

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT DISPUTE RESOLUTION PANEL REVIEW AND DECISION

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Date of Decision: 07/25/2016

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

Inv. #	Invoice	Inv. Date	Facility	Outgated	Ingated	Date MC stated they rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute
1	UASCCQGP49270	03/10/16	PCT/West Basin Container Terminal (WBCT)	11/9/15	2/26/16	03/10/16	03/10/16	03/21/16

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Section E.6.d of the UIIA. The Motor Carrier stated that the first invoice received indicated the charges were based on the Equipment Provider declaring the container as "stolen". The Motor Carrier disputed the stolen container invoice by providing the Equipment Provider with the ingate EIR and stating that the container was already ingated and back in their possession. However, a week later on March 2, 2016, the Equipment Provider informed the Motor Carrier that they had located the container and voided the original invoice. On March 10, 2016, the Equipment Provider issued a per diem invoice in the amount of \$00.00 for the same container. The Motor Carrier believes that there was a miscommunication between the driver and the facility operator claiming that the Steamship line code was "PAS" instead of "UAS"; however, when the Motor Carrier contacted the West Basin Container Terminal ("WBCT"), WBCT stated "if the container is UAS and the driver by mistake says PAS, the system should reject the cross input, given that the line has updated their lease list in their system." The Equipment Provider requested that the Motor Carrier remit payment of 50% of the per diem invoice because the Equipment Provider insists it was the mistake of the Motor Carrier's driver stating the wrong shipping line when the unit was returned. The Motor Carrier believes this was an in-house mistake

by the facility/Equipment Provider and does not believe they should be responsible for the unreasonable per diem invoice issued by the Equipment Provider.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider submitted comments stating that the container was entered into the facility under another steamship line's inventory, not under UAS's inventory. The Equipment Provider believes the EIR that was provided to the Motor Carrier at ingate should have prompted the Motor Carrier to correct it in a timely manner. The Equipment Provider feels that the miscommunication was on the driver's part, but offered to adjust the invoice by 50%, \$00.00.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Motor Carrier. The Motor Carrier panel member stated that the failure to accurately apply the UAS code to this particular interchange appears to have resulted from the fact that the Equipment Provider had not updated their lease list with WBCT. In addition, there is no evidence to suggest or prove that the driver gave the wrong Provider information to WBCT, and it is highly likely that the last lease list in the WBCT system that contained this particular container number was provided by PAS. The Motor Carrier panel member stated that the failure of the Equipment Provider to update their fleet file with WBCT (acknowledged by the Equipment Provider in a March 21, 2016 email) caused the wrong Provider to be listed on the ingate interchange. The Motor Carrier panel member notes that a Motor Carrier has no obligation under Section E.1 to protect an Equipment Provider from its own error, nor pay an Equipment Provider for an error that it did not commit.

The Ocean Carrier panel member agreed with the Motor Carrier panel member's decision, but asked for confirmation that WBCT was a valid return location for that Equipment Provider. The Equipment Provider confirmed that WBCT was a valid return location. The Ocean Carrier panel member stated that the receipt of equipment for the incorrect Equipment Provider is the responsibility of the facility operator who is contracted by the Equipment Provider, not the Motor Carrier. As such, allocating any portion of the per diem to the Motor Carrier would be inappropriate.

DECISION:

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (February 8, 2016) to make its decision:

E. Equipment Use

1. Equipment Return

- b. Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. [Revised 02/08/16]

E. Equipment Use

6. Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges

- d. Provider shall provide the Motor Carrier documentation as is reasonably necessary to support its invoice.

DECISION: The panel unanimously finds in favor of the Motor Carrier.

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS

Motor Carrier Member

ROBERT CANNIZZARO

Ocean Carrier Member

In the Dispute Between

Case Number: **20160829-1-XXXP-PD**

Date of Decision: 03/9/17

Inv.	Invoice #	Container #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	PD00144346	CCLU4786775	08/19/16	OICT-SSA Oakland/Container Traders	1/20/16	1/21/16	8/19/16	8/19/16	8/24/16	8/29/16

The Motor Carrier's basis of dispute are Sections E.1, E.2.a., E.6.c and E.6.d of the UIIA. The Motor Carrier reports that it pulled the unit from OICT (SSA) on January 20, 2016. When they returned the unit the next day (January 21, 2016), the unit was rejected and the Port advised the Motor Carrier to contact the Equipment Provider for instructions. The Motor Carrier stated their dispatch office contacted the Equipment Provider's Equipment Team at the number provided by the port and was instructed to return the container to 2405 West 14th Street in Oakland, California under release number P184938. The Motor Carrier complied with these instructions, returned the unit to the other location, and obtained an interchange showing matching container and release number.

The Motor Carrier stated that on June 13, 2016, they were asked by the Equipment Provider to provide an update on the container and to send a copy of the interchange if it was returned. The Motor Carrier provided the Equipment Provider with a copy of the ingate. On August 15, 2016, the Motor Carrier received an invoice from the Equipment Provider showing the container value of \$00.00. On August 19th 2016, the Motor Carrier received another invoice from the Equipment Provider showing per diem charges from January 20, 2016 thru August 10, 2016 in the amount of \$00.00. On August 22, 2016, the ingating facility confirmed that the unit was mistakenly listed as a sales container and the container was sold. However, Cube/TCT (the alternate return location) did confirm that they would pay the invoice for the cost of the container of \$00.00. As for the per diem invoice, the Motor Carrier feels that they should not be held liable for the per diem invoice since they complied with the instructions that were provided by the Equipment Provider in regards to the return of the equipment.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim stating that the container should have been ingated at the same location it was originally picked up, which was (OICT (SSA)) and that TCT (The Container Traders) is not a depot used by the Equipment Provider. The Equipment Provider provided an e-mail communication from the OICT (SSA) facility confirming that their records showed that there were never any "no return" constraints on this container during the interchange dates associated with this claim. In addition, the Equipment Provider also stated that it confirmed that the release number P184938 was not associated with the CCLU4786775 container related to this dispute. This release number was related to unit CCLU2746006, which was redelivered on January 22, 2016. Therefore, the Equipment Provider feels that the Motor Carrier is responsible for the per diem invoice since the container should have been returned to the original point of interchange.

DECISION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence, the Motor Carrier panel member finds in favor of the Motor Carrier noting that the Motor Carrier returned the unit to a location directed by the Equipment Provider and has interchange documentation to substantiate the return. The Motor Carrier panel member commented that the Motor Carrier should not be held responsible for whatever confusion occurred between Cube/TCT and the Equipment Provider. The Motor Carrier panel member does not believe the Equipment Provider provided evidence to refute the Motor Carrier's claim.

The Ocean Carrier panel member finds in favor of the Equipment Provider. The Ocean Carrier panel member believes the facts show the Equipment Provider had a return location of OICT that indicated there was no restriction on return. The Ocean Carrier panel member states that the Motor Carrier provided no evidence that they were turned away from the return location. In addition, the release number provided by the Motor Carrier is not for the container in question and there is no written correspondence between the Equipment Provider and the Motor Carrier regarding this transaction. Follow-up by the Equipment Provider in June ultimately revealed that the Motor Carrier took the container to a different location than expected and was ultimately sold.

Because the modal members could not reach a consensus, the third panel member was brought in to render the final decision pursuant to Exhibit D 3. Of the UIIA.

The Rail panel member also finds in favor of the Equipment Provider. The Rail panel member observed the following:

1. The Motor Carrier stated they attempted to return the unit to the original location of pick-up and that the terminal (OICT) turned them away at the gate stating that the container could not be returned there; however, no documentation was provided by the Motor Carrier or OICT that confirms this rejection.
2. The Motor Carrier stated that they called the Equipment Provider's Equipment Team for an alternate return location and was provided a release number (P184938) with instructions to take the unit to Cube/TCT where the container was ultimately sold in error; however, no written documentation was provided confirming return instructions that Motor Carrier stated it received from the Equipment Provider.

In addition, the Rail panel member commented that although she believes verbal communication may have taken place between the Equipment Provider's Equipment Department and the Motor Carrier, there is not sufficient documentation to substantiate that the Motor Carrier was provided instructions to redeliver the unit to Cube/TCT.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (June 13, 2016) to make its decision:

E. Equipment Use

1. Equipment Return

- a. Absent a separate bilateral equipment interchange agreement in written or electronic form between the Parties, the Motor Carrier shall use the Equipment for only the purposes for which it was interchanged, not authorize use by others, and promptly return the Equipment after its interchange purpose is complete. An Addendum to this Agreement does not constitute a separate bilateral equipment interchange agreement. **[Revised 02/08/16]**
- b. Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 02/08/16]**
- c. Provider may add or delete satellite locations to its listing by giving fourteen (14) days written notice to IANA. **[Added 02/08/16]**
- d. Should the notification required under subsection 1.b. above not be made one (1) business day prior to the effective date of the change, and the late notification delayed the Interchange of Equipment, then the Motor Carrier would be entitled to one (1) additional business day to return the Equipment. **[Added 02/08/16]**
- e. Nothing in Section E. shall be interpreted to preclude Motor Carrier from receiving compensation when Provider directs Equipment to be returned to a satellite location. Compensation for services rendered in these circumstances is outside the scope of this Agreement. **[Added 02/08/16]**

6. Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges

- c. Provider shall invoice Motor Carrier for Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges within sixty (60) days from the date on which Equipment was returned to Provider by Motor Carrier. If Motor Carrier is not invoiced within the established timeframe, the right of the Provider to recover such charges will be lost. **[Revised 01/17/12]**
- d. Provider shall provide the Motor Carrier documentation as is reasonably necessary to support its invoice.

DECISION: The majority of the panel finds in favor of the Equipment Provider.

