

# Drum Guitare Plus

## General sales conditons

Last update : July 25th, 2011

The following sales conditions are agreed upon between : The enterprise 9072-6738 Quebec Inc., [www.drumguitareplus.com](http://www.drumguitareplus.com) (Drum Guitare Plus), 8780 Saint-Laurent local 2, Montreal QC, H2N1M4, Canada, hereafter known as “[www.drumguitareplus.com](http://www.drumguitareplus.com)” and by any individual or corporation wishing to buy on [www.drumguitareplus.com](http://www.drumguitareplus.com) website, hereafter known as the “client” or the “customer.”

## Article 1 - Object

The following sales conditions are aimed at defining the contractual relationship between [www.drumguitareplus.com](http://www.drumguitareplus.com) and the customer, as well as the conditions applicable upon any purchases through out the online shop [www.drumguitareplus.com](http://www.drumguitareplus.com), wether the buyer is a professional or a consumer. The acquisition of a property or a service via the website implies an complete agreement by the customer of the following sales conditions. Every offers made by [www.drumguitareplus.com](http://www.drumguitareplus.com) appearing in newspapers, flyers, printed media, internet, etc. can be modified and/or replaced at any time. These sales conditions supersede all other conditions (including those in store). These sale conditions will prevail upon any other conditions, either general or particular, non-explicitely agreed by [www.drumguitareplus.com](http://www.drumguitareplus.com). [www.drumguitareplus.com](http://www.drumguitareplus.com) reserves the right to modify its sales conditions at any time. In that case, the applicable conditions would be the current conditions at the time of the sale.

## Article 2 - Offered Products and services

The offered products and services are those displayed online at [www.drumguitareplus.com](http://www.drumguitareplus.com). These products and services will be offered while stocks last. [www.drumguitareplus.com](http://www.drumguitareplus.com) has the right to modify partly or wholly the offered products and services due to exchange rate or of the acquisition price. The stocks will be kept up to date on a daily base. However, it might happen that the number of products ordered is higher than the number of products in stock. In that case, the customer would be altered by e-mail and he would be told when the ordered products would be available. The pictures displayed in the catalogue are as faithful as possible, but we cannot guarantee a perfect match with the offered product, in particular regarding the color of the product.

## Article 3 - Rates

Every prices displayed on this website are shown in Canadian Dollars (CAD), tax free and without specifying the handling and shipping rates. Prices shipped out of Canada are displayed in Canadian dollars and tax-free, without specifying the handling and shipping rates. The payment of applicable taxes, as well as the customs charges will be paid by the customer to the custom authorities as well as local fiscal authorities. [www.drumguitareplus.com](http://www.drumguitareplus.com) can at any time change its rates, understanding that the displayed price in the online catalog will be the only price charged to the customer. Any change of the tax rate will be immediately reflected on the prices and rates of products and services.

## Article 4 - Guaranteed Low Prices

[www.drumguitareplus.com](http://www.drumguitareplus.com) guarantees his customers the lowest prices on sold products. No retailer in Canada will have a better displayed price in Canada.

### How the lowest prices policy works:

- Can only be applied to products sold in store or on our website ([www.drumguitareplus.com](http://www.drumguitareplus.com))
- For ten days after his purchase, if the customer finds a difference equals or greater than \$15 (fifteen) CAD of the purchased product on another canadian website, [www.drumguitareplus.com](http://www.drumguitareplus.com) will repay the customer 100% of the difference, as well as an additional 10% of the difference of our price and the competitor's price (after verification of the price by [www.drumguitareplus.com](http://www.drumguitareplus.com)'s team at the authorized retailer).
- To claim the refund, the customer must come in store or contact us by e-mail showing us a proof of the alleged better price. No claim will be treated by phone.

### Conditions and policies

- The product must have been bought in store or at the online shop [www.drumguitareplus.com](http://www.drumguitareplus.com)
- The customer has a total of ten (10) days to get a refund. After these aforementioned ten days, no refund will be dealt.
- This lowest prices policy is only applied to products published and sold in Canada by an authorized canadian retailer.
- The prices must be displayed in Canadian dollars.
- The information must be checked by our team. The claim must be submitted to our team by e-mail, along with a screen shot of the price in question and a link to the online canadian authorized retailer. The information will have to be validated within twenty-four (24) hours of the request.
- The refund will be emitted as a gift certificate, which will be nominative. This gift

certificate will remain valid one (1) year after the printing date.

- Sets, packs, and sales promotions are explicitly excluded of this lowest price policy.
- The product must be clearly announced and must belong to an authorized dealer, displayed on its website, its catalogue or in the newspaper.
- The product must be perfectly identifiable (brand, serial number, UPC code, product code)
- If the customer has bought the same product at a lower price somewhere else, he must bring the genuine invoice of the purchase. Photocopies will not be accepted.
- This lowest price policy can be changed at any time without any notice.
- The product must be held in stock by the other retailer.

