



GENERAL TERMS AND CONDITIONS of Age Back Co. B.V.

Version: 23 September 2025

Chamber of Commerce 96017732, The Netherlands

Note: This is an English translation of the Dutch [*Algemene Voorwaarden*](#). It is provided for convenience only. In case of any inconsistency or difference in interpretation, the Dutch version shall prevail and is legally binding.

1. Definitions

In these Terms and Conditions, the following terms shall have the meanings set out below:

- **Company:** Age Back Co. B.V., incorporated in the Netherlands.
- **Client:** the natural or legal person who enters into an Agreement with the Company or requests a Quotation.
- **Treatment:** any medical treatment, therapy, care or other service facilitated by the Company and actually performed in a Clinic.
- **Clinic:** the medical institution where the Treatment is carried out.
- **Agreement:** the agreement between the Company and the Client concerning the Treatment, resulting from a Quotation and its acceptance.
- **Quotation:** written or electronic offer by the Company specifying the Treatment, price, location, terms and other relevant details.

2. Applicability

2.1. These Terms and Conditions apply to all Quotations, Agreements, Treatments and other legal relationships between the Company and the Client.

2.2. Deviations from these Terms and Conditions are valid only if agreed in writing.

2.3. If any provision of these Terms and Conditions is void or annulled, the remaining provisions shall remain in full force. The Company shall then provide a replacement provision that, to the extent possible, reflects the purpose and intent of the original provision.

3. Role, Responsibility & Due Care

3.1. The Company acts solely as an intermediary/organiser between the Client and the Clinic; the actual performance of the Treatment is entirely under the responsibility of the Clinic, as permitted by the law of the country where the Clinic is located.

3.2. The Company is not liable for medical decisions, errors, complications or damages arising from the Treatment performed by the Clinic or its staff.

3.3. The Clinic complies with the licences, professional standards and regulations applicable in its country; the Client is responsible for obtaining information regarding the competence and reputation of the Clinic.

3.4. The Company shall exercise due care in selecting Clinics but does not guarantee any result, outcome or specific medical success.

4. Quotations & Formation of the Agreement

4.1. Quotations are without obligation unless expressly stated otherwise.

4.2. An Agreement is concluded when the Client has accepted the Quotation in writing or electronically, has provided all required documents and information (medical file, passport etc.) in time, and the first (down)payment has been received by the Company.

4.3. The Company is entitled to refuse an Agreement without stating reasons, for example in case of suspected misuse, insufficient information, or when medical indications provide cause.

4.4. The Company reserves the right to refuse a Client on the day of the Treatment if it appears that the Treatment cannot responsibly be performed (for example, based on blood tests or medical examinations). In such case, the Client will receive a refund of the amount paid, minus demonstrable costs already incurred (such as administration, reservation or medical tests).

5. Prices, VAT & Payment

5.1. When a Treatment takes place outside the Netherlands, pursuant to the Dutch Turnover Tax Act 1968 (Articles 6, 9 and 11), Dutch VAT does not apply because the place of supply is abroad. If in the country of the Clinic turnover tax, VAT or a similar levy is due, this will be included in the total price. The price communicated to the Client is always inclusive of all applicable taxes and is not itemised separately as VAT.

5.2. Payment must be made within the term stated on the invoice, without deduction or set-off.

5.3. The Company reserves the right to require advance payments, request security, or demand payment before the Treatment is initiated.

5.4. If invoices are not paid on time, the Client is in default by operation of law, without further notice. From the due date, the Client owes statutory commercial interest (or, if applicable, statutory interest plus a surcharge) on the outstanding amount.

5.5. The Client shall also reimburse all reasonable extrajudicial collection costs.

5.6. Suspension: the Company is entitled to suspend performance of its obligations as long as the Client is in default of payment or any other obligation.

6. Cancellation & Modification

6.1. Cancellation by the Client must be made in writing or by e-mail.

6.2. In case of cancellation, costs may be charged, such as administration fees, reservation costs, travel or accommodation costs, or non-refundable costs at the Clinic. The amount depends on the time of cancellation.

6.3. Changes in date, scope or location of the Treatment may be subject to additional costs or set-off of already incurred expenses.

7. Liability and Limitation

7.1. The Company's liability is always limited to the amount the Client has paid to the Company under the Agreement (excluding VAT).

7.2. The Company is not liable for indirect damages, loss of profits, missed savings, immaterial damages or consequential damages.

7.3. As stated in Article 3.2, the Clinic is responsible and liable for medical errors, complications or injuries.

7.4. The Company is not liable for delays, travel problems, customs formalities, visa issues or other circumstances beyond its control.

7.5. The limitation of liability does not apply if the damage is the direct and exclusive result of intent or wilful recklessness by the Company or its executives.

7.6. All complaints and claims for damages must be submitted to the Company in writing and with reasons within a reasonable period, but no later than one month after discovery (or the moment the damage reasonably should have been discovered). After this period, all claims expire.

8. Indemnity

8.1. The Client indemnifies the Company against claims from third parties, including legal defence costs, arising from or related to the Treatment or other services, unless these result from intent or gross negligence by the Company.

9. Force Majeure

9.1. Force majeure means any circumstance beyond the Company's control that reasonably prevents fulfilment of (parts of) the Agreement. This includes, but is not limited to: war, armed conflicts, international tensions, (threat of) terrorism, political instability, natural disasters, epidemics/pandemics, government measures, sanctions, trade restrictions, transport limitations, strikes, boycotts, delays at customs or border controls, and severe disruptions by third parties necessary for the performance of the Agreement.

9.2. In the event of force majeure, obligations are suspended for as long as the force majeure continues. If the situation lasts longer than 90 days, both parties are entitled to terminate the Agreement without liability for damages, except for reimbursement of services that can no longer reasonably be performed.

10. Communication & Privacy

10.1. The Company communicates primarily by e-mail or other electronic means; the Client must provide accurate contact details.

10.2. If secure communication is requested, the Company will facilitate this as far as possible, but any limitations or risks remain the responsibility of the Client.

10.3. The Company processes personal data in accordance with the GDPR. Details are included in the Company's Privacy Policy.

11. Engagement of Third Parties

11.1. The Company may engage third parties (such as clinics, medical specialists, travel organisations). It is not liable for shortcomings of such third parties.

11.2. The Client authorises the Company, if necessary, to accept terms and conditions of such third parties on their behalf.

12. Complaints and Disputes

12.1. All complaints must be submitted to the Company in writing and with reasons within a reasonable period, but no later than one month after discovery (or the moment the cause reasonably should have been discovered).

12.2. The Company applies an internal [complaints procedure](#).

12.3. Dutch law applies exclusively to all Agreements.

12.4. Disputes shall be submitted exclusively to the competent court in Zwolle, unless mandatory law dictates otherwise.

13. Final Provisions

13.1. If any provision is invalid or unenforceable, the other provisions remain fully effective.

14. Additional Provisions

14.1. **Insurance** - The Client is responsible for arranging adequate insurance, including travel, health and repatriation cover.

14.2. **Visa and residence** - The Client is responsible for valid travel documents, visas, residence permits and accommodation costs.

14.3. **Transfer of risk** - All risks related to travel, cancellations, loss or damage to luggage, and illness prior to the Treatment remain with the Client.

14.4. **Photography and documentation** - The Clinic may take images for medical documentation and marketing purposes. Consent is deemed granted unless the Client objects in writing in advance. Medical data remain the property of the Clinic, subject to privacy legislation.

14.5. **Language** - In case of multiple language versions, the Dutch text shall prevail, unless expressly agreed otherwise in writing.