CASE REVIEWED AND DECIDED BY:

LaVERSIA (ELLE) SPENCER
Rail Carrier Member

AL SMERALDO
Ocean Carrier Member

DAVE MANNING
Motor Carrier Member

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Motor Carrier. The Ocean Carrier panel member noted that normally, the Equipment Provider addendum allows for equipment used to move import and export shipments by HMM to be granted four (4) working days free. The entire time between release and return was 4 working days total. Of interest would be the specific language in the Equipment Provider's addendum related to the termination of any free time relative to equipment associated with canceled bookings, which reads at Section 1. H. "For intermodal equipment, which is released empty and later redelivered empty (i.e. empty to empty) without an intervening shipment, Motor Carrier shall be entitled to no Free Time and the Motor Carrier shall be responsible for the payment of Detention Charges as per this Addendum." The important part of this clause is actually stated twice for clarity: 1) equipment, which is released empty and later redelivered empty; and 2) (i.e. empty to empty). This clause was clearly designed to protect the Equipment Provider from the loss of a benefit (equipment usage) for which no economic compensation (the intervening shipment) was derived. As this unit was actually part of an intervening shipment (the import move) this clause would not apply. While the Motor Carrier should have contacted the Equipment Provider to report the street turn cancellation at the time, they admitted this mistake and this should not be supportive of the Equipment Provider's misapplication of their addendum language. The appropriate action for the Equipment Provider would have been to accept the miscommunication, cancel the street turn and recalculate the per diem owed based on the import movement alone. As the equipment was actually returned empty within the Equipment Provider's stated free time afforded to the import move, no per diem would be owed.

The Motor Carrier panel member agreed stating the language in Section 1. H. of the Equipment Provider's addendum was intended to protect it from the use of its equipment without any compensation. This unit was used for an import move that clearly involved compensation to the Equipment Provider. Additionally, despite the cancellation of the street turn the equipment was still returned within the free time allowed for that initial import move. No per diem would have been charged had the street interchange never occurred.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2017) to make its decision:

EP's ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

Section 1. Free Time and Use Charges

In the absence of any other written agreement with Motor Carrier and in accordance with Section E.6 of the UIIA, the following free time shall be allowed and the following use charges assessed to Motor Carrier.

- I. Equipment Free Time and Use/Rental Charges
 - A. For Equipment used to move import and export shipments by HMM, the following free time shall be allowed: (see notes)
 - 1. Regular Equipment: Four (4) working days.
 - 2. Refrigerated/Tank Equipment: Three (3) working days.
 - 3. Open Top/Flat Rack Equipment: Three (3) working days
 - 4. Chassis: Four or three working days based on the type of corresponding containers.

- H. For intermodal equipment, which is released empty and later redelivered empty (i.e. empty to empty) without an intervening shipment, Motor Carrier shall be entitled to no Free Time and the Motor Carrier shall be responsible for the payment of Detention Charges as per this Addendum.

E. Equipment Use

1. Equipment Return

- a. Absent a separate bilateral equipment interchange agreement in written or electronic form between the Parties, the Motor Carrier shall use the Equipment for only the purposes for which it was interchanged, not authorize use by others, and promptly return the Equipment after its interchange purpose is complete. An Addendum to this Agreement does not constitute a separate bilateral equipment interchange agreement. **[Revised 02/08/16]**
- b. Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 02/08/16]**
- c. Provider may add or delete satellite locations to its listing by giving fourteen (14) days written notice to IANA. **[Added 02/08/16]** d. Should the notification required under subsection 1.b. above not be made one (1) business day prior to the effective date of the change, and the late notification delayed the Interchange of Equipment, then the Motor Carrier would be entitled to one (1) additional business day to return the Equipment. **[Added 02/08/16]**
- e. Nothing in Section E. shall be interpreted to preclude Motor Carrier from receiving compensation when Provider directs Equipment to be returned to a satellite location. Compensation for services rendered in these circumstances is outside the scope of this Agreement. **[Added 02/08/16]**

DECISION: The panel unanimously finds in favor of the Motor Carrier.

CASE REVIEWED AND DECIDED BY:

ROBERT CANNIZZARO
Ocean Carrier Member

FRED HUENNEKENS
Motor Carrier Member

In the Dispute Between

Case Number: **20190509-5-XXXL-PD**

Date of Decision: 10/01/2019

Invoice	Invoice #	Container #	Inv. Date	Amount	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
See Spreadsheet that show the 13 invoices under this dispute totaling \$00.00											

The Motor Carrier's basis of dispute are Sections E.1.b, E.6.d., H.1. and H.4. of the UIIA. The Motor Carrier asserts that there was an agreement between their company and the Equipment Provider that they were to manage the Equipment Provider's Phoenix area destination equipment inventory in and out of the Lincoln Transport Phoenix, Inc. designated satellite container yard (CY). In addition, they were to maintain an empty inventory at Lincoln Transport Phoenix, Inc. designated CY to support the Equipment Provider's export moves and equipment needs out of the Phoenix area. The Moving Party was authorized to terminate emptied inbound equipment (after delivery to Equipment Provider's store door customers) at the Phoenix satellite CY for storage with the intent that the Motor Carrier would move empties back to the Port of LA and Port of LB under one-way return or round trip work orders authorizing empty return revenue only when return inbound loads were available allowing for required dual outbound/inbound transactions at the LA/LB marine terminals. Empty only returns were discouraged. The Motor Carrier indicates that it was not to be charged per diem under the arrangement with the Equipment Provider for any empty equipment terminated and/or stored at the satellite CY. Full loads were ingated at Phoenix for the convenience of the Equipment Provider, its customer (with Provider's approval and knowledge) or in compliance with a CBP hold or inbond movement. Consequently, the Motor Carrier does not believe it is responsible for the per diem charges (referred to as detention charges on the billings) and that the Equipment Provider should bill these charges to its customer.

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(Lincoln's Phoenix CY) or upon delivery of full loads to the Equipment Provider's store door customer's dock as specified in the Equipment Provider's work orders.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

Legal counsel responded on behalf of the Equipment Provider stating "the Motor Carrier has not produced any written agreement between the Motor Carrier and the Equipment Provider which modifies the terms of the UIIA. In the absence of such a written agreement signed by both of the parties the understanding that the Motor Carrier alleges to have existed between the parties cannot modify the UIIA, and the UIIA governs the relationship between the parties." In addition, the Motor Carrier states that the Equipment Provider failed to respond to its rejection of the charges. It is the Equipment Provider's position that the Motor Carrier did not properly submit the appropriate dispute forms and, therefore, the Provider rejected the disputes. Consequently, the timeline for disputing the charges on the part of the Motor Carrier was not met and the invoices are valid as billed.

Legal counsel for the Equipment Provider also noted that there is current litigation between these two parties in federal court that was initiated by the Moving Party and that the Equipment Provider has asserted a counter claim for detention charges. Legal counsel for the Equipment Provider has requested in its response for consideration that all arbitration cases involving detention be postponed until the federal court litigation has concluded.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Motor Carrier. Both the Motor Carrier panel member and the Ocean Carrier panel member agree that the Equipment Provider did not respond within the 30-day time limit set forth in Sections H.1 and H.4 of the UIIA and therefore lost its right to collect the charges. In addition, the Ocean Carrier panel member also noted that the Equipment Provider did not comply with Sections E.1.b. whereby per diem should have been stopped upon the delivery of empty or full Equipment to the designated satellite location or upon delivery of loads to the Equipment Provider's door customer per the work order.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (October 1, 2018) to make its decision:

E. Equipment Use

1. Equipment Return
 - b. Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor

Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 02/08/16]**

H. Default Dispute Resolution and Binding Arbitration Processes

1. In absence of a dispute resolution process contained in the Provider's Addendum that establishes timeframes for signatories to the Agreement to dispute invoices and respond to the dispute with respect to Per Diem, maintenance and repair or Equipment use/rental charges, the following default dispute resolution process will apply: **[Revised 05/01/17]**

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s), documenting with appropriate evidence, its disagreement with any of Invoicing Party's bills it believes to be incorrect. Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party's notice with its decision to accept or deny the Invoiced Party's dispute. The Invoiced Party will have 15 days from the date of the Invoicing Party's response to either pay the claim(s) or seek arbitration. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. **[Revised 06/13/16]**

4. Should the Invoicing Party fail to respond to the Invoiced Party's dispute of an invoice relating to Per Diem, maintenance and repair or Equipment use/rental charges within the established timeframes in the Provider's Addendum, or in absence of a dispute resolution process in the Provider's Addendum, the default dispute resolution process in Section H.1., the Invoicing Party will lose its right to collect such charges and its ability to pursue binding arbitration under Exhibit D of the Agreement. **[Revised [05/01/17]**

DECISION: The panel unanimously finds in favor of the Motor Carrier.

CASE REVIEWED AND DECIDED BY:

DAVE HENSAL
Motor Carrier Member

LEO IMPERIAL
Ocean Carrier Member

DISCUSSION:

The panel carefully reviewed all documents and information provided by the parties. Based upon the supporting documents and evidence submitted, the Motor Carrier panel member found in favor of the Motor Carrier stating that based upon Section E.1.b. of the UIIA, the Motor Carrier did not receive notification of the off-hire new location from the Equipment Provider prior to the 16:00 p.m. deadline on the prior business day. Thus, the Motor Carrier is not responsible for the \$00.00 per diem charge.

The Ocean Carrier panel member agreed stating that based on the available information it appears that the proper notification process was not followed by the Equipment Provider, and the per diem charge for this timeframe should be waived.

Note: The arbitration panel was only requested to review the dispute under this claim related to the responsibility for the per diem charges. The issue related to compensation for services rendered is outside the scope of the UIIA in accordance with Section E.1.e. that clearly states, "Nothing in Section E. shall be interpreted to preclude Motor Carrier from receiving compensation when Provider directs Equipment to be returned to a satellite location. Compensation for services rendered in these circumstances is outside the scope of this Agreement."

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provision from the UIIA (May 1, 2020) to make its decision:

Section E. Equipment Use

Section E.1. Equipment Return, Items E.1.b and E.1.e.

- b.** Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 02/08/16]**
- e.** Nothing in Section E. shall be interpreted to preclude Motor Carrier from receiving compensation when Provider directs Equipment to be returned to a satellite location. Compensation for services rendered in these circumstances is outside the scope of this Agreement. **[Added 02/08/16]**

DECISION:

The panel unanimously finds in favor of the Motor Carrier as to the per diem charges on the basis that the Motor Carrier did not receive notification of the off-hire new location from the Equipment Provider prior to the established timeline set forth in Section E.1.b. of the UIIA Agreement. The Motor Carrier is not responsible for the \$00.00 per diem charge.

