

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: **20101110-6-XXR-PD**

Date: February 28, 2011

UNDISPUTED FACTS: The Motor Carrier (MC) disputes an invoice they received from the Equipment Provider (EP) on 10/27/2010, for per diem charges that were billed for moves that took place July thru August of 2010.

Invoice PF 10090000614 001, dated 09/15/2010, shows multiple moves that took place between July & August totaling the amount of \$2,550.00.

ISSUE: The MC is disputing this invoice due to the EP not properly invoicing them within the 60 day timeframe as required under UIIA. The MC claims that the first time they received this invoice was on 10/27/2010.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. Under provision E.6.c. of the UIIA (May 12, 2010) the EP "shall invoice Motor Carrier for use and/or storage 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 any associated charge will be lost." The EP has provided sufficient evidence to demonstrate that the invoices in question were prepared and sent to the MC within the established timeframe.

UIIA PROVISIONS RELIED UPON BY DISPUTE RESOLUTION PANEL:

The panel relied upon the following provisions from the UIIA (May 12, 2010) to make its decision:

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

- c. Provider shall invoice Motor Carrier for use and/or storage 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 any associated charges will be lost. **[Revised 11/05/08]**

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

Case Reviewed and Decided by:

VAL NOEL
Motor Carrier

MICHAEL WILSON
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: 20110824-1-XXXV-PD
Appellant, and)	
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UIIA Equipment Provider)	Date of Decision: 11/1/2011
Respondent)	

UNDISPUTED FACTS: The Motor Carrier (MC) received four per diem invoices from the Equipment Provider (EP) via e-mail on August 23, 2011.

Invoice 1, dated 03/31/2011, in the amount of \$00.00, related to per diem for a move dated 02/16/2011 – 02/22/2011.

Invoice 2, dated 12/29/2010, in the amount of \$00.00, related to per diem over multiple moves between 10/26/2010 – 11/20/2010.

Invoice 3, dated 10/29/2010, in the amount of \$00.00, related to per diem over multiple moves between 08/27/2010 – 09/09/2010.

Invoice 4, dated 11/30/2010, in the amount of \$00.00, related to per diem over multiple moves between 07/29/2010 – 08/25/2010.

ISSUE: The MC argues that the invoices were not received within the required 60 day timeframe under the UIIA, but were received on August 23, 2011, months later. That is the day the EP shut them out for nonpayment of \$00.00 in per diem bills. The MC claims that they disputed the invoices within the 30 day timeframe from the date they received the invoices as required and that they received no response from the EP.

The EP responds to the dispute by providing a spreadsheet showing the dates that the invoices were sent and the e-mail address they were sent to. The EP states that all invoices were sent on the date recorded in their spreadsheet and to the proper email address. The EP also explains that it sent several other invoices to the same email address, and those invoices were paid.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The ocean carrier panel member would find that the EP complied with UIIA provision E.6.c by sending the disputed invoices within the 60 days after the return of the equipment. The EP's billing system is automated and the invoice numbers are in a sequence that is consistent with the invoices having been billed according to the dates on the invoice. In addition, the documents provided show that the invoices were sent to the e-mail address on record with the UIIA at the time of the billing. This panel member believes that the EP should have sent dunning notices to the MC regarding the charges, however, this is not a responsibility required under the UIIA Agreement. Additionally, this panel member finds that the fact the MC sent a dispute notice to the EP when it received final notice and its interchange privileges were stopped does not disprove the evidence that the EP sent the invoices within the proper timeframe.

The motor carrier panel member agrees with the ocean carrier panel member that the EP should have provided additional notice to the MC through a dunning system, phone call, or some other form of notice

prior to the suspension of the Motor Carrier's interchange privileges. But contrary to the ocean carrier panel member, the motor carrier panel member finds that the EP's failure to give the MC interim notice on its outstanding invoices supports the MC's dispute. For this reason, the motor carrier panel member would find in favor of the MC.

Unable to agree to a decision, the rail carrier panel member was brought in under Exhibit D to the UIIA. This panel member reviewed the evidence and found that the EP properly invoiced the per diem charges within 60 days under UIIA provision E.6.c.

PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (November 8, 2010) to make its decision:

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

- c. Provider shall invoice Motor Carrier for use and/or storage 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 11/05/08]**

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

CASE REVIEWED AND DECIDED BY:

ROBERT CURRY
Motor Carrier Member

JAMES FITZGERALD
Rail Carrier Member

DICK DESIMON
Ocean 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: **20131018-2-XXXG-PD/D8**

Date of Decision: 10/23/2013

UNDISPUTED FACTS: The Motor Carrier (MC) received Six (6) Per Diem invoices from the Equipment Provider (EP) on 09/30/2013 for multiple moves that took place from 07/25/2013, through 07/30/2013, totaling \$00.00.

ISSUE: The MC disputed the 6 invoices with the EP due to the fact that they were not received within the 60 day timeframe. The MC bases their dispute on Section E.6.c of the UIIA.

DECISION: IANA Staff reviewed all documents and evidence submitted by the Moving Party and it has been determined that this issue has already been addressed and resolved in a prior arbitration decision that was rendered by the arbitration panel on case 20120629-7-XXXL-PD. Therefore, in accordance with Exhibit D, Item 8 of the UIIA, if it is determined that the submitted claim has already been addressed and resolved in a prior arbitration decision, then both the Moving and Responding Parties will be provided with the precedent set forth in the former decision and advised that this decision will apply to the submitted claim.

Therefore, both the Moving and Responding Parties were provided with the prior case decision and were advised that the decision applied to the current claim submitted by the Moving Party. Both parties were provided 10 days to provide additional information as to why the precedent decision did not apply to this claim or was in conflict with the Agreement. The Responding Party (EP) agreed with Staff's determination that the prior case decision was the same and therefore, cancelled all six invoices involved in the claim.

Based on the prior decision case 20120629-7-XXXL-PD & its applicability to this current claim, the EP failed to present all 6 invoices in a timely manner and did not meet the timeframe prescribed in provision E.6.c of the UIIA.

PROVISION PRIOR & CURRENT CLAIM DECISION BASED ON:

E. Equipment Use ... 6. Free Days and Use 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]**

DECISION: Found in favor of the MC.

Based on Exhibit D, Item 8 previous case decision 20120629-7-XXXL-PD

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: 20131114-3-XXXG-PD
Appellant, and)	
)	Date of Decision: 02/03/2014
UIIA Equipment Provider)	
Respondent)	

UNDISPUTED FACTS: The Equipment Provider (EP) sent the Motor Carrier (MC) eleven (11) Per Diem invoices dated 8/22/2013 and 8/27/2013 for multiple moves that took place between 06/12/2013 and 07/03/2013. Eleven invoices totaled \$00.00.

ISSUE: The MC disputed all eleven invoices with the EP due to the fact that they were not received via the US Postal Service within the 60 day timeframe as required. The MC stated that they were not informed of the outstanding invoices until 11/14/2013. The MC is basing their dispute on Section E.6.c of the UIIA.

The EP responded to the MC's dispute stating that all invoices under this dispute were mailed to the MC as per the invoice dates which were 8/22/13 and 8/27/13.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the EP. The EP satisfied the requirements under provision E.6.c of the UIIA when all invoices were billed to the MC within the timeframe prescribed under this provision and to the address on file in the UIIA Subscriber record at the time of the billing. Notwithstanding, during the review of this case a panel member found that four invoices were billed for time beyond that shown on the in-gate interchange resulting in billing of an additional 27 days of per diem. Although, neither party disputed the amount billed or the number of days billed for each invoice, the panel requested additional information to clarify this question and to deliberate a most accurate decision. After reviewing the supplemental information provided by the EP, the panel learned that the EP reduced the invoice amount to reflect the correct change in line with the EP's Addendum.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (August 26, 2013) to make its decision:

E.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]**

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

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

ROBERT CANNIZZARO
Ocean Carrier Member

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: **20140317-1-XXXH-PD**
Appellant, and)
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UIIA Equipment Provider) Date of Decision: 07/07/2014
Respondent)

UNDISPUTED FACTS: The Equipment Provider (EP) sent the Motor Carrier (MC) per diem invoice number PF 1401001290 001, dated 01/16/2014, in the amount of \$00.00. The invoice shows the following:

CONSIGNEE CONTAINER REMARKS	CHASSIS	REFERENCE PICK UP LOC	PICK UP DATE	BILL PERIOD FROM TO LAST FREE D.	FREE DAYS	BILL DAYS	TOTAL	P
MILLER BREWING COMPANY TEMU3955745		450342255969 SAVANNAH POR UNITED STATES	2013/10/22	2013/10/22 2014/01/11	1	81	11,060.00	
							GRAND TOTAL	11,060.00
							PAID	.00
							OUTSTANDING	11,060.00

The out-gate EIR shows that the unit was picked up on 10/22/2013 from Garden City Terminal with no damage noted. The in-gate shows that the unit was in-gated at Georgia Ports Authority on 01/11/2014.

In addition, the MC provided a police report detailing the accident and a tow bill dated 10/23/2013 from Cameron's Towing & Tire Svc for review.

ISSUE: The MC disputed the invoice stating that they immediately contacted the EP to notify them that the unit was involved in an accident and that it was being held by the local authorities. The MC stated that the accident occurred on 10/22/2013 and the police report was sent to the EP on 11/04/2013. Therefore, the MC feels that they should not be held responsible for the charges while the unit was in the custody of the local authorities. The MC is basing their dispute on Section G.11 of the UIIA.

