

PetAir.hk

Pet Oxygen Concentrator Rental / Service Agreement

寵物氧氣濃縮機 / 製氧機租賃服務協議

Supplier / 供應方: Laputa (Medical Supplies) Limited

Room A, 9/F, King Kong Business Centre, 9 Des Voeux Road West, Sheung Wan, Hong Kong

1. Parties, Rental Period and Equipment Details / 雙方、租賃期及設備資料

Customer full name 客戶姓名		Pet owner name, if different 如不同：寵物主人姓名	
Mobile / WhatsApp 電話 / WhatsApp		Email 電郵	
Rental / use address 租賃 / 使用地址			
Rental start date and time 租賃開始日期及時間		Rental end / return date and time 租賃結束 / 歸還日期及時間	
Oxygen concentrator model 氧氣濃縮機 / 製氧機型號		Serial no. 序號	
Accessories supplied 隨機配件		Accessory condition notes 配件狀況備註	
Deposit paid 已付按金		Rental / delivery / collection fee 租金 / 送貨 / 收機費	
Special written rental terms, if any 特別書面租賃條款（如有）			

2. Agreement and Service Scope / 協議及服務範圍

2.1(a) This Agreement is between Laputa (Medical Supplies) Limited, operating through PetAir.hk (the Company), and the Customer named in Clause 1.

本協議由透過 PetAir.hk 營運之 Laputa (Medical Supplies) Limited (下稱「本公司」) 與第1條所列客戶訂立。

2.1(b) The Company rents oxygen concentrator equipment and related accessories for temporary pet-related use during the agreed rental period only.

本公司只於協定租賃期間，出租氧氣濃縮機 / 製氧機及相關配件作臨時寵物相關用途。

2.1(c) The rental starts when the equipment is delivered, collected or made available to the Customer, and ends only when all equipment and accessories are returned to and accepted by the Company.

租賃由設備送達、客戶領取或本公司提供設備予客戶時開始，並只在所有設備及配件交還並獲本公司接收後結束。

2.1(d) The equipment is not supplied for human use. The Customer must not use the equipment for any person.

設備並非供人使用。客戶不得將設備用於任何人士。

3. No Veterinary Advice or Clinical Responsibility / 不提供獸醫意見或臨床責任

3.1(a) The Company is not a veterinary clinic, animal hospital, emergency veterinary service or pet monitoring service.

本公司並非獸醫診所、動物醫院、緊急獸醫服務或寵物監察服務。

3.1(b) The Company does not diagnose, treat, prescribe, assess, monitor, triage, supervise or provide veterinary advice in relation to any pet.

本公司不會就任何寵物作出診斷、治療、處方、評估、監察、分流、監督或提供獸醫意見。

3.1(c) Any demonstration, explanation, message or customer support provided by the Company is only for basic rental handling and does not replace advice from a registered veterinarian.

本公司提供的任何示範、解釋、訊息或客戶支援，只限於基本租賃操作及交收安排，並不能取代註冊獸醫意見。

3.1(d) The Customer is solely responsible for obtaining veterinary advice on whether oxygen use, home care, hospitalisation, flow rate, duration, monitoring and follow-up are appropriate.

客戶須自行及全權負責向獸醫查詢氧氣使用、家居照顧、住院需要、流量、使用時間、監察及跟進是否合適。

3.1(e) The Customer must not delay or avoid veterinary care because equipment has been ordered, delivered, rented, set up, replaced or troubleshot.

客戶不得因已訂購、送達、租用、安裝、更換或檢查設備而延誤或避免尋求獸醫診治。

4. Assumption of Risk and Pet Outcome Disclaimer / 風險承擔及寵物結果免責聲明

4.1(a) The Customer understands that a pet requiring oxygen support may already be seriously unwell, unstable, elderly, injured, recovering, or suffering from a life-threatening condition.

客戶明白需要氧氣支援的寵物，可能本身已嚴重不適、不穩定、年老、受傷、康復中或患有可危及生命的情況。

4.1(b) The Company gives no guarantee that the equipment will improve, stabilise, save, extend the life of, or prevent deterioration or death of any pet.

