

TERMS & CONDITIONS



Contents

1. Introduction	4
2. About THEA Medical Store L.L.C.	4
3. Acceptance of These Terms.....	5
4. Website Purpose	5
5. Information on the Website	6
6. Product Information.....	6
7. Pharmaceutical Products.....	6
8. Medical Equipment.....	7
9. Used Medical and Surgical Equipment	7
10. Medical Equipment Rental	8
11. Medical Equipment Management	8
12. Business Inquiries	9
13. Quotations and Commercial Offers.....	9
14. Orders and Contracts	9
15. Pricing	10
16. Taxes and Other Charges.....	10
17. Availability	11
18. Delivery and Logistics	11
19. Website Availability.....	12
20. Prohibited Use.....	12
21. Intellectual Property	13
22. Third-Party Trademarks	13
23. Third-Party Websites and Services	14
24. Privacy.....	14
25. Confidential Information	14
26. Patient and Health Information	15
27. Disclaimer Regarding Medical Advice.....	15
28. Disclaimer Regarding Product Information	16
29. No Unauthorised Warranty	16
30. Limitation of Liability.....	16

31. Indemnification	17
32. Force Majeure	17
33. Suspension or Termination of Website Access	18
34. Changes to These Terms	18
35. Governing Law.....	19
36. Dispute Resolution	19
37. Electronic Communications	19
38. No Waiver	20
39. Severability	20
40. Entire Agreement.....	20
41. Contact Us.....	20
42. Website Legal Pages	21

Effective Date: 18 August 2026

1. Introduction

Welcome to the website of **THEA Medical Store L.L.C.** ("THEA Medical Store", "THEA", "we", "us", or "our").

These Terms & Conditions ("Terms") govern your access to and use of our website, including the information, content, services, inquiry forms, and other features made available through the website.

By accessing or using our website, you acknowledge that you have read, understood, and agreed to be bound by these Terms.

If you do not agree with these Terms, please do not use the website.

2. About THEA Medical Store L.L.C.

THEA Medical Store L.L.C. is a UAE-based healthcare supply and medical equipment solutions company.

Our licensed business activities include:

- Drug Store;
- Used Medical & Surgical Equipment Trading;
- Medical Equipment Rental;
- Para Pharmaceutical Products Trading;
- Medical, Surgical Articles & Requisites Trading;
- Medical Equipment Management & Operation.

THEA Medical Store provides pharmaceutical products, medical equipment, surgical supplies, healthcare consumables, para-pharmaceutical products, equipment rental, and equipment management services to healthcare organizations.

Our intended clients include hospitals, clinics, laboratories, pharmacies, rehabilitation centres, and home healthcare providers across the UAE.

3. Acceptance of These Terms

By using this website, you agree:

- To use the website lawfully;
- To comply with these Terms;
- To provide accurate information when submitting an inquiry;
- Not to misuse or interfere with the website;
- Not to attempt unauthorized access to our systems;
- Not to use the website for fraudulent, unlawful, or malicious purposes;
- Not to infringe the rights of THEA Medical Store or any third party.

If you are accessing the website on behalf of a company, hospital, clinic, pharmacy, laboratory, or other organization, you confirm that you have the authority to represent that organization for the relevant interaction.

4. Website Purpose

The website is primarily intended to provide information about THEA Medical Store, its products, services, business activities, and contact channels.

The website may provide information relating to:

- Pharmaceutical medicines;
- Medical equipment;
- Surgical supplies;
- Medical consumables;
- Para-pharmaceutical products;
- Medical equipment rental;
- Medical equipment management;
- Healthcare facility support.

The website is also intended to allow prospective customers and business partners to submit inquiries to THEA Medical Store.

5. Information on the Website

We make reasonable efforts to ensure that information published on our website is accurate and useful.

However:

- Product descriptions may change;
- Product availability may change;
- Specifications may be updated;
- Images may be for illustrative purposes;
- Service availability may depend on location and circumstances;
- Information may not always reflect current inventory;
- Errors or omissions may occasionally occur.

Information published on the website should therefore not automatically be treated as a final quotation, contractual offer, warranty, or guarantee unless expressly stated otherwise.

6. Product Information

THEA Medical Store may display information about various categories of medical and healthcare products, including pharmaceutical medicines, medical equipment, surgical supplies, medical consumables, and para-pharmaceutical products.

Product information is provided for general business and informational purposes.

Before purchasing, renting, using, installing, or operating any product or equipment, customers should obtain and review the applicable product specifications, regulatory requirements, instructions, warnings, certifications, and other relevant documentation.

7. Pharmaceutical Products

Information relating to pharmaceutical products on the website is provided for business and informational purposes.

