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Europe's No.1 in the Motorcycle and Leisure World

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**My Louis:** Your bikes always ready!

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### Always ready – your bikes in "My Louis"

Would you like to create a quick and easy shortcut to your vehicle selection?

All you need to do is transfer your selection into "My Louis". Then, whenever you log in on your PC, tablet or smartphone, your vehicle data will appear.

Saving and loading in "My Louis" replaces the respective list.

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- [Wish list](#)
- [Comparison](#)
- [Clothing & Helmets](#)
  - [Accessories](#)
  - [Balaclavas/Neck Warmers](#)
  - [Bike Leathers](#)
  - [Boots/Shoes/Socks](#)
  - [Children's Clothing](#)
  - [Functional Underwear](#)
  - [Gloves](#)
  - [Goggles/Sunglasses](#)
  - [Helmets & Visors](#)
  - [Kidney Belts](#)
  - [Leisure Wear](#)
  - [Protectors](#)
  - [Rainwear](#)
  - [T-Shirts](#)
  - [Textile Clothing](#)

[To helmet buyer's guide](#)

- [Equipment & Leisure](#)
  - [Service Parts](#)
    - [Alternator Parts](#)
    - [Batteries](#)
    - [Brakes](#)
    - [Carburettors](#)
    - [Chain Kits & Propulsion](#)
    - [Chassis](#)
    - [Clutches](#)
    - [Engine & Transmission](#)
    - [Filters](#)
    - [Gaskets & Seals](#)
    - [Seats/-Covers/-Cushions](#)
    - [Spark Plugs & Accessories](#)

[Maintenance & Care](#)

- [Brake Fluid](#)
- [Chain Care](#)
- [Chargers & Accessories](#)
- [Cleaners & Care Products](#)
- [Clothing & Helmet Care](#)
- [Engine Additives](#)
- [Metal Repair & Adhesives](#)
- [Oils](#)
- [Other Lubricants](#)
- [Paddock Stands & Accs.](#)
- [Paints](#)
- [Repair Instructions](#)
- [Sealants](#)
- [Tools](#)

[Add-On Parts](#)

- [Alum. & Chrome](#)
- [Centre & Side Stands](#)
- [Chassis & Foot Rests](#)
- [Enduro Accessories](#)

- [Exhaust Systems](#)
- [Handlebars/Grips/Lever](#)s
- [Instruments & Accessories](#)
- [Lighting & Electrics](#)
- [Mirrors](#)
- [Tank & Engine Crashbars](#)
- [Windshields & Fairings](#)

#### [Accessories & Luggage](#)

- [Anti-Theft Protection](#)
- [Cases & Racks](#)
- [Child Seats](#)
- [Leather Chopper Luggage](#)
- [Luggage Accessories](#)
- [Motorbike Covers](#)
- [Rucksacks & Handbags](#)
- [Saddlebags/Textile Bags](#)
- [Safety & First Aid](#)
- [Tailbags & Roll Bags](#)
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#### [Multimedia & Travel](#)

- [Cameras & Accessories](#)
- [Communication](#)
- [Head Up Displays & Accs.](#)
- [Maps & Guide Books](#)
- [Navigation](#)
- [Outdoor & Camping](#)
- [Smartphone Holder & Accs.](#)

#### [Gift Ideas](#)

- [Books](#)
- [Calendars](#)
- [Clocks/Watches/Jewellery](#)
- [Coat/Helmet Racks](#)
- [DVD & Blu-Ray](#)
- [Gift Articles](#)
- [Key Rings](#)
- [Metal Signs](#)
- [Models](#)
- [Stickers/Badges/Flags](#)
- [Toys](#)
- [Sale %](#)
- [Ideas](#)
- [Service](#)

#### [All about bikes](#)

- [Bike Specials](#)
- [Bike database](#)
- [Tips for DIY mechanics](#)
- [Tips for buying a used vehicle](#)