The EP declines the MC's dispute based on the following:

- EP's addendum to the UIIA does not show that the per diem charges, for containers being held by authorities, would be exempt.
- Because the EP could not use the subject container for 82 days, the EP is unable to be compensated for their loss of revenue.
- EP feels that the MC should have paid the claim and then submitted the claim to their insurance company for reimbursement. EP stated that the per diem/usage invoice would have been covered under the accident claim with their Insurance agent.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the EP. The EP was in compliance with Section E.6 of the UIIA when the per diem invoice was billed. The invoice was billed accurately and in a timely manner as prescribed under Section E.6.c. In addition, the panel states that G.11 of the UIIA does not apply to this situation. The UIIA or EP's addendum does not provide specific language in which it requires the EP to "stop the clock" in scenarios in which the equipment is part of an accident examination.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (August 26, 2013) 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)	
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UIIA Motor Carrier)	Case Number: 20140515-1-XXXG-PD
Appellant, and)	
)	
UIIA Equipment Provider)	Date of Decision: 08/01/2014
Respondent)	

UNDISPUTED FACTS: The Equipment Provider (EP) sent the Motor Carrier (MC) a per diem invoice number NAIM2829628, dated 04/17/2014, in the amount of \$00.00.

The invoice shows the following:

(C) Equipment Import Detention Charge						
Container Number:		ECMU9056950		Size/Type: 40HC		Total billable
Start Event Data:		10-JAN-14 - Gate out Full - NORFOLK, VA - APM Terminal				
Stop Event Data:		19-FEB-14 - Gate in Empty - NORFOLK, VA - Pinners Point Container Yard "PPCY"				
From Date	To Date	Days	Type	Rate	Inv. Currency	Inv. Amount
10-JAN-14	16-JAN-14	7	Calendar	0.00	USD	0.00
17-JAN-14	19-JAN-14	3	Calendar	90.00	USD	270.00
20-JAN-14	19-FEB-14	31	Calendar	135.00	USD	4185.00

The out-gate EIR shows that the MC out-gated the unit from Virginia International Terminals (VIT) on 01/10/2014 and in-gated on 02/19/2014.

ISSUE: The MC argues that they are not responsible for these per diem charges because the container was mounted to a chassis that needed to have brakes repaired. The MC stated that they had taken the chassis to the EP's preferred vendor (HRCP) to have the brakes repaired on the chassis. However, because the brake shoes needed to be specially ordered from Germany, this delayed the repair of the chassis, which resulted in the delaying the MC from returning the container on time. Consequently, the MC feels that this situation was out of their control and believes that the EP should not hold them responsible for the per diem charges.

The EP responded to the MC's dispute stating that the chassis in question that was in need of the repairs was not provided to the MC by the EP. The charges invoiced by the EP were concerning the loss of use of the container while the chassis awaited repairs. Therefore, the EP feels that the charges are justified as invoiced.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the EP. The EP was in compliance with Section E.6 of the UIIA when the per diem invoice was billed. The invoice was billed accurately and in a timely manner as prescribed under Section E.6.c. Further, the panel finds no evidence that documents that the EP acted improperly in relation to its interchange agreement or the billing method.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (February 1, 2014) 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:

KEVIN LHOTAK
Motor Carrier Member

NEIL DESMOND
Ocean Carrier Member

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: 20140929-3-XXXG-PD
Appellant, and)	
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UIIA Equipment Provider)	Date of Decision: 12/22/2014
Respondent)	

UNDISPUTED FACTS: The Equipment Provider (EP) sent the Motor Carrier (MC) a per diem invoice, cancelled that invoice, and then sent a second invoice.

The first invoice, number CHS9140875172P, was dated 08/29/2014 for \$00.00. It shows three (3) separate interchanges that took place in June and July of 2014.

The second invoice, number CHS9140992302P, was dated 09/10/2014 for \$00.00. It shows four (4) separate interchanges that took place in June and July of 2014.

ISSUE: The MC disputes the per diem of \$00.00 for the interchange moves that took place from 06/19/2014 to 07/07/2014. The MC claims that because the EP cancelled the initial invoice and then re-issued a new invoice on 9/10/2014, the EP failed to properly invoice the MC for the per diem being challenged within sixty days as required under Section E.6.c of the UIIA. .

The EP did not respond to this arbitration proceeding.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the MC. The EP failed to satisfy the requirements under Section E.6.c of the UIIA when it invoiced the MC on 09/10/2014, several days beyond sixty days. The panel finds that the timeliness of the first invoice became moot when the EP cancelled it. The timeliness of the second invoice issued on 09/10/2014 is independent of the first invoice. Therefore, the MC is not responsible for the disputed charges on that invoice.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (August 1, 2014) to make its decision:

E.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]**

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

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

UIIA MC,
Appellant, and

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Date of Decision: 05/17/2016

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	UASCCQGPD32161	7/14/15	SSA T-18/SSA T-18	5/27/15	6/4/15	12/2/15	12/9/15	12/9/15
2	UASCCQGPD33646	7/23/15	SSA T-18/SSA T-18	6/15/15	6/22/15	12/2/15	12/9/15	12/9/15
3	UASCCQGPD33647	7/23/15	SSA T-18/SSA T-18	6/15/15	6/29/15	12/2/15	12/9/15	12/9/15

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Section E.6.c. of the UIIA, which states that the "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." The Motor Carrier stated that the Equipment Provider did not submit the invoices in question for payment within the sixty (60) day timeframe as required. Therefore, the Motor Carrier believes that they are not liable for payment of these invoices.

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

The Equipment Provider submitted comments and backup documentation that indicated that during a system enhancement it did encounter an error that caused emails being sent from the Equipment Provider to the Motor Carrier to show the To/From email addresses as the Motor Carrier's email address. The Equipment Provider reported that there was no reference to the Equipment Provider's email address as the sender. The Equipment Provider acknowledged that this problem may have caused an issue with some mail servers identifying the email message as spam depending on the Motor Carrier's mail server block list was set up. The Equipment Provider confirmed that although there was an issue with the send/to e-mail addresses, the e-mail messages were sent and therefore the invoices were issued within the established timeframe. The Equipment Provider also indicated that the system error was corrected statements of outstanding invoices were sent to all open accounts, but this occurred outside of the 60 day period.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Motor Carrier. The Ocean Carrier panel member noted that the Equipment Provider acknowledged that a system enhancement caused technical issues with invoicing resulting in email messages sent by the Equipment Provider to show the Motor Carrier's email address in the To and From fields. The Ocean Carrier panel member indicated that the Equipment Provider should have resent all the invoices immediately once the technical issue was corrected on July 20th versus waiting to send a statement of outstanding charges in November/December. Prior to rendering a decision, the Ocean Carrier panel member requested and received clarification as follows:

- The Equipment Provider indicated that the original invoices were sent; however the SMTP format of the email message was similar to "phishing" or "spam" mail. In addition, it showed the recipient's name in the TO and FROM fields on the email. The Equipment Provider indicated it would be up to the user's configured block-list of the receiver whether it made it in front of a mail client users eyes or not during this period. The issue was discovered on July 20th (billing for EQ return date of May 31st to June 6th) to July 29 (billing for EQ return date of July 12th to July 18th). After the correction, statements were sent to all outstanding open accounts which occurred outside of the 60 day period.
- The original emails from the EP were sent showing the TO/FROM email address accounting@MCsemailaddress.com. This was the correct email address for the Motor Carrier; however, the Motor Carrier indicates it did not receive these emails and did not receive the actual invoices until December 2, 2015, which was beyond the sixty (60) day billing timeframe. The Motor Carrier had their IT Department check their mail server and there was no record of receiving the emails.

The Motor Carrier panel member agreed with the Ocean Carrier panel member's decision, stating that the Equipment Provider acknowledged the issues involving their email created a scenario that may have precluded the Motor Carrier from receiving its invoices and the Equipment Provider did not re-issue the invoices after the technical issue was resolved.