Nothing on the website should be interpreted as:

- A medical diagnosis;
- Medical advice;
- A prescription;

- A recommendation to self-medicate;
- A substitute for professional medical advice.

Pharmaceutical products must be used only in accordance with applicable laws, professional requirements, product instructions, and directions from appropriately qualified healthcare professionals.

THEA Medical Store's website does not replace the advice of a doctor, pharmacist, or other qualified healthcare professional.

8. Medical Equipment

THEA Medical Store supplies, trades, rents, manages, and supports medical equipment.

The website may contain general information about equipment and related services.

Actual equipment availability, specifications, rental periods, pricing, installation, maintenance, technical support, and operating requirements may be subject to separate quotation, agreement, purchase order, rental agreement, service agreement, or other contractual documentation.

Customers must ensure that equipment is used only by appropriately trained and authorized personnel and in accordance with applicable safety and operating requirements.

9. Used Medical and Surgical Equipment

THEA Medical Store may trade used or refurbished medical and surgical equipment as part of its licensed business activities.

The source company specification states that used equipment is intended to undergo checks before redistribution.

However, the specific condition, configuration, warranty, certification, maintenance history, availability, and suitability of any used equipment must be confirmed separately before purchase or use.

Nothing on the website should be interpreted as a blanket warranty that every used or refurbished item is suitable for every clinical application.

10. Medical Equipment Rental

THEA Medical Store may provide short-term and long-term medical equipment rental solutions.

Rental arrangements may be subject to separate terms relating to:

- Rental period;
- Rental charges;
- Security deposit;
- Delivery;
- Installation;
- Training;
- Maintenance;
- Damage;
- Loss;
- Insurance;
- Return conditions;
- Late returns;
- Cancellation;
- Equipment use;
- Customer responsibilities.

Where a separate rental agreement is signed, the rental agreement will govern the specific rental transaction.

11. Medical Equipment Management

THEA Medical Store may provide equipment management and operational support services.

The company describes these services as including equipment lifecycle management, operational efficiency, safety compliance, and performance monitoring.

Specific services, responsibilities, response times, maintenance arrangements, warranties, service levels, and fees will be determined by the applicable agreement or quotation.

12. Business Inquiries

The website may provide an inquiry form for business and service requests.

The form may request:

- Full Name / Contact Person;
- Healthcare Facility Name;
- Department;
- Service Required;
- Message / Request Details.

Submitting an inquiry does not automatically create a contract, purchase order, rental agreement, or other binding commercial relationship.

THEA Medical Store may review the inquiry and contact the person or organization using the information provided.

13. Quotations and Commercial Offers

Any price, quotation, availability, delivery schedule, rental arrangement, product specification, or service proposal communicated through the website or following a website inquiry is subject to confirmation by THEA Medical Store.

A binding commercial agreement will arise only when the relevant quotation, purchase order, contract, rental agreement, or other applicable document has been properly accepted or executed.

Unless expressly stated otherwise, website content does not constitute a binding offer to sell or supply products.

14. Orders and Contracts

Where products or services are supplied to a customer, the transaction may be governed by separate commercial documentation, including:

- Quotation;
- Purchase Order;
- Sales Invoice;
- Rental Agreement;
- Service Agreement;

- Supply Agreement;
- Other written commercial terms.

If a specific written agreement applies to a transaction, that agreement will govern the relevant transaction in the event of inconsistency with general website information.

15. Pricing

Unless expressly stated, prices displayed or communicated through the website should not be considered final or binding.

Prices may vary depending on:

- Product;
- Quantity;
- Availability;
- Specifications;
- Rental period;
- Delivery requirements;
- Installation requirements;
- Customer location;
- Applicable taxes;
- Import or regulatory requirements;
- Other commercial conditions.

Final pricing will be confirmed through an official quotation or commercial document.

16. Taxes and Other Charges

Applicable taxes, duties, delivery charges, installation charges, rental charges, service charges, or other applicable costs may apply depending on the transaction.

Where applicable, such charges will be identified in the relevant quotation, invoice, or contractual documentation.

17. Availability

Publication of a product or service on the website does not guarantee that it is currently available.

Availability may depend on:

- Current inventory;
- Supplier availability;
- Regulatory requirements;
- Import requirements;
- Customer requirements;
- Delivery location;
- Rental availability;
- Equipment condition.

THEA Medical Store reserves the right to confirm availability before accepting any order or service request.

18. Delivery and Logistics

Where delivery services are provided, delivery arrangements will be agreed separately.

Delivery times may be affected by:

- Product availability;
- Regulatory requirements;
- Customs procedures;
- Transportation conditions;
- Customer location;
- Supplier delays;
- Force majeure events;
- Other circumstances outside our reasonable control.

Specific delivery terms will be stated in the relevant quotation, purchase order, invoice, or agreement.

