

# ALL MACHINERY MAINTENANCE

## AMM | Charge Account Terms and Agreement

Commercial equipment repair and maintenance

Customer legal name: \_\_\_\_\_

Trade name / account number: \_\_\_\_\_

Billing address: \_\_\_\_\_

Authorized billing contact: \_\_\_\_\_

Designated invoice email: \_\_\_\_\_

Billing telephone: \_\_\_\_\_

### 1. Account responsibility and authorized work

The customer identified above (Customer) agrees to pay All Machinery Maintenance (AMM) for labor, parts, service calls, approved outside services, applicable taxes, and other charges authorized by Customer or its authorized representatives. Customer will identify persons authorized to request work and notify AMM in writing of changes. Payment responsibility belongs to Customer regardless of whether Customer receives payment from its own clients or another third party.

### 2. Electronic invoices and billing contact

Customer consents to receiving invoices, statements, reminders, and billing communications electronically through QuickBooks or the designated invoice email above. Customer agrees to monitor that email, review invoices promptly, and notify AMM in writing of changes or delivery/access problems. Customer may request a replacement copy without changing the original payment due date for an invoice already received.

### 3. Invoice viewing and electronic records

Customer acknowledges that QuickBooks may record invoice delivery status, a viewed status, viewing dates/times, and repeat viewing activity. AMM may retain these records together with invoices, work authorizations, service records, and communications as supporting evidence of invoice access or notice. A viewed status alone does not conclusively identify the viewer, establish authorization for work, or create this agreement. Views attributable to AMM, copied recipients outside Customer, or automated activity will not alone establish Customer receipt.

### 4. Review period and written disputes

Customer has the right to question or dispute an invoice upon receipt or viewing. Customer agrees to notify AMM in writing within **10 calendar days after confirmed receipt or first viewing by Customer or its designated billing representative**. A QuickBooks viewing record reasonably attributable to Customer may support that date. Notice must identify the invoice number, disputed line items and amounts, the reason for the dispute, and available supporting information. Send notice by replying to the invoice email or to the AMM billing contact listed on page 2. Repeated views do not restart the review period.

## 5. Effect of no timely dispute

By signing this agreement, Customer agrees that, to the extent permitted by applicable law, failure to submit a written dispute within the review period will constitute acceptance of the stated charges for authorized work as correct and an acknowledgment of Customer's responsibility to pay them according to the invoice terms. This provision arises from this signed agreement; merely opening an email does not independently create a contract. It does not validate unauthorized work, waive rights that cannot lawfully be waived, or bar good-faith claims involving fraud, duplicate billing, or errors not reasonably discoverable during the review period.

## 6. Payment terms and disputed amounts

Payment is due according to the payment terms and due date shown on each invoice, consistent with any separately agreed written payment terms. Customer must pay undisputed amounts by the stated due date. A dispute does not automatically extend payment terms; AMM and Customer must agree in writing to any extension or adjustment. AMM will review timely written disputes in good faith and provide any appropriate correction or explanation. If the review period extends beyond the invoice due date, it does not itself postpone payment. No new interest, finance charge, late fee, or collection fee is created by this agreement.

## 7. Account status and changes

AMM may suspend further credit or require payment before additional work when the account is overdue. Any payment arrangement, credit adjustment, or change to this agreement must be confirmed in writing by both parties. This agreement takes effect when signed by both parties and applies to work authorized on or after that date. It does not retroactively establish acceptance of existing disputed balances. Existing invoice obligations remain subject to their original agreements and applicable law.

## 8. Governing law and acknowledgment

Louisiana law governs this agreement, subject to any mandatory applicable law. If a provision is unenforceable, the remaining provisions continue to the extent permitted by law. The undersigned represents that they are authorized to bind Customer, have read both pages, and agree to these terms, including the invoice review and acceptance provisions. Signing for a business does not create a personal guaranty.

### Billing and dispute contact - complete before signing

AMM billing email: \_\_\_\_\_

AMM mailing address: \_\_\_\_\_

### Acceptance and signatures

Customer authorized signature: \_\_\_\_\_

Printed name / title: \_\_\_\_\_

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

AMM authorized signature: \_\_\_\_\_

Printed name / date: \_\_\_\_\_

Customer and AMM should each retain a complete signed copy of both pages.