本公司不保證設備可改善、穩定、拯救、延長任何寵物生命，或防止任何寵物惡化或死亡。

4.1(c) The Customer accepts that the pet may deteriorate, collapse, require hospitalisation, suffer injury or die before, during or after equipment use, whether or not the equipment appears to be operating normally.

客戶接受寵物可能於使用設備前、期間或之後出現惡化、暈倒、需要住院、受傷或死亡，不論設備表面上是否正常運作。

4.1(d) To the maximum extent permitted by Hong Kong law, the Company is not responsible or liable for any pet illness, deterioration, injury, respiratory arrest, cardiac arrest, death, veterinary fees, hospital fees, cremation or burial costs, emotional distress, loss of chance or any related loss.

在香港法律允許的最大範圍內，本公司不就任何寵物疾病、惡化、受傷、呼吸停止、心臟停頓、死亡、獸醫費、住院費、火化或殮葬費、情緒困擾、失去機會或任何相關損失承擔責任。

5. Customer Duties and Safety Responsibilities / 客戶責任及安全責任

5.1(a) The Customer must keep the equipment safe, clean, dry, upright, undamaged, reasonably ventilated and protected from water, smoke, oil, grease, heat, flames, insects, chewing, impact, theft, unauthorised use and tampering.

客戶必須妥善保管設備，保持安全、清潔、乾爽、直立、無損、通風合理，並避免水、煙、油、油脂、高溫、火焰、昆蟲、咬噬、撞擊、盜竊、未授權使用及擅自改動。

5.1(b) The Customer must not open, repair, dismantle, alter, tape over vents, bypass alarms, remove labels, attach non-approved accessories or use the equipment outside the agreed scope.

客戶不得打開、維修、拆卸、改裝、遮蓋散熱口、繞過警報、移除標籤、接駁未經批准配件，或在協定範圍以外使用設備。

5.1(c) Oxygen may increase fire risk. The Customer must keep the equipment and oxygen flow away from smoking, candles, incense, flames, sparks, heaters, cooking areas, flammable sprays, solvents, oils, grease and ignition sources.

氧氣可能增加火警風險。客戶必須令設備及氧氣流遠離吸煙、蠟燭、香燭、明火、火花、暖爐、煮食位置、易燃噴霧、溶劑、油、油脂及任何點火源。

5.1(d) The Customer remains solely responsible for supervising the pet and equipment during use.

使用期間，客戶須全權負責照看寵物及監察設備。

5.1(e) If there is smoke, burning smell, unusual heat, electrical fault, broken part, water entry, alarm, obvious malfunction or damaged tubing/accessory, the Customer must stop using the affected item if safe, contact the Company, and seek veterinary care if the pet depends on oxygen.

如出現冒煙、燒焦氣味、異常高溫、電力故障、部件破損、入水、警報、明顯故障或喉管 / 配件損壞，客戶應在安全情況下停止使用受影響項目、聯絡本公司；如寵物依賴氧氣，須尋求獸醫協助。

6. Fees, Deposit, Extension and Late Return / 費用、按金、續租及逾期歸還

6.1(a) The Customer must pay all agreed rental fees, deposit, delivery fees, collection fees, extension fees, late fees, missing-part charges, cleaning charges, repair charges, replacement costs and other agreed charges.

客戶必須支付所有協定租金、按金、送貨費、收機費、續租費、逾期費、遺失配件費、清潔費、維修費、更換費及其他協定費用。

6.1(b) The Company may apply the deposit against unpaid amounts, late return, failed collection, missing accessories, damage, cleaning, replacement, chargebacks or any other amount owed by the Customer.

本公司可將按金用作抵銷客戶欠款、逾期歸還、未能收機、配件遺失、損壞、清潔、更換、退款拒付或其他應付款項。

6.1(c) Any extension must be confirmed by the Company in writing. Keeping equipment beyond the agreed period without written approval will incur additional rental and late charges.

任何續租必須經本公司書面確認。客戶未經書面批准而超出協定期限保留設備，須支付額外租金及逾期費。

6.1(d) If the Customer returns the equipment after the agreed rental period, any overdue period of less than one month shall be charged as a full month of rental. The Company may also charge collection, extension, administrative or other agreed fees where applicable.