DECISION:

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (June 8, 2015) to make its decision:

- E. Equipment Interchange
 - 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]

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

CASE REVIEWED AND DECIDED BY:

THOMAS BARATTINI
Ocean Carrier Member

JEFFREY LANG
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: **20160422-1-XXXI-PD**

Date of Decision: 08/10/2016

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

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	UASCCQGPD18453	UACU8194424	10/21/14	PNCT/PNCT	8/29/14	9/9/14	10/2/2015	10/02/2015	10/6/2015	4/22/16
2	UASCCQGPD18867	UASU8518225	10/24/14	MAHER/MAHER	9/4/14	9/18/14	10/2/2015	10/2/2015	10/6/2015	4/22/16
3	UASCCQGPD18868	CRXU9110202	10/24/14	PNCT/PNCT	9/2/14	9/16/14	10/2/2015	10/2/2015	10/6/2015	4/22/16
4	UASCCQGPD18869	SEGU4832836	10/24/14	MAHER/MAHER	9/5/14	9/16/14	10/2/2015	10/2/2015	10/6/2015	4/22/16
5	UASCCQGPD18870	GLDU9980740	10/24/14	PNCT/PNCT	9/4/14	9/16/14	10/2/2015	10/2/2015	10/6/2015	4/22/16
6	UASCCQGPD18871	GLDU9984026	10/24/14	PNCT/MAHER	9/4/14	9/19/14	10/2/2015	10/2/2015	10/6/2015	4/22/16
7	UASCCQGPD19347	WEXI402227	10/29/14	MAHER/MAHER	9/10/14	9/26/14	10/2/2015	10/2/2015	10/6/2015	4/22/16
8	UASCCQGPD19713	UACU8493322	11/7/14	MAHER/MAHER	9/25/14	10/6/14	10/2/2015	10/2/2015	10/6/2015	4/22/16
9	UASCCQGPD19714	UACU8574131	11/7/14	MAHER/MAHER	9/25/14	10/3/14	10/2/2015	10/2/2015	10/6/2015	4/22/16
10	UASCCQGPD20760	UACU5517312	12/1/14	PNCT/PNCT	10/17/14	10/27/14	10/2/2015	10/2/2015	10/6/2015	4/22/16
11	UASCCQGPD20761	CAIU3571577	12/1/14	PNCT/MAHER	10/10/14	10/28/14	10/2/2015	10/2/2015	10/6/2015	4/22/16
12*	UASCCQGPD22654	UACU5727854	01/09/15	PNCT/PNCT	12/1/14	12/11/14	10/2/2015	10/2/2015	10/6/2015	4/22/16
13*	UASCCQGPD22655	FBLU9028249	01/09/15	PNCT/PNCT	11/20/14	12/12/14	10/2/2015	10/2/2015	10/6/2015	4/22/16
14	UASCCQGPD23953	GESU4599822	02/03/15	PNCT/PNCT	12/19/14	1/5/15	10/2/2015	10/2/2015	10/6/2015	4/22/16
15	UASCCQGPD23954	TGHU9080323	02/03/15	PNCT/PNCT	12/19/14	1/2/15	10/2/2015	10/2/2015	10/6/2015	4/22/16

16	UASCCQGPD24292	UACU8530684	2/9/15	PNCT/GLOBAL	12/26/14	1/8/15	10/2/2015	10/2/2015	10/6/2015	4/22/16
17	UASCCQGPD24930	UACU5823797	2/26/15	PNCT/PNCT	1/16/15	1/29/15	10/2/2015	10/2/2015	10/6/2015	4/22/16
18	UASCCQGPD24931	UACU5004346	2/26/15	PNCT/PNCT	12/18/14	1/29/15	10/2/2015	10/2/2015	10/6/2015	4/22/16
19*	UASCCQGPD26250	UACU5924004	3/27/15	PNCT/PNCT	1/20/15	2/17/15	10/2/2015	10/2/2015	10/6/2015	4/22/16
20*	UASCCQGPD26353	UACU3832953	3/30/15	PNCT/PNCT	2/10/15	2/26/15	10/2/2015	10/2/2015	10/6/2015	4/22/16
21*	UASCCQGPD27091	GATU8457034	4/10/15	PNCT/GLOBAL	2/10/15	2/26/15	10/2/2015	10/2/2015	10/6/2015	4/22/16
22*	UASCCQGPD28232	UACU384210	5/5/15	PNCT/GLOBAL	3/9/15	3/25/15	10/2/2015	10/2/2015	10/6/2015	4/22/16
23	UASCCQGPD32362	UACU5975064	7/14/15	PNCT/APM Newark	5/18/15	6/3/15	10/2/2015	10/2/2015	10/6/2015	4/22/16

* The Equipment Provider provided proof on sending these invoices to the Motor Carrier

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Section E.6.c. of the UIIA, which states that the "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." The Motor Carrier stated that the Equipment Provider did not submit the invoices in question for payment within the sixty (60) day timeframe as required. The Motor Carrier indicated that they did not receive the above 23 invoices until October 2, 2015 when a statement was received showing the additional charges and the Motor Carrier requested that copies of the invoices be provided. Consequently, the Motor Carrier believes they are not liable for payment of these invoices since the Equipment Provider did not comply with Section E.6.c.

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

The Equipment Provider submitted comments and backup documentation that indicated they believe the subject invoices are valid and due. The Equipment Provider believes that the Motor Carrier failed to initially dispute the invoices within the 30 day period set forth in Section H.1. and also did not submit the case for arbitration within the 15 day period from the Equipment Provider's response as established in this same provision. The Equipment Provider believes it has provided substantial proof of confirmed e-mail communications to the Motor Carrier that disproves the Motor Carrier's argument that the invoices were never received or that some were received and others were not. The EP had advised earlier that during a system enhancement it encountered an error that caused e-mails being sent from the Equipment Provider to the Motor Carrier to show the To/From e-mail addresses as the Motor Carrier's e-mail address. The Equipment Provider acknowledged that this may have caused an issue with some mail servers identifying the e-mail as spam, however the Equipment Provider also indicated that they have no control over the recipient's e-mail settings. The Equipment Provider stated that this technical matter with how the e-mail address was displayed in the communications was addressed with its IT department and that statements of outstanding invoices were sent out to all parties. Consequently, the EP believes the invoices were issued within the established timeframe and are the responsibility of the Motor Carrier.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Equipment Provider for Invoice Nos. UASCCQGP22654, UASCCQGP22655, UASCCQGP22650, UASCCQGP26353, UASCCQGP27091, and UASCCQGP28232 in the amount of \$00.00, and in favor of the Motor Carrier for the balance of the invoices. The Motor Carrier panel member stated that the Equipment Provider provided evidence that 6 out of the 23 invoices were issued to the Motor Carrier within the established timeframe. As to the balance of the invoices, the evidence provided indicates that they were not invoiced within the 60 day timeframe under Section E.6.c. of the UIIA. The Motor Carrier panel member noted that the statement provided from Equipment Provider on June 30, 2015, that failed to show outstanding invoices, is sufficient evidence that the Equipment Provider did not invoice the motor carrier timely, nor did the Equipment Provider provide proof that 17 out of 23 invoices were set within the proper timeframe to the e-mail address in the UIIA subscriber record at the time of the billing.

The Ocean Carrier panel member agreed also finding in favor of the Equipment Provider for the invoices referenced above in the amount of \$00.00, and in favor of the Motor Carrier for the balance of the invoices. The Ocean Carrier panel member stated that the Equipment Provider failed to provide sufficient evidence to prove that 17 out of 23 invoices were properly sent in accordance with Section E.6.c.

The panel did not find any evidence to prove that the Motor Carrier did not submit the claim for arbitration within the 15 day timeframe established in Section H.1.

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

DECISION: The panel unanimously finds in favor of the Equipment Provider in the amount of \$00.00 and in favor of the Motor Carrier for the balance of the invoices totaling \$00.00. Invoices found in favor of the Equipment Provider are noted below:

Inv. #	Invoice	Inv. Date	Amount
12	UASCCQGP22654	01/09/15	00
13	UASCCQGP22655	01/09/15	00
19	UASCCQGP26250	3/27/15	00
20	UASCCQGP26353	3/30/15	00
21	UASCCQGP27091	4/10/15	00
22	UASCCQGP28232	5/5/15	00
		TOTAL	00

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 EP,)
Appellant, and)

UIIA MC,)
Respondent)

Case Number: **20161213-1-XXXS-PD**

Date of Decision: 04/03/2017

THE EQUIPMENT PROVIDER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Inv. Date	Date MC rec'd inv.	Notice of Intent Rec'd
1	BCS3426877	9/21/16	9/21/16	12/13/16
2	BCS2778489	1/20/16	1/20/16	12/13/16
3	BCS2856017	2/17/16	2/17/16	12/13/16
4	BCS3450251	9/28/16	9/28/16	12/13/16
5	BCS2963227	3/23/16	3/23/16	12/13/16
6	BCS3470384	10/6/16	10/6/16	12/13/16
7	BCS2881636	2/24/16	2/24/16	12/13/16
8	BCS3162985	6/8/16	6/8/16	12/13/16
9	BCS3353788	8/24/16	8/24/16	12/13/16
10	BCS3095518	5/11/16	5/11/16	12/13/16
11	BCS2794999	1/27/16	1/27/16	12/13/16
12	BCS3392713	9/7/16	9/7/16	12/13/16
13	BCS3034878	4/20/16	4/20/16	12/13/16
14	BCS2987353	4/1/16	4/1/16	12/13/16
15	BCS2945176	3/16/16	3/16/16	12/13/16
16	BCS3223418	7/6/16	7/6/16	12/13/16
17	BCS3276807	7/27/16	7/27/16	12/13/16

Invoice	Invoice #	Inv. Date	Date MC rec'd inv.	Notice of Intent Rec'd
22	BCS2903719	3/2/16	3/2/16	12/13/16
23	BCS3069662	5/4/16	5/4/16	12/13/16
24	BCS3302530	8/3/16	8/3/16	12/13/16
25	BCS3146878	6/1/16	6/1/16	12/13/16
26	BCS2910237	3/4/16	3/4/16	12/13/16
27	BCS3374092	8/31/16	8/31/16	12/13/16
28	BCS3214998	6/29/16	6/29/16	12/13/16
29	BCS3114878	5/18/16	5/18/16	12/13/16
30	BCS3224467	7/6/16	7/6/16	12/13/16
31	BCS3414360	9/14/16	9/14/16	12/13/16
32	BCS2978525	3/30/16	3/30/16	12/13/16
33	BCS3276697	7/27/16	7/27/16	12/13/16
34	BCS2925029	3/9/16	3/9/16	12/13/16
35	BCS3183065	6/15/16	6/15/16	12/13/16
36	BCS3003031	4/6/16	4/6/16	12/13/16
37	BCS3129206	5/25/16	5/25/16	12/13/16
38	BCS3344547	8/17/16	8/17/16	12/13/16