CASE REVIEWED AND DECIDED BY:

DAVE HENSAL
Motor Carrier Panel Member

LEO IMPERIAL
Ocean Carrier Panel Member

In the Dispute Between

U11A MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20210429-1-XXE-PD**

Date of Decision: 12/13/2021

Invoice	Invoice #	Container #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	91556804	TRKU2053972	03/23/21	NYC/APM Port Elizabeth	02/11/20	03/18/21	3/23/21	4/20/21	4/21/21	4/29/21

The Motor Carrier basis of dispute is related to Section E.1.f. of the UIIA and the fact that they believe the charges being billed by the Equipment Provider are excessive. The Motor Carrier reports that it pulled the unit from NYC on February 11, 2020, and ingated the unit on February 14, 2020. The Motor Carrier also reported that it received an email from the Equipment Provider regarding the status of the unit on October 28, 2020, at which time the Motor Carrier informed the Equipment Provider that the unit was returned and accepted by Columbia Container-Maher Terminals on February 14, 2020. The Motor Carrier stated that the Equipment Provider did advise them that the container was to have been returned to the APM terminals and asked the Motor Carrier to correct the location. However, the Motor Carrier states that after eight months with no notice from the Equipment Provider, they were trying to determine the location of the container, and on February 24, 2021, the Equipment Provider emailed the Motor Carrier again and asked the Motor Carrier to relocate the container to APM Terminals. The Equipment Provider advised the Motor Carrier to go to the Columbia Container yard and call them to assist in obtaining the unit. The container was ingated at the APM Port Elizabeth on March 19, 2021.

Therefore, the Motor Carrier feels that because both parties were in the wrong, they should not be held liable for the full invoice amount billed. The Motor Carrier stated that it is of their understanding that the arbitration panel members have the ability to reduce excessive charges even if they find the Motor Carrier to be at fault.

The Equipment Provider responded to the claim stating that all empty returns go to APM Port Elizabeth. The Equipment Provider stated that trucking companies check the APM website and return them to APM or they send an e-mail to the Equipment Provider to check empty return location. The Equipment Provider also

stated that several e-mails had been sent to the trucking company to relocate the container back to the APM port. The Equipment Provider indicated that their system works with APM through their EDI system. When the unit returns to APM, the Equipment Provider's system will automatically bill the per diem invoice to the trucking company based on the return date. Therefore, the Equipment Provider feels that the invoice should stand as billed.

DISCUSSION

After careful review of all documents and evidence submitted by the parties, the two modal members that originally reviewed the claim were unable to reach a consensus in the case. The Ocean Carrier panel member stated that it is the Motor Carrier's responsibility to return the equipment to the physical location at which the equipment was received unless directed to return the unit to a satellite location as governed by Section E.1.b. of the UIIA. The Motor Carrier did not initially return the unit to the originating location or to the satellite location as directed by the Equipment Provider. However, there was also no evidence that the Equipment Provider notified the Motor Carrier of outstanding interchanged equipment on a monthly basis as required under Section E.1.f. of the UIIA. The Ocean Carrier panel member noted that neither the delivery to the incorrect location nor the failure to notify the Motor Carrier of the outstanding interchanged equipment relieves either party of its obligations under the UIIA. The Ocean Carrier panel member found that both parties shared a portion of the fault in this claim and should have been able to work together to reach a reasonable solution versus submitting for arbitration. The Ocean Carrier panel member indicated that ultimately the Motor Carrier is responsible for the per diem, but due that both parties' lack of action resulted in the large per diem billing, a reasonable resolution would be for the Motor Carrier to be responsible for per diem charges from the date of October 28, 2020, which is when the Equipment Provider notified the Motor Carrier that the equipment was missing through the date the equipment was returned on March 18, 2021. The Ocean Carrier panel found in favor of the Equipment Provider for a portion of the invoice and that the Motor Carrier should be responsible for 141 days of per diem for a total of \$0.00.

The Motor Carrier Panel member believes that it is not the Motor Carrier's fault should they return equipment to incorrect facility and that facility in turns accepts the equipment on behalf of the Equipment Provider. The Motor Carrier panel member also noted that the Equipment Provider did not follow Section E.1.f. by providing the Motor Carrier notification of outstanding interchanged equipment on a monthly basis, so the Motor Carrier had no reason to believe that the ingate of the unit was not acceptable. The Motor Carrier panel member did believe that both parties could have communicated better to avoid the large per diem billing. Consequently, the Motor Carrier panel member believes that per diem charges should have ceased as of April 2020, which would have been 66 days of per diem that equates to \$0.00. The Motor Carrier panel member found that the Motor Carrier should be responsible for only half of the 66 days of per diem charges for a total of \$0.00.

In accordance with Exhibit D, Item D.3. of the UIIA, when the two modal arbitration panel members are unable to reach a consensus on the case decision, the claim is forwarded to the senior arbitration panel to make the final determination in the case. Upon initial review of the case, the senior arbitration panel first noted that based on the circumstances that the two parties involved in this claim should have been able to work together towards a reasonable resolution in this matter without having to revert to submitting the claim for arbitration. Unfortunately, since the parties were unable to do so, the senior panel considered the following factors before rendering its decision in this case.

The senior arbitration panel concurred with the Ocean Panel member's findings in this case and thought that based on the circumstances that although the Equipment Provider did not provide the thirty-day notice of outstanding interchanged equipment that it does not relieve the Motor Carrier's of its obligation to return the equipment in accordance with Section E.1.b. and should it not do so, the Motor Carrier should be responsible for per diem that results from the lack of returning the equipment. However, the Equipment Provider should also be advised that if it had provided the Motor Carrier with the outstanding interchanged equipment notification required under Section E.1.f. that it may have avoided the large per diem billing and having the equipment returned to the correct location sooner. Consequently, the senior arbitration panel concurred with the Ocean Panel member's initial findings that the Motor Carrier should be responsible for per diem charges from the date of October 28, 2020, when the Equipment Provider notified them that the equipment was still missing until the date it was returned on March 18, 2021, for a total of 141 days. The calculation of the per diem for these 141 days is shown on the following page:

Days	Rate	Total
4 days	\$0.00	\$0.00
4 days	\$0.00	\$0.00
133 days	\$0.00	\$0.00
Total Per Diem Owed		\$0.00

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The senior arbitration panel relied upon the following provision to make its decision:

Section E.1. Equipment Return, Item E.1.b.

Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed.

Section E.1. Equipment Return, Item E.1.f.

Provider will notify the Motor Carrier electronically, at least once a month, of any outstanding Equipment that is shown on the Provider's books as being interchanged under the Motor Carrier's SCAC. Notice will be provided in a data file format and include equipment identification number and date of Interchange. Notice is provided for information only; errors or omissions in the content do not relieve the Parties of their respective Interchange obligations.

DECISION

The senior arbitration unanimously finds that the Motor Carrier should be responsible for a portion of the original per diem bill (141 days – October 28, 2020 – March 18, 2021) for a total of \$0.00.

CASE REVIEWED AND DECIDED BY:

Case Initially Reviewed by Modal Arbitration Panel

Jim Michalski, Modal Ocean Carrier Panel Member
Peter Schneider, Modal Motor Carrier Panel Member

Case Reviewed and Decided by the Senior Arbitration Panel

Kevin Lhotak, Senior Motor Carrier Panel Member
Mike Pagel, Senior Rail Carrier Panel Member
Al Smeraldo, Senior Ocean Carrier Panel Member

In the Dispute Between

UIIA MC,
Appellant, and

UIIA EP,
Respondent

Case Number: **20210604-5-XXXP-PD**

Date of Decision: **October 11, 2021**

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

Invoice	Invoice number	Inv. Date	Inv. Amount	Out Gate	In Gate	Date MC stated they received invoices	Date MC Disputed Inv's	Date EP Responded to MC's Dispute
1	LGBD20210627312	4/22/2021	\$	3/29/2021	4/12/2021	4/22/2021	5/21/2021	5/28/2021
2	LGBD20210629642	4/22/2021	\$	3/24/2021	4/12/2021	4/22/2021	5/21/2021	5/28/2021
3	LGBD20210633452	4/22/2021	\$	3/25/2021	4/13/2021	4/22/2021	5/21/2021	5/28/2021
4	LGBD20210635387	4/22/2021	\$	3/29/2021	4/13/2021	4/22/2021	5/21/2021	5/28/2021
5	LGBD20210648251	4/22/2021	\$	4/5/2021	4/15/2021	4/22/2021	5/21/2021	5/28/2021
6	LGBD20210649474	4/22/2021	\$	4/2/2021	4/15/2021	4/22/2021	5/21/2021	5/28/2021
7	LGBD20210655720	4/22/2021	\$	4/6/2021	4/16/2021	4/22/2021	5/21/2021	5/28/2021

MOTOR CARRIER'S DISPUTE

The Motor Carrier's basis of dispute is Section E.1.b., G.11 and G.12 of the UIIA. The Motor Carrier states that the Equipment Provider provided equipment return locations however, the locations did not have any appointments available which precluded their ability to return the equipment to the designated locations. The Motor Carrier indicated that they contacted the EP for alternate locations to return the equipment and were told in some instances to make the next available appointment at the same facility and in other instances the Motor Carrier states they did not receive a response from the EP. When the Motor Carrier received the per diem invoices they disputed the charges asking the Equipment Provider to waive the charges due to being precluded from returning equipment to the satellite return location requested by the EP and also the EP not providing an alternate return location.

The Motor Carrier also believes that the Equipment Provider did not comply with Section G.11. because the California state legislation SB45 states that per diem cannot be imposed when the terminal is open but is not accepting empties. The Motor Carrier also feels that because they were precluded from returning the

equipment to the satellite location due to the terminal not having available appointments that this would fall under Section G.12. Force Majeure since this condition was beyond the Motor Carrier's control.

Based on the Equipment Provider's response to the arbitration claim, the Motor Carrier provided additional comments indicating that the information furnished in the Equipment Provider's argument is vague. Terminals showing empty receiving during a specific timeframe does not reflect the lack of appointments those facilities had during that same period. The Motor Carrier also noted that the empty return information on the Equipment Provider's website does not reflect a timestamp of when it was last updated so there is no way for the Motor Carrier to know if the information was posted after the 4:00 p.m. deadline required under Section E.1.b. Lastly, the Motor Carrier stated that all marine terminals (except ITS) require an empty-in appointment to be made prior to returning empty equipment. If there are no appointments how would a Motor Carrier be able to avoid per diem if there are no appointments for consecutive days and the Motor Carrier is not provided an alternate return location.

For the reasons outlined above, the Motor Carrier believes they should not be held responsible for the per diem charges billed.

