



**NEW YORK STATE SITEPOWER**  
**GENERATOR SYSTEMS & 24-7 EMERGENCY SERVICE**  
3700 MAIN STREET WALWORTH, NY 14568

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## DOING BUSINESS WITH NEW YORK STATE SITEPOWER – TERMS AND CONDITIONS

**QUESTION: WHAT IS IT LIKE DOING BUSINESS WITH NEW YORK STATE SITEPOWER?** ANSWER: EVERYTHING WE DO IS GOVERNED BY A SET OF 14 CORE VALUES. Our Core Values ensure consistent, fair, and consistent interactions with each other, vendors, clients and those who we interact with. Each NEW YORK STATE SITEPOWER relationship and interaction is centered on our Core Values which can be found in our literature and on our website. We believe that when we act in congruence with our Core Values it helps us communicate effectively, execute excellent service and provide an exceptional overall experience. Although our projects are all supported by complete documentation, the majority of our transactions are executed based on integrity, trust and a handshake. Our Core Values are non-negotiable within our own business and interactions; however, we also understand that not everybody shares the same values or ideals. For this reason, we have outlined the General Terms and Conditions for our business relationship. By requesting service from NEW YORK STATE SITEPOWER, you, the client, are acknowledging and agree to the following General Terms and Conditions.

### FOR THE PURPOSE OF THIS DOCUMENT:

“NEW YORK STATE SITEPOWER” is agreed to mean our company and employees. “CLIENT” is agreed to mean you, your company, or affiliates.

**SERVICE REQUESTS & INSTALLATIONS:** By requesting service from NEW YORK STATE SITEPOWER, client agrees to compensate NEW YORK STATE SITEPOWER 100% of the invoice total including all costs associated with collection of past due accounts. Payment is due in full upon completion of services. If full payment is not made upon completion of services, NEW YORK STATE SITEPOWER will retain title / clientship to any equipment, parts or materials used and the right to enter property and premises to which said equipment, parts, or materials are installed for purpose of recovery until final payment is made. Thereof, if the client fails to perform pursuant to the terms of the agreement or defaults under any of the terms hereof, NEW YORK STATE SITEPOWER may among other remedies available at law or equity, recover damages including loss of bargain, cost of attorney’s fees and any cost associated with collection of past dues accounts. In the event that NEW YORK STATE SITEPOWER extended a discount on any services, and payment has not been made concurrent with these terms, client forfeits any applied discount. Past due accounts may be charged a 2% Monthly (24% Annual) service charge, or the maximum allowed by law.

**NEW GENERATOR SYSTEM INSTALLATIONS:** Require a 50% deposit to begin the installation process including but not limited to: Securing the required equipment, processing permits, completing utility company filings, and scheduling the tentative installation date. Your deposit is a retainer. Any equipment or materials ordered or services performed for your installation will be deducted against this deposit. PAYMENT OF BALANCE IS EXPECTED UPON COMPLETION AND COMMISSIONING OF THE NEW SYSTEM. NEW YORK STATE SITEPOWER accepts cash, valid checks, PayPal, Visa, MasterCard, Discover & AMEX. PLEASE HAVE FINAL PAYMENT READY THE DAY OF YOUR INSTALLATION. Your new generator system will be 100% completed, tested, and in service before we depart. If final payment is NOT received upon completion of services, client agrees that a late-payment penalty of 5% may be assessed to the remaining balance. If balance has not been paid within ten days, NEW YORK STATE SITEPOWER may disable the system until full payment is received. A return service call will be required to re-commission the system. The costs of return trips are NOT INCLUDED and are an additional charge to be pre-paid by the client. Full payment of any outstanding balance AND re-commissioning is expected before a technician is dispatched.

**SPECIAL ORDER LIQUID-COOLED GENERATOR SYSTEMS, PARTS & EQUIPMENT:** Equipment must be 100% pre-paid at time of order. Special order liquid-cooled generator systems, transfer switches and parts and equipment cannot be cancelled or returned. NEW YORK STATE SITEPOWER is not liable for incorrect orders when part numbers or specifications have been provided by the client or their agent.

**QUOTES AND PROPOSALS:** Quotes and proposals are good for 15 days unless otherwise noted. NEW YORK STATE SITEPOWER, at its sole discretion may extend pricing beyond 15 days.

**NEW YORK STATE SITEPOWER AS A SUBCONTRACTOR:** In the event that NEW YORK STATE SITEPOWER accepts any assignment as a subcontractor for any entity, builder, franchise, or national chain store, payment is due 100% IN FULL before the start of work - **ABSOLUTELY NO EXCEPTIONS**.