如客戶超出協定租賃期歸還設備，而逾期不足一個月，仍須按一整個月租金計算及支付。本公司可另行收取收機、續租、行政或其他已協定費用。

6.1(e) Early return, change in pet condition, hospitalisation, death of the pet, non-use, change of mind or cancellation after dispatch/delivery does not automatically entitle the Customer to a refund unless confirmed by the Company in writing.

提早歸還、寵物情況改變、寵物住院、寵物死亡、未有使用、改變主意或發貨 / 送貨後取消，並不自動令客戶有權退款，除非本公司另以書面確認。

7. Delivery, Collection, Return, Loss and Damage / 送貨、收機、歸還、遺失及損壞

7.1(a) Delivery and collection times are estimates unless the Company expressly confirms a guaranteed time in writing.

除非本公司以書面明確確認保證時間，否則送貨及收機時間只屬估計。

7.1(b) The Company is not responsible for pet outcome or other loss caused by waiting time, traffic, access problems, building restrictions, incorrect address, Customer unavailability or events outside the Company's reasonable control.

本公司不就因等候時間、交通、出入問題、大廈限制、地址錯誤、客戶未能接收 / 交還或本公司合理控制以外事件所引致的寵物結果或其他損失負責。

7.1(c) Equipment must be returned complete, clean, dry, undamaged and with all accessories and packaging reasonably intact, ordinary wear and tear excepted.

設備必須完整、清潔、乾爽、無損地歸還，並連同所有配件及合理完整的包裝；正常損耗除外。

7.1(d) The Customer must notify the Company before collection if the equipment has been exposed to urine, faeces, vomit, blood, infectious disease, parasites, heavy fur, smoke, mould, strong odour, water, oil, grease or other contamination. Extra cleaning or replacement charges may apply.

如設備曾接觸尿液、糞便、嘔吐物、血液、傳染病、寄生蟲、大量毛髮、煙味、霉菌、強烈氣味、水、油、油脂或其他污染，客戶必須在收機前通知本公司。

本公司可收取額外清潔或更換費用。

7.1(e) The Customer is responsible for all equipment and accessories while they are in the Customer's possession, custody or control.

設備及配件一旦在客戶管有、保管或控制期間，客戶須對其負責。

7.1(f) If any oxygen concentrator, accessory, part or packaging is lost, stolen, missing, not returned, damaged beyond ordinary wear and tear, contaminated beyond normal cleaning, confiscated or otherwise unavailable for return, the Customer must reimburse the Company the full replacement cost based on the then-current market value of an equivalent new or comparable replacement item, together with inspection, repair, cleaning, recovery, collection, administration and other reasonable related costs.

如任何氧氣濃縮機 / 製氧機、配件、零件或包裝被遺失、被盜、失蹤、未能歸還、超出正常損耗而損壞、污染至超出一般清潔程度、被扣押或因其他原因無法歸還，客戶須按當時市場價值，以等同全新或可比較替代物品的全額更換成本賠償本公司，並須支付檢查、維修、清潔、追收、收機、行政及其他合理相關費用。

7.1(g) The Company may deduct any deposit against such amounts, but the Customer remains liable for any shortfall.

本公司可從按金中扣除上述款項；如按金不足，客戶仍須支付差額。

8. Exclusion and Limitation of Liability / 責任排除及責任限制

8.1(a) To the maximum extent permitted by Hong Kong law, the Company excludes all liability arising from or connected with the rental, use, non-use, delivery, late delivery, collection, setup explanation, equipment condition, accessories, malfunction, Customer operation, veterinary decisions or pet outcome.

在香港法律允許的最大範圍內，本公司排除所有因租賃、使用、未使用、送貨、延遲送貨、收機、安裝解釋、設備狀況、配件、故障、客戶操作、獸醫決定或寵物結果所引致或相關的責任。

8.1(b) If the Company is found liable despite this Agreement, the Company's total aggregate liability is limited to the rental fee actually paid by the Customer for the disputed rental period, excluding deposit, delivery fee, collection fee, replacement charges, cleaning charges, third-party costs, veterinary costs and taxes.

即使本協議另有規定而本公司仍被裁定須負責，本公司的總累計責任以客戶就有爭議租賃期間實際支付的租金為上限，不包括按金、送貨費、收機費、更換費、清潔費、第三方費用、獸醫費及稅項。

8.1(c) To the maximum extent permitted by law, the Company is not liable for indirect, special, incidental, consequential, punitive, exemplary, emotional, sentimental, loss-of-profit, loss-of-business, loss-of-opportunity, reputational or third-party losses.