19. Website Availability

We aim to keep our website available and functional.

However, we do not guarantee that:

- The website will always be available;
- The website will always operate without interruption;
- All content will always be error-free;
- The website will be free from viruses or other harmful components;
- All website functions will be compatible with every device or browser.

We may temporarily suspend, modify, restrict, or discontinue any part of the website for maintenance, security, technical, operational, or business reasons.

20. Prohibited Use

You must not use our website to:

- Violate applicable laws or regulations;
- Submit false or misleading information;
- Impersonate another person or organization;
- Attempt unauthorized access to our systems;
- Introduce malware, viruses, or malicious code;
- Interfere with website functionality;
- Conduct unauthorized vulnerability testing;
- Scrape or systematically copy website content without permission;
- Use automated systems to overload the website;
- Attempt to obtain confidential information;
- Use the website for fraudulent purposes;
- Infringe intellectual-property rights;
- Use the website in a manner that could damage THEA Medical Store's reputation or operations.

Unauthorized access, interference, or misuse of online systems may result in legal consequences under applicable UAE laws. The UAE's official cyber-law framework includes legislation addressing online and cyber activities.

21. Intellectual Property

Unless otherwise stated, the website and its content are owned by or licensed to THEA Medical Store L.L.C.

This may include:

- Company name;
- Logo;
- Branding;
- Text;
- Graphics;
- Images;
- Product descriptions;
- Website design;
- Layout;
- Icons;
- Documents;
- Videos;
- Other website materials.

You may view and use the website for legitimate business and informational purposes.

You may not reproduce, modify, distribute, publish, sell, license, transmit, or commercially exploit website content without our prior written permission, except where permitted by applicable law.

22. Third-Party Trademarks

Third-party names, logos, trademarks, product names, manufacturers, or other intellectual property displayed on the website remain the property of their respective owners.

Their appearance on our website does not necessarily mean that the relevant owner endorses or sponsors THEA Medical Store unless expressly stated.

23. Third-Party Websites and Services

Our website may contain links, embedded content, maps, or integrations provided by third parties.

These may include:

- Google Maps;
- LinkedIn;
- Facebook;
- Instagram;
- Telegram;
- WhatsApp Business;
- Other external websites or platforms.

THEA Medical Store does not control third-party websites or platforms and is not responsible for their content, availability, security, privacy practices, or terms.

The company website specification specifically provides for Google Maps and social-media integrations.

Your use of third-party services is subject to the relevant provider's terms and policies.

24. Privacy

Your use of the website is also subject to our Privacy Policy.

Our Privacy Policy explains how THEA Medical Store collects, uses, stores, protects, and discloses personal data.

Please review the Privacy Policy before submitting personal information through the website.

25. Confidential Information

Visitors should not submit confidential information, trade secrets, patient records, proprietary technical information, or other sensitive business information through general website forms unless THEA Medical Store has specifically requested such information through an appropriate secure channel.

Submitting information through a general inquiry form does not necessarily establish a confidential or contractual relationship.

26. Patient and Health Information

The website is primarily intended for business-to-business healthcare inquiries.

You should not submit:

- Patient medical records;
- Patient identification information;
- Medical histories;
- Diagnostic reports;
- Prescriptions;
- Laboratory reports;
- Medical images;
- Other sensitive health information

through a general website contact form unless expressly requested and an appropriate secure method has been provided.

THEA Medical Store reserves the right to delete or reject information submitted through inappropriate channels where permitted by law.

27. Disclaimer Regarding Medical Advice

THEA Medical Store is a healthcare supply and medical equipment company.

Information published on this website is not intended to provide medical diagnosis, treatment, or individual medical advice.

Nothing on the website should be relied upon as a substitute for consultation with a qualified healthcare professional.

If you require medical advice, diagnosis, or treatment, consult an appropriately qualified healthcare professional.

28. Disclaimer Regarding Product Information

We attempt to present product and service information accurately, but we do not guarantee that every description, image, specification, technical detail, availability statement, or other information is complete, current, or error-free.

Product specifications and availability should be confirmed with THEA Medical Store before a purchase, rental, installation, or other commercial decision.

29. No Unauthorised Warranty

Unless expressly stated in a written agreement, the website does not provide a warranty concerning:

- Product suitability;
- Product availability;
- Equipment compatibility;
- Fitness for a particular purpose;
- Continuous availability;
- Uninterrupted service;
- Specific clinical outcomes.

Any manufacturer warranty or contractual warranty applicable to a product or service will be governed by its relevant terms.

30. Limitation of Liability

To the extent permitted by applicable law, THEA Medical Store will not be responsible for losses arising solely from:

- Reliance on general website information;
- Temporary website unavailability;
- Third-party website failures;
- Internet connectivity problems;
- Unauthorized access caused by circumstances outside our reasonable control;
- Errors or omissions in website content;

- Use of information without obtaining appropriate professional or technical advice;
- Events beyond our reasonable control.