**FUEL SURCHARGE:** NEW YORK STATE SITEPOWER reserves the right to assess a fuel surcharge when diesel fuel exceeds \$3.00/Gallon based on the price of diesel fuel as published by the US Department of Energy.

**PRICE ESCALATION:** Any increase in NEW YORK STATE SITEPOWER’S cost of executing the responsibilities under these Terms & Conditions caused by any level of governmental law, regulation, tax or other burden imposed after the date of agreement on the ownership, storage, processing, production, transportation, distribution, use, or sale of the Product(s) covered by these Terms & Conditions will be added to the total of the client’s contract price. The client is responsible for reimbursement of any such costs.

**RETURNED CHECKS:** Returned checks will be assessed a \$50.00 “Returned Check Fee”.

**GENERATOR SYSTEM INSTALLATIONS:**

**IMPORTANT: MOST GENERATOR INSTALLATIONS WILL TAKE A MINIMUM OF TWO WEEKS TO SECURE REQUIRED PERMITS & FILE REQUIRED PAPERWORK WITH THE UTILITY COMPANY.**

**ANTICIPATED START DATE:** \_\_\_\_\_ **ANTICIPATED TO BE COMPLETED BY:** \_\_\_\_\_

**IS TIME OF THE ESSENCE (CHECK ONE) YES \_\_\_ NO \_\_\_** IF "YES" is checked, this project is considered a "RUSH" project and is subject to a minimum 15% additional premium to facilitate installation. NEW YORK STATE SITEPOWER is NOT RESPONSIBLE for delays caused by third parties including suppliers, the town permitting process, or utility company operations. NEW YORK STATE SITEPOWER is NOT RESPONSIBLE for failure to perform due to inaccessibility, labor disputes, weather related delays, manufacturer delays, supply delays, or other causes beyond our control.

**PERMITS:** In some cases, NEW YORK STATE SITEPOWER will secure required permits on your behalf unless prior arrangements have been made. This involves a visit, or sometimes more than one visit to the Town / City / County Offices to complete the application and pay the required fee. NEW YORK STATE SITEPOWER includes (1) one visit to the town office and up to \$50 permit fee. If the cost of the Permit exceeds \$50.00 or requires multiple visits to the Town / City / County Offices, or a variance is required, additional fees may apply. The Client is responsible to reimburse NEW YORK STATE SITEPOWER for costs associated with permits that exceed \$50.00, or if we assist with obtaining a variance.

**UTILITY COMPANY FILINGS:** NEW YORK STATE SITEPOWER may handle required utility company filings on your behalf. Filing such forms are included with your generator installation unless other arrangements have been made.

**NATURAL GAS METER OR UPGRADES (WHERE REQUIRED):** In some cases, a natural gas meter upgrade may be required by your utility company. NEW YORK STATE SITEPOWER may help you coordinate the upgrade within our abilities. NEW YORK STATE SITEPOWER has no way of knowing if the utility company will require upgrades to the gas meter or gas service equipment prior to evaluation by the utility company. Any costs associated with gas meter or gas service upgrades are the responsibility of the client.

**PROPANE TANK OR EQUIPMENT UPGRADES (WHERE REQUIRED):** In some cases, upgrading an existing propane tank, line size or regulators may be required. NEW YORK STATE SITEPOWER may help you coordinate the upgrades within our abilities. Any costs associated with propane upgrades, or tank-fills are the responsibility of the client.

**RIGHT TO CLAIM:** The contractor or subcontractor who performs the contract or the materialman who provides home improvement goods or services and IS NOT paid may have claim against the client which may be enforced against the property in accordance with the applicable lien laws. Any contractor, subcontractor or materialman who provides home improvement goods or services pursuant to your home improvement contract and who is not paid may have a valid legal claim against your property known as a mechanics lien. Any mechanics lien filed against your property may be discharged. Payment of the agreed upon price under the contract prior to filing of a mechanics lien may invalidate such lien. The client may contact an attorney to determine his rights to discharge the lien.

**ACCESS TO PREMISES:** Client acknowledges that NEW YORK STATE SITEPOWER personnel require unobstructed access to the premises during normal business hours. It is the sole responsibility of the client to provide adequate access to premises, including snow removal during winter months. Client acknowledges that the site including the area in front of all electrical panels must be kept clear and accessible to a minimum of 36" working clearance. If NEW YORK STATE SITEPOWER technicians do not have readily available access to the work area, or if NEW YORK STATE SITEPOWER Technicians are required to clear obstructions, snow, or otherwise gain access to the generator system, additional charges will apply. If return visits are made additional charges will apply.

