

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
)	Case: 20090617-1-XXE-PD
UIIA Motor Carrier)	
Appellant, and)	DECISION
)	July 31, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: Motor Carrier (MC) interchanged a sealed import container belonging to Equipment Provider (EP) from Maher Terminals Fleet St at 09:58 on 05-19-09.

MC returned the empty container and chassis to Columbia Container on 05-26-09 at 08:58.

EP issued Invoice PD00084867 on 06-03-09 for Per Diem charges to MC for one day of per diem. The unit was interchanged for a total of 8 days. Included in this time period was 2 weekend days and 1 holiday.

EP Addendum to UIIA states the free time period is the day of interchange plus 4 working days.

EP provided a section of their service contract with their customer which established the free time period as 7 calendar days.

BASIS OF CLAIM: MC asserts that the unit was returned to EP within the free time allowed by the EP Addendum to the UIIA.

DISCUSSION: Section E.6.a. of the UIIA states, "Interchange of Equipment is on a compensation basis. Provider may permit some period of uncompensated use and thereafter impose use charges, as set forth in its Addendum. The UIIA does not recognize the conflict that exists many times between the EP service contract and the EP Addendum to the UIIA. Nor does the UIIA prevent the EP from billing the shipper/consignee directly for per diem charges. The EP is restricted by the UIIA and their Addendum regarding per diem charges billed to the MC. The EP is not restricted by the UIIA and their Addendum regarding per diem charges billed to the shipper/consignee.

DECISION: Based on the fact that the MC returned the equipment within the free time established in the EP Addendum to the UIIA, the panel unanimously finds in favor of the MC. EP shall not be entitled to recover the per diem charges from MC. EP shall bear the cost of appeal.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between

UIIA Motor Carrier
Appellant, and

UIIA Equipment Provider
Respondent

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Case Number: **20100405-10-XXXL-PD**

UNDISPUTED FACTS: Equipment Provider (EP) issued two separate invoices for per diem charges to Motor Carrier (MC) on two separate moves that took place in January, 2010.

1st Invoice 010 0488148 in the amount of \$00.00, indicated that the MC outgated the unit on 01/15/2010 and ingated on 01/26/2010 showing that the free time expired on 01/25/2010.

2nd Invoice 010 0488146 in the amount of \$00.00, indicated that the MC outgated the unit on 01/05/2010 and ingated on 01/18/2010 showing that the free time expired on 01/15/2010.

ISSUE: The MC argues that because their customer (DHL) was allowed 10 calendar days free, by the EP, that the free time allowed should have been allowed to by the MC. MC also argues that they have disputed these charges with the EP within the required time frame, but because the EP has not responded to their dispute these invoices should be removed from their account.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. Under provision E.6.a. of the UIIA (November 18, 2009) the EP permitted free time consistent with Nippon Yusen Kaisha (NYK Line) Addendum, provision 1.A.

The MC also claims that the EP failed to respond to the MC's initial dispute of these charges. The panel finds that the EP's failure to respond within the required timeframe had no bearing on this case since invoices were properly submitted.

UIIA PROVISIONS RELIED UPON BY DISPUTE RESOLUTION PANEL:

The panel relied upon the following provisions from the UIIA (November 18, 2009) to make its decision:

E. Equipment Use....6. Free Days and Use Charges

- a. Interchange of Equipment is on a compensation basis. Provider may permit some period of uncompensated use and thereafter impose use charges, as set forth in its Addendum.

EP's ADDENDUM TO UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT (Revised June 13, 2009):

1. FREE TIME

- A. **Regular Equipment:** Day of initial interchange plus five (5) working days, i.e., excluding Saturdays, Sundays, and Holidays (See Notes).

DECISION: The panel unanimously finds in favor of the EP.

Case Reviewed and Decided by:

DAVE MANNING
Motor Carrier

MICHAEL WILSON
Water Carrier

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)	
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UIIA Motor Carrier)	Case Number: 20100528-12-XXXL-PD
Appellant, and)	
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UIIA Equipment Provider)	
Respondent)	

UNDISPUTED FACTS: The Motor Carrier (MC) disputed 13 invoices it received from the Equipment Provider (EP) on April 12, 2010, for per diem charges on multiple moves that took place February/March 2010. All 13 invoices are dated April 5, 2010 and show the MC's "received date stamp" indicating its receipt April 12, 2010.