在法律允許的最大範圍內，本公司不就任何間接、特殊、附帶、後果性、懲罰性、示範性、情緒、感情、利潤損失、業務損失、機會損失、聲譽損失或第三方損失承擔責任。

8.1(d) The Customer agrees these exclusions and limits are reasonable because the Company is only an equipment rental provider, the rental fee is limited, and the Company does not control the pet's medical condition, veterinary care, environment, handling or monitoring.

客戶同意上述責任排除及限制屬合理，因本公司只屬設備租賃供應方，租金有限，且本公司不能控制寵物病情、獸醫護理、環境、操作或監察。

8.1(e) The Customer acknowledges that information shown on PetAir.hk, the Company website, advertisements, product pages, quotations, messages or other materials may be general, approximate, incomplete, outdated, subject to change, dependent on supplier information, or affected by stock availability.

客戶確認 PetAir.hk、本公司網站、廣告、產品頁、報價、訊息或其他資料所顯示的內容，可能只屬一般、約略、不完整、過時、可隨時更改、取決於供應商資料，或受庫存供應影響。

8.1(f) To the maximum extent permitted by Hong Kong law, the Company is not responsible for any error, omission, inaccuracy, outdated information, stock unavailability, model difference, accessory difference, specification difference, supplier-provided information or website description relating to any machine, accessory, product or service.

在香港法律允許的最大範圍內，本公司不就任何機器、配件、產品或服務相關的錯誤、遺漏、不準確、過時資料、缺貨、型號差異、配件差異、規格差異、供應商提供資料或網站描述承擔責任。

8.1(g) The Company does not guarantee that any rented oxygen concentrator, accessory, setting, flow output, oxygen purity, setup or rental arrangement will be clinically sufficient, appropriate or effective for the Customer's pet. The Customer must rely on veterinary advice and remains solely responsible for deciding whether the equipment is suitable for the pet's condition.

本公司不保證任何租用的氧氣濃縮機 / 製氧機、配件、設定、流量輸出、氧氣純度、配置或租賃安排，對客戶寵物而言在臨床上足夠、合適或有效。客戶必須依賴獸醫意見，並須自行及全權負責判斷設備是否適合寵物狀況。

8.1(h) Nothing in this Agreement excludes or restricts liability to the extent such exclusion or restriction is not permitted by applicable Hong Kong law. Any unenforceable wording shall be limited to the minimum extent necessary so the remaining protection applies as fully as legally permitted.

本協議任何條款均不會在香港適用法律不容許的範圍內排除或限制責任。任何不可執行的文字，須在所需的最低程度內作出限制，使餘下保障在法律允許下盡量全面適用。

9. Customer Indemnity / 客戶彌償

9.1(a) The Customer agrees to indemnify and hold harmless the Company, its directors, officers, employees, contractors, delivery personnel and agents from all claims, demands, losses, liabilities, damages, costs, expenses and professional fees arising out of or connected with the Customer's use or misuse of equipment, incorrect information, failure to follow instructions, delayed veterinary care, unauthorised use, human use, breach of this Agreement, loss or damage to equipment, property damage, personal injury, or claims by any pet owner, co-owner, family member, carer, building management, landlord, veterinary clinic, insurer or other third party.

客戶同意就因客戶使用或誤用設備、資料不正確、未按指示、延誤獸醫診治、未授權使用、供人使用、違反本協議、設備遺失或損壞、財物損壞、人身傷害，或任何寵物主人、共同擁有人、家人、照顧者、大廈管理處、業主、獸醫診所、保險公司或其他第三方索償所引致或相關的一切申索、要求、損失、責任、損害、成本、開支及專業費用，向本公司及其董事、高級人員、僱員、承辦商、送貨人員及代理作出彌償並使其免受損害。

9.1(b) This indemnity continues after the equipment is returned and after this Agreement ends.

