

Toll Free: 1.888.697.7693 Rochester: 1.585.224.4000 Finger Lakes: 1.315.986.4092 Fax: 1.585.486.1283 www.nys-spc.com www.facebook.com/NYSSP

GENERAL TERMS & CONDITIONS

SERVICE REQUESTS & INSTALLATIONS: By requesting service from NYS SITEPOWER customer agrees to compensate NYS 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, NYS SITEPOWER will retain title / ownership 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 customer fails to perform pursuant to the terms of the agreement or defaults under any of the terms hereof, NYS SITEPOWER may among other remedies available at law or equity, recover damages including loss of bargain, cost of attorneys fees and any cost associated with collection of past dues accounts. In the event that NYS SITEPOWER extended a discount on any services, and payment has not been made concurrent with these terms, customer forfeits any applied discount. Past due accounts will be charged a 2% Monthly (24% Annual) service charge.

NEW SYSTEM INSTALLATIONS: Require a 50% deposit to secure the required equipment, process permits, complete utility company filings & schedule the tentative installation date. Payment of balance is expected upon completion & commissioning of the new system. NYS SITEPOWER accepts Cash, Good Checks, PayPal, Visa, Mastercard & Discover. Please have final payment ready the day of your installation. Your new system will be 100% completed, tested and in service before we depart. If payment is NOT made in full upon completion, NYS SITEPOWER retains all rights to the equipment and installation. NYS 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 re-commissioning the system is NOT INCLUDED and is an additional charge to be prepaid by the customer. Full payment of any outstanding balance AND re-commissioning is expected before a technician is dispatched.

SPECIAL ORDER PARTS & EQUIPMENT: Must be 100% pre-paid at time of order. Special orders cannot be cancelled or returned. Special order equipment and custom-configured generator systems are non-returnable. NYS SITEPOWER is not liable for incorrect part numbers or specifications provided by customer or their agent.

NYS SITEPOWER AS A SUBCONTRACTOR: In the event that NYS 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.

RETURNS: Must be in original, unopened packaging & accompanied by original, dated 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 by a trained & qualified professional. NYS SITEPOWER CORP shall not be liable for customer negligence, misapplication of products, customer installations, botched repairs or installation / adjustments by others.

RETURNED CHECKS:

Returned checks will be assessed a \$50.00 "Returned Check Fee".

QUOTE ACCEPTANCE:

By signing below, I agree that the above quote is satisfactory. I understand that PAYMENT IS DUE consistent with the above TERMS & CONDITIONS unless other arrangements are detailed herein. Payments will be made in full and I wish to proceed as outlined.

Signed:	Date:
Printed Name:	Title:
Purchase Order #:	