The MC filed this dispute because the EP did not respond to the Notice of Intent to Seek Binding Arbitration submitted by the motor carrier within the 15 day timeframe. Exhibit D #8 to the UIIA, the Dispute Resolution Process Guidelines provides that the "The arbitration process will be initiated by the Motor Carrier or the Equipment Provider by the filing of a Notice of Intent to Seek Arbitration with IANA..." and that "The Responding Party will have 15 days from the date the documents are sent to it by IANA to respond." The "Notice of Intent to Seek Binding Arbitration" form submitted by the motor carrier and transmitted to the EP in this matter states as follows: "IN THE ABSENCE OF A RESPONSE FROM RESPONDING PARTY, THE CASE WILL BE ARBITRATED BASED SOLELY ON THE INFORMATION PROVIDED BY THE MOVING PARTY."

ISSUE: Because the MC claims that it disputed the invoices within 30 days of its receipt on April 12, 2010, and that it received no response from the EP, per the UII Agreement Section E.6.d, the MC feels that these invoices should be removed from their account.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. Under provision E.6.a. of the UIIA (November 18, 2009) the EP permitted free time consistent with EP's Addendum, provision 1.A.

The panel finds that the EP's failure to respond within the required timeframe under the UIIA doesn't affect the MC's liability for these invoices.

Furthermore, the panel suggests that the MC should have their customer contact the steamship line on their behalf if the free time extended to the customer is greater than the standard free time afforded in the EP's UIIA Addendum.

UIIA PROVISIONS RELIED UPON BY DISPUTE RESOLUTION PANEL:

The panel relied upon the following provisions from the UIIA (November 18, 2009) to make its decision:

E. Equipment Use....6. Free Days and Use Charges

a. Interchange of Equipment is on a compensation basis. Provider may permit some period of uncompensated use and thereafter impose use charges, as set forth in its Addendum.

EQUIPMENT PROVIDERS ADDENDUM TO UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT (Revised June 13, 2009):

1. FREE TIME

A. **Regular Equipment:** Day of initial interchange plus five (5) working days, i.e., excluding Saturdays, Sundays, and Holidays (See Notes).

Notes:

1.a. Regular equipment includes equipment of all sizes, with or without chassis, among others, 20 and 40 foot dry containers, high-cube containers, open-top containers, flat rack containers, bare chassis, standard flatbed trailers, etc. other than refrigerated equipment, tank equipment, and other specialized container not covered elsewhere.

b. Free time shall commence at the following business day after initial interchange, and exclude Saturday, Sunday and holidays. Once free time expires, Detention/Per Diem charges shall be charged for each calendar day, including Saturday, Sunday and holidays, until equipment is returned to the custody of EP. On an intermodal move, the bill of lading issued by the ocean carrier shall determine the beginning or ending interchange point -- i.e., the beginning interchange point on an intermodal import move shall be the point at which the ocean carrier's bill of lading ends, and the ending interchange point on an intermodal export move shall be the point at which the ocean carrier's bill of lading begins.

e. With respect to any shipment for which carrier equipment is used, the Motor Carrier shall be liable for the payment of all detention charges that may be imposed with respect to the use of that equipment pursuant to this Rule.

DECISION: The panel unanimously finds in favor of the EP.

Case Reviewed and Decided by:

ROBERT A. CURRY, JR.
Motor Carrier

DICK SIMMON
Water Carrier

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)	
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UIIA Motor Carrier)	Case Number: 20130502-1-XXXL-PD
Appellant, and)	
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UIIA Equipment Provider)	
Respondent)	Date of Decision: 09/16/2013

UNDISPUTED FACTS: The Equipment Provider (EP) sent the Motor Carrier (MC) Invoice Number PF1302000218 001 for per diem charges totaling \$00.00. On 4/29/13 the MC learned that they were shut out by the EP for not paying the invoice.

ISSUE: The MC states that it only received the invoice after inquiring as to why they were shut out. The MC immediately disputed the invoice with the EP via telephone on 4/30/13. The MC was instructed to send an e-mail to the EP disputing the charge. The MC sent their dispute via e-mail on 4/30/13. In addition to not receiving the invoice in a timely manner, the MC believes that Evergreen did not provide proper notification of container availability, which resulted in unnecessary delays for the MC in picking up and returning the containers in a timely manner. The MC is basing its dispute on Section D.1.a. and E.6.c.