#### [For riding / travelling](#)

- [Country tips](#)
- [Tips for new bikers](#)

#### [Guide to purchasing & shipping](#)

- [Data Protection Declaration](#)
- [Guide for complaints](#)

- [Payment options](#)
- [Returns](#)
- [Shipping costs](#)
- [Shopping at Louis](#)
- [T&Cs](#)
- [VAT refund](#)

#### [All about shopping](#)

- [Catalogue](#)
- [Competition](#)
- [Gift vouchers](#)
- [LouisFunCard](#)
- [Material lexicon](#)
- [Newsletter](#)

#### [Louis](#)

- [Anniversary products](#)
- [Contact](#)
- [Legal notice](#)
- [Presenting Louis](#)
- [Technical query](#)

#### [Downloads](#)

- [Colouring books for young bikers](#)
- [Wallpapers](#)

#### [Basket](#)

#### [0 Articles](#)

---

You are here: [Home](#) / [Service](#) / [Guide to purchasing & shipping](#) / T&Cs

#### [Service](#)

- [All about bikes](#)
- [For riding / travelling](#)
- [Guide to purchasing & shipping](#)
  - [Data Protection Declaration](#)
  - [Guide for complaints](#)
  - [Payment options](#)
  - [Returns](#)
  - [Shipping costs](#)
  - [Shopping at Louis](#)
  - [T&Cs](#)
  - [VAT refund](#)
- [All about shopping](#)
- [Louis](#)
- [Downloads](#)



## **Important Information, Standard Terms and Conditions and Service Guide**

1. [Important Information](#)
2. [Standard Terms and Conditions](#)

1. [Company](#)
2. [Ordering, conclusion of contract and delivery](#)
3. [Later delivery](#)
4. [Payment types - domestic](#)
5. [Modes of payment abroad](#)
6. [Retention of title](#)
7. [Prices](#)
8. [Guarantee](#)
9. [Liability](#)
10. [Claims](#)
11. [Contactability](#)
12. [Right of cancellation of consumers](#)
  1. [Instructions on cancellation](#)
  2. [Exceptions to the right of cancellation](#)
  3. [Specimen cancellation form](#)
13. [Extended right of return as our extra service](#)
14. [Purchase receipts](#)
15. [Place of jurisdiction, Choice of law](#)
16. [Advice on out-of-court dispute resolution for consumers](#)
  1. [Dispute resolution procedure \(Germany\)](#)
  2. [Online Dispute Resolution \(EU\)](#)
3. [Service Guide](#)
  1. [Important information on technical articles and licensing requirements](#)
  2. [Information on vehicle batteries](#)
  3. [Notice in compliance with Section 18 of the German Battery Law \(BattG\)](#)
  4. [Germany's waste oil legislation \(AltöIV\)](#)
  5. [Information on § 18 German Electrical and Electronic Equipment Act \(ElektroG\)](#)
  6. [Advice on subsequent delivery/Recording of additional parts of orders in the case of orders from abroad](#)
  7. [General Information](#)

## **I.Important Information**

We are legally obliged to provide you with the following information before you place an order.

1. The product description gives the main features of each item in our catalogue/Online Shop or in our current advertising.
2. All important information about our company, including our business address, and for your communication with us, including the languages available for any contract concluded, are given in Sections II.1 and 2 below.
3. The total price of the goods is the price shown in our catalogue/Online Shop or in our current advertising. In respect of prices, please also refer to Section II.7. Shipping costs, which depend on the weight of the goods, must be added to the price shown. Precise information concerning shipping costs can be found in Section II.2 and the references there.
4. Our conditions of payment and delivery of goods and services are given in Sections II.2 - 17. In Section II.2 you can also find the time required to deliver the goods to you. For claims regarding goods delivered, please refer to Section II.10.
5. Your statutory warranty rights apply to the goods you have ordered. For details, please refer to Sections II.8 and 9.
6. All important information about your right to cancel is given in Section II.12.
7. Additional information for Contracts in electronic commerce
  1. The individual technical steps leading to conclusion of the contract are described for you in Section II.2.
  2. 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 of receipt that we send to you by email upon receipt of your order. You have an obligation to permanently save or to print out this acknowledgement of order 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.
  3. 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 goods in the shopping basket. There you will also find an

overview of all the goods 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 goods and all the 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 "Now buy" that you make a binding offer to buy the goods.

