



# STANDARD TERMS AND CONDITIONS AND SERVICE GUIDE

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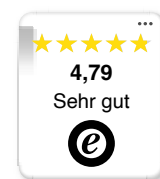
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## I. Standard Terms and Conditions

### I.1. Company

#### **Name and summonable address:**

Detlev Louis Motorrad-Vertriebsgesellschaft mbH  
Rungedamm 35



21035 Hamburg

Managing Directors: Joachim Grube-Nagel, Sven Karlstedt and Christian Meierhans

24h hotline: 041 5620 545

Email: [service@louis.eu](mailto:service@louis.eu)

Register of companies: Hamburg Local Court (Amtsgericht) HRB 134 260

VAT reg. no. DE 30 12 32 54 7

WEEE reg. no.: DE 65 34 31 11

#### **Bank details:**

HypoVereinsbank AG - Hamburg

BIC: HYVEDEMM300

IBAN: DE 86 2003 0000 0000 3014 08

## ***II.2. Ordering and conclusion of the contract***

The goods presented in our Online Shop or in our current advertising, including a detailed description, do not represent a binding offer by us to you. When you place an order with us in writing, by telephone, electronically or in any other form, you are making a legally binding offer to us. Likewise, as a rule, you are making us a legally binding offer when you enter the requested information in any of the online order forms in our Online Shop and conclude by clicking the "Buy now" button. In contrast, merely adding items to your shopping basket does not constitute a legally binding offer on your part.

II.2.1 Additional information for Contracts in electronic commerce: Once the contract has been concluded, we save the text of the contract, including the Standard Terms and Conditions, for our own purposes. If you place an order in our Online Shop, the details of your purchase are shown in the acknowledgement that we send to you by email upon receipt of your order. You have an obligation to permanently save or to print out this order acknowledgement so that you always have the content of the contract, once concluded, available to you in a permanent form. You can save the subsequent contract by saving the email containing our acknowledgement.

With regard to recognising and correcting any input errors, we draw your attention to the following. For your order in our Online Shop, you have placed your chosen items in your shopping basket. There you will also find an overview of all the items you have placed in the shopping basket and the exact shipping costs. Then, please click the "Go to checkout" button. In the page which then opens, please enter your personal details. Then click "Go to method of payment". There, please select your chosen method of payment, and then click "Go to order overview". Here you can view all your selected items and any additional details you have entered, and check for any input errors. To make corrections, you can now click "Change" or "Back". Is everything correct now? It is only when you click "Buy now" that you make a binding offer to buy the goods.

Only if you place an order via our Online Shop will we send you an acknowledgement by email. This email is only intended to inform you that your order has been received, and it gives the details of your order. This acknowledgement does not constitute acceptance of your offer. The contract of sale with you only comes about, subject to these Standard Terms and Conditions, once we have dispatched the items you have ordered, which constitutes acceptance of your offer.

## ***I.3. Terms of Delivery***

I.3.1 Within Germany, ordered and available goods will be delivered within 1-3 working days after we receive your order, and in the case of payment in advance, 5-6 days after you instruct your bank to make the payment. We accept no liability for adhering to this delivery time unless a failure to do so is intentional or due to gross negligence on our part.

If you already have a customer number, please quote it in your order. If there is a delay in delivery, or should your order not be deliverable in whole or in part, we shall inform you promptly in each case and refund any payments already received from you immediately. Under no circumstances will we send you a replacement article without first consulting you, even if it is of an equivalent quality and price. For international deliveries, please refer to Section 5 below. With respect to the applicable flat rate shipping charge, please take note of the information in our Online Shop under "Shipping costs". Deliveries to destinations outside the European Union may be subject to additional customs duty for you. Your local customs authorities can provide you with

details.

All correspondence with us should be in German; this also applies to conclusion of the contract of sale. In our Online Shop this is also possible in English, French, Italian or Dutch.

I.3.2 If, with your consent, we deliver **remaining items** of your order at a later date, you will of course receive these without any shipping or packaging costs. For these remaining items, we set a minimum single item value for each individual destination country (e.g., in Germany from € 4.00). If the price of the goods is lower than this (or if you do not consent to later delivery), we ask you to order the item(s) when it (they) become(s) available again.

