

Terms of Service

1. GENERAL / COMPANY INFORMATION

These general terms and conditions (hereinafter referred to as the "Terms") are used by:

Supps by Science, with its registered office at Mechelse steenweg 5, 2220 Heist-op-den-Berg, Belgium

VAT / KBO BE 1000.464.136

RPR Antwerp

Email: support@oraguard.com

Website: www.oraguard.com

Hereinafter referred to as: "Oraguard"

All agreements between You (hereinafter referred to as the "Customer") and Oraguard are subject to these Terms (hereinafter: "Agreement"). The Terms also apply to all emails and other documents originating from Oraguard.

Oraguard may unilaterally amend these Terms at any time without owing any compensation to the Customer. The terms in effect at the time of the Customer's acceptance of the Offer will remain applicable until all obligations under the Agreement are fulfilled.

Any subsequent agreement will be subject to the new amended terms and conditions.

The latest version of the general terms and conditions can always be found on the Oraguard website (www.oraguard.com).

2. OBJECTIVE

Oraguard offers products via its webshop (accessible through its Website). The offer is limited to the stock of the products.

Oraguard undertakes to describe the offered products as accurately as possible and guarantees that the offered products comply with the applicable legislation at the time of ordering.

The General Terms are available in Dutch, French, and English, but in the event of any discrepancies between the different language versions, the Dutch version shall prevail and will be decisive in the interpretation and execution of the Agreement.

Before the Customer can proceed with a purchase, they must accept these Terms by confirming their content on the website (www.oraguard.com). As such, no Agreement can be formed without the Customer having approved these Terms.

3. PURCHASE THROUGH THE WEBSHOP

The purchase is made by completing an online form in which the Customer is required to provide Oraguard with the following information:

- A valid email address that serves as the primary communication method between Oraguard and the Customer
- A valid delivery address where the ordered products will be delivered
- The chosen delivery method
- The chosen payment method

Additional costs resulting from incomplete or incorrect information provided by the Customer are the responsibility of the Customer.

After completing the online form, the Customer can confirm their order. By confirming the order, the Agreement is established.

The Customer acknowledges that Oraguard may cancel the purchase if issues arise that prevent the Agreement from being executed. This is the case, for example, if Oraguard determines that no (full) payment has been made or if the delivery address is incorrect.

4. PRICE

The prices at which the products are offered include VAT and exclude any shipping costs.

Oraguard reserves the right to change the prices of the offered products at any time by adjusting them in its webshop.

The prices displayed in the webshop at the time the Customer places their order are the prices that will be charged to the Customer.

The total amount that the Customer is required to pay (including taxes and any delivery costs) will be clearly communicated to the Customer before the Customer proceeds to the final confirmation of their order (hereinafter: Order Confirmation).

5. PAYMENT TERMS

Payment is made after the Order Confirmation using the payment method chosen by the Customer, where the Customer can choose between payment via credit card or Bancontact.

The Customer assures Oraguard that they have the required authorizations to use the chosen payment method. Oraguard is entitled to request identification details from the Customer.

Oraguard remains the owner of the ordered products until the Customer has made full payment for the ordered products.

6. STOCK

The offer is limited to products in stock. If products are no longer in stock, this will generally always be indicated on the website for the relevant item, and this item can no longer be ordered.

However, Oraguard cannot be held liable if the software system incorrectly indicates certain items as being in stock. If it turns out after ordering that certain products are not in stock, Oraguard will inform the Customer as soon as possible via email. The Customer then has the option to replace the out-of-stock item or to cancel, in which case the price will be refunded or deducted from the remaining amount due.

If the total order amount falls below the threshold for free shipping as a result, Oraguard will cover the shipping costs.

7. SHIPPING

After receiving full payment, Oraguard will proceed with shipping the products to the Customer's provided delivery address. If the ordered products are in stock, they will be shipped within 7 business days.

The products will be shipped to the delivery address provided by the Customer and according to the delivery method chosen by the Customer.

For the shipment and delivery of the ordered products, Oraguard uses the services of DHL or another well-known delivery service, and the general terms of the shipping service also apply.

If the Customer has not received the ordered products within thirty days of the conclusion of the Agreement, for reasons not attributable to the Customer, the Customer has the right to terminate the Agreement, and the ordered products will be refunded to the Customer.