18	BCS3053291	4/27/16	4/27/16	12/13/16
19	BCS3242602	7/13/16	7/13/16	12/13/16
20	BCS3197348	6/22/16	6/22/16	12/13/16
21	BCS2826787	2/3/16	2/3/16	12/13/16

39	BCS3254669	7/20/16	7/20/16	12/13/16
40	BCS3017322	4/13/16	4/13/16	12/13/16
41	BCS2840813	2/10/16	2/10/16	12/13/16
42	BCS3329784	8/10/16	8/10/16	12/13/16
42 Invoices with a total amount of:				

EQUIPMENT PROVIDER'S BASIS OF DISPUTE:

The Equipment Provider's basis of dispute is Section E.6.b. of the UIIA. The Equipment Provider indicated that the Motor Carrier was invoiced for chassis rental charges covering the dates of January 20, 2016 through October 6, 2016 in the amount of \$00.00. The Equipment Provider noted that all billings were issued in accordance with the terms of the UIIA, with all invoices issued within the appropriate 60 day timeframe and delivered to the e-mail address of the UIIA contact on file at the time of the billing. The Equipment Provider believes that pursuant to the terms set forth in Section E.6.b. of the UIIA, the Motor Carrier is responsible for these charges. Consequently, the Equipment Provider is requesting binding arbitration to hold the Motor Carrier accountable for the referenced outstanding past due chassis rental fees.

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

The Motor Carrier provided no response to the claim.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Equipment Provider. The Motor Carrier panel member stated that based upon Section E.6.b. charges are owed by the Motor Carrier and, further, finds that charges were billed timely based upon Section E.6.c. of the UIIA. The Ocean Carrier panel member agreed stating that the Equipment Provider sent a valid invoice and has not been paid for the services provided. In addition, the Motor Carrier did not respond to the arbitration case.

DECISION:

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

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

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

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 EP,
Appellant, and

UIIA MC,
Respondent

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Case Number: **20170608-3-XXXI-PD**

Date of Decision: 12/5/17

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	5252176605	PONU0425037	02/23/2017	Chicago/Chicago	10/11/16	02/07/2017	05/3/17	06/1/17	06/02/2017	06/08/2017

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Section E.6.c of the UIIA. The Motor Carrier stated that the Equipment Provider did not issue the per diem invoice to their company within the 60-day timeframe as set forth in the UIIA. The Motor Carrier noted that it received statements from the Equipment Provider referencing the invoice; however, the original invoice was not received until May 3, 2017. In addition, the Motor Carrier provided a timeline document that outlines the various communications with the EP and the collection department for the EP. The Motor Carrier feels they should not be held responsible for these charges.

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

The Equipment Provider did not respond to the arbitration claim. However, during the Motor Carrier's initial dispute of the charges, the Equipment Provider responded stating that the invoice was in fact mailed within the 60-day timeframe as required under the UIIA. Therefore, the Equipment Provider believes the invoice is valid as billed.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Motor Carrier. The Motor Carrier panel member stated that there was no proof supplied by Equipment Provider that a proper invoice was sent timely. The Motor Carrier panel member noted that while the address was changed with the UIIA prior to the invoice being sent; the email address did not change. The Equipment Provider provided no evidence that the invoice was sent timely and to the correct address on file with the UIIA.

The Ocean Carrier panel member agreed with the finding stating that after repeated requests, the Equipment Provider did not provide evidence that the invoice was sent to the correct email address that was on file with the UIIA.

The Equipment Provider in this case had indicated that Motor Carriers may elect to receive invoices via e-mail and that this is the dominant method that the Equipment Provider utilizes for billing. The arbitration panel had requested that the Equipment Provider provide additional supporting documentation that further substantiated how this specific Motor Carrier's invoice was issued (i.e. e-mail or mail) and whether it was sent to the UIIA address or e-mail on file at the time of the billing. The Equipment Provider did not furnish the requested information until after the arbitration panel had rendered its decision. The additional supporting documentation was forwarded to the arbitration panel to determine if it wished to consider the evidence. It was the consensus of the panel that their decision to find the case in favor of the Motor Carrier would stand.

DECISION:

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

- E. Equipment Use
 - 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]**

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

CASE REVIEWED AND DECIDED BY:

KEVIN LHOTAK
Motor Carrier Member

JIM MICHALSKI
Ocean Carrier Member

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

In the Dispute Between

UIIA EP,
Appellant, and

UIIA MC,
Respondent

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Case Number: **20170411-7-XXXL-PD**

Date of Decision: 09/08/2017

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	PF1602000275001	02/01/2016	04/10/2017	04/10/17	04/11/17	4/11/17

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Section E.6.c of the UIIA. The Motor Carrier states that the Equipment Provider billed them at the wrong address which resulted in the Motor Carrier not receiving invoices within the sixty (60) day timeframe. The invoice copies show they were sent to the following address: PO Box 480232, Los Angeles, CA 90048. The address on file with the UIIA at the time of the billing was: 2350 E. 48th Street, Vernon, CA-90058-0001.

Both the Motor Carrier and the Equipment Provider were advised that prior case decision 20170209-6-XXXL-PD was identical to this claim so therefore the prior case decision would be applied unless within 10 days either of the involved parties provided additional comments on why the prior decision should not be applicable. The Motor Carrier provided additional comments indicating that although this case is similar it differs in the fact that this one invoice was not sent at the same time as the invoices under the prior case that occurred for the same period of 1/27/17. The Motor Carrier contends that the Equipment Provider has no proof that the invoice was received since the invoices are computer generated, which may often fall into spam on mail servers. The Motor Carrier stated that this invoice shows a different address of P.O. Box 480232 address and is stamped copy while all other invoices under the prior case decision showed the address of 1532 West Esther Street. The Motor Carrier believes that the address was changed after the fact by the Equipment Provider. If the invoices were sent by fax and e-mail, then the Motor Carrier indicates that it should be the responsibility of the Equipment Provider to provide proof that these transmissions were successful.

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

The Equipment Provider stated in their original response to the claim that it is their practice that per diem invoices are sent via email and/or by fax to a number provided by the Motor Carrier and, therefore, the trucker should receive the per diem consistently within the 60-day benchmark. The Equipment Provider reported that the disputed invoices were sent to fax number: (000)000-0000 and to the correct email, and provided documentation that they transmitted the following invoices within the appropriate time frame. Staff confirmed that this was the e-mail and fax number on file for the MC on the date of the billings.

No additional comments were provided by the Equipment Provider in regards to the prior case decision since the prior determination had been found in favor of the Equipment Provider.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Equipment Provider. The Ocean Carrier panel member commented:

- As noted above, a series of invoices were considered in case number Case Number: 20170209-XXXL-6-PD/D8 which was decided for the Equipment Provider. According to the original decision; "The Equipment Provider provided documentation that they transmitted the invoices referenced above within the appropriate time frame." In this case, the Motor Carrier states that "Evergreen submitted this invoice on 4-10-17 and not on 1-27-17 like they did the others."
- Staff confirmed that the invoice in question documented an incorrect address for the Motor Carrier while the Equipment Provider argues that the invoice was sent by fax and, of critical importance, email.
- Staff also confirmed the Per Diem Invoice Confirmation report MFR1R990 illustrates "the specific per diem invoice, mentioned in this claim that was sent to the Motor Carrier within the 60-day benchmark (Motor Carrier – Client No. USH002927). Please take note that the original invoice (PF 1602000275) was sent to the Motor Carriers email and fax number on February 2, 2016 at the time of 00:13 GMT and is noted to have been received in good order. A further reminder was also sent to the trucker on March 15, 2016 under same email and fax number, alerting them of this same invoice which at the time the reminder was sent, remained outstanding (mentioned in Exhibit C - MFR1F643)." Based upon this, I find for the Equipment Provider as the invoice was sent to the Motor Carrier within the timeframe specified by UIIA Section E.6.c. This is in agreement with the previous decision 20170209-XXXL-6-PD/D8.

The Motor Carrier panel member agreed with the Ocean Carrier panel member's assessment of the facts also finding in favor of the Equipment Provider.

DECISION: The panel unanimously 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 (January 1, 2017) to make its decision:

E. Equipment Use

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]**

G. General Terms

14. Notices:

- b. Notices required under this Agreement from Motor Carrier to Provider, or from Provider to Motor Carrier, shall be in writing and sent via e-mail, by confirmed facsimile or by first class mail, postage paid, and properly addressed to IANA. Alternatively, such written Notice can be personally served, sent by registered or certified mail, postage prepaid, or by a national overnight courier or delivery service, properly addressed to the individual shown in the UIIA subscriber record. Either Party, at any time, may change its address by written Notice to IANA via e-mail, fax or mail. The earlier of (1) the date of receipt or (2) three days after the date such written Notice is given in accordance with this Paragraph shall constitute the initial date of Notice in computing the elapsed time as specified in any Notice requirement in this Agreement. **[Revised 05/12/10]**

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

CASE REVIEWED AND DECIDED BY:

ROBERT CANNIZZARO
Ocean Carrier Member

FRED HUENNEKENS
Motor Carrier Member

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

In the Dispute Between

UIIA EP,
Appellant, and

UIIA MC,
Respondent

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Case Number: **20170502-1-XXXT-PD**

Date of Decision: 08/03/2017

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
1	USPD20161113919	CAIU314271	11/17/16	Tacoma- WUT/Tacoma-WUT	10/26/16	11/10/16	1/23/17	2/3/17	4/20/17
2	USPD20161009333	CAIU583398	10/13/16	Tacoma- WUT/Tacoma-WUT	9/12/16	10/06/16	1/23/17	2/3/17	4/20/17

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Section E.6.c of the UIIA. The Motor Carrier indicates that the Provider did not bill them within the required sixty (60) day timeframe as outlined in Section E.6.c of the UIIA. Therefore, the Motor Carrier feels they should not be held responsible for these charges.

