LEGAL

Terms & conditions

Terms for quotations, sale, rental, lease, installation and service, for consumers and business customers.

OxyBoost B.V. · Columbusweg 16, 4462 HB Goes · KvK 99041707 · info@oxyboost.nl · Version 3.3 · October 28, 2026

This is a translation for your convenience. The Dutch version is legally binding.

About OxyBoost

OxyBoost B.V. supplies equipment and guidance for oxygen, recovery, performance and vitality: import, distribution, sale, rental, lease, installation, maintenance and service of, among others, hyperbaric oxygen chambers (HBOT and mHBOT), IHHT systems, altitude trainers and hydrogen inhalation.

- Registered name and trade name: OxyBoost B.V., a private limited company under Dutch law
- Registered and visiting address: Columbusweg 16, 4462 HB Goes
- Chamber of Commerce (KvK): 99041707
- VAT number: NL868763202B01
- Email: info@oxyboost.nl · Phone: +31 6 27 20 27 68

Where these terms distinguish between a Consumer and a Business customer, they do so deliberately: consumers have statutory rights that cannot be limited to their detriment. Where a provision would conflict with that protection, the statutory protection applies, not the provision.

1. General

1.1 Definitions

- OxyBoost: OxyBoost B.V..
- Customer: any party that enters into an agreement with OxyBoost or purchases products or services from OxyBoost.
- Consumer: a natural person not acting in the course of a trade, business or profession.
- Business customer: any customer that is not a Consumer.
- Equipment: all systems, accessories, parts and supplies sold, rented, leased or made available by OxyBoost.
- Training plan: a schedule drawn up by OxyBoost for using Equipment for wellness, recovery, performance or vitality. A Training plan is not a treatment plan and not medical advice.
- Agreement: any arrangement between OxyBoost and the customer recorded in writing or electronically.

1.2 Scope

These terms apply to all quotations, offers, agreements, deliveries, rental and lease agreements, training, sessions, showroom visits, guidance and other services of OxyBoost.

OxyBoost provides these terms before or when the agreement is concluded, or makes them available electronically in a way that allows the customer to store and consult them. They can be downloaded at oxyboost.nl.

Deviations apply only if agreed in writing. The customer's own terms and conditions do not apply unless OxyBoost has expressly accepted them in writing.

If an individual agreement conflicts with these terms, the individual agreement prevails. If a provision is void or annulled, the other provisions remain in force and the parties will agree on a valid provision that comes as close as possible to its intent.

2. Quotations and formation of the agreement

2.1 Quotations

Quotations are prepared per customer and per project. They are without obligation and valid for the period stated in them, or otherwise for thirty (30) days.

Prices for Consumers include VAT and state any additional costs, such as delivery and installation. Prices for Business customers exclude VAT unless stated otherwise.

2.2 Formation

An agreement is concluded as soon as a quotation is accepted in writing or electronically, an agreement is signed or OxyBoost confirms an order.

Obvious errors or mistakes in quotations, on the website or in other communications do not bind OxyBoost if the customer could reasonably have understood that they were errors.

2.3 Specifications and price changes

Specifications on the website and in brochures are based on the current documentation of the manufacturer and OxyBoost. Images are indicative. The final specification, delivery, warranty and conformity are set out in the quotation or agreement.

Price changes do not apply to agreements already concluded unless the agreement contains an indexation or adjustment clause. If OxyBoost raises the price for a Consumer within three (3) months of concluding the agreement, the Consumer may dissolve the agreement free of charge.

3. Performance and results

OxyBoost carries out its work to the best of its insight, knowledge and ability. Guidance, training and advice are an obligation of effort. Delivered Equipment must also meet what the customer may reasonably expect of it (see chapter 9).

Users' experiences differ from person to person and depend on factors beyond OxyBoost's control. OxyBoost gives no guarantees about personal, physical, mental, athletic, commercial or financial outcomes. Experiences, practical examples and research results are general information, not a commitment.

4. Medical scope and safe use

4.1 What OxyBoost is

OxyBoost supplies training and wellness equipment and guidance for recovery, performance and vitality. OxyBoost is not a healthcare provider: it does not diagnose, does not perform medical treatment and does not give medical advice. No treatment relationship arises between OxyBoost and the customer or user.

