

# TERMS & CONDITIONS

## About Us

Skye Instruments Ltd has been trading in the UK since 1983. If you have any queries concerning our products please contact us:-

Skye Instruments Ltd,  
21, Ddole Enterprise Park,  
Llandrindod Wells, Powys LD1 6DF UK

Tel: +44 (0) 1597 824811

Email: [skyeemail@skyeinstruments.com](mailto:skyeemail@skyeinstruments.com)

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Companies house No. - 01705412  
EORI Nos. - GB384624628000  
- XI384624628000

## Making a Purchase

Orders can be placed by phone, post or email & must be accompanied by a Purchase Order.

Your order will be acknowledged via email. No order will be considered valid until acknowledged by email.

As most items sold are bespoke and modified for a customer's application we cannot guarantee any refund if the product is no longer required. A full refund will only be made if the goods are faulty or damaged and reported to Skye within 7 days of receiving them. Requests for a refund after 7 days will be treated on a case by case basis.

We accept payment by VISA, Mastercard and Debit Cards, American Express, cheque, & bank transfer. Letters of credit will also be accepted if drawn from a UK bank. Customer is responsible for all Letter of credit charges. Our prices are in Sterling.

Skye Instruments Ltd does not store in any way your credit card details. The General Data Protection Regulation 2016/679 rules are adhered to.

We aim to supply all goods within the time specified on the order acknowledgement, however Skye Instruments will not be held responsible for delays caused by supplier delays, delays caused by customs clearance, and delays caused waiting on customer communications.

## Discount codes

Discount codes are offered via our various social media platforms and via email. One use of a discount code per customer during the offer period on new orders only. Discount codes must be mentioned at the point of placing an order and are not valid for existing orders. There is no minimum order value. Discount codes cannot be used against hired systems. Discount codes cannot be used in conjunction with any other discount. To claim discount products are to be purchased directly from Skye Instruments. Refunds requested on discounted purchases will be refunded at the discounted purchase price. For refund terms and conditions please see the relevant section above.

## Bank Charges

All bank charges are the responsibility of the customer. We shall invoice any shortfalls on payments received which are due to bank charges. We reserve the right to charge an interest fee of 2% above the UK base rate prevailing at the time.

## Tax Charges

20% VAT will be added to UK orders. For orders supplied to the EU please include your VAT/TVA number.

## Customs Duties & Local Taxes

Orders from outside the UK may be subject to import duties & local taxes when the goods are delivered to you. We are unable to cover these unknown costs in your transaction, so you will need to pay the shipping company direct if these charges are applicable. Any such charges are the responsibility of the customer and cannot be reclaimed from Skye.

## Shipping & Handling

UK orders are generally shipped by an overnight courier. For overseas consignments we use one of the international couriers. Tracking information will be supplied after the shipment has been booked in, along with an estimated delivery schedule.

## INCO Terms

As standard, we use the Incoterm 'DAP – Delivered At Place'. Other Incoterms may be available on request. Please contact Skye Instruments Ltd to discuss your requirements.

## Delivery Schedule

Please allow up to 28 days for delivery.

## Guarantee

Skye products are guaranteed free from defects in materials and workmanship (under normal usage) for a period of 1 (one) year from date of shipment, provided that all instruments have been maintained, serviced and calibrated as recommended by Skye Instruments Ltd. Goods returned within the guarantee period will be assessed and if the fault lies in a component defect or faulty workmanship then they will be repaired or replaced at our expense. We accept no liability for consequential loss or damage. Computers are subject to the manufacturer's guarantee.

## Multichannel Radiometers & Spectral Albedometers

Skye Multichannel Radiometers and Spectral Albedometers are guaranteed free from defects in materials and workmanship (under normal usage) for a period of 1 year from date of shipment, provided that all instruments have been maintained, serviced and calibrated as recommended by Skye Instruments Ltd.

Sensors returned within the guarantee period will be assessed and if the fault lies in a component defect or faulty workmanship then they will be repaired or replaced at Skye's expense. Skye accepts no liability for consequential loss or damage.

