## Terms and Conditions coloQuick 4 months Buy Back Gurantee



## This agreement includes the conditions of entering a 4 months trial period with full buy back guarantee provided by coloQuick USA By entering this agreement the Company in Agreement, furher mentioned as "The Sales Company" confirms to have complied with the following conditions:

- 1 The Sales Company must ensure that the necessary order confirmation documentation has been processed and kept in hand during the entire trial period
- 2 The Sales Company is committed to deliver a new coloQuick Thaw system (item: 801001, 801002 or 801003) immediately\* to the buyer after entering the "coloQuick Buy Back Guarantee" agreement unless other agreements has been made
- 3 The Sales Company is committed to register the coloQuick Thaw System, when the product has been delivered to the buyer -Registration must be performed through: https://www.coloquickusa.com/ under the Product Registration tab, in order to activate the Buy Back Guarantee
- 4 The Sales Company ensures that all legal and contractual documents are made in accordance with national laws
- 5 The Sales Company ensures that the buyer recieves the cQ usermanual (UK usermanual included)
- 6 The Sales Company ensures that the buyer recieves the cQ startup instructions
- 7 The Sales Company ensures that the buyer knows the specific amount of colostrum bags that must be filled before proper colostrum management and startup instructions can be performed
- 8 The Sales Company ensures that the buyer has the necessary amount of Colostrum Journals and the Sales Company is committed to ensure that the buyer fills out the colostrum Journal for all calves during the full trial period
- 9 The Sales Company will make a sales representative available to perform a proper startup instruction(s) to the buyer and ensure that all deadlines are met
  - Startup instruction(s) must be given no later than five weeks after the system has been delivered at the buyer
  - Prior to the startup instruction(s) the Sales Company must ensure that the buyer has complied to all above requirements
- 10 The Sales Company must perform supporting follow up (minimum three times by either phone, visits or mail), to ensure the buyer is committed to use the system in accordance with the included instructions through the entire trial period and is comitted to notify coloQuick International as soon as possible if the buyer is experiencing any problems that may result in the buyer wanting to claim the Buy Back Guarantee
- 11 The Sales company is committed to provide all required documentation if Buy Back Guarantee is claimed. Required documentation is: order confirmation, documentation of date of delivery at the buyer, Buy Back log report, pictures of any physical damages caused by the buyer, and all fully completed colostrum Journals. coloQuick International holds the right to cancel the Buy Back Guarantee agreement if any of the included conditions are not met

The agreement also includes:

- \* If the above conditions and deadlines has been complied with, the Sales Company has the right to return the coloQuick system and recieve full compensation, including: system and consumable goods
  - Should the coloQuick system have endured any damages during the trial period, the Sales Company has the right to invoice the buyer a compensation for lost value. This does not include general wear that has been encountered during normal use, in accordance to the user manual (included) and instructions
- \* The Sales Company is responsible for immediate shipment after ending trial period unless other written agreements has been made with coloQuick USA The Sales Company is liable for any damages after ended trial period and coloQuick USA has the right to invoice the Sales Company a compensation for lost value - this includes all reusable parts
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The Sales Company is liable for proper shipment of the system from buyer to the company address of the Sales Company and inform coloQuick USA when system is properly cleaned, sanitised and packed that it is ready for shipment. coloQuick USA Will arrange shipment from Sales Company to coloQuick USA, unless other written notice has been given by coloQuick USA

- \* If the Sales Company has neglegted to comply to one or more of the above conditions, the buy back guarantee is cancelled and no credit nota will be processed The Sales Company is then liable for the full cost of the system
- \* In terms of the Sales Company claminig full Buy Back, coloQuick will create a credit nota, when the claim has been approven by coloQuick USA
- \* The trial period is a total of 4 months from the date of registering the product in the Dealerportal

\* Taken into account: Extraordinary circumstances, for which the Sales Company is not liable (i.e. delivery failures from sub suppliers) or in case of force majeure)