The EP declined the MC's dispute indicating that it was the consignee's responsibility to notify the MC and arrange to pick up the arrived containers, not the EP's responsibility so the charges will stand as invoiced.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the EP. The per diem invoice was billed in compliance with Section E.6 of the UIIA. In addition, the EP furnished documentation showing that the invoice was faxed to the correct number for the motor carrier within the billing time frame.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (November 12, 2012) to make its decision:

E. Equipment Use

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

a. Interchange of Equipment is on a compensation basis. Provider may permit some period of uncompensated use and thereafter impose Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges, as set forth in its Addendum. **[Revised 01/17/12]**

b. Motor Carrier shall be responsible for Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges set forth in the Addenda. **[Revised 01/17/12]**

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.

e. Motor Carrier shall respond in writing to Provider's invoices within thirty (30) days, documenting with appropriate evidence its disagreement with any of Provider's invoices it believes to be incorrect.

f. Motor Carrier will participate in good faith in Provider's established method of dispute resolution, as set forth in its Addendum.

DECISION: The panel unanimously finds in favor of the EP.

CASE REVIEWED AND DECIDED BY:

DAVE MANNING
Motor Carrier Member

AL SMERALDO
Ocean Carrier Member

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

In the Dispute Between

UIIA MC,

UIIA EP,
Respondent

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Case Number: **20180723-9-XXXP-PD**

Date of Decision: 11/16/2018

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

Invoice	Invoice #	Unit #	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	PF1806001759	DFSU6913952	6/19/18	NS Buffalo, NY/NS Buffalo, NY	5/25/18	6/1/18	6/19/18	7/17/18	7/17/18	7/23/18

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Section 3.a. of the Equipment Provider's addendum to the UIIA. The Motor Carrier states that the Provider's addendum identifies that free time excludes Saturdays, Sundays and legal holidays. The Motor Carrier is disputing one day of per diem and one day of chassis use charges for a total of \$00.00 noting that Monday, May 28th was a legal holiday (Memorial Day). Based on the terms of the Provider's addendum May 28th should not have been a chargeable day. The Motor Carrier also stated that it was advised by the Equipment Provider that holidays are excluded from the free time calculation, but only when the facility is closed. However, the Motor Carrier argues that this stipulation is not stated within the Provider's addendum. Consequently, the Motor Carrier believes they are not responsible for the \$00.00 associated with unit DFSU6913952 and METZ6112876.

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

The Equipment Provider responded to the Motor Carrier's initial dispute of the charges stating that Memorial Day is not a free day since the Norfolk Southern ramp was open for business. The Equipment Provider stated that their default system does not allow them to override the application of the charge when the facility is open on a holiday. In accordance with Exhibit D of the UIIA, the Equipment Provider was provided the 15 day period to review the arbitration claim and submit their comments. The only comments received indicated that the Equipment Provider was continuing to

discuss this issue internally. In addition, the Equipment Provider noted that for rail ramps they do not grant extra free time as the ramps are open 24/7 and their tariff holiday schedule is based on the terminal/rail/depot gate.

DECISION:

The panel carefully reviewed all documents and evidence submitted 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 the Motor Carrier was within their contractual right to exclude the legal holiday in their free time calculation as outlined in the Provider's UIIA addendum, Section 3.a. The Equipment Provider's counter argument is invalid because their addendum does not reference their tariff holiday schedule, which excludes free time when facilities are open for business during a legal holiday.

The Ocean Carrier panel member also found in favor of the Motor Carrier noting that the case is fairly straight forward: 1) the Addendum says no charges for legal holidays; and 2) Memorial Day was a legal holiday, so no charges should apply. In addition, the fact that the ramp was open is not relevant, based on the wording of the Equipment Provider's addendum.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (March 2, 2018) to make its decision:

E. Equipment Use

6. Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges
 - a. Interchange of Equipment is on a compensation basis. Provider may permit some period of uncompensated use and thereafter impose Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges, as set forth in its Addendum. **[Revised 01/17/12]**

EQUIPMENT PROVIDER'S ADDENDUM TO THE UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

3. Use Charges

The Motor Carrier shall pay to the Provider the following amounts as Use Charges: 1.) 1st Excess Period charges and 2.) 2ND Excess Period charges, on a per-diem basis, for its possession of the Equipment during the Interchange Period, as provided in the Table of Equipment Detention Charges & Free Time below:

- a). The Motor Carrier shall be allowed Free Time, inclusive of the day it receives the Equipment, during which time no Use Charges are payable by Motor Carrier to Provider. Free Time excludes Saturday, Sunday and legal Holidays but includes return day. For purposes of this Addendum, "Free Time" shall mean the period of time during the use period that the Equipment Provider allows the Motor Carrier to use such Equipment without having to pay use charges.

