to bypass or crack the security applications on the website.
3 The customer is not permitted to use the website in such a way that the proper functioning of Fiammhorns.com's or third parties' computer systems is affected, or that other users of the website are hindered or obstructed.

Article 6. Prices and Shipping Costs

1 All prices listed on the website are exclusive of VAT, exclusive of shipping costs, and exclusive of any import duties.

2 The amount of the shipping costs will be clearly communicated to the customer before the order can be confirmed.

3 Fiammhorns.com reserves the right to adjust its prices from time to time.

Article 7. Conclusion of the Agreement

1 The agreement is concluded after the customer has completed the entire ordering process via the website and clicked the "Order with payment obligation" button.

2 The agreement can only be concluded via the website after the customer has indicated that they agree to these General Terms and Conditions.

3 After the agreement has been concluded via the website, Fiammhorns.com will immediately send the customer a confirmation by email. This confirmation email includes the order number and other details of the customer's order. If the customer has not received a confirmation email from Fiammhorns.com, the customer should contact Fiammhorns.com's customer service.

Article 8. Payment

1 The following payment methods are offered to the customer via the Payment Service Providers Pay.nl and Multisafepay:

â—¦ iDEAL (Wero from 2026);

â—¦ Riverty (after delivery by transferring the invoice amount to the Riverty IBAN number. More about Riverty);

â—¦ Credit card (Mastercard and Visa);

â—¦ PayPal;

â—¦ Bancontact;

â—¦ EPS;

â—¦ Advance payment by transfer (prior to delivery by transferring the invoice amount to the IBAN number of Fiammhorns.com);

â—¦ On account only if agreed with Fiammhorns.com. The customer must pay the invoice amount within agreed terms of the invoice date.

Article 9. Delivery and Delivery Period

1 The product will be sent to the address provided by the customer. If the customer wishes to change their delivery address after placing the order, the customer must notify Fiammhorns.com by email within 24 hours of the order.

2 The stated delivery period is not to be considered a strict deadline.

3 If Fiammhorns.com is unable to deliver the product within 30 days after the conclusion of the agreement, Fiammhorns.com will inform the customer by telephone or email, and the customer has the right to dissolve the agreement free of charge, unless a longer delivery period has been explicitly agreed with the customer. If the customer dissolves the agreement, Fiammhorns.com will refund any amounts already paid within 14 days of the dissolution.

4 The risk of the product passes to the customer at the moment the customer receives the product.

5 The customer is responsible for all import duties, customs formalities, and taxes related to the product.

6 If the ordered product has not arrived within the stated delivery period, the customer should contact Fiammhorns.com's customer service.

7 If Fiammhorns.com has accidentally sent the wrong product to the customer, the customer should contact Fiammhorns.com's customer service. In such a case, the correct product will be sent to the customer as soon as possible.

Article 10. Assembly

1 The product is not assembled by Fiammhorns.com.

2 The customer must ensure that the product is assembled correctly and safely, in accordance with the technical manual if provided with the product, or by having the product installed by a skilled and specialized company.

Article 11. Customer Obligations

1 The customer is solely responsible for complying with all legal and other applicable regulations in the country where the customer is located in connection with the possession and use, in any manner, of the product.

2 All data and information provided by Fiammhorns.com regarding the suitability and applicability of the product are provided without obligation and do not relieve the customer of their obligation to carry out their own checks and tests.

Article 12. Right of Withdrawal

1 The customer has the right to dissolve the agreement without giving any reason within 14 days. This period starts from the moment the customer has received the entire order from Fiammhorns.com. The customer is informed of this right of withdrawal via email before delivery or in writing upon delivery of the ordered products.

2 If the customer wishes to exercise their right of withdrawal, they must notify Fiammhorns.com explicitly within 14 days of receiving the entire order. The customer is provided with a withdrawal form that they can use if they wish to dissolve the agreement.

3 After the customer has exercised their right of withdrawal, the customer must return the product to Fiammhorns.com within 14 days, provided it is unused, undamaged, and unchanged, and, if reasonably possible, in the original packaging.

4 The customer may also, without first notifying Fiammhorns.com of their intention to exercise their right of withdrawal, return the product to Fiammhorns.com within the withdrawal period as described in Article 12.1. In such a case, the customer must include the withdrawal form or another unambiguous statement indicating that the customer is exercising their right of withdrawal with the return shipment.

5 The customer must sufficiently frank the package they are returning.

6 If the returned products are damaged, incomplete, or used, this damage will be deducted from the amount that Fiammhorns.com refunds to the customer in accordance with Article 12.9.

7 If the customer dissolves the agreement in accordance with this article, the shipping costs for returning the product are at the customer's expense. The amount of these shipping costs is communicated to the customer on the website before the agreement is concluded.