Unless expressly stated otherwise in writing for a specific product, the Equipment is not a medical device within the meaning of the EU Medical Device Regulation (MDR). OxyBoost's services do not replace medical care, diagnosis or treatment by a doctor or other healthcare professional.

4.2 The user's responsibility

The customer and every user decide for themselves whether use suits their health. OxyBoost recommends consulting a doctor beforehand, especially in case of health complaints, medication, pregnancy or if a contraindication may apply.

The customer ensures that every user reads the safety instructions and the contraindications they list before use, and that use is stopped and a doctor consulted if complaints arise during or after use.

4.3 Health data

OxyBoost does not ask for or record health data. On request, OxyBoost can put the customer in touch with an independent medical partner. Any agreement is then concluded solely between the customer and that partner; OxyBoost is not a party to it and receives no health data.

4.4 Oxygen and fire safety

With oxygen equipment the oxygen concentration can be raised, which makes materials ignite far more easily. In and near the Equipment the following are prohibited: smoking, open flames, sparks, candles, heating elements and flammable or oxidising substances. In an oxygen chamber, oils, creams, lotions, hair products, perfume, aerosols and synthetic or static clothing are also prohibited.

Minors may only use the Equipment under the supervision of an adult. The customer reports malfunctions, defects and unsafe situations immediately and stops using the Equipment until OxyBoost confirms that use is safe again.

5. Delivery and installation

Delivery times are indicative unless a strict deadline has been expressly agreed. OxyBoost informs the customer of any delay as soon as possible.

For Consumers, OxyBoost delivers within thirty (30) days of concluding the agreement at the latest, unless a longer period has been agreed. If delivery is late, the Consumer may set a

reasonable additional period. If that period also passes, the Consumer may dissolve the agreement and OxyBoost refunds within fourteen (14) days.

OxyBoost checks the room beforehand for dimensions, access, ventilation and power supply. The customer ensures that the agreed conditions are met on the delivery date. If they are not, OxyBoost may charge reasonable additional costs.

Risk in the Equipment passes on delivery; for Consumers, when the Consumer receives the Equipment. Sold Equipment remains the property of OxyBoost until everything the customer owes under the agreement has been paid in full.

6. Right of withdrawal for Consumers

6.1 Cooling-off period

If a Consumer concludes an agreement at a distance (for example by email, phone or website) or off-premises, the Consumer may dissolve it within fourteen (14) days without giving reasons. The period starts on the day after the Consumer receives the product, or for services on the day the agreement is concluded. An agreement concluded in the showroom is not subject to the right of withdrawal.

The Consumer withdraws by sending OxyBoost an unambiguous statement within the period, for example by email to info@oxyboost.nl, or by using the model form at the end of these terms.

6.2 During the cooling-off period

The Consumer handles the product and packaging with care and uses it only as would be allowed in a shop. Any further use may be charged as a reduction in value.

6.3 Refund and return

OxyBoost refunds all payments received, including standard delivery costs, within fourteen (14) days of the withdrawal. OxyBoost may wait until it has received the product back or the Consumer shows that it has been sent back. The direct cost of returning the product is borne by the Consumer. For Equipment that cannot be returned by post, OxyBoost provides a reasonable estimate of that cost in advance.

6.4 Exceptions

The right of withdrawal does not apply to:

- Equipment configured to the Consumer's specifications or clearly intended for one person, such as a custom-configured hard chamber;
- services fully performed within the cooling-off period with the Consumer's express prior consent, after the Consumer has stated that the right of withdrawal lapses once performance is complete;
- the other cases provided for by law.

If a service starts during the cooling-off period at the Consumer's request and the Consumer then withdraws, the Consumer pays an amount proportionate to the part already performed.

7. Payment

Invoices are paid within the term stated on the invoice.

Business customers are in default as soon as the payment term expires. OxyBoost may then charge the statutory commercial interest and the extrajudicial collection costs actually incurred.

