

# TERMS & CONDITIONS

*Rudimental Drummers - v.2.2 - 5.21.2023*

## **The start of our journey together.**

### **1. Definitions**

1.1 We try to keep it as simple as possible and don't use any difficult words. If you find we do, or if you don't know what we mean by anything in these Terms and Conditions, please reach out and ask us.

1.2 There's only one definition that matters to us: Craftsmanship. Beats. Talent.

### **2. About us and how you can reach us**

2.1 Hello! We are Rudimental Drummers, a small business from The Netherlands (northern Europe) owned by René van Haaren en Daan Cornelissen.

2.2 If you'd like to chat with us, you can do so in the following ways:

Call us: +31 6 11306311

E-mail us: [info@rudimentaldrummers.xyz](mailto:info@rudimentaldrummers.xyz)

Social Media:

> [YouTube](#)

> [Facebook](#)

> [Instagram](#)

> [LinkedIn](#)

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2.3 We make it a priority to answer every message within 48 hours. At Rudimental Drummers, we strive to be as available as possible for our customers, even on weekends. However, as a company run by just two people, we may not always be able to respond immediately.

2.4 So, if you have any questions or concerns, don't hesitate to reach out to us. We'll do our best to get back to you as soon as we can.

2.5 You might find this useful numbers:

Chamber of Commerce (CoC) number: 75215365

VAT identification number: NL860190444B01

### **3. Applicability**

3.1 These conditions are applicable when you buy or have bought something from us.

3.2 We want to make sure you've seen these Terms and Conditions. They tell you what we do for you and what you can expect from us.

### **4. Ordering**

4.1 We always tell you what, when, and how, you can buy something. And how much it costs and if you can exchange it.

4.2 Did you spot a mistake on the product page? You can hold us to it. Except if it's clearly a mistake and you could've known beforehand.

4.3 We work on a safe online environment every day. That way, you can shop with peace of mind.

4.4 If you order something from us, you'll receive a confirmation of your order via email. We'll keep you posted afterwards, until you've received your package. It's your wonderful product, in the end.

## **5. Delivery timeframe**

5.1a Unless otherwise stated in the offer, RD Pads orders are shipping within 4-7 weeks of purchase. However, this delivery timeframe is an estimate, and may be subject to change depending on factors such as availability of materials, production capacity, and shipping delays.

5.1b We communicate proactively if anything important occurs with your order.

5.2 Feel free to contact us if an item is out of stock and you want to know when it will arrive again.

5.3 We do not mass manufacture. We hope you can appreciate the extra time it takes to produce hand crafted drum pads in our home garage as we strive to expedite our methods to facilitate our inventory and high demand. We appreciate first hand the time you put in the practice room to achieve performance success - we hope you will patiently return the favor as we hand craft your product with artisanal attention to details.

## **6. Shipping**

6.1 For our domestic shipment and shipments within the European Union, we ship our products with the postal service of PostNL. If you would like another method or expedited shipping, please contact us.

6.2 All shipments are ensured for the product price, to a maximum of €500.

6.3 We ship to a majority of international countries, please email us for arrangements.

6.4 International shipments outside the EU require additional duties and taxes to be paid by the customer at package pickup. Make sure to check with your local postal service or customs office to find out what these fees will be before you place an order. Contact us if you have any questions.

6.5 We are not responsible for any shipping delays or lost packages once they have been picked up by the carrier.

6.6 We are not responsible for undeliverable packages because of wrong address information. In case of 'return to sender' the full shipping costs will be charged again.

6.7 Shipping fees are calculated based on the weight and dimensions of the product, as well as the destination country.

## **7. Cancel your order**

7.1 If you choose to cancel an order before it has shipped, please contact us and we will assist with a refund and order cancellation.

7.2 If you have bought a customized product, the customized parts that are already produced can not be refunded.

## **8. Product maintenance, care and disclaimers**

8.1 Care for our products as you would any other fine percussion instrument.

8.2 We strongly advise against getting any of our instruments wet, dropping them or any activities that can damage the instrument's functionality.

8.3a Our wooden products are not finished with an acrylic gloss finish because it is an indoor pollutant as it deteriorates, and if you choose to remove any "character" (dents and scratches) you might have caused, you can do so by simply sanding and applying varnish or mineral oil.

8.3b Due to the nature of the plywood we use, each RD Pad will vary slightly and may include knots, cracks and other markings. These are unique characteristics of the wood we use, and should not be viewed as defects. Depending on the type of pad, the plywood used is naturally a soft wood. The final product has been varnished to harden the surface. It is still, however, soft and can easily dent.

8.4a Upon receiving your RD Pad, the drumhead may not be fully tensioned in order to prevent any damage during shipping. Therefore, we highly recommend tuning the drumhead to your desired tension before using the pad.

This will not only provide the best possible playing experience but also ensure the longevity of the drumhead.

8.4b To keep your RD Pad in top condition, we recommend changing the drumhead every two years or as needed. As with any percussion instrument, the drumhead will naturally wear out over time with regular use. It is important to replace the drumhead periodically to maintain the quality of sound and playing experience.