#### ***I.4. Payment***

We offer the following payment options: payment on account or by instalment or according to our Buy Now Pay Later Plan (subject to creditworthiness), PayPal, credit card, cash on delivery or payment in advance by bank transfer. We generally deliver on account (subject to creditworthiness). If a credit check reveals that you are not regarded as creditworthy, we reserve the right to refuse your order or to only deliver using a secure payment method (Sections I.4.2 to I.4.5). With every order, we reserve the right not to offer certain methods of payment and to refer you to other payment options, for example payment in advance only, in order to protect against credit risk. The cost of any money transaction will be borne by you.

I.4.1 We deliver on **account**. By placing your order, you authorise us to carry out the necessary credit check to rule out any credit risk (see further information under Privacy Policy), and you pay within fourteen days from the date of the invoice by bank transfer to our account.

For payment by instalment or according to our Buy Now Pay Later Plan, we carry out the same credit check, and you pay by bank transfer to our account on the payment dates agreed between us.

I.4.2 In the case of payment by **PayPal**, you authorise your payment to us vis-à-vis PayPal. Payment by PayPal is only possible in the Online Shop.

I.4.3 In the case of a purchase by **credit card**, your credit card account is charged right with the placement of the order.

I.4.4 In the case of payment by cash on delivery, you also pay a **COD** fee of € 6.90 in addition to the invoice amount and the basic shipping rates (as at 03/2018).

I.4.5 If the **payment in advance** method is selected, we give you our bank details in the order acknowledgement. The invoice amount should be transferred to our account within 10 days of receiving our order acknowledgement. Once we have received the total amount, your order will be assembled and dispatched to you.

#### ***I.5. Prices, ownership and shipping rates***

I.5.1 The prices listed in the quotation at the time of ordering shall apply. The stated prices are final prices, i.e. they include the applicable statutory German value added tax. The goods shall remain our **property** until payment of the purchase price has been received in full. Should you act in a way that is contrary to the terms of the contract, in particular in the event of default in payment, we shall be entitled to demand the surrender of the goods if we have withdrawn from the contract.

For purchases or deliveries to customers who are outside Germany but still within the European Union (EU), we are obliged to charge VAT at the statutory rate applicable in the particular country. As VAT rates vary from country to country, the prices charged may differ from those specified in our quotation at the time of your order.

For purchases by, and deliveries to, customers outside the European Union, we charge no VAT. The German VAT included in our final prices does not apply. As a rule, you pay your national value added tax and any customs duty, as the case may be, when the consignments are handed over to your parcel service.

I.5.2 Within Germany and for many other countries, we make a flat-rate shipping charge. You will find these flat rates on the "Shipping rates" page in the Online Shop, or you can phone us. Likewise for shipping charges to countries outside Europe.

#### ***I.6. Warranty***

Unless otherwise expressly agreed, your warranty rights are based on the statutory provisions of the law on sales (Section 433 et seq. of the German Civil Code (BGB)).

### ***1.7. Liability***

Our liability for compensation, on whatever legal grounds (especially for delay or defects), is limited to the contractually typical, foreseeable damage. This liability restriction does not apply to our liability for intent or gross negligence, for warranted characteristics, for loss of life, personal injury or illness, or under the German Product Liability Law.

### ***1.8. Claims***

The quick and easy way to make a claim is to go to the store where you purchased the goods. Of course, you can also make a claim about goods purchased by mail order at any Louis store, and vice versa. Exceptions are our branches in Switzerland. For goods purchased in our stores in Switzerland, please only make your claim there.

## ***9. Right of cancellation for consumers***

The statutory right of cancellation only applies to consumers. According to section 13 of the German Civil Code, a consumer is any natural person who enters into a legal transaction for a purpose that is outside his trade, business or profession.