Consumers are only in default after OxyBoost has sent a written reminder with a payment term of fourteen (14) days after receipt and payment has not been made within that term. The reminder states the consequences and the amount of the collection costs, which are calculated according to the statutory scale.

OxyBoost may suspend its obligations while the customer is in default, after informing the customer in writing.

8. Rental and lease

8.1 Term and conditions

The minimum rental term is three (3) months unless agreed otherwise. The term, monthly amount, deposit, notice and any purchase option are set out in the rental or lease agreement, which prevails in case of conflict.

Rental and lease include regular maintenance, service and replacement parts, except in case of negligent or improper use. OxyBoost ensures that the Equipment remains fit for the agreed use throughout the term.

8.2 Ownership

Rented and leased Equipment remains the property of OxyBoost. The customer does not sell, pledge or encumber the Equipment and does not remove serial numbers, inspection stickers or OxyBoost markings.

8.3 Use and care

The customer uses the Equipment in accordance with the safety instructions, operating instructions and product specifications, and provides a suitable room, adequate ventilation, a sound power supply and protection against damage, loss and theft. The customer supervises everyone who uses the Equipment at their location.

Without OxyBoost's prior written consent, the Equipment may not be moved, modified, repaired, sublet, lent or made available to third parties commercially. Any resulting damage is for the customer's account.

8.4 Insurance

OxyBoost strongly recommends that the customer insures rented or leased Equipment against damage, loss, theft and fire and holds appropriate liability insurance. Rented items are not automatically covered by every contents or business policy; check this with your insurer in advance.

9. Warranty and conformity

9.1 Statutory rights

OxyBoost delivers Equipment that conforms to the agreement and to what the customer may reasonably expect of it, given the nature of the product and OxyBoost's statements.

Consumers are always entitled to a product that is fit for purpose. These statutory rights have no fixed term and are never limited by these terms or by a commercial warranty. A Consumer reports a defect within a reasonable time after discovering it; a report within two (2) months is in any case timely.

9.2 Commercial warranty

In addition to the statutory rights, OxyBoost gives a commercial warranty of at least one (1) year on the Equipment it supplies, from the date of delivery. The exact warranty term differs per system and manufacturer and is stated in the quotation or agreement. For many systems the warranty can be extended to a total of three (3) years; the conditions are also stated in

the quotation. OxyBoost handles the warranty and is the customer's point of contact. The warranty covers free repair or replacement of parts with a material or manufacturing defect.

The warranty does not cover normal wear of consumables, improper use, failure to follow instructions, or modifications and repairs not carried out by or on behalf of OxyBoost.

10. Liability

10.1 Principle

This chapter applies without prejudice to the mandatory statutory protection of Consumers. OxyBoost is liable for direct damage resulting from an attributable failure or unlawful act by OxyBoost, subject to the limitations below.

10.2 Limitation

OxyBoost's liability per event or series of related events is limited to:

- for purchases: the invoice amount of the order concerned, excluding VAT;
- for rental or lease: the total instalments actually paid by the customer in the twelve (12) months before the event;
- for other services: the amount invoiced to the customer in the twelve (12) months before the event.

Towards Business customers, OxyBoost is not liable for indirect or consequential damage, such as lost revenue or profit, missed savings, business interruption, reputational damage and loss of data.

10.3 When the limitation does not apply

The limitations do not apply in case of intent or deliberate recklessness of OxyBoost or its management, in case of damage from death or personal injury, and insofar as mandatory law precludes them, including the statutory rules on product liability and the protection of Consumers.

10.4 Causes outside OxyBoost

OxyBoost is not liable for damage resulting from:

- failure to follow safety instructions, operating instructions, training modules or contraindications;

- use by persons for whom use is medically irresponsible;
- incorrect or incomplete information from the customer;
- modifications, repairs or adjustments by or on behalf of the customer;
- use contrary to the agreement or the purpose of the Equipment.

This article concerns the cause of the damage. It does not exclude liability for damage that is attributable to OxyBoost.

10.5 Indemnity and notification

A Business customer indemnifies OxyBoost against third-party claims arising from acts or omissions of the customer or of users at the customer's location, except in case of intent or deliberate recklessness of OxyBoost.