8 The risk of the return shipment rests with the customer.

9 In the event of dissolution as described in this article, Fiammhorns.com will refund any amounts already paid (purchase price + shipping costs for sending the product) within 14 days after the customer has exercised their right of withdrawal.

10 If a product is damaged upon arrival, or if it does not function properly, we will of course replace the product as soon as possible, or we will refund the full amount of the order. The defect must be reported to info@fiammhorns.com. The customer will receive a return label with which the package can be returned. Upon arrival, we will check the returned product. We do not cover damage and/or defects caused by incorrect use, incorrect installation, or willful destruction.

Article 13. Return Address

1 Products must be returned to the following address:
Fiammhorns
Izaak Enschedeweg 50
2031 CS Haarlem
The Netherlands

Article 14. Conformity

1 Fiammhorns.com guarantees that the products comply with the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability, and the legal provisions and/or government regulations existing at the time the agreement was concluded.

2 If the delivered product does not comply with the agreement, the customer must contact Fiammhorns.com's customer service within 2 months after the customer has discovered the defect.

3 If the customer demonstrates that the product was defective at the time of delivery, Fiammhorns.com will credit the invoice amount of the product and refund it to the customer, or, if the customer wishes, send a new product to the customer. The liability of Fiammhorns.com is always limited to what is stated in Article 15.

4 To investigate whether the delivered product is defective, Fiammhorns.com may require the customer to return the product to Fiammhorns.com at Fiammhorns.com's expense.

5 If Fiammhorns.com's investigation into the complaint shows that a defect and/or damage to the product has occurred:

â—¦ Due to imprudent or improper use;

â—¦ Because the product was not installed in accordance with the technical manual supplied with the product;

â—¦ Because changes have been made to the product;

â—¦ Because items have been attached to the product that should not be attached to it;

â—¦ Because the product was used for a type of vehicle for which the product was not intended;

â—¦ Due to external circumstances over which Fiammhorns.com has no influence, then Fiammhorns.com will not process the complaint further and Fiammhorns.com is not liable for that damage and/or the defect in the delivered product.

Article 15. Liability

1 The information and services on the website may contain technical inaccuracies and/or typographical errors. Fiammhorns.com is not liable for such inaccuracies and/or errors.

2 The operation of the website may be interrupted by, for example, a malfunction or maintenance. Fiammhorns.com is not liable for damage caused by the temporary unavailability of the website.

3 Fiammhorns.com cannot guarantee that the data on the website is correct. Fiammhorns.com will do everything possible to keep the accuracy of this data as consistent as possible. External influences, such as hackers, are always possible and can lead to disrupted data. Fiammhorns.com is not liable for this disrupted data.

4 Fiammhorns.com is not liable for damage of any kind caused by Fiammhorns.com relying on incorrect and/or incomplete data provided by the customer.

5 The colors visible on the customer's screen may differ from the actual colors of the product. Fiammhorns.com is not liable for such color deviations.

6 If Fiammhorns.com has credited the price for the product because the customer claims that the product is defective, Fiammhorns.com can never be held liable for any damage the

customer suffers because the customer has still used and/or installed the product.

7 Fiammhorns.com is not liable for any accidents with or due to the product or damage to the product caused by, for example, incorrect or unskilled use, use contrary to the instructions, or because the product was incorrectly installed by the customer or by a third party engaged by the customer.

8 Fiammhorns.com does not accept liability for damage and/or fines for traffic offenses that are directly or indirectly attributable to the use of the product. Certain products are legally not permitted on public roads. The use of products that are officially not allowed on public roads is entirely at the customer's risk.

9 Fiammhorns.com is not liable for damage, such as personal injury, death, material damage, or damage to third parties, resulting from the use of the product. The customer is at all times responsible for ensuring that they and/or a third party handle the product with care and that the product is installed and used correctly and safely. The use of the product is entirely at the customer's risk.

10 Fiammhorns.com cannot be held liable for damage occurring during the installation of the product and/or to the vehicle to which the product is installed.

11 Fiammhorns.com cannot be held liable for any damage caused by the vehicle to which the product is installed coming to a standstill due to the (power) consumption of the product.

12 Fiammhorns.com cannot be held liable for damage caused by the customer installing the product on a vehicle for which the product is not intended.

13 If the customer or a third party makes changes to the product, Fiammhorns.com excludes all liability regarding the operation and any (consequential) damage.

14 Fiammhorns.com is not liable for damage of any kind resulting from or attributable to defects and/or malfunctions of the vehicle to which the product is installed.

15 Fiammhorns.com is not liable for distortion or loss of data as a result of sending data using telecommunication facilities.

16 Fiammhorns.com does not accept liability towards the customer for indirect or consequential damage, including (but not limited to) loss of data, loss of profit, turnover, or missed savings.