**CONSUMERS RIGHT TO CANCELLATION.** (New York State) YOU MAY CANCEL THIS CONTRACT WITHOUT ANY PENALTY OR FURTHER OBLIGATION WITHIN THREE (3) DAYS FROM THE DATE OF THIS CONTRACT. Notice of cancellation shall be in writing subscribed by the client and mailed by registered or certified United States mail to NEW YORK STATE SITEPOWER at 3700 Main Street Walworth, NY 14568. Such notice shall be accompanied by the contract materials and all documents relating to the project.

**GENERATOR MAINTENANCE AGREEMENTS:**

**GENERATOR MAINTENANCE AGREEMENTS:** Generator Maintenance should be performed regularly by trained and competent personnel to ensure proper operation of generator system and to maintain Factory and / or Extended Warranty Coverage. Generator Maintenance is a 1 or 2 trip visit per year to maintain the generator in accordance with manufacturer's recommendations. Generator Maintenance is not to be confused with repairs or troubleshooting. Maintenance does not include repair or troubleshooting visits unless client is subscribed to our premier POWER PRO PLUS+ Scheduled Maintenance plan. Upon receipt of payment, generator maintenance / inspection trip(s) will be scheduled.

**PAYMENTS AND REFUNDS:** Client agrees to compensate NEW YORK STATE SITEPOWER one hundred percent (100%) of the price for Generator Maintenance. Generator Maintenance Agreement will take effect no sooner than three days after receipt of payment and be in effect for a term of one year unless otherwise outlined. POWER PRO PLUS+ Maintenance program requires a 12-month commitment and renews annually unless cancelled via written notice to NEW YORK STATE SITEPOWER. In accordance with state law, client has (3) three days to cancel or rescind agreement with no obligation to NEW YORK STATE SITEPOWER or vice versa. Generator Maintenance is a contract to perform services; the purchase of Generator Maintenance is NON-REFUNDABLE. Maintenance subscriptions renew automatically for a 12-month / annual term and may be cancelled up to two weeks prior to renewal date in writing to NEW YORK STATE SITEPOWER 3700 Main Street Walworth, NY 14568 Attn: Maintenance Coordinator.

**GENERATOR MUST BE IN OPERATING CONDITION AT TIME OF AGREEMENT:** Generator system must be in good operating condition; non-disclosure of pre-existing conditions or problems will result in additional charges for work or repairs needed to bring the generator system into operating condition. Client agrees to compensate NEW YORK STATE SITEPOWER one hundred percent (100%) for any additional work completed at the client's site. Client agrees that NEW YORK STATE SITEPOWER will maintain an interest in any repairs until such repairs are paid in full. Client grants NEW YORK STATE SITEPOWER such interest and permission to collect on such interest in the event of non-payment.

**WHAT IS INCLUDED / NOT-INCLUDED SCOPE OF WORK:** NEW YORK STATE SITEPOWER agrees to perform Generator Maintenance which includes labor and materials for a complete inspection and service. All system checks, adjustments, and calibration procedures are included. Load testing and servicing of starting batteries are included. Replacement of starting batteries, when necessary is NOT included and will become a separate charge. Repairs that are required to bring the equipment into operating condition ARE NOT INCLUDED and will become a separate charge. Repairs that are required due to botched service attempts by others are not included. If repairs are necessary during the Generator Maintenance visit(s) to bring the system into normal operating condition, client hereby authorizes NEW YORK STATE SITEPOWER to perform necessary repairs and client agrees to compensate NEW YORK STATE SITEPOWER for 100% of the cost of any work or repairs performed.

**ACCESS TO PREMISES:** Client acknowledges that NEW YORK STATE SITEPOWER personnel require unobstructed access to the generator system during normal business hours. It is the sole responsibility of the client to provide adequate access to property and equipment, including snow removal during winter months. Client acknowledges that the site including the area in front of all electrical panels must be kept clear and accessible to a minimum of 36" working clearance. If NEW YORK STATE SITEPOWER technicians do not have readily available access to generator system and ancillary equipment, or if NEW YORK STATE SITEPOWER Technicians are required to clear obstructions, snow, or otherwise gain access to the generator system, additional charges will apply. If return visits are made additional charges will apply.