### ***1.9.1 Cancellation policy***

#### ***Right of cancellation***

You are entitled to cancel this contract within fourteen days without stating any reason. The cancellation deadline is fourteen days from the day on which you, or a third party appointed by you who is not the carrier, take possession of the last goods, last part delivery or last item. In order to exercise your right of cancellation, you must inform us, Detlev Louis Motorradvertriebs GmbH, Rungedamm 35, 21035 Hamburg, Germany, telephone: +49 40 734 193 60, email: [service@louis.de](mailto:service@louis.de), by means of an unambiguous declaration (e.g. a letter sent by post, telephone or an email), about your decision to cancel this contract. For this purpose you can use the specimen cancellation form suggested in 1.9.3 below, but this is not compulsory. To meet the cancellation deadline, it is sufficient to dispatch the notice of cancellation before the deadline has expired.

#### ***What cancellation entails***

If you cancel this contract, we are obliged to refund you with all the payments we have received from you, including delivery costs (with the exception of additional costs arising because you have chosen a method of delivery other than the lowest-cost standard delivery offered by us) without delay and within fourteen days at most from the day we received the notice of cancellation. Unless specifically agreed otherwise with you, we shall use the same method of payment for this refund as you used for the original transaction. We shall not under any circumstances make a charge for this refund. We may withhold the refund until we have received the returned goods or until you provide proof that you have returned the goods, whichever is the earlier.

You shall send the goods back to us or hand them over to us without delay and in any event within fourteen days at the latest from the day on which you notify us that you are cancelling the contract. The deadline is met if you dispatch the goods before the fourteen-day deadline has expired. We pay the cost of returning the goods within Germany and Austria. You are only required to reimburse any loss in value of the goods if such loss in value is attributable to the goods having been handled in a way that is not necessary for the purpose of checking their quality, characteristics and method of operation.

### ***1.9.2 Exceptions to the right of cancellation***

There are legal exceptions to the right of cancellation (section 312 g Para. 2 BGB). For example, you cannot cancel the distance-selling contract if the goods ordered by you were specially manufactured to your specifications or are clearly tailored to your personal requirements and cannot be sold to anyone else on account of implementing your specifications.

Furthermore, your initial right of cancellation expires prematurely in the case of:

- contracts for delivery of sealed goods which are not suitable to be returned for reasons of health protection or hygiene if the seal has been removed after delivery,
- contracts for delivery of goods if these have been mixed with other goods after delivery and are, by their nature, inseparable
- contracts for delivery of audio or video recordings or computer software in a sealed pack if the seal has been removed after delivery.

### ***1.9.3 Specimen cancellation form***

If you wish to cancel this contract, please fill in this form and send it back.

Detlev Louis Motorrad-Vertriebsgesellschaft mbH  
Rungedamm 35  
21035 Hamburg  
Email: [service@louis.de](mailto:service@louis.de)

I/we (\*) hereby cancel the contract concluded by me/us (\*) for the purchase of the following goods:

(Please specify the items here with their article numbers. This is not a legal requirement, but you will help us to process the cancellation more efficiently. Thank you.)

Ordered on ... (\*)/received on ... (\*)

Name of customer(s):

Address of customer(s):

Signature of customer(s) (only if sending written notice on paper)

Date:

(\*) Please strike through what does not apply.

### ***1.10. Extended right of return - our extra service***

In addition to the right of cancellation, customers can exchange any product purchased from us or return it for a refund of the purchase price within 2 years (from the date on the proof of purchase), provided it is still complete, new (unused), in its original packaging and unsoiled. We only refund the current retail price, even if it is lower.

Please enclose your proof of purchase with all returns. If possible, tick the reason for return on the return form. There is no obligation to do this, but it will enable us to rectify any weaknesses and improve our service. The address for your returns is: Detlev Louis Motorradvertriebs GmbH, Customer Service, 21027 Hamburg, Germany.

Please note that this is a special service which far exceeds our statutory duties. This extended right of return does not affect your statutory rights. In particular, your statutory right of cancellation (Section 1.9) and your statutory warranty rights (Section 1.6) apply additionally and in full. Excluded from this extended return policy are food, books, maps, data carriers for digital data (e.g. CDs and DVDs), software, batteries (due to ageing even when not used) and all disposable items.