EQUIPMENT PROVIDER'S RESPONSE

The Equipment Provider responded that they complied with the terms of the UIIA as the terminals were open during the time period in question. The Equipment Provider provided reports from two other facilities PCT and PIER A that specified the quantity of empty containers received by each terminal during the period of the dispute. The Equipment Provider stated that they were not able to generate a report from WBCT as gate data was only maintained for the last 45 days but indicated that they expect similar numbers for this terminal as well. The Equipment Provider believes this information provides sufficient proof that facilities were accepting empties during this period. Furthermore, the Equipment Provider noted that they provide full visibility of the terminals open for empty receiving and empty return instructions on their website at us.wanhai.com. Any changes are updated by 4:00 p.m. the day prior. Truckers are instructed to use this additional tool provided by Equipment Provider. The Equipment Provider also stated it is the Motor Carrier's responsibility to secure appointments for empty container returns and not the Equipment Provider's responsibility.

The Equipment Provider provided a final response to the Motor Carrier's additional comments indicating that there were contradicting statements in the Motor Carrier's argument regarding appointment availability at the terminals during this timeframe. The Equipment Provider added that their empty container receiving information is updated on their website the first workday of each week for the upcoming week. If changes occur, the Equipment Provider states that they update the website at least one day before actual changes take place. Lastly, the Equipment Provider states that the Motor Carrier's argument regarding SB45 is also inaccurate. The Motor Carrier states that code 22928(b)(1) applies to them because the terminal truck gate was closed during posted normal working hours. However, this assertion is untrue, as our previously submitted reports have illustrated the number of WHL empty containers received by terminals during the dispute period.

For the reasons stated above, the Equipment Provider believes the invoices issued are valid as billed to the Motor Carrier.

DISCUSSION

After careful review of all documents and evidence submitted, the panel finds in favor of the Motor Carrier. The Motor Carrier panel member indicated that the Motor Carrier attempted to return the equipment to the only physical location provided by the Equipment Provider and there were no appointments. The Equipment Provider did not provide an alternative location. They advised the Motor Carrier that "no appointments does not mean there are no valid empty locations". The Motor Carrier was unable to obtain appointments on consecutive days, with no alternate return locations provided by the Equipment Provider, so the Motor Carrier panel member deemed this to be a condition beyond the Motor Carrier's control based on Section G.12. Force Majeure. The Motor Carrier panel member noted that because this is a condition beyond the Motor Carrier's control, they should be exempted from per diem until such a time an appointment can be made, or another valid empty location is provided by the Equipment Provider.

The Ocean Carrier panel member concurred that the case should be found in favor of the Motor Carrier based on the fact that the evidence and documentation presented in the case clearly showed that an effort was made on the part of the Motor Carrier to find a solution to the equipment return issue. Consequently, the Ocean Carrier panel member believes the per diem charges should be waived.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (May 1, 2020) to make its decision:

E. Equipment Return, Item E.1.b.

Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed.

G. General Terms, Item G.12.

Force Majeure: In the event the Motor Carrier is unable to Interchange Equipment to Provider within the free time as specified in Provider's Addendum, or Provider's applicable Tariff, as a result of Acts of God, war, insurrections, strikes, fire, flood or any like causes beyond the Motor Carrier's control, the Motor Carrier shall be exempted from the Per Diem charges to the extent of, and for the duration of, the condition that prevented the redelivery of the Equipment. **[Revised 09/13/04]**

DECISION:

The panel unanimously finds in favor of the Motor Carrier based on the evidence and supporting documentation presented in the case. The Motor Carrier should not be held responsible for the disputed per diem charges under this claim based on Section E.1.b and G.12.

CASE REVIEWED AND DECIDED BY:

Dave Hensal

Motor Carrier Panel Member

Leo Imperial

Ocean Carrier Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20210721-7-XXXP-PD**

Date of Decision: 01/28/2022

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Container #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	UST521596	ONEU0136570	06/29/21	YTI/YTI	5/11/2021	6/21/2021	6/30/21	7/2/21	7/7/2021	7/21/21
2	UST521595	FDCU0556469	06/29/21	YTI/ITS	5/11/2021	6/22/2021	6/30/21	7/2/21	7/7/2021	
3	UST521599	TRHU4350921	06/29/21	YTI/YTI	5/19/2021	6/21/2021	6/30/21	7/2/21	7/7/2021	
4	UST521597	BEAU5302016	06/29/21	YTI/ITS	5/20/2021	6/25/2021	6/30/21	7/2/21	7/7/2021	
5	UST521052	BEAU5327884	06/29/21	YTI/ITS	5/20/2021	6/22/2021	6/30/21	7/2/21	7/7/2021	
6	UST521060	ONEU0331598	06/29/21	YTI/YTI	5/20/2021	6/23/2021	6/30/21	7/2/21	7/7/2021	

MOTOR CARRIER'S DISPUTE

The Motor Carrier's basis of dispute is Sections E.1.b., E.1.d., G.12, and H.2. of the UIIA. The Motor Carrier states that the Equipment Provider requested the Motor Carrier to return the empty equipment to Trapac. When the Motor Carrier attempted to return the empties to Trapac, the facility had empty return restrictions. The Motor Carrier contacted the Equipment Provider and was instructed to take the empty equipment to International Transportation Services (ITS). On July 2, 2021, the Motor Carrier received the per diem invoices and disputed the charges on the basis that there were empty equipment restrictions at the facility which precluded it from returning the equipment within the free time allowed under Section E.1.d. in order to avoid per diem charges.

The Motor Carrier believes that the Equipment Provider did not comply with Section E.1.b. of the UIIA by not providing a valid return location and not notifying the Motor Carrier by 4:00 p.m. (local time) the business day prior to the change in the equipment return location. In addition, the Equipment Provider did not provide the additional business day for the equipment to be returned as required under Section E.1.d. The Motor Carrier believes it attempted to work with the Equipment Provider to avoid the dispute from going to arbitration, but no response was received from the Equipment Provider which is a violation of Section H.2. Lastly, the Motor Carrier believes the Equipment Provider did not comply with Section G.12 of the UIIA. as they did not abide by California State Bill SB45 that precludes the Equipment Provider from assessing per diem charges on days when terminals are not receiving empty equipment due to a lack of appointments being made. The Motor Carrier stated that it does not control the appointment systems, and the steamship lines have the control to redirect the equipment to an appropriate facility. For the reasons above, the Motor Carrier believes they should not be held responsible for the per diem charges billed.

EQUIPMENT PROVIDER'S RESPONSE

The Equipment Provider responded to the Motor Carrier's dispute indicating that the dispute was declined since they had provided the Motor Carrier with an alternate return location (ITS) the same day the Motor Carrier reported there were empty restrictions at the original return location (Trapac). The Equipment Provider believes that Sections E.1.b. & E.1.d. of the UIIA apply only if the original return location is changed and does not apply just because an alternative location is provided. Therefore, the Equipment Provider feels that Section E.1.d. of the UIIA did not require it to extend the last free day. The Equipment Provider's responses to the Motor Carrier's emails did not violate the UIIA as the responses solely provided exemptions or alternative return locations and never changed the original return location posted. In addition, the Equipment Provider does not believe this situation warrants a force majeure condition based on the language in Section G.12 in the UIIA as argued by the Motor Carrier. The Equipment Provider believes the per diem charges are valid as billed.

DISCUSSION

After careful review of all the parties' arguments, documents, and evidence submitted, the panel finds in favor of the Equipment Provider. The Ocean Carrier panel member indicated that the Equipment Provider advised the Motor Carrier of all return locations before the daily cut-off time pursuant to Section E.1.b. of the UIIA. The Equipment Provider acted reasonably when notified on May 12th and May 25th that the original return location had empty restrictions on the specific date the Motor Carrier attempted to return the equipment by providing the Motor Carrier with either an exemption and/or an alternate location to return the equipment. This information was provided to the Motor Carrier the same day they had reported the empty restrictions to the Equipment Provider. Therefore, based on the Equipment Provider's response to the Motor Carrier in this situation, the Ocean Carrier panel member did not believe Section E.1.d. that offers an additional business day to return the equipment was applicable. In addition, although an alternate return location was provided to the Motor Carrier on the same day (May 12th and May 25th) the Equipment Provider was notified of the empty restrictions, the actual return of the equipment did not take place until late June.

The Motor Carrier panel member concurred with the Ocean Carrier panel member's analysis of the facts and documentation presented in the case. Finally, the panel agrees with the Equipment Provider that based on the facts presented, the situation did not warrant a force majeure condition set forth in the language of Section G.12 of the UIIA. Accordingly, based on the above, the panel finds in favor of the Equipment Provider.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 23, 2021) to make its decision:

E. Equipment Return, Item E.1.b.

Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 02/08/16]**

E. Equipment Return, Item E.1.d.

Should the notification required under subsection 1.b. above not be made one (1) business day prior to the effective date of the change, and the late notification delayed the Interchange of Equipment, then the Motor Carrier would be entitled to one (1) additional business day to return the Equipment. **[Added 02/08/16]**

G. General Terms, Item G.12.

Force Majeure: In the event the Motor Carrier is unable to Interchange Equipment to Provider within the free time as specified in Provider's Addendum, or Provider's applicable Tariff, as a result of Acts of God, war, insurrections, strikes, fire, flood or any like causes beyond the Motor Carrier's control, the Motor Carrier shall be exempted from the Per Diem charges to the extent of, and for the duration of, the condition that prevented the redelivery of the Equipment. **[Revised 09/13/04]**

H. Default Dispute Resolution and Binding Arbitration Processes, Item H.2.

Should no resolution be reached between the Parties for charges disputed within the applicable dispute resolution process, then the Parties will have the ability to submit the disputed charges for binding arbitration in accordance with Exhibit D of the Agreement. Prior to the commencement of binding arbitration, both Parties are expected to take every reasonable effort to resolve the dispute. Following the initiation of binding arbitration, the arbitration panel will determine the Party responsible for payment based on the specific facts and circumstances associated with the claim, the terms and conditions of the Agreement and the Provider's Addendum along with the supporting documentation presented by the involved Parties. **[Revised 04/23/21]**

DECISION:

The panel unanimously finds in favor of the Equipment Provider based on the evidence and supporting documentation presented in the case. The Motor Carrier is responsible for the disputed per diem charges under this claim based on Section E.1.b. of the UIIA.