17 If Fiammhorns.com is liable for any damage, the liability of Fiammhorns.com is limited to the amount paid out by Fiammhorns.com's insurer. If the insurer does not pay out in any case or if the damage is not covered by the insurance, the liability of Fiammhorns.com is limited to the amount that the customer has paid for the product.

18 The limitations of liability for direct damage included in these General Terms and Conditions do not apply if the damage is due to intent or deliberate recklessness of Fiammhorns.com or its subordinates.

Article 16. Force Majeure

1 Fiammhorns.com is not obliged to fulfill one or more obligations under the agreement or to pay compensation if there is a case of force majeure. Force majeure includes, among other things: a non-attributable shortcoming of engaged third parties, virus infection and computer sabotage by third parties, traffic disruption, weather conditions, internet disruption, power failure, fire, theft, government measures, and any other situation over which Fiammhorns.com has no (decisive) control.

2 If Fiammhorns.com knows or suspects that it cannot deliver the order (in part) on time due to force majeure, Fiammhorns.com will inform the customer as soon as possible via email.

Article 17. Customer Service and Complaints

1 Fiammhorns.com has a complaints procedure and handles complaints in accordance with this complaints procedure.

2 For questions about the order or to submit a complaint, the customer can contact Fiammhorns.com's customer service. Fiammhorns.com's customer service can be reached in the following ways:

â—¦ By phone: +31 (0)23 8 48 343

â—¦ By email:Â info@fiammhorns.com

3 If possible, telephone questions are answered immediately. If this is not possible, the customer will be informed within which period they can expect an answer.

4 For a question and/or complaint submitted via email that cannot be answered immediately, a receipt confirmation will be sent to the customer, stating the period within which the customer can expect an answer.

5 Complaints are handled by Fiammhorns.com within 30 days in any case.

6 Complaints about the execution of the agreement must be submitted to the entrepreneur within 7 days, fully and clearly described, after the consumer has established the defects.

7 Complaints submitted to the entrepreneur are answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeably longer processing time, the entrepreneur will respond within the 14-day period with a receipt message and an indication of when the consumer can expect a more detailed answer.

8 If the complaint cannot be resolved by mutual agreement, a dispute arises that is subject to the dispute resolution.

9 In case of complaints, a consumer must first contact the entrepreneur. If the webshop is affiliated with Stichting WebwinkelKeur and if complaints cannot be resolved by mutual agreement, the consumer must contact Stichting WebwinkelKeur (www.webwinkelkeur.nl), which will mediate free of charge. Check whether this webshop has a current membership via https://www.webwinkelkeur.nl/leden/. If no solution has been reached, the consumer has the option to have their complaint handled by the independent disputes committee appointed by Stichting WebwinkelKeur; the decision of this committee is binding and both the entrepreneur and the consumer agree to this binding decision. Submitting a dispute to this disputes committee involves costs that must be paid by the consumer to the relevant committee. It is also possible to report complaints via the European ODR platform (http://ec.europa.eu/odr).

10 A complaint does not suspend the entrepreneur's obligations unless the entrepreneur indicates otherwise in writing.

11 If a complaint is found to be justified by the entrepreneur, the entrepreneur will, at their discretion, replace or repair the delivered products free of charge.

Article 18. Disputes

1 Dutch law exclusively applies to agreements between the entrepreneur and the consumer to which these General Terms and Conditions relate, even if the consumer is resident abroad.

2 The Vienna Sales Convention does not apply.

Article 19. Privacy

1 Fiammhorns.com processes personal data in accordance with the Personal Data Protection Act.

2 The full privacy statement (update 18-04-2026) of Fiammhorns.com can be found here: https://www.fiammhorns.com/Webwinkel-Page-8533995/Privacy-Statement.html

Article 20. Intellectual Property Rights

1 The customer must fully and unconditionally respect all intellectual property rights that apply to the products supplied by Fiammhorns.com.

2 Without prior written or electronic permission from Fiammhorns.com, the customer may not copy, forward, distribute, reproduce, or publish any information, texts, logos, brands, trade

names, images, or sound files obtained via the website.

Article 21. Security and Internet

1 Fiammhorns.com takes appropriate security measures to protect the website against the risks of unauthorized access to or alteration, destruction, or loss of data entered by the customer via the website.

Article 22. Applicable Law and Competent Court

1 Dutch law exclusively applies to all rights, obligations, offers, and agreements to which these General Terms and Conditions apply.

2 All disputes between the customer and Fiammhorns.com shall be submitted to the competent court in the district where Fiammhorns.com is established. The customer has 1 month after Fiammhorns.com has invoked this provision in writing to the customer to choose to have the dispute settled by the court competent under the law.