## **II. Standard Terms and Conditions**

### **1. Company**

#### **Company and summonable address:**

Detlev Louis Motorrad-Vertriebsgesellschaft mbH, Rungedamm 35, 21035 Hamburg

General Manager

Nico Frey, Joachim Grube-Nagel

24h-Tel.

0049 40 734 193 60

Fax

0049 40 734 193 47

Email address

info@louis.de

Registration Court

Amtsgericht Hamburg HRB 134 260

Tax ident. no.

DE 30 12 32 54 7

WEEE-Reg.-Nr.

DE 65 34 31 11

#### **Bank details:**

HypoVereinsbank AG - Hamburg

BIC

HYVEDEMM300

IBAN

DE 86 2003 0000 0000 3014 08

### **2. Ordering, conclusion of contract and delivery**

The goods presented in our catalogue/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 or electronically (e.g. by email) 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 "Now buy" button. In contrast, merely saving goods temporarily in the shopping basket does not constitute a legally binding offer on your part.

Only if you place an order via our Online Shop will we send you an acknowledgement of receipt 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 of receipt 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 articles you have ordered, which constitutes acceptance of your offer. The purchase agreement is already concluded with our payment request, which we send you by email or letter pursuant to subsection 4.5, only if you select the "Payment in advance" option. Within Germany, ordered and available goods will be delivered within 1-4 working days after we receive your order, or full payment if payment in advance has been selected. 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 specify it in the order. Please write clearly, preferably in block capitals, so as to avoid reading or transmission errors – thank you! We always deliver by post to your home address. Delivery to a PO box is not possible. There is no minimum order value. Within Germany, we make a standard flat rate shipping charge of €4.95 up to a full 30 kg parcel weight. This increases by €4.95 for each additional 30 kg.

We always 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 against payment in advance (Section 4.5).

In case of delivery delays 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 without delay. Under no circumstances would we send you a replacement article, even if it was 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 on page 769 or in our Online Shop under “Shipping costs”. Customs charges may be payable in addition. 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 you can also use English.

» [More information about shipping costs](#)

### **3. Later delivery**

If, with your consent, we deliver additional parts of your order at a later date, you will receive these without any postage and packaging costs. For this later delivery, we set a minimum single item value for each destination country (e.g. in Germany from €10). If the price of the goods is lower than this (or you do not consent to later delivery), we ask you to order the item(s) when it (they) become(s) (fully) available again.

### **4. Payment types - domestic**

#### **1. Purchase on account**

We deliver on account (subject to credit check). By placing your order, you authorise us to carry out the necessary credit check to rule out a credit risk (see further information thereto under [privacy policy](#)) and you pay within 14 days from the date of the invoice by bank transfer to our account.

#### **2. PayPal**

If you have a PayPal account, you can pay easily, safely and with a few clicks by PayPal in our online shop. PayPal transfers the amount immediately after you approve the payment with PayPal.

#### **3. Credit card (MASTER/VISA/DINERS/AMEX)**

Please state the full credit card number and the expiry date. As long as the card is valid, we will debit future invoice amounts from your credit card account. The invoice amount is charged to your credit account when the ordered goods are dispatched. In the event of an account block or of a cheque being dishonoured, we will deliver your order after payment in advance.

#### **4. COD**

You pay a fee of €6.90 in addition to the total amount of your order plus general delivery cost (as of 03/2018).