The customer reports damage in writing as soon as possible after discovery, so that OxyBoost can investigate and limit it.

11. Intellectual property and confidentiality

All intellectual property rights in the OxyBoost brand name, logos, designs, the website, photos, videos, texts, documents, training modules, Training plans, concepts and know-how belong to OxyBoost or its licensors. Materials provided may only be used for the purpose for which they were provided.

The parties keep confidential information they receive from each other confidential, also after the agreement ends. This does not apply to information that is already public, lawfully obtained from a third party or must be disclosed by law.

12. Website, knowledge base and experiences

The information on the website, in the knowledge base, the research library, the blog and on social media is general information. Summaries of scientific research describe what was studied and found in those studies; the research was not carried out by OxyBoost and the source is always cited. This information is not medical advice, not a promise of results and not a substitute for a doctor.

Experiences and reviews published by OxyBoost come from people who actually used the product or service and are only published with their consent. OxyBoost does not pay for positive reviews. Experiences differ from person to person; no rights can be derived from them.

Links to third-party websites and videos are provided as background. OxyBoost is not responsible for their content, and a link does not mean that the third party recommends OxyBoost.

OxyBoost aims for a well-functioning website but cannot guarantee that it is always available without interruption or errors.

13. Collaborations and partners

Collaborations with sports clubs, practices, ambassadors, resellers and other partners are only established on the basis of written agreements. They do not create an employment relationship, agency, exclusivity or joint venture unless expressly agreed in writing. Partners may not represent OxyBoost or make commitments on its behalf.

Partners make no medical claims about OxyBoost's products, services or results, use only communications approved in advance in writing by OxyBoost and make the commercial nature of their communications clear. OxyBoost may end a collaboration immediately in case of misleading or unauthorised claims, breach of safety rules or fraud.

14. Complaints and final provisions

14.1 Complaints

The customer reports complaints within a reasonable time after discovery, in writing or by email to info@oxyboost.nl, with a clear description. OxyBoost confirms receipt within fourteen (14) days and aims to deal with the complaint in substance within thirty (30) days. A complaint does not suspend the payment obligation unless the law grants a Consumer that right. OxyBoost is not affiliated with a disputes committee.

14.2 Force majeure

In case of force majeure, OxyBoost is not obliged to perform its obligations; they are suspended. Force majeure includes fire, power or internet outages, pandemics, government measures, delays or failures of suppliers and transport problems. If force majeure lasts longer than sixty (60) days, either party may dissolve the agreement for the part not yet performed, without compensation. Payments for services not delivered are refunded.

14.3 Suspension and termination

OxyBoost may suspend or terminate an agreement if the customer materially fails to perform, breaches safety rules or uses the Equipment improperly, or if safe use can no longer be

guaranteed. Except where immediate termination is needed for safety reasons, this only happens after written notice of default with a reasonable period to remedy. Payments due remain payable.

14.4 Changes to these terms

OxyBoost may change these terms. An agreement is governed by the version in force when it was concluded. For continuing agreements such as rental and lease, OxyBoost announces a change at least thirty (30) days in advance. If the change is not solely to the customer's benefit, the customer may terminate the agreement free of charge until the effective date.

14.5 Governing law and jurisdiction

All agreements and legal relationships with OxyBoost are governed by Dutch law. Disputes are submitted to the competent court in the district of Rotterdam. A Consumer may, within one (1) month after OxyBoost has invoked this clause in writing, choose the court that has jurisdiction by law.

These terms were drawn up in Dutch. Translations are for information only; in case of differences, the Dutch text prevails.

Annex: model withdrawal form

Complete and return this form only if you wish to withdraw from the agreement.

- To: OxyBoost B.V., Columbusweg 16, 4462 HB Goes, info@oxyboost.nl
- I/We hereby give notice that I/we withdraw from my/our contract for the sale of the following goods / the provision of the following service: …
- Ordered on / received on: …
- Name of consumer(s): …
- Address of consumer(s): …
- Signature of consumer(s) (only if submitted on paper): …
- Date: …

Delete as appropriate.