### ***1.11. Proof of purchase***

Please keep all your purchase receipts. They are important as proof of purchase for claims, or for insurance in the event of theft. Your orders are stored in our system. Should you lose your order documents, please contact us by email/telephone. We are happy to send you a copy of the data pertaining to your order. You have access to copies of your invoices at all times under the closed user group "My Louis" in our Online Shop.

### ***I.12. Place of jurisdiction, Choice of law***

If you are a consumer and are not domiciled within the European Union (EU), our registered office is the place of jurisdiction. German law applies exclusively to all claims between you and us unless, in the case of a consumer agreement, the protection granted to you by the mandatory provisions of the law of the EU state in which you have your habitual residence is withdrawn on account of this choice of law.

### ***I.13. Advice on out-of-court dispute resolution for consumers***

The European Commission has established a platform for out-of-court dispute resolution. This enables consumers to first resolve disputes relating to their online order without taking legal action. The dispute resolution platform can be accessed by following the external link:

<http://ec.europa.eu/consumers/odr/>.

We endeavour to resolve any differences of opinion arising from our contract amicably. Beyond this, we are not obliged to participate in any arbitration proceedings, and we regret that we cannot offer you the opportunity to participate in such proceedings.

Our email address is [service@louis.de](mailto:service@louis.de)

Our [www.louis.eu](http://www.louis.eu) online shop carries the EHI-certified Trust Mark. In order to continually obtain this Trust Mark, our adherence to criteria from the EHI code of conduct is regularly examined by the EHI Retail Institute GmbH. This code of conduct can be found under the following link: <https://ehi-siegel.de/shopbetreiber/ehi-siegel/pruef-kriterien-bedingungen/pruef-kriterien/>.

### ***I.14. Sanctions against states***

Prohibition of export or resale of goods purchased from us to the territories of the states or regions of Iran, Cuba, North Korea, Syria, Russia, Venezuela, as well as the 'Donetsk People's Republic', 'Luhansk People's Republic' and the Crimean region of Ukraine. Due to European or U.S. sanctions against these states or regions, the export of various goods to the territories of these states or regions is prohibited under the Code of Criminal Procedure. We would like to point out to you as a buyer of the goods offered by us that we prohibit the resale or transfer of all goods purchased from us into the territories of these states or regions.

## ***II. Service Guide***

### ***II.1. Important information on technical products and licensing requirements***

#### **Please note:**

II.1.1. If you would like to purchase a wearing part or accessory, such as spark plugs, batteries, luggage systems or the like, please observe exactly the specifications and approvals set out in your owner's manual, or the manufacturer's instructions, and only use products/dimensions which are specifically approved for your vehicle! Non-compliance can lead to serious damage to your vehicle and to life and limb. We accept no liability for this; Section I.7 of the Standard Terms and Conditions also applies in this respect.

II.1.2. All information on type approval, homologation, design and operation specifications with respect to our products and their use, such as "not subject to TÜV (German vehicle testing agency) approval", "TÜV certificate", "type approval (ABE)", etc., apply solely to the area of application of the relevant German regulations, especially German Road Traffic Regulations (StVO) and Regulations Authorising the Use of Vehicles for Road Traffic

(StVZO). We have not examined the legal situation outside Germany, and cannot make any statement on this. Please clarify the situation yourself with the competent authorities in your country prior to use, installation, etc. On the other hand, all articles with E or ECE test marks ("E-approved") are approved for their intended use throughout the EU.

## **II.2. Information about motorcycle batteries**

Old motorcycle batteries can be returned by the end user, free of charge, to the dealer, at or near the dealer's retail outlet, or to the mail order supplier's distribution warehouse (batteries must not be sent through the mail due to the hazardous goods regulations). Some local authority collection points or recycling centres may charge for returns. Please enquire at your local collection point. End users who purchase a new motorcycle battery without returning an old one must pay a deposit of € 7.50, incl. VAT, which will be refunded when an old battery is brought back. Our stated battery prices do not include this deposit. If the old motorcycle battery is returned to a different dealer (i.e. not the one to whom the deposit was paid), this dealer is required under Section 11 Para. 3 of the German Batteries Act (BattG), to issue written or electronic confirmation that the battery has been accepted without a refund of the deposit, if so requested by the end user. Dealers who sell motorcycle batteries via distance selling (internet, mail order, catalogue sales etc.) are obliged to refund the deposit upon presentation of the written or electronic confirmation of return, provided such confirmation is not more than two weeks old at the time of presentation.