#### **5. Payment in advance**

On receipt of order, you will receive an e-mail or letter from us with exact details of the total amount of your order incl. shipping costs and terms of payment, as well as our bank details. Only then should you transfer this total amount to our bank account. Once we have received the total amount your order will be assembled and dispatched to you.

#### **6. Instalment purchase and pay later plan**

Do you want to buy now and pay later? We offer you two simple choices with a minimum purchase value of EUR 199. You can find details of our Louis instalment purchase and Louis buy now pay later plan in our catalogue on page 349, or in our

online shop at "<http://www.louis.ie/service/kaufen-und-versenden/ratenkauf>".

## **5. Modes of payment abroad**

In accordance with subsection 4, we deliver to Austria and Switzerland on account, by PayPal, against payment by credit card or payment in advance. To the Netherlands we further deliver against payment by iDEAL. To other countries by PayPal and against payment in advance. Payment by credit card is also possible for deliveries to the following countries: Belarus, Belgium, Bulgaria, Czech Republic, Denmark, Estonia, Finland, France, Great Britain, Greece, Hungary, Iceland, Ireland, Italy, Kazakhstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta (M), Monaco, Norway, Poland, Portugal, Romania, Russian Federation, Slovakia, Slovenia, Spain, Sweden, Ukraine. Any applicable bank charges are borne by yourself.

## **6. Retention of title**

We reserve the title to the supplied goods until their purchase price has been paid in full. Until then you are obliged to handle the goods with care and leave them in your care, not sell them or otherwise dispose of ownership thereof. In the event of attempts by third parties, particularly bailiffs, to seize the goods you must point out our ownership and notify us in writing immediately so that we can assert our rights of ownership. If your conduct is in breach of the contract, especially in the event of payment default, we are entitled to demand surrender of the goods provided we have withdrawn from the contract.

## **7. Prices**

### **1. In Germany**

For purchases or deliveries to customers in Germany only the prices specified in euro in our catalogue/Online Shop and in the current advertising at the time of your order apply; pricing errors therein are reserved. All prices are inclusive of the statutory value added tax currently standing at 7% or 19% and are exclusive of shipping costs, the amounts of which are listed above in Section 2.

### **2. Abroad**

For purchases by and 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 shown in our catalogue/online shop and in the current advertising at the time of your order. For purchases by and deliveries to customers outside the European Union (EU), we charge no VAT; e.g. in Switzerland or Russia you must pay the applicable customs duty and VAT to the national post office on delivery of the goods. In such cases, the German VAT (currently 7% or 19%) included in our advertised prices is omitted.

All prices are exclusive of shipping costs, which are listed in our catalogue on page 769 and in our online shop under "Shipping costs".

## **8. Guarantee**

The statutory provisions apply to your order; according thereto you are entitled, as the buyer, if goods are surrendered to you in a defective state, to demand subsequent performance at no cost to you in the form of rectification of defects or delivery of a flawless item, i.e. the goods will be repaired without any problems or replaced in full. If the subsequent performance option you choose would lead to unreasonably high costs, we are entitled to reject it and choose the other option unless this also entails unreasonably high costs.

By law the warranty period is two years from surrender of the goods to you as our customer.

## **9. 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 due to intent or gross negligence, for guaranteed quality characteristics, due to loss of life, personal injury or illness or under the German Product Liability Law.

## **10. Claims**

The quick and easy way to make a claim is to go to the store where you purchased the goods. Naturally, you can also make claims about goods purchased by mail order in every Louis store, except our store(s) in Switzerland, or you can make a claim online about goods purchased in a Louis store in Germany or Austria.

For goods purchased in our store(s) in Switzerland, please only make your claim there.

## **11. Contactability**

Mail order is usually the fastest way to place your order (if there is no Louis store near you). You can contact us easily by internet, e-mail, telephone, fax or postcard. We are at your service round the clock, 365 days a year (no answering machine). Besides this round-the-clock order acceptance service, you can contact us at our head office ideally during core office hours from Monday to Thursday 9.30 am to 3.30 pm and on Fridays until 1.00 pm. Naturally, we are also available outside these times, but the flexitime system allows our staff to arrange their working hours flexibly.