8.5 To keep your RD Pads and RD Drumsticks in good condition, it's important to store them properly. It's best to store them in a cool, dry place where they won't be exposed to extreme temperatures or moisture. Avoid leaving them out in the open or in direct sunlight, as this can cause them to warp or fade over time.

8.6 Regarding our RD Apparel, we strongly recommend following the care instructions on the garment's tag. In general, it's best to machine wash in cold water and hang to dry to prevent any shrinking or damage to the fabric. Avoid using bleach or harsh detergents, as they can cause colors to fade or the fabric to break down over time. For any stubborn stains, spot clean with a mild detergent and water before washing. Avoid ironing any printed areas of the garment, as the heat can damage the design. With proper care, your RD Apparel should stay looking great for a long time.

## **9. Warranty information: Rudimental Drummers Satisfaction Guarantee**

9.1 Rudimental Drummers warrants their products to the original owner against defects in materials and workmanship for the first year after purchase.

9.2a We are constantly changing our practices to improve our construction methods to ensure a life long product. If however you feel that the instrument has moved or cracked too much and it has affected the sound and structural integrity, by all means contact us and we would love to come up with a solution to repair or replace the product.

9.2b If we have changed the way we make an instrument then you get the new version.

9.3a Our warranty does not cover any damage caused by neglect, improper care, accident, or normal wear and tear.

9.3b It is our discretion if instrument damage is the result of defect or improper use.

## **10. Returning a product**

10.1 We want you to be completely satisfied with your RD Pads purchase. We work hard to carefully design and hand craft each product we make and to ensure that every piece we ship meets our very high standards.

10.2 If you are not satisfied, you may return any item\* you've purchased from the Rudimental Drummers' store within 30 days of receipt of the product.

10.3 Please notify us by email that you are returning the item so that we will be looking for it.

10.4a Upon receiving the item back in excellent condition as explained in article 10.4b, we issue a full credit back for the purchase price of the item.

10.4b To be eligible for a return, the item must be in new and resalable condition, which means that it should be unused, undamaged, and in its original packaging. We cannot accept returns for items that have been used, altered, washed, or damaged in any way. Additionally, items that have a strong odor or smell, such as smoke or perfume, cannot be returned.

10.5 Customized products are not eligible for refunding.

10.6 Digital products, such as sheet music or books, are not eligible for a refund. Once the digital product has been purchased and downloaded, it cannot be returned or refunded. We encourage our customers to review the product description and preview the content before making a purchase to ensure satisfaction. If there are any technical issues or concerns with the product, please do

not hesitate to contact us.

10.7 If you wish to return your order over 30 days of receipt of the product, there will be a 30% restocking fee.

10.8 We do not refund any return shipping costs. Any shipping costs associated with returning an item will be the responsibility of the customer. We recommend using a trackable shipping service and purchasing shipping insurance to ensure the safe return of the product.

*\*exemptions apply (article 10.4, 10.5, 10.6)*

## **11. Limitation of liability**

11.1 Rudimental Drummers shall not be held liable for any indirect, incidental, or consequential damages arising from the use of our products. We shall only be liable for direct damages arising from our products, limited to the total amount paid by the customer for the specific product(s) giving rise to the liability.

11.2 The limitation of liability shall not apply in cases of intentional misconduct or gross negligence on our part, or in cases of personal injury or death caused by our products. Furthermore, we shall not be held liable for any damages resulting from the customer's failure to follow the instructions provided with our products or for any modifications made to our products by the customer or a third party.

11.3 Our products may contain links or references to third-party products or services. We shall not be held liable for any damages arising from the use of such third-party products or services, regardless of whether they are recommended or endorsed by us.

11.4 We reserve the right to modify the limitations of liability set forth in these Terms and Conditions at any time, without prior notice. Any such modifications shall apply to all orders placed after the effective date of the modification.

## **12. Intellectual property rights**

11.1 We own the exclusive rights to all of our content, including the text, images, and audio files used on our website and in our products.

12.2 It is strictly prohibited to reproduce or distribute any of our content without our permission.

12.3 We hold trademark rights to our name and logo, which are protected by law. Please respect our ownership and contact us if you have any questions or concerns.

## **13. Governing law and jurisdiction**

13.1 These Terms and Conditions and your purchase of products from Rudimental Drummers through the Rudimental Drummers website shall be governed by and construed in accordance with the laws of The Kingdom of The Netherlands.

13.2 Any dispute or claim arising out of or in connection with these Terms and Conditions or your purchase of products from Rudimental Drummers (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the Dutch courts.

13.3 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

### **Adress**

5 Pinksterbloem  
Hazerswoude-Dorp, 2391 EN  
The Netherlands

### **Contact**

[www.rudimentaldrummers.xyz](http://www.rudimentaldrummers.xyz)  
[info@rudimentaldrummers.xyz](mailto:info@rudimentaldrummers.xyz)

### **Company**

ID: 75215365  
VAT ID: NL860190444B01