

Disputed Invoices Sample Clauses

Disputed Invoice Clause Example.

If an invoiced Party, in good faith, disputes the accuracy of the amount invoiced, the invoiced Party shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation.

In the event the Parties are unable to resolve such dispute, either Party may pursue any remedy available at law or in equity to enforce its rights hereunder. In the event that it is determined or agreed that the Party that is disputing an invoice must or will pay the disputed amount, then such Party shall pay interest from and including the original payment due date until, but excluding, the date the disputed amount is received by the owed Party, at the Base Interest Rate.

Disputed Invoice Clause Example.

If Customer reasonably disputes any portion of a Level 3 invoice, Customer must pay the undisputed portion of the invoice and submit written notice of the claim (with sufficient detail of the nature of the claim, the amount and invoices in dispute and information necessary to identify the affected Service(s)) for the disputed amount. All claims must be submitted to Level 3 in writing within ninety (90) days from the date of the invoice for those Services. Customer waives the right to dispute any charges not disputed within such ninety (90) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in the clause.

Disputed Invoice Clause Example.

If an invoiced Party in good faith disputes the accuracy of the amount invoiced, the invoiced Party shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation. In the event the Parties are unable to resolve such dispute, the matter shall be resolved in accordance with Section...

Disputed Invoice Clause Example.

In the event that Santarus disputes any amounts under any invoice for Finished Product supplied by Manufacturer, such dispute shall be resolved in accordance with Section 3.5 (with respect to non-conformance of Finished Product) or otherwise under Article 13. Pending resolution of such dispute, Santarus shall be obligated to pay any amounts under such invoice that are not in dispute. Upon resolution of any such dispute in favor of Manufacturer, Santarus shall pay all remaining amounts owing under such invoice within [***] Business Days after such resolution.

Appears in 7 contracts Manufacturing and Supply Agreement (Salix Pharmaceuticals Ltd) , Santarus Inc , Santarus Inc See all 7 variations →

Disputed Invoice Clause Example.

In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Appears in 5 contracts Standard Form of Agreement (Ethanol Grain Processors, LLC) , Professional Services Agreement (Biogold Fuels CORP) , Standard Form of Agreement (Ozark Ethanol Llc) See all 5 variations →

Disputed Invoice Clause Example.

If a Kin Yat invoice does not meet the invoicing requirements of this Agreement, or iRobot in good faith disputes any invoiced charges, iRobot will notify Kin Yat of the disputed items in writing on or before the payment due date and may withhold payment of the disputed charges pending resolution of the dispute. Portions of this Exhibit were omitted and have been filed separately with the Secretary of the Commission pursuant to the Company's application requesting confidential treatment under Rule 24b-2 of the Exchange Act - [***] denotes omissions.

Appears in 4 contracts Manufacturing Services Agreement (Irobot Corp) , Manufacturing Services Agreement (Irobot Corp) , Manufacturing Services Agreement (Irobot Corp) See all 4 variations →

Disputed Invoice Clause Example.

Payments under Article 5 shall not be subject to abatement or setoff and shall be paid in full when due. If PS disputes an invoice or any part thereof, it nevertheless shall pay the invoice in full but may dispute the invoice, but only if Notice of such dispute is provided to Exelon within 90 days of the date of the invoice.

Appears in 4 contracts Contract (Exelon Corp) , Contract (Public Service Enterprise Group Inc) , Contract (Exelon Corp) See all 4 variations →

Disputed Invoice Clause Example.

Keystone shall pay the full amount of each invoice except for disputed amounts. Subject to Section 18.2, Keystone shall not be obligated to pay any portion of an invoice which it, in good faith, believes is in dispute. In such case, on or before that payment is due, Keystone shall notify Seller in writing of its reasons for disputing an invoice amount, or its reason for believing such portion of an invoice to be in dispute. If Keystone is determined to be in error regarding a disputed amount, Keystone shall pay such withheld amount immediately upon such determination, together with interest at the rate specified in Section 9.2.

Appears in 4 contracts Coal Supply Agreement (International Coal Group, Inc.) , Coal Supply Agreement (International Coal Group, Inc.) , Coal Supply Agreement (International Coal Group, Inc.) See all 4 variations →

Disputed Invoice Clause Example.

If Customer reasonably disputes any portion of a CyrusOne invoice, Customer must pay the undisputed portion of the invoice in accordance with the terms and conditions of this Agreement

and the Order Form and submit a written claim to CyrusOne for the disputed amount within [**] days from the invoice date for those Services. Customer waives the right to dispute any charges not disputed within the time frame set forth above. To the extent the dispute is resolved against Customer in accordance with the procedures hereunder; Customer shall promptly pay such unpaid amounts to CyrusOne.

Appears in 4 contracts Master Service Agreement (Endurance International Group Holdings, Inc.) , Master Service Agreement (Endurance International Group Holdings, Inc.) , Master Service Agreement (Q2 Holdings, Inc.) See all 4 variations →

Disputed Invoice Clause Example.

In the event IPCS shall dispute the amount shown ----- as due on any invoice, IPCS shall immediately notify SDS and the parties agree to promptly review any matters in dispute and to reach a resolution on the amount properly due. IPCS shall pay any portions of a disputed invoice not in question. Any portion of an invoiced amount in dispute shall not accrue interest until thirty (30) days after such dispute is resolved as provided under this Agreement.

Appears in 4 contracts Services Agreement (Ipcs Equipment Inc) , Services Agreement (Ipcs Equipment Inc) , Services Agreement (Ipcs Inc) See all 4 variations →

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