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

The Equipment Provider responded to the claim stating that the invoices were, in fact, mailed within the sixty (60) day timeframe as required under the UIIA. The supporting documentation provided by the Equipment Provider was a copy of the actual invoices showing the date the invoices were created. Therefore, the Equipment Provider believes the charges are valid as invoiced.

DISCUSSION:

After careful review of the evidence submitted by the parties and a precedent decision rendered previously in a similar case (20120629-7-XXXL-PD), the panel finds in favor of the Motor Carrier. The Equipment Provider was asked to provide screenshots showing that the invoices under dispute in this case were in fact mailed to the Motor Carrier within the required timeframe, however no additional information was received from the Equipment Provider. Therefore, the panel agreed that the Equipment Provider failed to provide proof that the invoices were issued within the 60-day timeframe as set forth in provision E.6.c of the UIIA.

DECISION:

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

- E. Equipment Use
 - 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]**
- G. General Terms
 - 14. Notices:
 - b. Notices required under this Agreement from Motor Carrier to Provider, or from Provider to Motor Carrier, shall be in writing and sent via e-mail, by confirmed facsimile or by first class mail, postage paid, and properly addressed to IANA. Alternatively, such written Notice can be personally served, sent by registered or certified mail, postage prepaid, or by a national overnight courier or delivery service, properly addressed to the individual shown in the UIIA subscriber record. Either Party, at any time, may change its address by written Notice to IANA via e-mail, fax or mail. The earlier of (1) the date of receipt or (2) three days after the date such written Notice is given in accordance with this Paragraph shall constitute the initial date of Notice in computing the elapsed time as specified in any Notice requirement in this Agreement. **[Revised 05/12/10]**

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

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 EP,
Appellant, and

UIIA MC,
Respondent

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Case Number: **20180227-1-XXXS-PD**

Date of Decision: 05/09/2018

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

Invoice	Invoice #	Container #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.
1	190000075100P	CAXU8118185	01/11/18	Port Everglades/Port Everglades	09/19/2017	09/27/2017	1/11/2018

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is E.6.c. and Item 4 of the Equipment Provider's addendum to the UIIA. The Motor Carrier indicated that the Equipment Provider initially billed the wrong Motor Carrier and did not bill the correct party within the established timeframe set forth in Section E.6.c. of the UIIA. The Motor Carrier also believes that the Equipment Provider did not respond timely to its dispute of the charges after it received the invoice from the Equipment Provider outside of the allowed billing period.

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

The Equipment Provider did not respond to the arbitration claim. However, the Equipment Provider's response to the Motor Carrier's initial dispute of these charges was that the trucking company that the Motor Carrier dispatched for this load used another trucking company's SCAC code (Pro Intermodal), which in turn caused the Equipment Provider to initially bill the per diem charges to the wrong company. The Equipment Provider provided a screenshot furnished by the facility showing that Pro Intermodal LLC outgated the container on 09/19/17 and that, the Motor Carrier ingated the container on 09/27/17. The Equipment Provider indicated in an e-mail communication, dated January 11, 2018, that it believes it billed the correct motor carrier within the terms of the UIIA so the invoice is valid.

DISCUSSION:

After careful review of the evidence submitted by the parties, the panel unanimously finds in favor of the Motor Carrier. The panel noted the following:

- The timeline of events and applicable section of the UIIA presented in the letter from the Shelly Law Firm disputing the Equipment Provider's per diem charges on behalf of the Motor Carrier are consistent with the e-mail correspondence between the parties and the contractual documents pertinent to this case.
- The Equipment Provider never responded to this arbitration dispute by the Motor Carrier. The case file information provided by staff included e-mail correspondence from the Equipment Provider to the Motor Carrier that included comments concerning the improper use of another Motor Carrier's SCAC when initially interchanging the equipment. That appears to be the only argument made by the Equipment Provider in this matter. The Equipment Provider never refuted the facts put forth by the attorney for the Motor Carrier.
- The question of improper use of a SCAC code is not material to this case. There were procedures in place through Section E.6.c of the UIIA that allowed the Equipment Provider to bill the charges to the correct Motor Carrier once discovering it had billed the incorrect company.
- The Equipment Provider had plenty of opportunity to invoice the correct Motor Carrier once it was notified that the wrong company had been billed. The incorrectly billed Motor Carrier did notify the Equipment Provider on 11/13/17 that it had been improperly billed. The Equipment Provider had at least 44 days from that notification to bill the correct party. That should have occurred no later than 12/27/17. The Equipment Provider did not invoice the correct Motor Carrier until 01/11/18.
- The Equipment Provider did not follow the requirements of UIIA Section E.6.c in regards to rebilling the per diem charges. As a result, the Equipment Provider forfeited its right to collect the charges from the Motor Carrier.
- The Equipment Provider originally invoiced the wrong Motor Carrier.
- The Motor Carrier provided evidence that the Equipment Provider was informed of the incorrect billing as documented in an email from Guillermo GuSerrez of Pro Intermodal to the EP on November 13, 2017. According to UIIA E.6.c., "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."
- While the original invoice to Pro Intermodal was not provided as part of the case documentation, one can assume that the original invoice timeline (60 days) and dispute (30 days) were met as the total time from gate in to notification totaled 48 days.
- In this instance, the Equipment Provider would have had an additional 30 days to invoice the correct party, but instead did not issue the invoice until these facts were re-confirmed in January of 2018.

DECISION:

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (September 16, 2017) to make its decision:

E. Equipment Use

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]**

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]**

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

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 initial dispute stating that the invoices are no longer sent via USPS and that because similar information was obtained from the UIIA site on both companies (Quick Xpress Delivery & Q X D Enterprises) the Equipment Provider feels that it is obvious that the Motor Carrier simply changed their company name. 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 Motor Carrier. Both the Motor Carrier panel member and the Ocean Carrier panel member agree:

- No conclusive evidence was provided that Quick Xpress Delivery and Q X D Enterprises, Inc. were the same entity and, therefore, responsible for the invoices. Both panel members question why the discrepancy between company names would not have been identified and corrected earlier in the three years of collection efforts so that moving forward invoices reflected the correct company name of the party being billed.
- The EIR documentation for the gate transaction information, although requested by the panel, was not provided by the Equipment Provider making it impossible to determine the validity of the invoices in dispute and also confirm the specific Motor Carrier company identified for each equipment movement.

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

- 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]**

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

G. General Terms

14. Notices:

- b. Notices required under this Agreement from Motor Carrier to Provider, or from Provider to Motor Carrier, shall be in writing and sent via email, by confirmed facsimile or by first class mail, postage paid, and properly addressed to IANA. Alternatively, such written Notice can be personally served, sent by registered or certified mail, postage prepaid, or by a national overnight courier or delivery service, properly addressed to the individual shown in the UIIA subscriber record. Either Party, at any time, may change its address by written Notice to IANA via email, fax or mail. The earlier of (1) the date of receipt or (2) three days after the date such written Notice is given in accordance with this Paragraph shall constitute the initial date of Notice in computing the elapsed

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

CASE REVIEWED AND DECIDED BY:

ROBERT LOYA
Motor Carrier Member

DENNIS MESSING
Ocean Carrier Member

Provider stated that the Motor Carrier did not comply with their addendum, and the first chance they had to correct the invoice was when it was disputed. 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. Both the Motor Carrier panel member and the Ocean Carrier panel member noted:

- The Motor Carrier disputed the original invoice issued in the amount of \$00.00 within the timeframe requirements as outlined in the Agreement.
- The Equipment Provider corrected the invoice upon receipt of the Motor Carrier's communication confirming the actual return date of the equipment. Consequently, the Motor Carrier is responsible for the corrected invoice in the amount of \$00.00.

The Motor Carrier panel member noted that his decision was based solely on the terms of the Section E.6. of the UIIA in that the corrected per diem billed to the Motor Carrier was monies due to the Equipment Provider and not on the Equipment Provider's claim of failure of the Motor Carrier to comply with the terms of its addendum. The Ocean Carrier panel member indicated that based on the evidence and facts presented in the case, he concurred that the Motor Carrier was responsible for the corrected per diem invoice.

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

- 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.
- 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]**

Equipment Providers Addendum: Services Co. LLC - Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement

**7. USE CHARGES AND FREE TIME:
TABLE OF CHARGES**

Type of Equipment	Charges Per Calendar Day after Expiration of Free Time
Dry van Container with or without chassis	Day 1- Day 5 - \$00.00 Day 6 and above - \$00.00
High Cube Container with or without chassis	Day 1- Day 5 - \$00.00 Day 6 and above - \$00.00
Special Equipment (viz)	
Hanger Containers with or without chassis	\$00.00
Tank Containers with or without chassis	\$00.00
Open Top Containers with or without chassis	\$00.00
Flat Rack with or without chassis	\$00.00
Reefer Container with or without chassis	\$00.00
Bare Chassis (See Note 2 Below)	\$00.00

Note 2: If container or chassis is not returned with the free time provided herein, Motor Carrier must give immediate written notification, via e-mail to **e-mail** or by fax (000)000.0000.