### **When is our lowest price policy not applicable?**

- If the product is not sold by an authorized dealer, on its website, its catalogue or in the newspaper;
- If the product is not sold in Canada;
- If [www.drumguitareplus.com](http://www.drumguitareplus.com) has no access to the aforementioned product by our suppliers;
- If the product is sold within a clearing or closing sale;
- If the product is sold in a clearing shop;
- If the product is discontinued;
- If the product is part of a demonstration (“demo”), is repacked or in an open box;
- If the product is part of a set or a kit;
- If the product is offered freely in a pack;
- If the product is listed on comparing price website or on an auction website;
- If the product is listed on classified websites, eg. [kijiji.ca](http://kijiji.ca), [lespacs.com](http://lespacs.com), [craigslist.com](http://craigslist.com);
- If the product is sold on ebay or any online auction website;
- If the product is sold by [amazon.ca](http://amazon.ca);
- If the customer cannot provide a proof of an original invoice by a competing shop;
- If the product is used or is second-handed;
- If the product was part of a pricing error;
- If the shipping is included with the price;
- If taxes are included with the price;
- If the price found by the customer is below our cost price

## **Article 5 - Availability**

The offered products and prices are valid as long as they are displayed on [www.drumguitareplus.com](http://www.drumguitareplus.com) online catalog, while supplies last. For products that [www.drumguitareplus.com](http://www.drumguitareplus.com) does not keep in store, the offers are valid as long as they are available from our suppliers. Information concerning the availability are given to the customer at the moment of the command. These information come straight from our suppliers, and errors and/or modifications might exceptionally happen. In the event where an ordered product would be unavailable, [www.drumguitareplus.com](http://www.drumguitareplus.com) shall inform the customer via e-mail, phone or mail as

soon as [www.drumguitareplus.com](http://www.drumguitareplus.com) gets information from its suppliers. In the same way, the number of ordered products might be above the number of items held in stock. In that case, the customer would be warned by e-mail, phone or mail and would be told the date of the availability of his command.

## **Second-hand (used) products**

An exception applies on second-hand (used) products. Those are available while supplies last. It might happen that a product keeps being displayed on our website for some time after the sale. If the vector icon of stocks is displayed in red, this would mean the product is not held in stock anymore. If the customer still orders the product, [www.drumguitareplus.com](http://www.drumguitareplus.com) will not be able to fulfill the command. Besides, the customer will have to pay a fee for the refund.

# **Article 6 - The order**

A customer can order :

- On internet : [www.drumguitareplus.com](http://www.drumguitareplus.com)
- By phone : From Canada and the United States 1-866-276-3786 (toll-free from a fixed line), using Paypal as a payment method.
- C.O.D (cash on delivery) is not accepted
- By fax : +1 (514) 276-8782, using Paypal as a payment method.

The customer who wishes to buy a product or service must necessarily :

- Fill out the identification form on which he will give his address, as well as any information needed to deliver the product. The password letting him accessing his customer account is strictly confidential. Each time the customer comes to [www.drumguitareplus.com](http://www.drumguitareplus.com) online shop, the customer will be identified with his id name as well as his password. Besides, this profile contains no banking information whatsoever. These banking information are kept by Paypal only.
- Fill out the order form by giving every references concerning chosen products or services.
- Validate the order after it's been placed.
- Perform the payment in the required conditions.

The confirmation of the order leads to the agreement of the present sales conditions, the acknowledgment of being perfectly aware of them, as well as giving up any particular sales conditions or other conditions. The set of the given information and the registered confirmation of the order are regarded as proof of payment. The confirmation has the same power as the customer's signature and the agreement of transactions. [www.drumguitareplus.com](http://www.drumguitareplus.com) will send by e-mail a confirmation of the order to the customer. [www.drumguitareplus.com](http://www.drumguitareplus.com) cannot be held responsible of any event out of its control, especially in such events where the online order would be either delayed or prevented.

Some orders can sometimes lead to additional demands to the customer. In that case, the client is warned by e-mail or by phone of the additional documents needed to fulfill the order. [www.drumguitareplus.com](http://www.drumguitareplus.com) keeps the right to cancel the order in the event where needed documents would either be not received or not valid.

The order placed by the customer can be cancelled at any time by [www.drumguitareplus.com](http://www.drumguitareplus.com) for any reason, including when not enough information is known. In that case, the customer will be warned by [www.drumguitareplus.com](http://www.drumguitareplus.com).

