



## NEW YORK STATE SITEPOWER

3700 Main Street Walworth, NY 14568

www.nys-spc.com

www.facebook.com/NYSSP

**(585) 224-4000**

- Residential / Commercial
- Municipal / Public Safety
- Radio Towers / Remote Sites
- Specialty Power Applications

**GENERATOR SYSTEMS &  
24-7 EMERGENCY SERVICE**

## SHIPPING & RETURNS

### Shipments

All shipping & handling quoted is for the lower 48 states within the continental US. If your address is out side of the lower 48 states there will be additional fees that apply. Also additional shipping charges may include but are not limited to ferry charges, remote locations, island deliveries and re-consignments. 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 the Returns & Damages for more information.

### Orders Over \$50

Require a signature on delivery

### Refused Shipment

Once a product has shipped and then refused or cancelled the customer 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).

### Returns & Damages

**"AS-IS Not Returnable" Items:** All AS-IS Not Returnable Orders are Final Sales.

**Returns & Refunds:** Once any generator or transfer switch has been used or installed it CAN NOT be returned. Within thirty (30) days of receipt of your merchandise we will gladly accept your returns (except for AS IS Not Returnable & Special Orders as defined above). ALL returns require a return authorization number (585-224-4000), must be sent prepaid freight and will require inspection upon receipt before any refund is transacted. First time outbound freight will be refunded.

**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 refunds will be issued less the actual shipping charges (sometimes included in the items selling price). Allow up to 3 weeks for a Credit Card refund.

Returns may be assessed up to a 20% restocking fee.

**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**

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**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 NYS 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. NYS 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. Call Us 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 if 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).

I have read and understand these terms & conditions.

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

NYS SITEPOWER: \_\_\_\_\_ Date: \_\_\_\_\_

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