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

CASE REVIEWED AND DECIDED BY:

ROBERT LOYA
Motor Carrier Panel Member

DENNIS MESSING
Ocean Carrier Panel Member

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

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent

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Case Number: **20190509-1-IXXX-PD**

Date of Decision: 10/30/2019

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoices are numbered to correlate with case file	Invoice #	Inv. Date	Amount	Outgated	Ingated	Free Days	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	UST000052	6/25/2018	140	5/15/18	5/21/18	5	6/25/2018	7/3/18	No response within the TF	5/9/19
2	UST000057	6/25/2018	140	5/15/18	5/21/18	5	6/25/2018	7/3/18	No response within the TF	
3	UST000060	6/25/2018	140	5/15/18	5/21/18	5	6/25/2018	7/3/18	No response within the TF	
4	UST000130	6/25/2018	140	5/15/18	5/21/18	5	6/25/2018	7/3/18	No response within the TF	
5	UST000241	6/25/2018	190	5/9/18	5/15/18	5	6/25/2018	7/3/18	No response within the TF	
6	UST000689	6/25/2018	140	5/4/18	5/9/18	4	6/25/2018	7/3/18	No response within the TF	
7	UST001361	6/26/2018	140	5/17/18	5/23/18	5	6/26/2018	7/3/18	No response within the TF	
8	UST001864	6/26/2018	140	6/15/18	6/21/18	5	6/26/2018	7/3/18	No response within the TF	
9	UST002199	6/26/2018	190	6/5/18	6/11/18	5	6/26/2018	7/3/18	No response within the TF	
10	UST011536	7/3/2018	190	6/21/18	6/26/18	4	7/3/2018	7/18/18	No response within the TF	
48/61	UST000815	6/25/2018	140	5/3/18	5/8/18	4	6/25/2018	7/3/18	No response within the TF	
50	UST015524	7/16/2018	140	7/3/18	7/9/18	5	7/16/2018	8/18/18	No response within the TF	
57	UST024084	7/30/2018	140	7/17/18	7/23/18	5	7/30/2018	8/16/18	No response within the TF	
12	UST034467	8/27/2018	280	8/14/18	8/20/18	5	8/27/2018	8/28/18	No response within the TF	
13	UST043059	9/11/2018	190	8/28/18	9/4/18	5	9/11/2018	9/25/18	No response within the TF	
14	UST043215	9/11/2018	140	8/31/18	9/5/18	4	9/11/2018	9/25/18	No response within the TF	
15	UST043217	9/11/2018	140	8/30/18	9/5/18	5	9/11/2018	9/25/18	No response within the TF	
21	UST046381	9/18/2018	190	9/4/18	9/10/18	5	9/18/2018	9/25/18	No response within the TF	

22	UST047190	9/18/2018	140	9/6/18	9/11/18	4	9/18/2018	9/25/18	No response within the TF	
25	UST065624	10/25/2018	140	10/10/18	10/16/18	5	10/25/2018	10/29/18	No response within the TF	
52	UST072308	11/9/2018	140	10/17/18	10/23/18	5	11/9/2018	11/14/18	No response within the TF	
47 _(credit)	UST000116	6/25/18	420	Full amt. was cancelled by EP but MC paid 140.00					No response within the TF	
49 _(credit)	UST000819	6/25/18	700	Full amt. was cancelled by EP but MC paid 420.00					No response within the TF	

Total disputed: 3,330.00

Total credit/reimbursement: 1,120.00

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Section E.6 of the UIIA and Section 1. Free Time, A&B of the Equipment Provider's addendum to the UIIA. The Motor Carrier disputed the invoices with the Equipment Provider as they believe the Equipment Provider miscalculated destination detention free time. The Motor Carrier stated that their contract as a trucker under the UIIA is with the Equipment Provider and that the Service Contract is between the Equipment Provider and the Shipper, not the trucker.