本彌償責任於設備歸還及本協議終止後仍然有效。

10. Termination and Refusal of Service / 終止及拒絕服務

10.1(a) The Company may refuse, suspend, cancel, collect or terminate the rental where it reasonably believes the Customer has breached this Agreement, provided inaccurate information, created safety risk, abused staff, failed to pay, failed to return equipment, used equipment for human use or used equipment outside the agreed scope.

如本公司合理相信客戶違反本協議、提供不準確資料、造成安全風險、辱罵職員、未付款、未歸還設備、將設備供人使用或超出協定範圍使用設備，本公司可拒絕、暫停、取消、收回或終止租賃。

10.1(b) Termination does not affect amounts already due, liability for loss or damage, indemnity, disclaimers, limitation of liability, or other continuing terms.

終止不影響已到期款項、遺失或損壞責任、彌償、免責聲明、責任限制或其他持續有效條款。

11. Personal Data, Communications and Records / 個人資料、通訊及紀錄

11.1(a) The Customer authorises the Company to collect, use and retain customer details, delivery details, pet/rental details, payment records, communication records, photos/videos of equipment condition, incident reports and related information for rental administration, delivery/collection, payment, deposit handling, support, dispute handling, debt recovery, insurance, legal compliance and service improvement.

客戶授權本公司收集、使用及保留客戶資料、送貨資料、寵物 / 租賃資料、付款紀錄、通訊紀錄、設備狀況相片 / 影片、事故報告及相關資料，用於租賃管理、送貨 / 收機、付款、按金處理、支援、爭議處理、追收欠款、保險、法律合規及改善服務。

11.1(b) WhatsApp, SMS, email, website forms and other written messages may be used to confirm rental terms, extensions, returns, equipment condition, payment and Customer instructions.

WhatsApp、短訊、電郵、網站表格及其他書面訊息可用作確認租賃條款、續租、歸還、設備狀況、付款及客戶指示。

12. General Legal Terms / 一般法律條款

12.1(a) This Agreement and related written rental documents form the entire agreement for the rental and replace prior discussions, statements, marketing material or messages unless expressly incorporated in writing.

本協議及相關書面租賃文件構成有關租賃的完整協議，並取代先前討論、陳述、宣傳資料或訊息，除非該等內容已明確以書面納入。

12.1(b) Failure or delay by the Company to enforce any right is not a waiver.

本公司未有或延遲行使任何權利，並不構成放棄該權利。

12.1(c) If any term is invalid or unenforceable, the remaining terms continue. The invalid term shall be modified or limited to the minimum extent necessary to make it enforceable where possible.

如任何條款無效或不可執行，其餘條款仍然有效。無效條款在可行情況下須作出必要的最低程度修改或限制，以使其可執行。

12.1(d) The Customer may not transfer, lend, sub-rent, sell, pledge, dispose of or allow another person to take possession of the equipment without the Company's written consent.

未經本公司書面同意，客戶不得轉讓、借出、分租、出售、抵押、處置設備或容許他人管有設備。

12.1(e) This Agreement is governed by the laws of the Hong Kong Special Administrative Region. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

本協議受香港特別行政區法律管轄。雙方接受香港法院的非專屬司法管轄權。

13. Customer Acknowledgement / 客戶確認

13.1 By signing below, I confirm that I have read, understood and agreed to all terms of this Agreement, including but not limited to the rental payment terms, overdue rental charges, equipment loss/damage liability, risk disclaimer, limitation of liability, indemnity, website/product/specification disclaimer, and the clauses stating that Laputa (Medical Supplies) Limited does not provide veterinary advice, treatment, monitoring or emergency services and does not guarantee any pet outcome, oxygen sufficiency, recovery, survival or clinical result.

本人在下方簽署，即確認本人已閱讀、明白並同意本協議所有條款，包括但不限於租金付款條款、逾期租金、設備遺失 / 損壞責任、風險免責聲明、責任限制、彌償、網站 / 產品 / 規格資料免責聲明，以及有關 Laputa (Medical Supplies) Limited 不提供獸醫意見、治療、監察或緊急服務，亦不保證任何寵物結果、氧氣是否足夠、康復、存活或臨床效果之條款。

Customer signature
客戶簽署

For and on behalf of Laputa (Medical Supplies) Limited
代表 Laputa (Medical Supplies) Limited

Name
姓名

Name
姓名

Date and time
日期及時間