**LIMITATION OF RESPONSIBILITY:** NEW YORK STATE SITEPOWER maintains responsibility limited to the completion of Generator Maintenance. NEW YORK STATE SITEPOWER does not imply, guarantee, or warranty the operation of the client's generator system. NEW YORK STATE SITEPOWER shall not be held responsible for direct, indirect, or consequential damages resulting from generator system failure to operate. NEW YORK STATE SITEPOWER shall be held harmless in the event of any claim resulting from direct or indirect equipment failure. The client acknowledges that additional requests for service, repairs, or adjustments not covered and will become a separate charge above and beyond Generator Maintenance.

**POWER PRO PLUS+ GENERATOR MAINTENANCE PROGRAM LIMITATIONS:** NEW YORK STATE SITEPOWER reserves the right to decline and refund a POWER PRO PLUS+ agreement at our discretion. Generators must be in good operable condition during their generally accepted lifespan prior to entering service agreement. Any repairs to bring generator into operable condition are a separate, billable charge. Certain generator models, non-compliant installations, unsafe installations, installations completed by others, off-grid generators, and generators beyond their useful lifespan **ARE NOT ELIGIBLE**. The generally accepted lifespan of an air-cooled, residential generator is defined as 15 years; the generally accepted lifespan of a liquid-cooled generator is defined as 20 years. **NEW YORK STATE SITEPOWER IS NOT RESPONSIBLE FOR THE COSTS ASSOCIATED WITH SERVICE CALLS, OR REPEATED GENERATOR FAILURES WHEN THE CLIENT FAILS TO FOLLOW THE GOODWILL REPAIR / REPLACEMENT RECOMMENDATIONS BY NEW YORK STATE SITEPOWER TECHNICIANS OR STAFF.**

**FAILURE TO PERFORM:** NEW YORK STATE SITEPOWER shall not be responsible for failure to perform due to inaccessibility, labor disputes, weather related delays, supply delays, manufacturer delays, or other causes beyond our control.

**TRANSFER TO OTHERS:** Generator Maintenance agreement may be transferred to a new client AT THE SAME ADDRESS upon written notification to NEW YORK STATE SITEPOWER, by the client.

**GENERATOR MAINTENANCE REFUNDS:** Generator Maintenance agreements are a contract to perform a service. Generator Maintenance agreements and subscriptions are NON-REFUNDABLE.

#### SHIPPING & RETURNS

**SHIPPING:** All shipping and handling quoted is for the lower 48 states within the continental US. If your address is outside of the lower 48 states, there will be additional fees that apply. Additional shipping charges may include but are not limited to ferry charges, remote locations, island deliveries and reconsignments. Freight trucks may or may not deliver down a dirt road. Deliveries are made with semi-truck and trailer or straight box truck, this depends on what is available in your area. Shipping service for all generators is Curbside service only. (Inside delivery will be an extra charge billed to you). You **MUST INSPECT** the product **BEFORE** signing the Delivery Receipt. Please refer to Returns and Damages for more information.

**ORDERS OVER \$100:** Orders over \$100 declared value require a signature on delivery.

**RETURNS AND REFUNDS: ALL RETURNED MERCHANDISE MUST BE UNINSTALLED, UNUSED AND IN NEW CONDITION.** The returned merchandise must be in the **original packaging, and include all the parts, instructions, and accessories**. Packages that have been opened may be subject to additional fees, unless all parts items and accessories with documentation are returned with the item again in the **ORIGINAL packaging**. To return merchandise, you must first contact us at 585-224-4000 for a RA# (the RA is only valid for fifteen "15" days) and we will provide the return shipping address. Send merchandise prepaid and insured with the RA# printed on the box and **include a copy of the original invoice**. All returns will require inspection upon receipt before any refund is transacted. Refunds will be issued less the actual shipping charges. Allow up to 2 weeks for a credit card refund. Returns may be assessed up to a 20% restocking fee. Sales of portable generators, transfer switches and all electronic components are final – no returns. Client assumes responsibility for proper use, application and installation of parts purchased if not installed by a trained and qualified professional. NEW YORK STATE SITEPOWER shall not be liable for client negligence, misapplication of products, client installations, botched repairs, or installation / adjustments by others. Once any generator or transfer switch has been used or installed it **CAN NOT** be returned

**REFUSED SHIPMENT:** A product that has shipped and then refused or cancelled by the client or client's agent shall be charged all shipping charges, and a

20% restocking fee (this covers the outbound freight, return freight, cost to receive and inspect all returned items).