CASE REVIEWED AND DECIDED BY:

JORDAN HUNT
Motor Carrier Panel Member

TIM AMES
Ocean Carrier Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20220103-1-XXXT-PD**

Date of Decision: 10/11/2022

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Container #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	LGT035815	SMCU1235361	11/23/21	USLAX/USLAX	9/28/21	10/08/21	11/23/21	11/29/21	12/16	01/03/22

MOTOR CARRIER'S DISPUTE:

The Motor Carrier is basing its dispute on Section E.1. of the UIIA. The Motor Carrier disputed Invoice No. LGT035815 stating that the Equipment Provider had no return locations for weeks resulting in the container incurring five (5) days of per diem. The Motor Carrier feels that they provided the Equipment Provider with adequate backup documentation to confirm that there were no return locations which precluded the Motor Carrier from returning the equipment within the allowed free time. Consequently, the Motor Carrier believes it should not be held liable for the per diem charges on the invoice.

In addition, the Motor Carrier stated that they tried to contact the Equipment Provider every time they had trouble returning a container. However, with the unprecedented empty return restrictions, it was impossible to email the Equipment Provider on every container when they encountered issues in returning the container. The Motor Carrier contends that the UIIA agreement does not state that the Motor Carrier is responsible for per diem charges in the event the Motor Carrier does not email the Equipment Provider for a return location. When the Equipment Provider does not notify the Motor Carrier via an internet posting or email to return the equipment to a satellite location as required under Section E.1.b. of the UIIA, the Motor Carrier believes the Equipment Provider did not comply with its responsibilities.

EQUIPMENT PROVIDER'S RESPONSE:

The Equipment Provider responded to the Motor Carrier's claim stating that if the Motor Carrier would have reached out to the Equipment Provider directly to report that they were having issues returning the equipment, the Equipment Provider could have offered alternative return locations if they were available or stopped the clock on the per diem. The Equipment Provider indicated that it was apparent that the Motor Carrier was aware of this practice by the steamship line since the Motor Carrier had contacted them previously on equipment return issues. Therefore, for these reasons the Equipment Provider feels that the invoice should stand.

DISCUSSION:

After careful review of the arguments, documents, and the evidence submitted, the arbitrators are ruling in favor of the Motor Carrier in this case. While it is reasonable to state that a resolution should be sought at the time in which the empty container is unable to be returned, the Equipment Provider is responsible to communicate changes in the return locations to the Motor Carrier. The supporting documentation provided does not reflect the Equipment Provider's attempt to communicate an available return location for the container to the Motor Carrier. It is the Equipment Provider's responsibility to communicate the empty return locations under Section E.1.b. of the UIIA.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 23, 2021) to make its decision:

E. Equipment Return, Item E.1.b.

Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 02/08/16]**

DECISION:

The panel unanimously finds in favor of the Motor Carrier based on the evidence and supporting documentation presented in the case. The Motor Carrier is not responsible for the disputed per diem charges on Invoice No. LGT035815 under this claim based on the fact that the Equipment Provider did not comply with Section E.1.b. by communicating an available return location for the equipment to the Motor Carrier.

CASE REVIEWED AND DECIDED BY:

DAVID HENSAL
Motor Carrier Panel Member

LEONARD IMPERIAL
Ocean Carrier Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20220318-5-XXXE-PD**

Date of Decision: 08/29/2022

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

	Invoice Number	Container Number	Invoice Date	Facility	Outgated	Ingated	Date MC Rec'd Invoice	Date MC Disputed Invoice	Date EP Responded	Date Notice of Intent Received
1	6362170	SKIU 9079235	1/18/2022	SSA Pier A/LA1	12/15/2021	12/29/2021	1/26/2022	2/8/2022	No reply from EP	3/18/2022
2	6362180	SKIU 9080703	1/18/2022	SSA Pier A/LA1	12/8/2021	12/28/2021	1/26/2022	2/8/2022	No reply from EP	3/18/2022
3	6362190	SKIU 9081295	1/18/2022	SSA Pier A/LA1	12/6/2021	12/29/2021	1/26/2022	2/8/2022	No reply from EP	3/18/2022
4	6362200	SLVU 4533240	1/18/2022	SSA Pier A/LA1	12/15/2021	1/3/2022	1/26/2022	2/8/2022	No reply from EP	3/18/2022
5	6362210	SLVU 4535449	1/18/2022	SSA Pier A/LA1	12/21/2021	1/3/2022	1/26/2022	2/8/2022	No reply from EP	3/18/2022
6	6362220	SLVU 4537652	1/18/2022	SSA Pier A/LA1	12/6/2021	12/27/2021	1/26/2022	2/8/2022	No reply from EP	3/18/2022
7	6362230	SLVU 4541565	1/18/2022	SSA Pier A/LA1	12/14/2021	1/4/2022	1/26/2022	2/8/2022	No reply from EP	3/18/2022
8	6362240	SLVU 4701494	1/18/2022	SSA Pier A/LA1	12/17/2021	12/27/2021	1/26/2022	2/8/2022	No reply from EP	3/18/2022
9	6362250	SLVU 4704913	1/18/2022	SSA Pier A/LA1	12/15/2021	12/27/2021	1/26/2022	2/8/2022	No reply from EP	3/18/2022
10	6362260	SLVU 4706876	1/18/2022	SSA Pier A/LA1	12/21/2021	12/28/2021	1/26/2022	2/8/2022	No reply from EP	3/18/2022
11	6362270	SLVU 4713685	1/18/2022	SSA Pier A/LA1	12/6/2021	12/29/2021	1/26/2022	2/8/2022	No reply from EP	3/18/2022
12	6362280	SLVU 4880450	1/18/2022	SSA Pier A/LA1	12/21/2021	12/29/2021	1/26/2022	2/8/2022	No reply from EP	3/18/2022
13	6362290	VOLU 4532583	1/18/2022	SSA Pier A/LA1	12/13/2021	1/3/2022	1/26/2022	2/8/2022	No reply from EP	3/18/2022
14	6362300	SLVU 4537349	1/18/2022	SSA Pier A/LA1	12/1/2021	12/30/2021	1/26/2022	2/8/2022	No reply from EP	3/18/2022
15	6370290	SLVU 4601860	1/29/2022	SSA Pier A/LA1	12/17/2021	1/19/2022	2/11/2022	2/14/2022	No reply from EP	3/18/2022
16	6370300	SLVU 4601915	1/29/2022	SSA Pier A/LA1	12/17/2021	1/19/2022	2/11/2022	2/14/2022	No reply from EP	3/18/2022
17	6370310	SLVU 4609686	1/29/2022	SSA Pier A/LA1	12/6/2021	1/19/2022	2/11/2022	2/14/2022	No reply from EP	3/18/2022
18	6370320	SLVU 4714228	1/29/2022	SSA Pier A/LA1	12/1/2021	1/19/2022	2/11/2022	2/14/2022	No reply from EP	3/18/2022

19	6370330	VOLU 4972670	1/29/2022	SSA Pier A/LA1	1/6/2022	1/21/2022	2/11/2022	2/14/2022	No reply from EP	3/18/2022
20	6370340	VOLU 4973439	1/29/2022	SSA Pier A/LA1	1/6/2022	1/21/2022	2/11/2022	2/14/2022	No reply from EP	3/18/2022
21	6370350	VOLU 4973608	1/29/2022	SSA Pier A/LA1	1/9/2022	1/21/2022	2/11/2022	2/14/2022	No reply from EP	3/18/2022

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Sections E.1.b. and H.1. of the UIIA. The Motor Carrier disputes all twenty-one (21) invoices based on the fact that there were no available locations/port appointments to return the empty containers to the Equipment Provider as required under Section E.1.b. of the UIIA. The Motor Carrier disputed the charges on February 8, 2022 and February 14, 2022, but the Equipment Provider did not respond to the Motor Carrier's dispute within the 30-day timeframe in accordance with Section H.1. of the UIIA. Consequently, the Motor Carrier believes the Equipment Provider has lost its right to collect the charges.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider confirmed that it received the Motor Carrier's dispute on February 8, 2022 and February 14, 2022, but it could not locate a specific acknowledgement email to the Motor Carrier. The Equipment Provider stated that they had regular communications with the Motor Carrier, but no evidence of the communications was provided. The Equipment Provider stated that due to conditions on the West Coast, the Equipment Provider received numerous disputes related to no available return locations, lack of empty return appointments, and empty return restrictions. As a result of the number of disputes received, the Equipment Provider stated that it caused some delays in responses. Norton Lilly International (NLI) indicated that they have been working on a resolution process with the Equipment Provider to handle these types of disputes. During the review process, the Equipment Provider stated that it has not suspended any Motor Carrier's interchange privileges for outstanding per diem charges.

In addition, the Equipment Provider agreed to offer additional free time or settlements of per diem charges in order to account for the issues on the West Coast. In the case of this specific Motor Carrier, the Equipment Provider offered a 50% settlement of all disputed per diem charges on the twenty-one (21) disputed invoices. Consequently, the Equipment Provider believes this offer is a reasonable settlement based on the current conditions. The Equipment Provider indicated that they were in the process of notifying all Motor Carriers of the per diem settlement offer due to this issue.

DISCUSSION:

The panel carefully reviewed all documents and information provided by the parties. The Motor Carrier filed its dispute based on Sections E.1.b. and H.1. of the UIIA. The panel addressed its decision as it relates to these sections, as well as Section H.4. of the UIIA, as follows:

As the Motor Carrier claims, there were no return locations for the Motor Carrier to return empty containers. Under Section E.1.b. equipment is to be returned to a location designated by the Equipment Provider, and if changed, then the Equipment Provider must notify the Motor Carrier by e-mail by 16:00 pm the business day prior to the change becoming effective. Thus, under Section E.1.b., the Equipment Provider failed to provide an open return facility online or under the Equipment Return Location Directory (ERLD).

