

STANDARD TERMS AND CONDITIONS AND SERVICE GUIDE

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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

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: HYVEDE3300
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. Delivery times, delivery area, subsequent deliveries

I.3.1 Delivery times

The estimated delivery time is specified on the respective product page in the online shop.

Unless a different delivery time is specified on the product page, a delivery time of 2 to 7 working days applies.

If you pay in advance (bank transfer), the delivery time begins on the day after your payment instruction is issued to your bank; for all other payment methods, it begins on the day after the contract is concluded.

Information about delivery times is provided in the form of periods of time. Your statutory rights in the event of delayed delivery remain unaffected.

Under no circumstances will we send replacement items without prior consultation with you, even if they are of the same quality and price. For the applicable shipping rates, please refer to the information in our online shop under "Shipping costs".

I.3.2 Delivery area

Shipping is always available from Germany to the delivery countries that can be selected in the shopping basket.

I.3.3 Shipping costs

The provisions regarding shipping costs shown in the online shop under "Shipping costs" apply.

I.3.4 Partial deliveries and subsequent deliveries

If, insofar as is reasonable for you, we deliver backorders that form part of your order at a later date, you shall of course receive these free of delivery and packaging costs. We create partial backorders as specified in Section II.6. If the value of the goods is less than this (or if you have not given your consent for subsequent delivery), we ask you to order the article(s) when it/they become(s) available again. Further information about partial backorders can be found in Section II.6.

I.3.5 Contract language

As a matter of principle, all communication with us is in German. In our shops for specific countries, the contract may also be concluded in the languages offered in the respective online shop.

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 specified in the offer at the time of the order apply. The prices specified are final prices, i.e. they include the applicable statutory VAT. The goods remain our property until the purchase price has been paid in full. In the event of behaviour in breach of contract on your part, in particular default of payment, we are entitled to withdraw from the contract and demand return of the goods.

I.5.2 Within Germany, we charge you a flat-rate shipping fee. You will find the flat rates in the online shop under "[Shipping costs](#)" or you can obtain information about them by calling us.

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)).

I.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.

I.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.

I.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, 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 [I.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.

I.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.

I.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

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.

I.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 I.9](#)) and your statutory warranty rights ([Section I.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.

I.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. Information about out-of-court dispute resolution procedures for consumers

We endeavour to settle any differences of opinion arising from our contractual relationship by mutual agreement. Beyond that, we are neither obliged nor willing to participate in dispute resolution proceedings before a consumer arbitration board.

Our email address: service@louis.eu

Our shop www.louis.de has been awarded the EHI Certified Online Shop seal of approval. This seal is awarded on the basis of regular checks by the EHI Retail Institute GmbH for compliance with the criteria of the EHI Code of Conduct. You can access the Code of Conduct under the following link: <https://www.ehi-siegel.de/pruefkriterien/>.

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 about technical items and approval regulations

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 wheellie 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 wheellie 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 old devices must remove waste batteries that are not integrated into the device and bulbs that can be taken out of the device before handing the old device in at a collection point. Old devices that are broken down for recycling are not affected by this.
3. Old devices, especially information technology and telecommunications devices such as computers and smartphones, may contain personal data. You are responsible for erasing this data from such old devices before disposing of them. You can return waste electrical and electronic equipment to a Louis branch in your area. You can find a list of all Louis branches at www.louis.de/filialen.

We offer another option for disposing of old electrical devices in collaboration with our partner WEEE Return.

An old device can be registered under the link, and the nearest collection point for it can be identified. It is also possible to arrange for the old product to be shipped to a collection point.

End users may return old devices that are no larger than 25 centimetres in any external dimension to the branch free of charge. Return of the device is not conditional on the purchase of a new electrical or electronic device and is limited to three old devices per device type.

For devices with an edge length of more than 25 cm, a 1:1 return can be carried out with the purchase of a new device of the same product group. In this case, proof of purchase must be provided for a new device of the same product group purchased from us to our partner WEEE Return.

II.6. Information about subsequent delivery / definition of backorders

For subsequent deliveries as described in Section I.3, we create partial backorders and deliver these - insofar as we make subsequent deliveries - free of delivery and packaging costs. Further details can be found in Section I.3.4.

The minimum individual item values are as follows:

Land	Versandkosten	Hinweis
Albanien	39,95 €	-
Andorra	16,95 €	-
Antigua und Barbuda	67,95 €	-
Argentinien	67,95 €	-
Armenien	57,95 €	-
Aserbaidschan	57,95 €	-
Australien	74,95 €	-
Bosnien-Herzegowina	39,95 €	-
Brasilien	74,95 €	-
Chile	67,95 €	-
China	57,95 €	-
Costa Rica	67,95 €	-
Dominikanische Republik	67,95 €	-
Färöer	39,95 €	-
Georgien	41,95 €	-
Grönland	39,95 €	-
Hongkong	57,95 €	-
Indonesien	57,95 €	-
Island	40,95 €	-
Israel	41,95 €	-
Japan	57,95 €	-

Kanada	67,95 €	-
Kasachstan	97,95 €	-
Katar	57,95 €	-
Kirgisistan	57,95 €	-
Kolumbien	67,95 €	-
Liechtenstein	19,95 €	-
Malaysia	57,95 €	-
Mexiko	77,95 €	-
Moldau	46,95 €	-
Montenegro	48,95 €	-
Mosambik	67,95 €	-
Namibia	67,95 €	-
Neuseeland	74,95 €	-
Nordmazedonien	39,95 €	-
Peru	67,95 €	-
Philippinen	57,95 €	-
Sambia	67,95 €	-
San Marino	16,95 €	-
Saudi-Arabien	57,95 €	-
Senegal	67,95 €	-
Serbien	37,95 €	-
Sierra Leone	67,95 €	-
Singapur	57,95 €	-
Südafrika	74,95 €	-
Südkorea	57,95 €	-
Taiwan	50,95 €	-
Thailand	57,95 €	-
Trinidad und Tobago	67,95 €	-
Türkei	41,95 €	-
Vereinigte Arabische Emirate	71,95 €	-
Vietnam	57,95 €	-

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.

T&Cs

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