**"AS-IS NOT RETURNABLE" ITEMS: All AS-IS Not Returnable Orders are Final Sales.**

**DAMAGED MERCHANDISE IN TRANSIT:** Claims for damage are different with UPS, FedEx, and Truck freight "LTL" (Less Than Load) Carrier. When any carrier delivers a shipment to you, **YOU ARE REQUIRED TO INSPECT THE PACKAGE AND ITS CONTENTS, AND THEN SIGN THE RECEIPT.** Be sure you receive the number of cartons you sign for. Inspect each box for signs of damage; look for crushed, torn, open, or unsealed tape, etc. **DO NOT ACCEPT ANY DAMAGED GOODS.**

**FOR UPS OR FEDEX ACT AS FOLLOWS:** If the package is obviously damaged, you can refuse delivery. Call us immediately so we can initiate the replacement process. Any damage found after opening your boxes and examining the merchandise should be reported to us within two (2) business days to expedite the replacement process.

**FOR LTL CARRIERS (TRUCK FREIGHT) ACT AS FOLLOWS: BEFORE SIGNING FOR DELIVERY, INSPECT EACH CARTON CAREFULLY FOR SIGNS OF DAMAGE.** If you find any damage (crushed, torn, open, unsealed tape, or if damaged in any way) it must be noted on the freight bill "at time of delivery". If damage to the merchandise is severe, you **MUST** refuse delivery. Freight damaged items so noted at "time of delivery" and will be replaced/repared by the Carrier (LTL Carrier reserves the right to repair or replace) at no charge by the LTL Carrier. Contact the LTL Carrier terminal and advise of the noted damage at time of delivery. They will give you instructions on inspection and filing your claim. If you accept the damaged shipment, you will have all responsibility to make a claim with the trucking company.

**If there is no visible or obvious damage (the carton appears acceptable at delivery and no damage is noted on delivery receipt), but you discover broken or damaged items after opening, call the LTL Carrier within two (2) business days of receipt for instructions in placing a concealed damage claim. Typically, a LTL Carrier will not give you 100% replacement value when filing a concealed damage claim and we will not assume the difference. "YOU", not NEW YORK STATE SITEPOWER are responsible for verifying the condition of your merchandise upon receipt. Please inspect it carefully for shipping/handling damage, open the package and inspect the contents, prior to signing the delivery receipt. NEW YORK STATE SITEPOWER will not be responsible for concealed freight damage.**

**If you find damage of any kind, REFUSE the shipment and mark "Product Damaged" re;( Dented, Broken, Punctured, Scratched, Dropped, etc.) on the delivery receipt. DO NOT SIGN THE DELIVERY RECEIPT and have the truck driver return it to the shipper. Contact NEW YORK STATE SITEPOWER immediately @ 585-224-4000 and we will confirm that the trucking company did not make the delivery to you and ship a replacement. LTL Carrier freight claims are paid directly to you, the consignee, all claims for damage or loss must be filed with the LTL Carrier. The name, address, and phone number of the LTL Carrier is on the bill of lading given to you at the time of delivery. If the information is not there, request it from the driver or call your local phone directory operator for the information.**

To protect yourself if you receive damaged merchandise, always keep the shipping cartons until your claim has been acknowledged and settled by the shipper. It is also a good idea to keep a detailed list of the damage and other documentation for your own file. If you accept damaged merchandise, the shipper (UPS, FedEx, and truck freight ("LTL Carrier")) has the right to inspect the merchandise and original shipping cartons before processing your claim.

**DEFECTIVE MERCHANDISE:** If you think you have defective merchandise (this means it does not work properly), please call the manufacturer directly. Most manufacturers view defective merchandise as a warranty claim and will usually either repair or replace the merchandise (policies may vary from manufacturer to manufacturer).

**ACCEPTANCE OF PROPOSAL (WHERE APPLICABLE)**

**ACCEPTANCE OF PROPOSAL:** If client has been provided a proposal, by signing below, client agrees to the proposal in accordance with the GENERAL TERMS AND CONDITIONS. The prices, terms, specifications, and conditions are satisfactory and hereby accepted. You are hereby authorized to do the work as specified. Payments will be made as outlined as above.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Purchase Order #: \_\_\_\_\_

NEW YORK STATE SITEPOWER: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Deposit Amount Received: \_\_\_\_\_ Date: \_\_\_\_\_

Check # \_\_\_\_\_ Other Method (Choose One): CASH VISA MASTERCARD AMEX DISCOVER PAYPAL

### END OF TERMS AND CONDITIONS ###