The panel agrees that Section H.1. of the UIIA applies to this dispute which states in part:

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s), documenting with appropriate evidence, its disagreement with any of Invoicing Party's bills it believes to be incorrect. Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party's notice with its decision to accept or deny the Invoiced Party's dispute. The Invoiced Party will have 15 days from the date of the Invoicing Party's response to either pay the claim(s) or seek arbitration. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. **[Revised 06/13/16]**

On April 23, 2022, the Equipment Provider responded to the Motor Carrier and confirmed it received the Motor Carrier's dispute on February 8, 2022 and February 14, 2022. However, the Equipment Provider failed to respond to the dispute within the required timeframe under Section H.4. of the UIIA, as follows:

Should the Invoicing Party fail to respond to the Invoiced Party's dispute of an invoice relating to Per Diem, maintenance and repair or Equipment use/rental charges within the established timeframes in the Provider's Addendum, or in absence of a dispute resolution process in the Provider's Addendum, the default dispute resolution process in Section H.1., the Invoicing Party will lose its right to collect such charges and its ability to pursue binding arbitration under Exhibit D of the Agreement. **[Revised 05/01/17]**

The panel concurs that the documents submitted in this claim do not reflect that the Equipment Provider responded to the dispute within the required timeframe. Therefore, based on Section H.4. of the UIIA, the arbitration panel members have decided that the Equipment Provider loses its right to collect the per diem charges.

Based on the above, the panel finds in favor of the Motor Carrier.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 23, 2021) to make its decision:

E. Equipment Use, Item E.1.b.

Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 02/08/16]**

H. Default Dispute Resolution and Binding Arbitration Processes, Item H.1.

In absence of a dispute resolution process contained in the Provider's Addendum that establishes timeframes for signatories to the Agreement to dispute invoices and respond to the dispute with respect to Per Diem, maintenance and repair or Equipment use/rental charges, the following default dispute resolution process will apply. **[Revised 05/01/17]**

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s), documenting with appropriate evidence, its disagreement with any of Invoicing Party's bills it believes to be incorrect. Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party's notice with its decision to accept or deny the Invoice Party's dispute. The Invoiced Party will have 15 days from the date of the Invoicing Party's response to either pay the claim(s) or seek arbitration. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. **[Revised 06/13/16]**

H. Default Dispute Resolution and Binding Arbitration Processes, Item H.4.

Should the Invoicing Party fail to respond to the Invoiced Party's dispute of an invoice relating to Per Diem, maintenance and repair or Equipment use/rental charges within the established timeframes in the Provider's Addendum, or in absence of a dispute resolution process in the Provider's Addendum, the default dispute resolution process in Section H.1., the Invoicing Party will lose its right to collect such charges and its ability to pursue binding arbitration under Exhibit D of the Agreement. **[Revised 05/01/17]**

DECISION:

The panel unanimously finds in favor of the Motor Carrier based on Sections E.1.b., H.1. and H.4 of the UIIA.

CASE REVIEWED AND DECIDED BY:

PETER SCHNEIDER
Motor Carrier Panel Member

TIM AMES
Ocean Carrier Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20220413-24-XXXI-PD**

Date of Decision: 11/21/2022

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

	Invoice Number	Unit #	Invoice Date	Facility	Outgated	Ingated	Date MC Rec'd Invoice	Date MC Disputed Invoice	Date EP Responded only confirmed receipt of dispute	Date Notice of Intent Received
1	DT0300418	BEAU2418131	03/06/2022	Wando/Wando	01/31/2022	02/14/2022	2/21/22	2/23/22	4/11/22	4/13/22
		CXDU2284170			01/25/2022	02/14/2022				
Cancelled by EP	DT0301250	BMOU6335847	03/06/2022	Wando/Wando	01/20/2022	02/14/2022	3/7/22	3/12/22	3/16/22	
		YMLU9012984			01/21/2022	02/14/2022				
Cancelled by EP	DT0301251	OCGU8019489	03/06/2022	Wando/Wando	01/19/2022	02/16/2022	3/6/22	3/12/22	3/16/22	
Cancelled by EP	DT0301252	TGBU6572122	02/20/2022	Wando/Wando	01/13/2022	01/25/2022	3/7/22	3/12/22	3/16/22	

***Note:** Notice was received from the Equipment Provider that it canceled 3 out of the 4 invoices under this claim. Therefore, please review only invoice No. DT0300418.

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Sections E.1.b., H.1., and H.4. of the UIIA. The Motor Carrier disputes all 4 invoices based on the fact that there were no available locations/appointments available to return the empty containers to the Equipment Provider as required under Section E.1.b. of the UIIA. The Motor Carrier disputed the charges, but the Equipment Provider did not respond to the Motor Carrier's dispute indicating that they agreed or declined the dispute in accordance with Section H.1. of the UIIA. Therefore, the Motor Carrier believes the Equipment Provider has lost its right to collect the charges.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider did not provide any comments during the 15-day comment period in the Notice of Intent to Seek Binding Arbitration, but it did respond to the Motor Carrier's initial dispute asking the Motor Carrier if it checked the terminal announcements. The Equipment Provider never responded to the Motor Carrier's initial dispute agreeing or declining the dispute.

DISCUSSION:

The panel carefully reviewed all documents and information provided by the parties. The Motor Carrier filed its dispute based on Sections E.1.b., H.1., and H.4. of the UIIA. The panel addressed its decision as it relates to these sections as follows:

As the Motor Carrier claims, it was disputing invoices based off of ERD shifts of the vessel providing dates of the changes. The Motor Carrier also states that the Equipment Provider responded that they were checking into the issue. However, under Section E.1.b. of the UIIA, the Equipment Provider failed to provide a return location.

Based on the evidence submitted, invoice No. DT0300418 was issued by the Equipment Provider on February 20, 2022, and disputed by the Motor Carrier on February 23, 2022. The dispute was never definitively responded to by the Equipment Provider pursuant to the terms established in Section H.4. of the UIIA and within the established timeframes in Section IV, Paragraph 3d, of the Equipment Provider's Addendum to the UIIA. As such, the Equipment Provider has lost its right to collect such charges pursuant to Section H.4. of the UIIA.

The Ocean Carrier panel member points out that the Equipment Provider responded in writing to the disputed items within 30 days of receipt of the Motor Carrier's notice under Section H.1. of the UIIA that it was waiting on clarification from the department involved in the case, but no decision was provided by the Equipment Provider to accept or deny the Motor Carrier's dispute. The Equipment Provider failed to follow up on the original dispute, and it did not respond within the timeframes set forth in the terms of the UIIA. Therefore, based on the above, the panel finds in favor of the Motor Carrier and agrees that invoice No. DT0300418 should be cancelled for the full amount of \$0.00.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 23, 2021) to make its decision:

E. Equipment Use, Item E.1.b.

Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 02/08/16]**

H. Default Dispute Resolution and Binding Arbitration Processes, Item H.1.

In absence of a dispute resolution process contained in the Provider's Addendum that establishes timeframes for signatories to the Agreement to dispute invoices and respond to the dispute with respect to Per Diem, maintenance and repair or Equipment use/rental charges, the following default dispute resolution process will apply. **[Revised 05/01/17]**

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s), documenting with appropriate evidence, its disagreement with any of Invoicing Party's bills it believes to be incorrect. Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party's notice with its decision to accept or deny the Invoice Party's dispute. The Invoiced Party will have 15 days from the date of the Invoicing Party's response to either pay the claim(s) or seek arbitration. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. **[Revised 06/13/16]**

H. Default Dispute Resolution and Binding Arbitration Processes, Item H.4.

Should the Invoicing Party fail to respond to the Invoiced Party's dispute of an invoice relating to Per Diem, maintenance and repair or Equipment use/rental charges within the established timeframes in the Provider's Addendum, or in absence of a dispute resolution process in the Provider's Addendum, the default dispute resolution process in Section H.1., the Invoicing Party will lose its right to collect such charges and its ability to pursue binding arbitration under Exhibit D of the Agreement. **[Revised 05/01/17]**

Section IV.3.d. – Free Time and Charges of the Provider's Addendum

On receipt of Motor Carrier's notice, Provider will undertake to reconcile such disputed items will respond in writing to Motor Carrier within (30) days of receipt of Motor Carrier's notice. In no event shall any dispute constitute valid grounds for Motor Carrier to withhold or delay payment for any non-disputed charges.

DECISION:

The panel unanimously finds in favor of the Motor Carrier based on Sections E.1.b., H.1., and H.4. of the UIIA and Section IV.3.d. of the Provider's Addendum. Invoice No. DT0300418 should be cancelled for the full amount of \$0.00.

CASE REVIEWED AND DECIDED BY:

MATTHEW SCIASCIA
Motor Carrier Panel Member

JIM MICHALSKI
Ocean Carrier Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20221213-3-XXXX-PD**

Date of Decision: 05/08/2023

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Inv. Date	Amount	Date MOTOR CARRIER rec'd inv.	Date MOTOR CARRIER disputed the inv.	Date EQUIPMENT PROVIDER responded to MOTOR CARRIER's dispute	Notice of Intent Rec'd
		See attached list of invoices disputed in this arbitration claim					

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Sections E.1.b, H.1, and H.4 of the UIIA. The Motor Carrier disputes 24 invoices based on the fact that there were no available locations/appointments available to return the empty containers to the Equipment Provider as required under Section E.1.b. of the UIIA. The Motor Carrier disputed the charges, but the Equipment Provider did not respond in writing to the Motor Carrier's dispute of the invoices that they accepted or denied the dispute in accordance with Section H.1. of the UIIA. Therefore, the Motor Carrier believes the Equipment Provider has lost its right to collect the charges on the invoices.

In addition, after reviewing the Equipment Provider's response to the arbitration claim, the Motor Carrier states that it felt the Equipment Provider was provided with ample documented proof of its dispute. The Motor Carrier states that the information provided to the Equipment Provider of its dispute of the invoices was the same as with other accepted disputes placed with the Equipment Provider in the past. The Motor Carrier further states that because there are no specific definitions or guidelines stating the documentation or proof required to support a dispute, the Motor Carrier believes any information it provided should be deemed sufficient. The Motor Carrier also states that under Section H.1. the Equipment Provider is obligated to respond to a dispute with an acceptance or denial of the dispute within the allotted 30-day timeframe pursuant to Section H.1. of the UIIA. The Motor Carrier feels that the Equipment Providers cannot arbitrarily deem a dispute as incomplete or invalid and just ignore it as Motor Carriers are obligated to respond to every invoice regardless of whether we think it's a valid invoice.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider responded to the claim stating the following:

Regarding invoices 1 through 10, the Equipment Provider believes that the Motor Carrier failed to provide evidence to support its dispute when it notified the Equipment Provider. The Equipment Provider states that Section H.1 of the UIIA requires the Motor Carrier to advise the Equipment Provider in writing of the disputed items on invoices within 30 days of the receipt of such invoice(s), documenting with appropriate evidence, its disagreement with any of the Equipment Provider's bills it believes to be incorrect. The Equipment Provider states that the Motor Carrier offered only its statement as to why the invoices should be canceled but did not provide evidence in support of their statement. Accordingly, the Equipment Provider states because the Motor Carrier did not document its disputes with appropriate evidence, the Equipment Provider was not required to respond within the 30-day timeframe.