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

CASE REVIEWED AND DECIDED BY:

KEVIN LHOTAK
Motor Carrier Member

JIM MICHALSKI
Ocean Carrier 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

In the Dispute Between

Case Number: **20190611-1-XXXG-PD**

Date of Decision: 08/21/2019

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	DT0203842	TRHU2487200	10/16/18	USLAX/USLAX	7/30/18	9/24/18	12/7/18	12/11/18		6/11/19
2	DT0207859	TCNU1853940	12/10/18	USLAX/USLAX	11/13/18	11/27/18	4/15/19	4/19/19		

The Motor Carrier's basis of dispute is Sections E.6.c. and E.6.d of the UIIA. The Motor Carrier disputed these invoices with the EP because they were not received within the 60-day timeframe. The Motor Carrier believes because the invoice was not received within the established timeframe that the Equipment Provider loses its right to collect the charges in accordance with Section E.6.c.

The Equipment Provider responded to the claim stating that the reason for the late billing was due to the terminal not sending the information related to the equipment movement on time and when it was received it did not contain complete information. In addition, the Equipment Provider's LAX equipment control office did not receive the first inquiry on the per diem charges until after the 60-day period had expired. Both terminals where the interchanges occurred resulting in the per diem charges had incorrect SCAC information on file for the trucker. The Equipment Provider believes this may be a trucker issue with not entering the information properly when they interchanged the equipment. Therefore, the Equipment Provider feels that the invoice is valid and should stand.

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 citing Section E.6.c. which clearly states " . . . within sixty (60) days from the date on which Equipment was returned . . . ". 9/24 was the date the Equipment Provider used to calculate per diem charges. It appears the parties were in agreement as to the return date. The Ocean Carrier panel member found in favor of the Equipment Provider arguing that due to the Motor Carrier mis-interchanging the container at ingate, the added time to reconcile the invoice was justified.

Because the modal members could not reach a consensus, the senior DRP panel was brought in to render the final decision pursuant to Sections E.6.c. of the UIIA.

Upon review of the information submitted with the claim, the senior arbitration panel found the case in favor of the Motor Carrier. It was the consensus of all three senior DRP panel members that the invoices under this arbitration claim were issued by the Equipment Provider outside of the 60 day timeframe as well as the 90 day timeframe from the date the equipment was returned in the instance where the Equipment Provider originally issued the invoice to the incorrect party. The panel stated that the Equipment Provider's argument regarding issues with the SCAC Code on the documentation provided by the terminal does not relieve the Equipment Provider from complying with the billing timeframes set forth under the UIIA.

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

- 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]**

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

CASE REVIEWED AND DECIDED BY:

DAVE MANNING

Motor Carrier Senior DRP Panel Member

WILLIAM TRAUB

Rail Senior DRP Panel Member

AL SMERALDO

Ocean Carrier Senior DRP 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

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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

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

The Equipment Provider did not respond to the claim, but they did respond to the Motor Carrier's initial dispute of the charges stating that their per diem department sent invoices on the day the billing was generated. The Equipment Provider also provided a screenshot from within their system showing the contact information they had on file for the Motor Carrier. Therefore, the Equipment Provider feels that the invoices are valid and should stand.

DISCUSSION:

The Motor Carrier panel member indicated that the Motor Carrier is disputing the invoices on the basis that they were not billed in a timely manner. Specifically, they quote E.6.c. of the UIIA where "Provider shall invoice Motor Carrier for Per Diem ... charges within sixty (60) days from the date on which Equipment was returned to the Provider by Motor Carrier".

For two of the invoices, 6490 and 6491, there is no notification of any kind provided from the Equipment Provider to the Motor Carrier prior to an April 29th statement and those invoices were provided on April 30th. As the ingates on these two invoices were Feb 24th and Feb 26th, respectively, they were not invoiced in a timely manner. The reason notifications are required by email is that there can be proof presented that notifications are received. The Equipment Provider did not respond to the arbitration claim and did not provide evidence showing any notification to the Motor Carrier prior to the 60-day timeframe expiring.

For invoices 6403, 6422 and 6423 there was a statement provided on March 4th showing these invoices were outstanding and since the ingates on these containers were between Jan 17th and Jan 31st, this does fall within the 60-day timeframe.

The Motor Carrier panel member noted that the question is whether the email notification on March 4th would constitute an invoice. The Motor Carrier asked for copies of the actual invoices and did not receive them until April 30th. There is no definition for "invoice" in the Definition of Terms section. Under E.6.e. it states, "Provider shall provide the Motor Carrier documentation as is reasonably necessary to support its invoice". The statement provided on March 4th simply shows the container, amount owed and due date. The invoices provided on April 30th provide much greater detail including the outgate date, ingate date, total days, free days, excluded days and due days. It appears that the statement provided on March 4th does not meet the criteria required by Section E.6.e.

For invoices 6490 and 6491, the panel finds in favor of the Motor Carrier as there is no evidence that they were invoiced within the 60-day timeframe required by E.6.c.

For invoices 6403, 6422, and 6423, the panel finds in favor of the Motor Carrier with the Motor Carrier panel member noting that the statement the Equipment Provider provided on March 4th does not meet the criteria for the EP to provide documentation to support its invoice required under Section E.6.e.. Both panel members concurred that the Equipment Provider did not demonstrate that these invoices were issued to the Motor Carrier within the established 60-day timeframe set forth in Section E.6.c. of the UIIA.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

Section E.6. Free Days, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges, Items E.6.c and E.6.e

- 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]**
- e. 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 based on Section E.6.c. and E.6.e. After reviewing the supporting documentation, both panel members find that the EP did not demonstrate that the invoicing activity occurred within the 60-day requirement set forth in the UIIA.

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Panel Member

RONNIE ARMSTRONG
Ocean Carrier Panel Member

DISCUSSION:

The panel carefully reviewed all documents and information provided by the parties. The Motor Carrier panel member indicated that given the facts of the dispute, the additional responses from the Motor Carrier, and the supporting documentation provided by the Equipment Provider, the three invoices in dispute were billed timely pursuant to Section E.6.c. of the UIIA Agreement. The supporting documentation from the Equipment Provider confirms that invoice 702492 was sent to the correct mailing address of the Motor Carrier, and invoices 404854 and 407385 were sent to the correct email address of the Motor Carrier on file with IANA at the time they were generated. The Motor Carrier confirmed that the mail and email addresses were correct. Both panel members concur that there is no dispute by either party that the charges are correct. Thus, the issue being disputed is when the invoices were communicated/ submitted to the Motor Carrier. Both panel members also concur that the invoices were mailed/emailed to the correct parties within the established 60-day timeframe set forth in Section E.6.c. of the UIIA.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provision from the UIIA (January 20, 2020) to make its decision:

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

- 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]**

DECISION:

The panel unanimously finds in favor of the Equipment Provider based on the facts that the invoices were received by the Motor Carrier within the 60-day requirement set forth in Section E.6.c. of the UIIA Agreement.

CASE REVIEWED AND DECIDED BY:

ROBERT LOYA
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: **20210607-6-XXXP-PD**

Date of Decision: 09/16/2021

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Invoice Date	Outgate	Ingate	Date MC stated they received invoices	Date MC disputed the invoices	Date EP responded to MC's dispute
1	NAIM7202860	2/11/21	1/13/21	1/27/21	06/03/21	06/03/21	06/07/21
2	NAIM720078	2/10/21	1/13/21	1/27/21	06/03/21	06/03/21	06/07/21

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of the dispute is Section E.6.c. and G.14.b of the UIIA. The Motor Carrier states that they did not receive invoice Nos. NAIM7202860 and NAIM720078 from the Equipment Provider in accordance with Sections E.6.c. and G.14.b. of the UIIA. The Motor Carrier received a statement from the Equipment Provider on April 26, 2021, listing the two invoices as past due. The Motor Carrier requested the Equipment Provider to provide copies of the invoices and the original emails sent by the Equipment Provider to show the email address used. No further response was received from the Equipment Provider until June 2, 2021, when the Motor Carrier received a shut-out notice from the Equipment Provider. The Motor Carrier requested copies of the invoices again and reminded the Equipment Provider that notices should be sent to the email address on file in the UIIA subscriber record which is uiia@gsltrans.com. Copies of the two invoices were received from the Equipment Provider on June 3, 2021, at which time the Motor Carrier disputed the charges. The Motor Carrier indicated that the invoices were not furnished to them within the established sixty (60) day timeframe set forth in Section E.6.c. of the UIIA. The Motor Carrier asked the Equipment Provider for proof that the invoices were sent within the proper timeframe. The Motor Carrier maintains that proof that the invoices were sent to the correct e-mail address on file in the UIIA subscriber record within the 60-day timeframe was not provided and believes the Equipment Provider has lost its right to bill for the charges.