8. COMPLAINTS

The Customer is required to inspect the ordered products upon receipt. If one or more of the ordered products do not conform, the Customer is required to notify Oraguard within 5 business days of delivery via email (support@oraguard.com), or by mail to Mechelse steenweg 5, 2220 Heist-op-den-Berg, under penalty of forfeiture.

If the Customer does not file a complaint within the above-mentioned period, the ordered products will be deemed accepted.

In the event of a complaint, Oraguard will investigate the matter. If the complaint is justified and attributable to Oraguard, Oraguard will refund the articles.

Oraguard will replace and reship the non-compliant products to the provided address at its expense.

Oraguard provides a warranty for manufacturing defects during the indicated shelf life. This warranty does not cover the consequences of improper storage or misuse.

9. RIGHT OF WITHDRAWAL

If the Customer is a consumer within the meaning of Art. I.1, 2° of the Belgian Economic Law Code, the Customer has the right to withdraw from the Agreement within 14 days of receiving the ordered products.

The Customer must notify Oraguard of their use of the right of withdrawal via email (support@oraguard.com) and provide the order number.

Return shipping costs are the responsibility of the Customer.

Returns will only be accepted for products that are unopened, in their original state, and in their original packaging.

Upon receipt of the returned products, Oraguard will inspect them. If the products meet the conditions for withdrawal, Oraguard will refund the price of the ordered products within 30 days of receiving the returned items.

If Oraguard finds that the returned products do not meet the aforementioned conditions and are therefore not resalable, the Customer is not entitled to a refund.

10. DATA PROTECTION

Oraguard values the proper handling of personal data and acts in accordance with the European Regulation 2016/679 of April 27, 2016, concerning the protection of natural persons regarding the processing of personal data.

Oraguard may collect personal data concerning the Customer within the framework of the Agreement. The personal data will be (temporarily) stored and processed by Oraguard, the controller. Oraguard may use and disclose this personal data only for purposes related to the provision of services and/or, more generally, the management of the business relationship with the Customer. The Customer's personal data will not be kept longer than necessary.

Oraguard takes all reasonable measures to guarantee the confidentiality of the Customer's personal data.

The data subjects have the right to access, correct, and, if necessary, delete their personal data. The Customer agrees to the aforementioned processing of personal data.

11. FORCE MAJEURE

If Oraguard is temporarily or permanently unable to fulfill its own obligations due to a foreign cause and/or force majeure, this will result in Oraguard being temporarily or permanently released from these obligations, and it cannot be held liable for any damages caused by this non-performance.

Force majeure or a foreign cause shall include but is not limited to:

- war, danger of war, strikes, pandemics, or associated measures, lock-out, lockdown, fire, quarantine, explosion, heavy gusts of wind, flooding, lightning, excessive increase in raw material prices, or other events within Oraguard or one of its suppliers
- late or non-delivery of raw materials, products, materials, etc. by a supplier of Oraguard
- the situation where a supplier and/or subcontractor of Oraguard invokes a force majeure situation against Oraguard, which affects the Agreement between Oraguard and the Customer
- government measures affecting the Agreement between Oraguard and the Customer

This will release Oraguard from its obligations toward the Customer, who will be informed in writing of the circumstances preventing execution and the possible temporary nature of these circumstances.

If the force majeure situation lasts longer than 3 months after the conclusion of the Agreement, either party has the right to terminate the Agreement by notifying the other party.

12. SEVERABILITY

If any provision (or part thereof) of these Terms is unenforceable, void, or inapplicable, or in conflict with a mandatory provision, this will not affect the validity and enforceability of the other provisions of these Terms.

In such a case, Oraguard and the Customer will negotiate in good faith to replace the relevant provision with an enforceable and valid provision that closely reflects the purpose and intent of the original provision.

In no case will any concession from Oraguard, regardless of its frequency and duration, be considered a waiver of the Terms or a source of rights.

Deviation from one of the provisions of these Terms does not constitute a waiver of the other provisions of the Terms.

13. APPLICABLE LAW AND COMPETENT COURTS

All agreements concluded with Oraguard are subject to Belgian law.

All disputes fall under the jurisdiction of the courts of the district of the Customer's residence