## Article 7 - Payment terms

The payment of the products bought on [www.drumguitareplus.com](http://www.drumguitareplus.com) website is completed at the moment of the order using one of the following ways (up to the customer) :

### **By VISA, MASTERCARD, or CB NETWORKS CREDIT CARDS**

Every payment is performed through Paypal's own secure system using SSL (secure socket layer) protocol, in such way that sent information are encrypted by a software and that nobody has access to it at the moment of the transport on the network. Paypal accepts the following credit cards : Visa, Delta, Electron, Mastercard, Eurocard, Paypal Debit Card, Paypal Credit Card, Maestro Solo and American Express.

### **By check**

Cash-able in Canada, placed in Canadian dollars currency, to the order of Drum Guitare Plus (9072-6738 Québec inc.) and addressed to Drum Guitare Plus (8780 St. Laurent, local 2, Montréal QC, H2N1M4, Canada). The order will be validated and delivered after reception and cashing of the check(s) (approximately five business days), representing 100% of the value of the command. It is not possible to pay by check on [www.drumguitareplus.com](http://www.drumguitareplus.com)'s website. The customer must contact us so the order can be placed, either by phone, e-mail or fax.

### **Using Paypal**

Paypal is a business offering a secure payment on internet, letting a customer send his payments via internet using an e-mail address, without having to give his banking information at each payment. Paypal is one of the safest solution to conclude online payments. Paypal, subsidiary of [ebay.com](http://ebay.com), lets individuals as well as businesses send and receive online payments. This is the easiest and fastest way to pay for goods on [ebay](http://ebay.com), as well as the favourite method of payment for sellers and buyers alike on [ebay](http://ebay.com)'s website. Paypal lets you carry out online payments rapidly and in total security using a simple credit card and a bank account.

### **By [drumbazar.net](http://drumbazar.net) / [drumguitareplus.com](http://drumguitareplus.com) gift certificate**

At the moment of the payment, the customer can give the code(s) displayed on the certificate. The customer can equalize the amount of the command if this amount is higher than that of the

certificate(s). The value of a gift certificate must be used all at once. Gift certificates issued by [www.drumguitareplus.com](http://www.drumguitareplus.com) are valid for one year.

### **By C.O.D.**

“Cash-on-delivery” payment method is not accepted.

### **By administrative order**

This payment method is exclusive to : city halls, conservatories, schools, orchestras

### **By postal order**

The customer sends a copy of his command with a postal order as an attachment to the order of [drumguitareplus.com](http://drumguitareplus.com), by paying the whole amount of the order (shipping fees included) to the order of Drum Guitare Plus (9072-6738 inc.) and addressed to Drum Guitare Plus (8780 St. Laurent, local 2, Montreal QC, H2N1M4, Canada)

The order of the customer will be validated once the payment is confirmed and validated by [drumguitareplus.com](http://drumguitareplus.com). The goods are owned by [www.drumguitareplus.com](http://www.drumguitareplus.com) until the invoice is completely paid.

## **Article 8 - Delivery**

### **8.1. General information**

Shipping fees are paid by the customer, unless the order holds the mention “Free shipping.” The insurance concerning the shipping is mandatory for every good. It covers the total value of the merchandise. This protects the customer in case of problems during the shipping and ensures him to be covered in case of problems. All of our products are thoroughly inspected before the shipping, and we therefore might have to open original boxes before shipping. [www.drumguitareplus.com](http://www.drumguitareplus.com) cannot be held responsible in the event where the merchandise would be damaged, lost, or boxes would be opened after leaving our warehouse or shop.

The customer agrees to give, during the order, every information necessary to the delivery to his address. In particular, the customer must give a phone number where he can be reached during the day by us or the delivery business. The customer agrees, for himself or the receiver of the order, to take delivery at the given address. During shipping, the customer or the receiver must be able to prove, if asked, his identity. The customer agrees, after opening and verifying the content of the package in the presence of the carrier, to sign the delivery receipt given by the carrier. The shipping does not include the start-up of the devices.

### **8.2. Shipping time**

Each command will be treated once the order is validated and confirmed (see Article 7 - Payment methods). The shipping time can vary according to the distances and business days. In the event where the shipping time would be longer than projected, [www.drumguitareplus.com](http://www.drumguitareplus.com) will warn the customer as soon as possible and by any means so the customer can either chose to carry out or cancel partly or totally the order. In the event of a cancelled order, expenses incurred by using Paypal will not be refunded to the customer. The shipping time cannot at any moment lead to the payment of to the customer or service provider thereof.

For products whose value is above \$500 CAD the maximum shipping time in Canada is twenty (20) days from the moment where the order is validated and completed. In case of a delay, an e-mail will be sent to the customer. In that case, as long as the the product is not shipped within this time interval, the customer can ask for a credit (or asset) refund which will be attributed to his account within 48 hours. This asset is valid for one year starting the day it is issued. If the customer choses a refund, a check or a transfer of the value will be sent to him within 15 days following the issuing of this credit amount.