## **12. Right of cancellation of consumers**

Only consumers are entitled to the statutory right of revocation. Pursuant to section 13 of the German Civil Code (BGB) a consumer is any natural person who concludes a legal transaction for a purpose that can predominantly neither be attributed to their commercial nor their independent professional activities. You are provided below with information on the prerequisites and consequences of the statutory right of revocation for mail order purchases. A contractual granting of rights going beyond the law is not associated therewith.

### **12.1 Instructions on cancellation**

#### **Right of cancellation**

You are entitled to cancel this contract within 14 days without stating any reason. The cancellation deadline is 14 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 Motorrad-Vertriebsgesellschaft mbH, Rungedamm 35, 21035 Hamburg, Germany, telephone: 0049 40 734 193 60, fax 0049 40 734 193 47, email: info@louis.de, by means of an unambiguous declaration (e.g. a letter sent by post, phone, a fax or an email), about your decision to cancel this contract. For this purpose you can use the specimen cancellation form suggested in section 12.3 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 14 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 can refuse to pay the refund until we have received the goods back from you or until you provide evidence that they have been sent back, whichever of these happens first.

You shall send or take the goods back to us without delay and in any event within 14 days at most 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 14-day deadline has expired.

We shall bear the cost of returning the goods from the following countries: Austria, Belgium, Denmark, France, Germany, Italy, Luxemburg, Netherlands, and Switzerland. Otherwise you shall bear the direct cost of returning the goods.

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.

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

There are legal exceptions to the right of cancellation (§ 312 g para. 2 BGB (German Civil Code)). For example, you cannot cancel the distance-selling contract if the goods ordered were specially manufactured to your specifications or are clearly

tailored to your personal requirements and cannot be sold to anyone else, or only at an unacceptable discount, 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, by their nature, these have been inseparably mixed with other goods after delivery
- contracts for delivery of audio or video recordings or computer software in a sealed pack if the seal has been removed after delivery.

### **12.3 Specimen cancellation form**

If you wish to cancel this contract, please fill in this form and send it back. (Note: The use of this form is not prescribed - see paragraph 12.1)

Detlev Louis Motorrad-Vertriebsgesellschaft mbH  
Rungedamm 35  
21035 Hamburg, Germany  
Fax +49 (0)40-73419347  
Email: info@louis.de

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

(Please describe the goods exactly here)

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.

### **13. Extended right of return as our extra service**

Any product purchased from us can be exchanged or returned 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. If the current retail price of the product is lower, we will only refund this lower amount.

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 Motorrad-Vertriebsgesellschaft mbH, 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 12) and your statutory warranty rights (Section 8) apply additionally and in full.

Excluded from this extended right of return are books, videos, maps, CDs, DVDs, data carriers and software (because they become out of date or expire), batteries (due to ageing even when not used) and all disposable articles.

### **14. Purchase receipts**

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 documents for your orders, please contact us by email/fax/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.

## **15. Place of jurisdiction, Choice of law**

If you are a consumer who is 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 based on this choice of law the protection granted to you due to the mandatory provisions of the law of the EU state in which you have your habitual residence is withdrawn.

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

### **1. Dispute resolution procedure (Germany)**

It is not our policy, nor are we under any obligation, to participate in any procedure before a consumer dispute resolution body.

### **2. Online Dispute Resolution (EU)**

The European Commission provides consumers with a platform for online dispute resolution (ODR) without going to court. This platform can be found via the external link <https://ec.europa.eu/consumers/odr/main/?event=main.home.show>.

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

## **III. Service Guide**

### **1. Important information on technical articles and licensing requirements**

#### **Please note:**

1. If you would like to purchase a consumable item or accessory, such as spark plugs, batteries, luggage systems or the like, please observe exactly the specifications and approvals set out in your manufacturer's user handbook or its instructions and only use products/dimensions which are specially approved for your vehicle! Non-compliance can lead to serious damage to your vehicle and to life and limb. We are not liable therefor; subsection 9 also applies in this respect.