Regarding invoices 23 through 34, the Equipment Provider responded stating that its dispute resolution team has no record of the dispute emails submitted by the Motor Carrier referenced in the Motor Carrier's Notice of Intent. Therefore, the Equipment Provider believes it was not required to respond to the disputes which the Equipment Provider's dispute resolution team has no record of receiving.

In conclusion, the Equipment Provider states that the precedent decision provided by IANA does not apply to this factual situation, and the requirements under Sections H.1. and H.4. of the UIIA, as referenced in the prior case decision are not applicable based on the reasons stated above. Furthermore, the Equipment Provider states that because the Motor Carrier failed to properly submit the disputes, the Equipment Provider was under no obligation to accept or decline the disputes within the 30-day timeframe.

DISCUSSION:

The panel carefully reviewed all documents and information provided by the parties. The Motor Carrier filed its dispute based on Sections E.1.b., H.1., and H.4. of the UIIA. Based upon the evidence provided, the panel addressed its decision as it relates to these sections as set forth below regarding the three groups of invoices disputed in this matter as follows:

Invoices 1 - 4 and 23 – 34, the panel finds in favor of the Motor Carrier. Pursuant to Sections H.1. and H.4. of the UIIA, the Equipment Provider did not respond within 30 days to the Motor Carrier's initial DRP claims in emails sent on November 8, 2021, February 16, 2022, and March 7, 2022. The panel found no evidence from the Equipment Provider that they responded to the Motor Carrier's dispute regarding invoices 1 – 4 and 23 – 34. The information supports that some type of response from the Equipment Provider is required stating that more evidence is needed. The panel also finds that the correct email was being used by the Motor Carrier to send its disputes to the Equipment Provider.

Invoice 5-10. The Equipment Provider's response to the Motor Carrier's DRP claims regarding invoices 5-10 states that the claims did not include any additional evidence or documentation to support the Motor Carrier's claim. However, the panel determined from the supporting documentation presented in the case that there was no evidence that the Equipment Provider responded to the Motor Carrier's initial dispute of these invoices as to whether they accepted or denied these disputes as required by Section H.1 of the UIIA.

Invoices 39 & 40, the panel rules in favor of the Equipment Provider. The Motor Carrier arbitration panel member suggests that the Motor Carrier assist with getting the issue resolved with the BCO correcting the SWIFT Code to the correct code which will result in getting the Equipment Provider's invoices 39 & 40 paid.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 23, 2021) to make its decision:

E. Equipment Use, Item E.1.b.

Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 02/08/16]**

H. Default Dispute Resolution and Binding Arbitration Processes, Item H.1.

In absence of a dispute resolution process contained in the Provider's Addendum that establishes timeframes for signatories to the Agreement to dispute invoices and respond to the dispute with respect to Per Diem, maintenance and repair or Equipment use/rental charges, the following default dispute resolution process will apply. **[Revised 05/01/17]**

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s), documenting with appropriate evidence, its disagreement with any of Invoicing Party's bills it believes to be incorrect. Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party's notice with its decision to accept or deny the Invoice Party's dispute. The Invoiced Party will have 15 days from the date of the Invoicing Party's response to either pay the claim(s) or seek arbitration. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. **[Revised 06/13/16]**

H. Default Dispute Resolution and Binding Arbitration Processes, Item H.4.

Should the Invoicing Party fail to respond to the Invoiced Party's dispute of an invoice relating to Per Diem, maintenance and repair or Equipment use/rental charges within the established timeframes in the Provider's Addendum, or in absence of a dispute resolution process in the Provider's Addendum, the default dispute resolution process in Section H.1., the Invoicing Party will lose its right to collect such charges and its ability to pursue binding arbitration under Exhibit D of the Agreement. **[Revised 05/01/17]**

DECISION:

The panel unanimously finds in favor of the Motor Carrier based on Sections H.1. and H.4. of the UIIA regarding Invoices 1 – 4, 23 – 34, and 5 – 10. The Motor Carrier is not responsible for payment of Invoices 1 – 4, 23 – 34, and 5 – 10.

The arbitration panel suggests that the Motor Carrier assist with getting the issue resolved with the BCO correcting the SWIFT Code to the correct code which will result in getting the Equipment Provider's invoices 39 & 40 paid in the total amount of \$0.00.

CASE REVIEWED AND DECIDED BY:

PETER SCHNEIDER
Motor Carrier Panel Member

RYAN KOCH
Ocean Carrier Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20230213-1-XXXO-PD**

Date of Decision: 06/08/2023

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Inv. Date	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	202212-STXO	01/12/2023	01/12/2023	01/30/2023	01/31/2023	01/31/2023
2	202301-STXO*	02/13/2023	02/14/2023	03/01/2023	03/02/2023	

*The second invoice noted above was added to this claim on February 17, 2023, after the date of the notice of intent form.

MOTOR CARRIER'S BASIS OF DISPUTE

The Motor Carrier states they are filing this dispute on the basis that there have been discrepancies with chassis invoices they have received from the Equipment Provider. The Motor Carrier states that they noticed that their account was still being billed for chassis usage even after a different motor carrier took possession of the chassis. The Motor Carrier states that they have the ingate and outgate data from BNSF Hobart that lists the carrier SCAC codes and the date the chassis were outgated. The Motor Carrier provided this information to the Equipment Provider with their initial dispute and the Equipment Provider's response was that BNSF is not a start/stop location. The Motor Carrier states they understand that BNSF is not a start/stop location, however, they feel they have no control over other carriers operating under the UIIA outgating these chassis from the BNSF facility before they can recover and terminate the chassis to the proper yard. The Motor Carrier feels that carriers that are last in possession of these chassis are responsible for the rental/per diem fees. The Motor Carrier also feels that these billing practices are unethical and put a financial burden on the truckers. Therefore, the Motor Carrier believes they should not be held responsible for the full invoice amounts.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE

The Equipment Provider did not respond to the claim but did respond to the Motor Carrier's dispute, stating that "[i]t should be noted that BNSF is not a valid [s]tart/stop location with our retail chassis. Per diem charges continue until the chassis is returned to its appropriate location." The Equipment Provider also states that if other Motor Carriers have been using the unit since, that the Motor Carrier would need to seek direct

reimbursement from those Motor Carriers as the Equipment Provider is unable to re-bill. The Equipment Provider also provided the Motor Carrier with the following:

In order to stop all future charges, you can either:

- a. track down the unit and ingate the chassis into a valid location,
- b. request a street turn to the Motor Carrier that may be currently using the unit (if applicable), or
- c. request a CV invoice.

The Equipment Provider also provided a resource link on their website that could be used if there were any doubt of where the proper offhire location is for a particular chassis: <https://flexivan.com/chassis-lookup/>. The Equipment Provider also noted that the chassis lookup would provide a number of other details about the unit itself that, in this instance, could have prevented this issue from occurring.

DISCUSSION

The panel carefully reviewed all documents and information provided by the parties. Due to the complexity and large dollar amount of the dispute, the panel spent a lot of time reviewing the information provided and asked follow-up questions of both parties. The Motor Carrier does not specify a particular section of the UIIA in filing its dispute. The panel determined that Section E.1.a. and E.1.b applies.

The Motor Carrier states that since other trucking companies used the chassis after they returned them in, the Equipment Provider should invoice those carriers for the chassis rental charges covering the period the chassis were in their possession. In the initial dispute, the Motor Carrier acknowledges that the BNSF is not a valid start/stop location for these chassis. They also acknowledge this in an email on February 14, 2023 to the Equipment Provider. In an email on March 14, 2023 to IANA, another person from the Motor Carrier disputes that the BNSF is not a valid start/stop location.

The panel reached out to the Equipment Provider for further clarification on this point. The Equipment Provider states that BNSF is a valid start/stop location for pool chassis, but these were not pool chassis. The Motor Carrier made a reservation at a different chassis location rather than utilizing a pool chassis and these chassis the Motor Carrier utilized are not allowed to be returned anywhere other than the origin point of pickup.

The panel determined that the Motor Carrier is correct in that they did not utilize these chassis for all the times for which they are being invoiced. However, Section E.1. requires the Motor Carrier to return the equipment to the original point of interchange unless directed by the Equipment Provider to return to a satellite return location. Because the chassis used by the Motor Carrier were not pool chassis, BNSF was not a valid stop/start location so the Motor Carrier would be required to return the chassis to the original point of interchange. Consequently, the panel finds the case in favor of the Equipment Provider.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL

The panel relied upon the following provisions from the UIIA (July 20, 2022) to make its decision:

E. Equipment Use, Item 1. Equipment Return

- a. Absent a separate bilateral equipment interchange agreement in written or electronic form between the Parties, the Motor Carrier shall use the Equipment for only the purposes for which it was interchanged, not authorize use by others, and promptly return the Equipment after its interchange purpose is complete. An Addendum to this Agreement does not constitute a separate bilateral equipment interchange agreement. **[Revised 02/08/16]**
- b. Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 02/08/16]**

DECISION

The panel unanimously finds in favor of the Equipment Provider. It is clear the chassis were not part of the regular pool that showed BNSF Hobart and Commerce as start/stop locations. From the initial files the panel received, the Motor Carrier states they were aware of this fact but continued to leave chassis at the ramps. While it is unfortunate that the Motor Carrier is being invoiced for days when they did not utilize the chassis, the terms of the UIIA (Section E.1.a. and E.1.b.) need to be enforced for the Agreement to continue to be effective.