All precision instruments are prone to calibration drift with time. Skye Light and Radiation sensors are recommended to be calibrated every 2 years as part of the User's normal maintenance schedule. Please return sensors to Skye in the UK, where they will be recalibrated traceable to UK National Standards, via the National Physical Laboratory (NPL). A new Calibration Certificate will be issued, showing the current sensitivity and the change (if any) since the previous calibration. Please see the "Repairs" & "Calibration & Maintenance section for full details.

Skye Multichannel Radiometers and Spectral Albedometers contain tightly specified Optical Filters which are not manufactured by Skye. Although the sensor housings are fully

weatherproof, the Filter performance and lifetime may vary depending on Users' application and installation environment. For example high temperature variations (cycling) may cause the calibrated wavebands to shift slightly in time, or even shorten the lifetime of the Filters in extreme cases. Sensors returned for recalibration are checked for their exact wavelength response, which is also supplied with the new Calibration Certificate.

All products of Skye manufacture are usually repairable and quotations will be given on sight of the instrument, or by estimate given over the phone.

### Repairs

All products of Skye manufacture are usually repairable and quotations will be given before work is commenced. The cost of returning a product for repair is the responsibility of the customer.

Inward Processing (previously known as Inward Processing Relief or IPR) allows for the relief from customs duty and import VAT on the importation of non-EU goods that are processed (Processing includes repacking, sorting, repair, destruction or more complicated manufacture) and then exported outside the EU. If the goods are released for free circulation in the EU then they might be liable for a lower rate of customs duty and import VAT. Excise duty may also be suspended when goods are entered into IP.

All returns coming from outside of the EU must be accompanied with the relevant Inward Processing documentation to ensure the goods are not held up during the customs process.

Please click [here](#) for details on how to return instruments to Skye.

### Calibration & Maintenance

Recommended procedure for light sensors – click [here](#)

Recommended procedures for the MiniMet Weather Station – click [here](#)

Recommended procedures for the Plant Moisture System – click [here](#)

### Privacy Policy

Please click [here](#)

### Damaged / Returned Goods

All goods delivered must be examined at time of delivery and any damaged or defective goods should be rejected. Any shortfalls or queries must be reported to Skye within 3 days of receipt of the goods.

Goods returned from overseas MUST clearly state the following on the outside of the packaging:

“Returned goods – unsuitable”

Failure to do so may result in the package attracting charges including those levied by UK Customs & Excise, and we reserve the right to offset any such charges incurred against any refund made. For customers outside the EU, please complete a CN22 or equivalent customs declaration form.

### Insurance

The delivery charge includes insurance against loss or damage of the parcel.

### GPRS Remote Comms Systems

#### **Access To Data Using a Non-Skye Server**

The DHLC1 needs to be programmed with details of the ftp server where the data is to be sent. This can be any server with a public IP Address and the correct permissions for access. Skye Instruments Ltd cannot accept any responsibility for any resulting issues losses or problems for customers using their own server.

#### **Access To Data Using The Skye Server**

As part of the cost of the Skye GPRS System, Skye makes available the facility of data storage on its own server. When customers choose to use this facility, the DHLC1 will be programmed with the correct ftp details. Customers will be supplied with their own user name and password giving access to a Directory created especially for their data. These user names and passwords are supplied to the purchaser of the system and are not given to anyone else, unless a request is made in writing by the purchaser.

#### Data Storage on Skye's Server

All precautions are taken to preserve data storage. Data on the server is regularly backed up to a secure location.

Skye Instruments Ltd cannot accept any responsibility for the integrity of the data and will not be checking content of the day files, unless requested to do so by the customer, if problems are suspected. It is the responsibility of the customer to ensure that the sensors, DataHog, etc. are working correctly. If a problem is suspected then customers should always contact the Skye Technical Team.

Data will be kept in the Customer Directory for 2 years, after which time it may be removed. Historical data beyond 2 years may be available, but Skye will have to make a small charge to retrieve and deliver such data, if indeed it is available.