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

The Equipment Provider responded to the dispute indicating that they had the correct email address on file for the Motor Carrier as uiia@gsitrans.com, and the invoices were available for the Motor Carrier to view within the Equipment Provider's online portal on February 10 and 11, 2021 when the invoices were generated. The Equipment Provider noted that Motor Carriers have to opt in through the Equipment Provider's portal to receive notifications, although the Equipment Provider confirmed that each time an invoice is generated it is automatically sent to the email address the Equipment Provider has on file for the Motor Carrier. The Equipment Provider believes it has complied with Section E.6.c. and G.14.b. and furnished the invoices to the Motor Carrier within the 60-day timeframe and sent them to the correct email address.

DISCUSSION:

The panel carefully reviewed all documents and information provided by the parties. The Equipment Provider's response to the dispute indicates that it had the correct email address on file for the Motor Carrier, and the invoices were available for the Motor Carrier to view within the Equipment Provider's online portal on February 10 and February 11, 2021, when the invoices were generated. However, the supporting documentation from the Equipment Provider does not confirm that the invoices were sent to the correct email address for the Motor Carrier on file in the UIIA subscriber record as required by Section G.14.b.

Based on the above, the panel's findings are the Equipment Provider did not produce sufficient evidence that they complied with Section G.14.b. by sending the invoices to the email address contained within the UIIA subscriber record for the Motor Carrier with the established sixty-day timeframe set forth in Section E.6.c. Therefore, the panel rules in favor of the Motor Carrier.

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:

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

- 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]

G. General Terms, Item G.14.b.

- b. All Notices required under this Agreement shall be in writing and sent via e-mail properly addressed to the individual shown in the UIIA subscriber record. [Revised 05/22/19]

DECISION:

The panel unanimously finds in favor of the Motor Carrier based on Sections E.6.c and G.14.b. of the UIIA.

CASE REVIEWED AND DECIDED BY:

JORDAN HUNT
Motor Carrier Panel Member

TIM AMES
Ocean Carrier Panel Member

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **20210512-4-XXXP-PD**

Date of Decision:

Invoice	Invoice number	Inv. Date	Out Gate	In Gate	Date MC stated they received invoices	Date MC Disputed Inv's	Date EP Responded to MC's Dispute
1	5257129486	11/21/2020	11/4/2020	11/10/2020	3/10/2021	3/10/2021	5/4/2021
2	5257218045	12/13/2020	11/12/2020	12/2/2020	3/10/2021	3/10/2021	5/4/2021
3	5257218046	12/13/2020	11/19/2020	12/2/2020	3/10/2021	3/10/2021	5/4/2021
4	5257282064	12/29/2020	11/12/2020	11/27/2020	3/10/2021	3/10/2021	5/4/2021
5	5257294469	12/31/2020	12/7/2020	12/7/2020	3/10/2021	3/10/2021	5/4/2021
6	5257294470	12/31/2020	12/11/2020	12/24/2020	3/10/2021	3/10/2021	5/4/2021
7	5257327758	1/10/2021	12/16/2020	12/30/2020	3/10/2021	3/10/2021	5/4/2021
8	5257356701	1/18/2021	12/16/2020	1/4/2021	3/10/2021	3/10/2021	5/4/2021
9	5257356702	1/18/2021	12/16/2020	1/6/2021	3/10/2021	3/10/2021	5/4/2021
10	5257356703	1/18/2021	12/16/2020	1/4/2021	3/10/2021	3/10/2021	5/4/2021
11	5257356704	1/18/2021	12/17/2020	1/5/2021	3/10/2021	3/10/2021	5/4/2021

The Motor Carrier basis of dispute is Section E.6.c., G.14.b. and H.1. of the UIIA. The Motor Carrier states that the Equipment Provider did not issue the per diem invoices being disputed within the 60-day timeframe set forth in Section E.6.c. Motor Carrier disputed the charges on March 10, 2021 and did not receive a response from the Equipment Provider until 55 days later on May 4, 2021, which is past the 30 day timeframe for response in the dispute resolution process in the Equipment Provider's addendum and also Section H.1. of the UIIA. Upon receipt of the Equipment Provider's comments to the arbitrator claim, the Motor Carrier

noted that the screen shots provided by the Equipment Provider shows the invoices were sent to (email) which was not the primary e-mail address on file in the UIIA subscriber record at the time of the billing. The e-mail address in the UIIA subscriber record was (email). The e-mail address (email) is the secondary e-mail address for the account. Motor Carrier believes based on the language in Section E.6.c. since the invoices were not received within the 60-day timeframe that the Equipment Provider loses its right to collect the charges so they should not be held responsible for the disputed per diem charges. In addition, since invoices were not sent to the e-mail address on file in the UIIA subscriber record, the Motor Carrier believes the Equipment Provider also did not comply with Section G.14.b.

EQUIPMENT PROVIDER'S RESPONSE

The Equipment Provider responded that invoices were re-sent to Motor Carrier on March 10, 2021 but were originally sent to the Motor Carrier in 2020 and early 2021. They provided a printout from their internal SOSG system that showed the send dates for invoices and the e-mail address that the billings were sent which was (email). The Equipment Provider believes that this provides sufficient evidence to prove the invoices were sent within the established timeframe under Section E.6.c. and that the invoices are therefore valid 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 Motor Carrier panel member found in favor of the Motor Carrier since the Equipment Provider did not transmit the invoices using the e-mail address in the UIIA subscriber record. Thus, the Motor Carrier did not receive the invoices within the 60-day timeframe set for under Section E.6.c. The Motor Carrier panel member also indicated that the Equipment Provider did not respond to the Motor Carrier's initial dispute of the charges within the 30-day timeframe in Section H.1. The Ocean Carrier panel member found the case in favor of the Equipment Provider with the exception of Invoice 5257129486. The Ocean Carrier panel member based its determination on Section E.6.c. that allows the Equipment Provider an additional thirty-days to invoice the correct party should the incorrect party be invoiced originally. The Ocean Carrier panel member noted that based on the original invoice date all invoices with the exception of the one identified above were re-sent to the e-mail address in the UIIA subscriber record on March 10, 2021, which would be within the 90-day period allowed under Section E.6.c. so therefore would be valid as billed.

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 indicated that Section E.6.c. states that the Equipment Provider has sixty days from the date the Motor Carrier returns the equipment to invoice the Motor Carrier for per diem, or ninety days from the date of return to bill the correct party should the Equipment Provider initially bill an incorrect party. Based on the evidence presented, including the ingate dates of the equipment, six of the eleven disputed invoices were resent to the correct e-mail address (email) as shown in the UIIA subscriber record for the Motor Carrier within the 90-day timeframe afforded under Section E.6.c. The panel also noted that the Motor Carrier did not appear to dispute their responsibility for the charges if invoices were billed to the correct e-mail address and within the appropriate timeframe. The Motor Carrier also based its dispute on the fact that the Equipment Provider did not respond to the initial dispute of the charges within the established timeframe. Although the Equipment Provider did not respond to the initial dispute, it does not resolve the fact that the equipment remained out under the Motor Carrier's interchange beyond the free time period allowed. Consequently, the senior panel thought that both parties could have reached a reasonable resolution to this dispute if there had been better communication and the matter had been elevated to senior management within the Equipment Provider's organization. Based on the specific circumstances surrounding this case and the evidence presented, the senior panel believes it is reasonable to hold the Motor Carrier responsible only for those six invoices that were re-sent to the Motor Carrier's correct e-mail address contained in the UIIA subscriber record within the 90-day period the Equipment Provider is afforded under Section E.6.c. as identified below:

Invoice Number	In-Gate Date	Date MC Received Invoice	Number of Days between Ingate & Billing
5257294470	12/24/2020	3/10/21	76
5257327758	12/30/2020	3/10/21	70
5257356701	1/4/2021	3/10/21	65
5257356702	1/6/2021	3/10/21	63
5257356703	1/4/2021	3/10/21	65
5257356704	1/5/2021	3/10/21	64
Total Per Diem Owed			

Note: The senior arbitration panel found that Invoices - #5257129486 (\$0.00), #5257218045 (\$0.00), #5257218046 (\$0.00), #5257282064 (\$0.00), and #5257294469 (\$0.00) were outside of the 90-day timeframe set forth in Section E.6.c. to re-bill the correct party.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

Section E.6. Free Time, Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage Charges, Item E.6.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.

DECISION:

The senior arbitration panel unanimously found that the Motor Carrier is responsible for a portion of the disputed charges in the amount of \$0.00, which covers those invoices resent to the Motor Carrier's correct e-mail address within the 90-day period set forth in Section E.6.c.

Case Initially Reviewed by Modal Arbitration Panel

Dave Hensal, Motor Carrier Panel Member

Leo Imperial, Ocean Carrier Panel Member

Case Reviewed and Decided by the Senior Arbitration Panel

Kevin Lhotak, Senior Motor Carrier Panel Member

Jim Michalski, Senior Ocean Carrier Panel Member

Mike Pagel, Senior Rail 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: **20220119-16-XXXI-PD**

Date of Decision: 05/26/2022

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

See the table attached (Attachment 1) listing 11 invoices involved in this dispute.

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Section E.6.c. of the UIIA. The Motor Carrier initially disputed the invoices for incorrect free time and/or charges within the allowed timeframe pursuant to the UIIA guidelines in Section E.6.c. The Equipment Provider revised the invoices in response to the Motor Carrier's initial dispute, however the Motor Carrier further disputed the revised invoices stating that the Equipment Provider did not complete the billing within 60 days from the date the equipment was ingated and/or street turned. Therefore, the Motor Carrier believes that all the invoices should be cancelled in their entirety.