CASE REVIEWED AND DECIDED BY

CHRIS GILTZ
Motor Carrier Panel Member

EJ BRONWASSER
Equipment Leasing Company Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20230217-2-XXXG-PD**

Date of Decision: 05/03/2023

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

	Invoice Number	Unit #	Invoice Date	Facility	Outgated	Ingated	Date MC Rec'd Invoice	Date MC Disputed Invoice	Date EP Responded to MC's dispute	Date Notice of Intent Received
1	UST22C3830D01	HDMU4732378	12/19/22	Oakland	12/6/22	12/15/22	12/19/22	12/20/22	2/10/23	2/17/23

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is under Section E.1.b. of the UIIA. The Motor Carrier states that it pulled the empty container from Trapac on December 6, 2022. On December 8, 2022, the Motor Carrier states that there were no day shift appointments available to ingate the empty container back to Trapac, and this was the case until December 15, 2022. The Motor Carrier contacted the Trapac office the evening of December 8, 2022, but it was not open. The Motor Carrier also emailed the Equipment Provider to advise them of the circumstances that precluded the Motor Carrier's ability to return the empty container and advised the Equipment Provider to stop the per diem clock. The Motor Carrier states that the Equipment Provider responded on February 6, 2023 stating that the steamship line is not in charge of Trapac's terminal appointments. The Motor Carrier believes that since there were no day shift appointments available to return the empty container, the Motor Carrier should not be responsible for the per diem charges based on Section E.1.b. of the UIIA.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider did not respond to the arbitration claim, but it did respond to the Motor Carrier's initial dispute of the per diem charges. On December 9, 2022, the Equipment Provider advised the Motor Carrier that a dispute of the charges can be sent to detdispute@hmm21.com. The Equipment Provider also responded by email on January 17, 2023 that it did not receive the Motor Carrier's initial dispute of the charges because it was not emailed to detdispute@hmm21.com. The Motor Carrier re-sent its dispute to the email address identified by the Equipment Provider within the 30-day timeframe to dispute the charges pursuant to Section H.1. of the UIIA. The Equipment Provider advised the Motor Carrier by email on

January 31, 2023 that there were many terminal appointments available on December 13th and December 14th which could be seen on the screenshot sent by the Motor Carrier. The Equipment Provider questioned the Motor Carrier why it did not utilize the appointments to return the empty container. The Motor Carrier stated that there were no day shift appointments available. The Equipment Provider denied the Motor Carrier's dispute since the container was out past the last free day and according to the screenshot provided it was confirmed that there were available appointments to use on the second shift. Consequently, the Equipment Provider believes the invoice is valid as billed.

DISCUSSION:

The panel carefully reviewed all documents and information provided by the parties. Based on the supporting documents and evidence submitted, the panel finds in favor of the Equipment Provider. The panel understands that the Motor Carrier may incur additional direct labor costs to return a unit on the second shift of the terminal facility. The second shift does not cost the Motor Carrier to access the gate. The panel finds that appointments were available to return the equipment based on the information provided by the Motor Carrier. If a facility is open for receiving equipment, it is the Motor Carrier's responsibility to return the equipment based on Section E.1.b. of the UIIA. There are no terms under the UIIA that affect the parties based on hours of operation of the return location for the equipment. When the terminal is open, empty containers can be returned on both first and second shifts. There is no evidence showing that appointments for empty containers on the second shift were denied. Therefore, based on the above, the panel finds in favor of the Equipment Provider, and invoice No. UST22C3830D01 in the amount of \$00.00 is due by the Motor Carrier.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (July 20, 2022) to make its decision:

E. Equipment Use, Item E.1.b.

Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 02/08/16]**

H. Default Dispute Resolution and Binding Arbitration Processes, Item H.1.

In absence of a dispute resolution process contained in the Provider's Addendum that establishes timeframes for signatories to the Agreement to dispute invoices and respond to the dispute with respect to Per Diem, maintenance and repair or Equipment use/rental charges, the following default dispute resolution process will apply. **[Revised 05/01/17]**

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s), documenting with appropriate evidence, its disagreement with any of Invoicing Party's bills it believes to be incorrect. Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party's notice with its decision to accept or deny the Invoice Party's dispute. The Invoiced Party will have 15 days from the date of the Invoicing Party's response to either pay the claim(s) or seek arbitration. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. **[Revised 06/13/16]**

DECISION:

The panel unanimously finds in favor of the Equipment Provider based on Section E.1.b. of the UIIA. Invoice UST22C3830D01 in the amount of \$00.00 is due by the Motor Carrier.

CASE REVIEWED AND DECIDED BY:

BEN BANKS
Motor Carrier Panel Member

PHILLIP SUMMERS
Ocean Carrier Panel Member

**UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT
DISPUTE RESOLUTION PANEL REVIEW AND DECISION**

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20220318-6-XXE-PD**

Date of Decision: 08/19/2022

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Container #	Inv. Date	Amount Disputed	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed inv.	Date EP responded	Notice of Intent Rec'd
See attached spreadsheet listing 70 invoices being disputed in this arbitration claim											

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Sections E.1.b. and H.1. of the UIIA. The Motor Carrier disputes all 70 invoices on the attached spreadsheet based on the fact that there were no available locations/appointments to return the empty containers to the Equipment Provider as required under Section E.1.b. of the UIIA. The Motor Carrier sent the dispute to the Equipment Provider on February 4, 2022, but the Equipment Provider did not respond to the Motor Carrier's dispute within the 30-day timeframe in accordance with Section H.1. of the UIIA. Consequently, the Motor Carrier believes the Equipment Provider has lost its right to collect the charges.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE:

The Equipment Provider confirmed that it received the Motor Carrier's dispute on February 4, 2022 but could not locate a specific acknowledgement email to the Motor Carrier. The Equipment Provider stated that due to conditions on the West Coast, they received numerous disputes related to no available return locations, lack of empty return appointments, and empty return restrictions. Due to the number of disputes received during that period, the Equipment Provider stated that it caused some response delays. The Equipment Provider indicated that they have been working on a resolution process with the Motor Carrier to handle these types of disputes. During the review process, the Equipment Provider stated that it has not suspended any Motor Carrier's interchange privileges for outstanding per diem charges.

The Equipment Provider added that on April 16, 2022, it made several adjustments (reductions) to the Motor Carrier's invoices to account for the issues on the West Coast. The Equipment Provider provided four (4) examples of invoice adjustments made for the Motor Carrier and confirmed that they are cancelling all four (4) invoices under this claim. The cancelled invoice numbers are #06354110-\$00.00, #06364290-\$00.00, #06364170-\$00.00, and #06364190-\$00.00. The Equipment Provider indicated that they were in the process of notifying all Motor Carriers of any cancelled or adjusted invoices due to this issue.

Note: Staff provided this information to the Motor Carrier, and they indicated that they wish to proceed with the claim.

DISCUSSION:

The panel carefully reviewed all documents and information provided by the parties. The Motor Carrier filed its dispute based on Sections E.1.b. and H.1. of the UIIA. The panel addressed its decision as it relates to these sections as follows:

As the Motor Carrier claims, they could not find an open facility to return the empty equipment. The Equipment Provider did not respond to the Motor Carrier's request or provide any alternative return facilities. Thus, under Section E.1.b., the Equipment Provider failed to provide an open return facility online or under the Equipment Return Location Directory (ERLD). The panel agrees that Section H.1. of the UIIA applies to this dispute which states in part:

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s), documenting with appropriate evidence, its disagreement with any of Invoicing Party's bills it believes to be incorrect. Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party's notice with its decision to accept or deny the Invoiced Party's dispute. The Invoiced Party will have 15 days from the date of the Invoicing Party's response to either pay the claim(s) or seek arbitration. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. **[Revised 06/13/16]**

The Equipment Provider confirmed that it received notice of the disputed invoices from the Motor Carrier on February 4, 2022. However, the Equipment Provider failed to respond to the dispute within the required timeframe under Section H.4. of the UIIA, as follows:

Should the Invoicing Party fail to respond to the Invoiced Party's dispute of an invoice relating to Per Diem, maintenance and repair or Equipment use/rental charges within the established timeframes in the Provider's Addendum, or in absence of a dispute resolution process in the Provider's Addendum, the default dispute resolution process in Section H.1., the Invoicing Party will lose its right to collect such charges and its ability to pursue binding arbitration under Exhibit D of the Agreement. **[Revised 05/01/17]**

The Motor Carrier panel member points out that the documents submitted in this claim do not reflect that the Equipment Provider responded to the dispute within the required timeframe. Therefore, under Sections H.1. and H.4 the arbitration panel members concurred that the Equipment Provider loses its right to collect the charges and dispute the Motor Carrier's claim.

Based on the above, the panel finds in favor of the Motor Carrier.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 23, 2021) to make its decision:

E. Equipment Use, Item E.1.b.

Motor Carrier shall return the Equipment to the physical location at which the Equipment was received unless the Provider directs the Equipment to be returned to a satellite location(s): 1) as governed by a written bilateral equipment interchange agreement between the Parties or 2) as specified in a notification from the Provider to Motor Carrier via internet posting or e-mail to return the Equipment to a Provider-designated satellite location, listed in IANA's Equipment Return Location Directory (ERLD). Satellite location(s) are facilities which are within the same local commercial territory and support operations of the Provider for the location from which the Equipment was originally received. Whenever a return location is changed, Provider must notify the Motor Carrier by e-mail by 16:00 p.m. local time the business day prior to the change becoming effective. Motor Carrier must furnish the Provider with e-mail addresses to be used for Motor Carrier notification when return locations are changed. **[Revised 02/08/16]**

H. Default Dispute Resolution and Binding Arbitration Processes, Item H.1.

In absence of a dispute resolution process contained in the Provider's Addendum that establishes timeframes for signatories to the Agreement to dispute invoices and respond to the dispute with respect to Per Diem, maintenance and repair or Equipment use/rental charges, the following default dispute resolution process will apply. **[Revised 05/01/17]**

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s), documenting with appropriate evidence, its disagreement with any of Invoicing Party's bills it believes to be incorrect. Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party's notice with its decision to accept or deny the Invoice Party's dispute. The Invoiced Party will have 15 days from the date of the Invoicing Party's response to either pay the claim(s) or seek arbitration. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. **[Revised 06/13/16]**

H. Default Dispute Resolution and Binding Arbitration Processes, Item H.4.

Should the Invoicing Party fail to respond to the Invoiced Party's dispute of an invoice relating to Per Diem, maintenance and repair or Equipment use/rental charges within the established timeframes in the Provider's Addendum, or in absence of a dispute resolution process in the Provider's Addendum, the default dispute resolution process in Section H.1., the Invoicing Party will lose its right to collect such charges and its ability to pursue binding arbitration under Exhibit D of the Agreement. **[Revised 05/01/17]**

DECISION:

The panel unanimously finds in favor of the Motor Carrier based on Sections E.1.b., H.1., and H.4. of the UIIA.

CASE REVIEWED AND DECIDED BY:

PETER SCHNEIDER
Motor Carrier Panel Member

TIM AMES
Ocean Carrier Panel Member