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

The Equipment Provider responded to the claim stating under their addendum to the UIIA ("EP's Addendum"), EP established free time for detention in the United States as the day of initial interchange-plus four working days for regular equipment and the day of initial interchange-plus three working days for operating reefer/tank and other specialized containers not covered elsewhere. Saturdays, Sundays, and Holidays are excluded from the free time calculation. The Equipment Provider also stated that EP and its customers may deviate from the free time for detention established in the EP's Addendum by including an exception in the service contracts. When an exception to detention free time is agreed to and included in a service contract, that exception controls over the detention free time included in the EP's Addendum. Therefore, the Equipment Provider feels that the Motor Carriers are bound by any exception to detention free time included in a service contract as Motor Carriers are agents for their customers. Accordingly, the Motor Carrier is bound by any exceptions to detention free time contained in the service contracts that apply to the shipments they are moving. In the event there are questions or confusion about the applicable detention free time for a particular shipment, it is the responsibility of the customers and the Motor Carriers to communicate with each other regarding what detention free time is available. Therefore, the Equipment Provider feels that the invoice is valid and should stand.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. Based upon the following facts, the Ocean Carrier panel member stated that the Motor Carrier failed to follow the dispute process in place at the time:

- The dates of interchange related to the invoices under dispute range from 5/4/2018 – 10/23/18. There were two versions of the EP addendum in effect covering this timeframe. The dispute e-mail address contained in the EP's addendum during this timeframe was as follows:
- EP's Addendum – Version effective March 1, 2018 – dispute e-mail was: na.iop.productadmin.truck@one-line.com

- EP's Addendum – Version effective October 7, 2018 – dispute e-mail was: na.csvc.perdiem@one-line.com
- The copy of the EP's addendum that the Motor Carrier included as supporting documentation in the binding arbitration case was not effective until September 25, 2019, which is after the dates of interchange and shows na.ofs.recon@one-line.com. The Motor Carrier did not use the address shown in the EP's addendum in effect at the time of the interchange period. Instead the Motor Carrier used the email address NA.OFS.LINER.AR@one-line.com to dispute the charges and this was the e-mail address that was shown on the EP's invoices for inquiries.

The Motor Carrier panel member agreed stating that the Motor Carrier was not in compliance with the Equipment Provider's dispute process. Because the proper initial dispute process was not followed by the Motor Carrier as set forth in the Equipment's addendum, the panel agreed that the specific calculation of free time used related to the disputed charges did not come into play when rendering this decision.

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

6. Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges
 - a. Interchange of Equipment is on a compensation basis. Provider may permit some period of uncompensated use and thereafter impose Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges, as set forth in its Addendum. **[Revised 01/17/12]**
 - d. Notwithstanding anything to the contrary in this Agreement, when a Motor Carrier disputes a Per Diem invoice on the basis that the amount due is different than the amount that would otherwise be due under a separate third party agreement, the Motor Carrier must provide documentation supporting this claim, and the Provider shall not suspend the Motor Carrier's interchange privileges until the discrepancy has been resolved by the Provider. **[Added 03/01/18]**
 - f. Motor Carrier shall respond in writing to Provider's invoices within thirty (30) days, documenting with appropriate evidence its disagreement with any of Provider's invoices it believes to be incorrect.
 - g. Motor Carrier will participate in good faith in Provider's established method of dispute resolution, as set forth in its Addendum.

H. Default Dispute Resolution Process/Binding Arbitration Process

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.

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

CASE REVIEWED AND DECIDED BY:

ROBERT CANNIZZARO
Ocean Carrier Member

BEN BANKS
Motor Carrier 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

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Case Number: **20200217-6-XXXG-PD**

Date of Decision: 05/19/2020

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

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	2118143444	HLXU8006732	2/10/20	Ports Amer. New Orleans /Ports Amer. New Orleans	11/25/19	1/17/20	2/10/20	2/10/20	2/11/20	2/17/20

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Section E.6 of the UIIA. The Motor Carrier disputed the invoice stating that the unit was out for an extended period of time due to issues with the TRAC chassis that the unit was pulled out on. The chassis had significant maintenance issues that were unable to be repaired on the roadside. The Motor Carrier stated that the customer had to unload this unit so that it could be towed to a facility for all of the repairs to be made. Once the repairs were made, TRAC advised the Motor Carrier that the unit could not be used to pull a loaded container until it was brought back to the port for the repairs to be inspected. The Motor Carrier feels that it is for this reason that the unit was out for such a long period of time and was returned empty. The Motor Carrier believes that they should not be held responsible for the per diem invoice due to the TRAC chassis issues.