2. All information on type approval, component type approval as well as construction and operation specifications with respect to our products and their use, such as "not subject to TÜV (German vehicle testing agency) approval", "TÜV certification", "General Operating Licence (ABE)", etc., apply solely to the area of validity 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 checked the legal situation outside Germany and so we cannot make any statements on this. Please clarify this yourself with the competent authorities in your country prior to use, assembly, etc. On the other hand, all articles with E or ECE test marks ("E-tested") are approved in accordance with their intended use throughout the EU.

3. You can find our special battery information on vehicle batteries in our catalogue on Page 761. Here we have also printed information for you on the return of and deposit for vehicle batteries in accordance with § 10 of the Batteries Act (BattG) as well as our advice pursuant to section § 18 BattG. You can also find both of them as follows on this page.

### **2. Information on vehicle batteries**

Old vehicle batteries can be returned by the end user without charge to the seller at or near his retail outlet or to the mail order supplier's distribution warehouse (must not be sent through the mail due to the hazardous goods regulations). Some municipal collection points or recycling centres may make a charge. Please inquire at your local collection point. End users who purchase a new vehicle 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 vehicle 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 Battery Law (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 vehicle 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.

### 3. Notice in compliance with Section 18 of the German Battery Law (BattG)



The crossed-out refuse bin symbol depicted at the top right means: batteries must not be put into domestic 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 contains these metals and therefore special rules apply to its disposal.

Batteries must not be disposed of with household waste. They may contain substances that are harmful to the environment and pose a health risk. Please return used batteries to us, or take them to your municipal recycling centre or battery dealer. The return of used batteries is free of charge and required by law; in case you want to return the batteries elsewhere than at a Louis store, please be aware that eventual costs are at your charge. All used batteries are re-used, enabling valuable materials to be recycled and, at the same time, protecting the environment and health.

### 4. Germany's waste oil legislation (AltöIV)

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 outlets, up to same quantity as was sold to you as the end-user. As an alternative, we offer you the option of taking your used oil to a large number of authorised garages throughout Germany. This service is free of charge. You can also have your oil change done expertly for you at these garages.

You can find these [specialist workshops](#) at /service/filialen. Or you can phone us on 0049 40 734 193 60. We will be pleased to give you the address of your nearest authorised garage that accepts used oil. We regret that we are not able to reimburse the cost of travelling to the garage.

### 5. Information on § 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.
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. Owners of waste equipment from private households can take it to official recycling centres or to collection points provided by the manufacturer or seller of the equipment, as defined by the ElektroG. An online list of collection points in Germany can be found at: <https://www.ear-system.de/ear-verzeichnis/sammel-und-ruecknahmestellen.jsf>
4. 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.

### 6. Advice on subsequent delivery/Recording of additional parts of orders in the case of orders from abroad

For subsequent deliveries, as described in subsection II.3, we record additional parts of orders according to minimum article values which are set individually 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
Great Britain	€29.00
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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 (M)	

	€29.00
Monaco	€19.00
Netherlands	€9.00
Norway	€39.00
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Portugal	€29.00
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Russian Federation	€69.00
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Spain	€29.00
Spain - Canary Islands	€29.00
Sweden	€29.00
Switzerland	€14.00
Ukraine	€69.00

We do not record additional parts of orders for any countries which are not listed. In this case we request that you reorder the article when it is available again.

## 7. General Information

Various services may differ outside Germany due to the national legislation applicable there or not be rendered for that reason. Upon publication of this catalogue all other catalogues cease to be valid. All illustrations of the goods we offer, e.g. in catalogues or on product pages, are non-binding. Illustrated accessories are not included in the delivery contents unless expressly described to the contrary.

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