### **8.3. Free shipping for orders over \$200 CAD**

What fixes the free shipping is the value of the order, the weight and dimensions of the merchandise as well as the shipping destination. Handling and shipping fees are applied if an order does not fulfill the free shipping criteria.

Shipping fees are mandatory in every countries, save for some canadian regions (see below). Fees vary according to the destination, the dimension and the weight of the merchandise. The person in charge of the delivery at [www.drumguitareplus.com](http://www.drumguitareplus.com) will contact the customer within two business days following the order to let him know the additional shipping fees. A bill concerning these aforementioned shipping fees will be sent to the customer before our team procedes with the order.

In Canada, free shipping is not available in regions considered as “Out of Distribution” such as Canada’s northern territories (Nunavut, Yukon and Northwest territories). For such regions, higher fees can be applied.

To be eligible to free shipping, the customer’s order must respect the following conditions :

- The amount of the order must be at least \$200 CAD (tax not included)
- The weight of the order must not be higher than 22 lbs (10 kg)
- The dimension of the package must be at most 27.5” x 27.5” x 27.5” (0.7m x 0.7m x 0.7m)
- The address of the order must be in Canada
- The address of the order must not be within regions considered as “Out of distribution” regions.

For all destinations other than Canada, shipping fees are calculated before the final confirmation with the customer.

For any order whose value is higher than \$400 CAD (tax included) placed in Canada, [www.drumguitareplus.com](http://www.drumguitareplus.com) offers free handling of the command. [www.drumguitareplus.com](http://www.drumguitareplus.com) holds the right to remove this offer at any moment.

For any order whose value is lower than \$300 CAD (tax included), an additional handling fee is added to the shipping fee. This fee is calculated according to the weight and the dimensions of the package and is told to the customer before the order is shipped.

**Note : merchandise in special or on sale is not eligible to free shipping.**

## 8.4. Handling and shipping fees

For order whose value is

- below \$100 CAD (tax included) : \$5.95 CAD
- between \$100 CAD and \$150 CAD : \$8.95 CAD
- between \$150 CAD and \$200 CAD : \$10.95 CAD
- between \$200 CAD and \$400 CAD : \$12.85 CAD
- above \$400 CAD : free handling fees

## 8.5 Delivery methods

- Express delivery
- Standard delivery

In the event where the customer would be absent, a notice will be left in the mailbox and the package is to be picked up at the post office mentioned on the notice. Orders addressed to destinations "Out of distribution" or considered too far can be shipped using Post Canada.

# Article 9 - Return Policy

In the event where merchandise would have to be returned, please follow these steps:

- If you are not totally satisfied by our products, you have ten (10) days from the moment of the shipping to ship us back the product. Please note that shipping fees will be charged to you. Drum Guitare Plus ([drumbazar.net](http://drumbazar.net), [drumguitareplus.com](http://drumguitareplus.com)) does not refund; only exchanges or give credit on merchandise in store if some conditions are fulfilled. Credit will be given under the form of a gift certificate and will be valid for one (1) year. Please contact us by e-mail or by phone (1-514-276-3786 or toll free 1-866-276-3786) so we can check with you that the team handling the returns gives you a #AR (authorization number) mandatory to ship us back the merchandise.

- If the merchandise is not shipped back within 10 days following the day when it was shipped to the customer, no refund, exchange or credit will be done. Please make a copy of the receipt and send us the original along the merchandise to ship back. Orders cannot be sent back without a proof of purchase or a sales receipt.
- For online orders, at the moment of the reception of the merchandise, the customer will pay 20% of the value of the merchandise for administrative fees, product verification and restocking. Please repack and place all the accompanying items (warranty certificate, user manual, promotional gifts, etc.) the way you got them. Please note that items which would be sent back incomplete, broken or dirty will lead to handling fees for the repacking, preparation and restocking which can climb up to 40% of the original price.

The customer agrees to pay the entirety of the shipping fees as well as any damage the merchandise could be exposed to during the shipping.

Please send your merchandise back to:  
Drum Guitare Plus  
8780 St. Laurent local 2  
H2N1M4  
Montreal QC  
Canada

Toll-free : 1-866-276-3786  
Phone : 1-514-276-3786  
Fax : 1-514-276-8782

[www.drumguitareplus.com](http://www.drumguitareplus.com)

The returns must have been authorized within 10 (ten) days following the day when we shipped you the merchandise. Some products cannot be returned. For more information, please contact us by e-mail or by phone : 1-514-276-3786 or toll-free: 1-866-276-3786.