## **II.3. Notice in compliance with Section 18 of the German Batteries Act (BattG)**



The symbol showing a crossed-out wheeled bin means that batteries must not be disposed of along with household waste. If any of the following letters appear underneath this symbol (Pb: battery contains lead, Cd: battery contains cadmium, Hg: battery contains mercury), this means that the battery generally contains one of these metals, and therefore special regulations apply to its disposal. Batteries must not be disposed of along with household waste. They may contain substances that are harmful to the environment and pose a health risk. Please return old batteries to us, or take them to your municipal recycling centre or battery dealer. The return is free of charge and required by law. Regarding the return of vehicle batteries and any costs incurred in the event that you return your battery elsewhere, and not to us, please see our advice under section II.2. All old batteries will be reused. This enables valuable materials to be recycled and, at the same time, protects the environment and human health.

## **II.4. Germany's waste oil regulations (AltölV)**

The German waste oil regulations require us to accept used engine and gearbox oil, oil filters and oily waste resulting from an oil change, free of charge, at our stores, up to the same quantity as was sold to you as the end-user. As an alternative, we offer you the option of taking your used oil free of charge to a large number of authorised motorcycle workshops throughout Germany – which also offer a professional oil change service. You will find an overview of the cooperating motorcycle workshops in the Online Shop. Or you can phone us on +49 40 734 193 60. We will be happy to give you the address of your nearest authorised workshop that accepts used oil. We regret that we are not able to reimburse the cost of travelling to the workshop.

## **II.5. Information in compliance with § 18 German Electrical and Electronic Equipment Act (ElektroG)**



In compliance with the Act Governing the Sale, Return and Environmentally Sound Disposal of Electrical and Electronic Equipment (ElektroG), we provide the following information for private households:

1. The German law concerns waste electrical and electronic equipment. Owners of waste equipment are required to dispose of it separately from normal household waste. For this reason, it bears a symbol of a crossed out wheeled bin, as shown in the picture. An online list of collection points in Germany can be found at: <https://www.ear-system.de/ear-verzeichnis/sammel-und-ruecknahmestellen.jsf>
2. Owners of waste equipment are required to remove old batteries that are not encased in the equipment before taking the equipment to a collection point, unless it is taken to an official recycling centre which will separate it from other waste equipment prior to recycling.

3. Waste equipment, especially IT and telecommunications equipment such as computers and smartphones, may contain personal data. You are responsible for removing this data before disposing of waste equipment.

## ***II.6. Advice on later delivery/Minimum single item values***

For later delivery of remaining items of an order, as described in Section 1.3, we set a minimum single item value for each destination country as listed below:

**Andorra** € 41.00

**Austria** € 9.00

**Belarus** € 69.00

**Belgium** € 9.00

**Bulgaria** € 29.00

**Croatia** € 49.00

**Cyprus** € 29.00

**Czech Republic** € 29.00

**Denmark** € 14.00

**Estonia** € 29.00

**Faroe Islands** € 41.00

**Finland** € 29.00

**France** € 14.00

**Germany** € 4.00

**Greece** € 29.00

**Greenland** € 32.00

**Hungary** € 29.00

**Ireland** € 29.00

**Italy** € 14.00

**Kazakhstan** € 69.00

**Latvia** € 29.00

**Liechtenstein** € 29.00

**Lithuania** € 29.00

**Luxembourg** € 9.00

**Malta** € 29.00

**Monaco** € 19.00

**Netherlands** € 9.00

**Norway** € 39.00

**Poland** € 29.00

**Portugal** € 29.00

**Romania** € 29.00

**Russia** € 69.00

**Sweden** € 29.00

**Switzerland** € 14.00

**Slovakia** € 29.00

**Slovenia** € 29.00

**Spain** € 29.00

**Spain - Canary Islands** € 29.00

**Ukraine** € 69.00

**United Kingdom** € 29.00

We do not deliver remainders of orders to any countries which are not listed. In this case we request that you reorder the article when it is available again.