

# NYS SITEPOWER GENERATOR INSTALLATION TERMS & CONDITIONS

**\*\*\* IMPORTANT\*\* MOST INSTALLATIONS TAKE A MINIMUM OF TWO WEEKS TO SECURE PERMITS AND FILE THE REQUIRED UTILITY COMPANY PAPERWORK AND FORMS \*\*\***

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. NYS SITEPOWER is NOT RESPONSIBLE for delays caused by third parties including suppliers, the town permitting process or utility company operations. NYS 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.

**TERMS & CONDITIONS:** For ALL services, PAYMENT IS DUE UPON COMPLETION OF SERVICES unless prior arrangements have been made. By requesting service from NYS SITEPOWER CORP., customer agrees to compensate NYS SITEPOWER CORP. 100% of the invoice total including all costs associated with collection of past due amounts. It is further agreed that NYS SITEPOWER CORP. will retain title / ownership to any equipment, parts or materials 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. If the customer fails to perform pursuant to the terms of the agreement or defaults under any of the terms hereof, NYS SITEPOWER CORP. 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. Past due accounts will be charged a 2% Monthly (24% Annual) service charge. Returned checks will be assessed a \$50.00 "Returned Check Fee".

**GENERATOR INSTALLATIONS:** Generator installations require a 50% deposit & remainder of balance due upon installation & commissioning of new generator. 50% deposit holds equipment in-stock and guarantees installation date. Deposit must be made before equipment is delivered to job site. All job deposits are held at Canandaigua National Bank, in a dedicated account (5468) until equipment is delivered to the installation site, at which point the customer has taken delivery of product. FINAL PAYMENT IS EXPECTED ON THE DAY OF YOUR GENERATOR INSTALLATION. If final payment is NOT received upon completion of services, customer agrees that a late-payment penalty of 5% may be assessed to the remaining balance. If balance has not been paid within ten days, NYS SITEPOWER may disable the system until full payment is received. A return service call may be required to re-enable the system which is billable at regular rates.

**SPECIAL ORDERS / LIQUID COOLED GENERATOR SYSTEMS:** Must be 100% pre-paid at time of order. Special orders cannot be cancelled or returned. Special order equipment and configured generator systems are non-returnable. NYS SITEPOWER CORP. is not liable for incorrect part numbers or specifications provided by customer or their agent.

**RETURNS:** Must be in original, unopened packaging & accompanied by original, date sales receipt. Returned items are subject to a 20% restocking fee. Sales of portable generators, transfer switches and all electronic components are final – no returns. Customer assumes responsibility for proper use, application and installation of parts purchased if not installed professionally. NYS SITEPOWER CORP shall not be liable for customer negligence, misapplication of products, customer installations, botched repairs or installation / adjustments by others.

**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 owner 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 owner may contact an attorney to determine his rights to discharge the lien.

**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 buyer and mailed by registered or certified United States mail to the seller at 3700 Main Street Walworth, NY 14568. Such notice shall be accompanied by the contract materials and all documents relating to the project.

**ACCEPTANCE OF PROPOSAL:** Please proceed as outlined! The above 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.

Customer Signature: \_\_\_\_\_ Title: \_\_\_\_\_

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

NYS SITEPOWER: \_\_\_\_\_ Title: \_\_\_\_\_

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

## OFFICE USE ONLY

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

By: \_\_\_\_\_

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

Check / Cash / Credit Card

Amount: \_\_\_\_\_