Nothing in these Terms is intended to exclude or limit liability where such exclusion or limitation is prohibited by applicable UAE law.

31. Indemnification

To the extent permitted by applicable law, you agree to indemnify and hold harmless THEA Medical Store L.L.C., its officers, employees, representatives, and authorized service providers from claims, losses, liabilities, damages, or expenses arising from your:

- Violation of these Terms;
- Unlawful use of the website;
- Misuse of website content;
- Infringement of third-party rights;
- Submission of false or unauthorized information;
- Unauthorized access or interference with the website.

This provision does not apply to the extent that the relevant loss results from THEA Medical Store's own unlawful conduct or liability that cannot legally be excluded.

32. Force Majeure

THEA Medical Store will not be responsible for delays or failures caused by circumstances beyond its reasonable control.

Such circumstances may include:

- Natural disasters;
- Epidemics or pandemics;
- Government actions;
- Regulatory changes;
- War;
- Civil unrest;
- Strikes;

- Fire;
- Flood;
- Transportation disruption;
- Supply-chain disruption;
- Customs delays;
- Power or telecommunications failures;
- Cybersecurity incidents;
- Other events beyond reasonable control.

Where such circumstances affect a specific commercial transaction, the applicable agreement will determine the rights and obligations of the parties.

33. Suspension or Termination of Website Access

THEA Medical Store may restrict or suspend access to the website where reasonably necessary, including where:

- These Terms are violated;
- Unauthorized access is suspected;
- Fraudulent activity is suspected;
- Security is threatened;
- Website misuse occurs;
- Maintenance is required;
- Legal or regulatory requirements require restriction.

We may also modify or discontinue website features at any time.

34. Changes to These Terms

THEA Medical Store may update these Terms from time to time.

Changes may be made to reflect:

- Changes to our business;
- New website features;
- New products or services;

- Changes in applicable laws;
- Changes in technology;
- Security requirements;
- Operational changes.

The updated Terms will be published on the website with a revised "Last Updated" date.

Your continued use of the website after an updated version is published constitutes acceptance of the updated Terms, to the extent permitted by applicable law.

35. Governing Law

These Terms shall be governed by and interpreted in accordance with the applicable laws of the United Arab Emirates.

Where applicable, UAE federal laws and the relevant laws and regulations applicable in the Emirate of Dubai will apply.

Nothing in these Terms prevents a consumer or other party from exercising mandatory rights or protections available under applicable law.

36. Dispute Resolution

If a dispute arises regarding the use of the website or a transaction with THEA Medical Store, the parties should first attempt to resolve the matter amicably through good-faith communication.

Where a separate contract, purchase order, rental agreement, or service agreement contains a dispute-resolution clause, that clause will apply to the relevant transaction.

Where no separate agreement applies, disputes will be handled by the competent courts or authorities having jurisdiction under applicable UAE law.

37. Electronic Communications

When you communicate with THEA Medical Store electronically, including through website forms or email, you consent to receiving electronic communications relevant to your inquiry or business relationship.

Electronic records and communications may be retained where necessary for legitimate business, legal, regulatory, or contractual purposes.

The UAE's Electronic Transactions and Trust Services Law provides the legal framework governing electronic documents, electronic signatures, and electronic transactions.

38. No Waiver

If THEA Medical Store does not immediately enforce a provision of these Terms, that does not mean that we waive our right to enforce that provision later.

Any waiver must be made in accordance with applicable law and, where appropriate, in writing.

39. Severability

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

The invalid provision will be interpreted or modified to the extent necessary to make it enforceable while preserving its intended purpose, where legally permissible.

40. Entire Agreement

These Terms, together with our Privacy Policy and any other applicable website notices, constitute the general terms governing use of the website.

For specific purchases, rentals, services, or business transactions, the relevant quotation, purchase order, rental agreement, service agreement, or other contractual document may contain additional terms.

Where a specific written agreement conflicts with these website Terms, the specific agreement will govern the relevant transaction.

41. Contact Us

For questions regarding these Terms & Conditions, please contact:

THEA Medical Store L.L.C.

Email: info@theamedical.com

Website: www.theamedical.com

Phone: +971 4 338 7946

Address:

103, ART XV, Marasi Dr, Business Bay, Dubai, United Arab Emirates
France Q05, 0000, Dubai, United Arab Emirates

42. Website Legal Pages

For transparency and compliance, the website should provide easily accessible links to:

- Privacy Policy;
- Terms & Conditions;
- Cookie Policy, where applicable;
- Disclaimer;
- Contact information.

These links should preferably be available in the website footer.

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