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

The Equipment Provider responded to the claim stating that the per diem could not be waived as it was not due to the Equipment Provider's error. The Equipment Provider indicated that the shipment was a merchant haulage move, and as such, the Motor Carrier would have to contact the chassis provider if the detention was incurred due to a damaged chassis. Therefore, the Equipment Provider feels that the invoice is valid and should stand.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The Ocean Carrier panel member noted that pursuant to Section D.3.b of the UIIA Motor Carriers will conduct a pretrip inspection prior to departing with the interchanged equipment that will include those items set forth in Exhibit A to the Agreement. The following list sets forth those items contained in Exhibit A to the UIIA, which the Motor Carrier has responsibility for visually or audibly checking prior to use of the Equipment:

8. Tires (Check that the following conditions are not present.)
 - a. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
 - b. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
 - c. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)
 - d. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.

The evidence presented in the case confirmed that four (4) tires needed to be replaced. It is the Motor Carriers responsibility to visually check the condition of the equipment prior to delivery. The delay in returning the container was of no fault of the Equipment Provider.

Based on the evidence presented in the case, the Motor Carrier panel member agreed with the finding in favor of the Equipment Provider. The Motor Carrier panel member noted that it did not believe this was a case of misuse of the chassis by the Motor Carrier, but rather the repair vendor taking an extended amount of time to repair the chassis. However, the Motor Carrier had the ability on Merchant Haulage to select or utilize their own chassis for the movement and was not required to use a specific chassis provider's equipment. Unfortunately, the chassis provider selected was not a signatory to the UIIA, but the Equipment Provider of the container is a UIIA participant and their per diem charges are spelled out within their UIIA addendum. Consequently, the billing was done in accordance with the terms set forth in the Equipment Provider's UIIA addendum so therefore the Motor Carrier would be responsible for the charges billed.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (July 1, 2019) to make its decision:

D. Equipment Interchange

3. Equipment Condition
 - b. Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Item Re-numbered 10/01/18]**

E. Equipment Use

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

- a. Interchange of Equipment is on a compensation basis. Provider may permit some period of uncompensated use and thereafter impose Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges, as set forth in its Addendum. **[Revised 01/17/12]**
- b. Motor Carrier shall be responsible for Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges set forth in the Addenda. **[Revised 01/17/12]**
- 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]**

Should Provider invoice the incorrect party, Provider may invoice the interchanging Motor Carrier within thirty (30) days from the date the incorrect party disputes the charges with Provider or within the original sixty (60) day deadline, whichever is later. The preceding sentence only applies as long as the Provider issues such invoice to the interchanging Motor Carrier within ninety (90) days from the date on which Equipment was returned. **[Added 01/01/17]**

Exhibit A to UIIA Motor Carrier Pre-Trip Inspection As referenced in Sections D.3.b. and F.4.b. **(Added to UIIA 1/17/08, Last Revised 05/22/19)**

- 8. Tires (Check that the following conditions are not present.)
 - a. Tire is flat, underinflated or has noticeable (e.g., can be heard or felt) leak.
 - b. Any tire with excessive wear (2/32nds or less thread depth), visually observable bump, or knot apparently related to tread or sidewall separation.
 - c. Tire is mounted or inflated so that it comes in contact with any part of the vehicle. (This includes any tire contacting its mate in a dual set.)
 - d. Seventy-five percent or more of the tread width is loose or missing in excess of 12 inches (30cm) in circumference.

Equipment Providers Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

4. USE CHARGES; SPECIAL APPLICATIONS

- 4.1** Motor Carrier shall pay Provider Use Charges on the Equipment as set forth in Schedule "A", which is annexed hereto and made a part hereof, for each day elapsed from the date of Interchange of each unit of Equipment until the date of return of each unit of Equipment unless otherwise expressly agreed to by Provider in writing.

4.2 When Equipment is damaged and reported to the Provider pursuant to paragraph 2 of this Agreement, Use Charges will cease from the date of notification requesting authorization to repair damages exceeding \$00.00 until repairs are authorized or instructions given as to disposition by Provider.

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

CASE REVIEWED AND DECIDED BY:

JAMES MICHALSKI
Ocean Carrier Member

KEVIN LHOTAK
Motor Carrier Member