Please note also that the Skye ftp servers are only for the collection and storage of data collected by the Skye MiniMet weather stations. Their use for other purposes may result in your account being suspended. Access to your Customer Directory is 'read only'. You can download the data files but you will not be able to delete any files or rename any files.

Skye Instruments Ltd undertakes to hold in private the data your equipment has collected. We will not knowingly permit access to this data by any person other than the purchaser. We reserve the right to disclose the contents of Skye FTP Servers to suitably authorised Government or Law Enforcement bodies at their request.

Skye will always make its best endeavours to ensure the correct operation and availability of its FTP Servers. However, such operation and availability is dependent on 3rd party suppliers of services, such as Internet service providers, local infrastructure and electricity suppliers, and for this reason we offer no guarantee of data security. Users should download their data and make backup copies at frequent intervals.

#### Cellular Network Availability

Skye attempts, where possible, to make every effort to ensure that the network selected for the system is the most suitable one for the site when in the UK. Skye has also taken as many precautions as possible in the design of the DHLC1 to minimise any data loss.

However, Skye Instruments Ltd is unable to accept any responsibility for loss of data due to either non-availability of signal or inability of the DHLC1 to access the cellular network due to a busy network. These instances are completely out of the control of Skye Instruments Ltd.

At the time of quoting for the Skye GPRS system, Skye will check to see if services are available at the customer's declared location, if it is in the UK. However, since such a check is based on 3rd party information, we can give no guarantee of a viable signal being available on the chosen network. It is recommended that the customer should assess the availability of 2G/3G signals at the time of planning their installation.

We are unable to provide reliable information for choice of network for overseas locations. This has to be the responsibility of the purchaser. In countries where Skye is represented, then our Distributors will provide as much help and advice as possible.

### SIM Cards - UK

The GPRS requires a SIM card to operate. These are readily available and can be supplied by the customer, if so desired, but we would recommend that Skye provide the card. Skye uses an M2M (Machine to Machine) Company which supplies a 'roaming' SIM card, ie, it locks onto the strongest signal available locally. The monthly cost is comparable to contract SIMs from individual network suppliers. Please note, we do not recommend PAYG SIMS, although such SIMs from many providers can be used successfully.

### SIM Cards - Overseas

Although Skye can supply SIM cards for use overseas, they will be very expensive. It is therefore recommended that customers provide their own. If Skye has a Distributor in the relevant country, then please contact them for advice and support.

It is the customer's responsibility to ensure that the SIM card is active, i.e. bills have been paid. If Skye supplies the SIM card, then customers will have been invoiced for 1 year in advance. On the second and subsequent years, renewal invoices will be sent out 30 days before the due date. If payment has not been

received by 30 days after the invoice date, then access to the Skye Server may be suspended.

### DataPlus/MiniMetView Service

A renewal invoice will be sent out 60 days before the due date. If payment has not been received by 30 days after the invoice date, then access to the Data Plus Service may be suspended.

### MiniMet Weather Stations (Including Compact MiniMet)

It is the responsibility of the customer to maintain their station. Skye Instruments Ltd is not responsible for any issues and problems resulting from damage by animals, vandals, etc., poor maintenance or 'act of God' situations.

Skye offers Annual Service Contracts and there is information available on our website to assist with the maintenance of stations.

### Copyright & Intellectual Property Rights

All specifications, descriptive matter, electronics, downloaded files, software, drawings and other documents or media relating to the MiniMet Weather Station & GPRS Remote Comms System, whether supplied by Skye Instruments Ltd via its websites or other means, remains the property of Skye Instruments Ltd, and the intellectual property relating thereto remains vested in Skye Instruments Ltd.

### Trademarks

Skye, DataHog, MiniMet, DHLIC1, SpectroSense, Apollo, HydroSense, RHT+, MiniMetView, & SkyeLynxComms are Trademarks belonging to Skye Instruments Ltd and cannot be copied or used.