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

The Equipment Provider's response is that the Motor Carrier's claim is based on the Motor Carrier's belief that any corrected invoice is considered a new billing. The Equipment Provider believes that is not the case in this dispute. A corrected invoice is considered a revised invoice based on the Motor Carrier's dispute. In this dispute, the Motor Carrier claims that the Equipment Provider's should not be able to collect the charges on the revised invoice since it was not issued to the Motor Carrier within the 60-day timeframe under Section E.6.c. of the UIIA. The Equipment Provider contends that the UIIA does not state that a revised invoice has to be issued within 60 days of ingate. The original invoices were billed within 60 days of ingate; therefore, the Equipment Provider believes the billings are correct, and the Motor Carrier is responsible for the per diem charges.

DISCUSSION:

The panel carefully reviewed all documents and information provided by the parties. Based upon the details and facts supported in the documents and evidence submitted, the panel points out that the basis for the Motor Carrier's dispute of all 11 invoices is the same. The Motor Carrier is claiming it was not billed within sixty (60) days of ingate while the Equipment Provider states that they were billed within 60 days of ingate. The

Motor Carrier and Equipment Provider noted that the original invoices were sent to the Motor Carrier within the required sixty (60) day timeframe under Section E.6.c. of the UIIA. Further, it is undisputed that the revised invoices were sent outside of the 60-day window.

The applicable Section E.6.c. of the UIIA is quoted below.

- 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]

The ability to dispute invoices is within the rights of the Motor Carrier under the UIIA, however the resolution of the dispute and corrected invoicing is not required to be completed within the 60-day timeframe. Only the original invoice is required to be sent within this timeframe. If the Motor Carrier is correct in that this timeline applies to revised invoices, then Motor Carriers would be incentivized to delay filing disputes in order to not allow Equipment Providers time to research and submit revised invoices which would not be reasonable. Based on the above, the panel's findings are 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:

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

- 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]

DECISION:

The panel unanimously finds in favor of the Equipment Provider based on Section E.6.c of the UIIA. The Motor Carrier is responsible for payment of the per diem charges in the amount of \$00.00.

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Panel Member

RONNIE ARMSTRONG
Ocean Carrier Panel Member

ATTACHMENT 1

CASE NO. 20220119-16-XXXI-PD Moving Party/Responding Party

Inv	Original Invoice# /Revised Inv#	Container #	Facility	Outgated	Ingated	Date MC rec'd Orig. Inv./Rev. Inv.	Date MC disputed the Orig. Inv./Rev. Inv.	Date EP responded to MC's Initial dispute/Rev. dispute		Notice of Intent Rec'd
1	Orig. (100001240534P)	MSMU 5316390	N.Charleston/Wando	10/22/21	11/11/21	12/09/21	12/27/21	1/12/22		01/19/22
	Revised 100001350408P					1/12/22	1/12/22	1/12/22	62 days	
2	Orig. (100001240590P)	MEDU8721480	Approved Street Turn in SIA	10/28/21	11/11/21	--	12/27/21	1/12/22		
	Revised 100001350507P					1/12/22	1/13/22	1/13/22	62 days	
3	Orig. (100001350508P)	DFSU6546522	N.Charleston/Wando	10/27/21	11/11/21	--	12/27/21	1/12/22		
	Revised 100001350508P					1/12/22	1/13/22	1/13/22	62 days	
4	Orig. (100001240592P)	TCNU2720941	Approved Street Turn in SIA	10/28/21	11/12/21		12/27/21	1/12/22		
	Revised 100001350509P					1/12/22	1/13/22	1/13/22	62 days	
5	Orig. (100001240595P)	CAIU484491	Approved Street Turn in SIA	10/27/21	11/11/21	--	12/27/21	1/13/22		
	Revised 100001357432P					1/13/22	1/13/22	1/13/22	64 days	
6	Orig. (100001240594P)	MSCU5358890	N.Charleston/Wando	10/27/21	11/11/21		12/27/21	1/13/22		
	Revised 100001357434P					1/13/22	1/13/22	1/13/22	64 days	
7	Orig. (100001240596P)	MSDU7187803	Approved Street Turn in SIA	10/25/21	11/10/21	--	12/27/21	1/13/22		
	Revised 100001357435P					1/13/22	1/13/22	1/13/22	65 days	

Inv	Original Invoice# /Revised Inv#	Container #	Facility	Outgated	Ingated	Date MC rec'd Orig. Inv./Rev. Inv.	Date MC disputed the Orig. Inv./Rev. Inv.	Date EP responded to MC's Initial dispute/Rev. dispute	
8	Orig. (100001240597P)	MSMU7330119	N.Charleston/Wando	10/28/21	11/12/21		12/27/21	1/13/22	
	Revised 100001357436P					1/13/22	1/13/22	1/13/22	62 days
9	Orig. (100001240598P)	MSDU8283822	Approved Street Turn in SIA	10/28/21	11/11/21	--	12/27/21	1/13/22	
	Revised 100001357437P					1/13/22	1/13/22	1/13/22	63 days
10	Orig. (100001240600P)	MSMU7330119	N.Charleston/Wando	10/25/21	11/11/21		12/27/21	1/13/22	
	Revised 100001357438P					1/13/22	1/13/22	1/13/22	63 days
11	Orig. (100001240602P)	TRHU8576136	N.Charleston/Wando	10/28/21	11/12/21	--	12/27/21	1/13/22	
	Revised 100001357441P					1/13/22	1/13/22	1/13/22	62 days

**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: **20230221-20-XXXP-PD**

Date of Decision: 09/05/2023

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Inv.	Invoice #	Container#	Inv. Date	Facility	In/out gate Date	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	5260452576		7/14/22			07/14/2022	07/21/2022	No response	02/20/2023
2	Invoice Canceled by EP								
3	5260971363		9/26/22 – Original 10/1/2022 – Revised			9/26/22 – Original 10/1/2022 – Revised	9/26/22 – Original 10/3/2022 – Revised	02/16/2023	
4	5261045207		10/10/22			10/10/2022	10/17/2022	02/16/2023	
5	5261122954		10/20/22			10/20/2022	10/26/2022	02/16/2023	
6	5261263134		11/11/22			11/11/2022	11/14/2022	No response	
7	5261516153		12/27/22			12/27/2022	1/19/2023	No response	

MOTOR CARRIER'S BASIS OF DISPUTE

The Motor Carrier's basis of dispute for invoices 1, 4, and 7 is based on Sections E.6.a. and E.6.d. of the UIIA. The Motor Carrier indicates that it has no record of moving the equipment. The Motor Carrier requested the EIR's from the Equipment Provider to validate the per diem being charged but only received an Excel spreadsheet with one container move listed. Therefore, the Motor Carrier believes that because the Equipment Provider did not provide the proper documentation to prove its billing, the Motor Carrier should not be liable for the per diem on a container it did not move.

The Motor Carrier's dispute of invoices 3 and 5 is based on Section E.6.d. of the UIIA. The Motor Carrier states the containers were loaded for export based on the original earliest return date (ERD), but because the booking rolled and the vessel was pushed a day, the Motor Carrier had to store the container on its yard until the new ERD was received.

The Motor Carrier's dispute of invoice 6 is based on Section E.6.c of the UIIA. The Motor Carrier states that they ingated the container on 8/30/2022 but did not receive the invoice from the Equipment Provider until 73 days after, 11/11/2022. Therefore, the Motor Carrier believes that the Equipment Provider is outside of their 60day timeframe on invoicing the Motor Carrier.

Note: Invoice 2 was cancelled by the Equipment Provider after the case was submitted for arbitration.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE

The Equipment Provider provided a table with the dispute dates and dates resolved, along with some additional back-up documentation. The Equipment Provider believes the Motor Carrier is responsible for the invoices as billed.

DISCUSSION

The panel has carefully reviewed all documents and evidence submitted by the parties. Initially, the panel notes that the dispute regarding invoice 2 has been resolved and Equipment Provider canceled the invoice. The panel addresses the remaining invoices as follows:

Invoice 1: Section H.1. of the UIIA requires an invoicing party to respond in writing to disputed items within 30 days of notice with its decision to accept or deny the invoiced party's dispute. Here, no response was received from the Equipment Provider accepting or denying the Motor's Carrier's dispute under Section H.1. of the UIIA. Therefore, the panel finds in favor of the Motor Carrier.

Invoice 3: The Motor Carrier returned the container on July 20, 2022. The Equipment Provider sent the original invoice on September 26, 2022 and the revised invoice on October 1, 2022. The invoice was not received by the Motor Carrier within 60 days of return of the equipment as required by UIIA Section E.6.c. Therefore, the panel finds in favor of the Motor Carrier.

Invoice 4: The Equipment Provider did not provide the documentation reasonably necessary to support its invoice as required by UIIA Section E.6.e. Therefore, the panel finds in favor of the Motor Carrier.

Invoice 5: The Motor Carrier disputed the invoiced interchange date of September 13, 2022 and stated the ingate date was September 6, 2022. The Equipment Provider did not respond to the dispute within the 30-day time frame set forth under UIIA Section H.1. Therefore, the panel finds in favor of the Motor Carrier pursuant to UIIA Section H.4.

Invoice 6: The Motor Carrier returned the container on August 30, 2022. The Equipment Provider sent the original invoice on November 11, 2022. The invoice was not received by the Motor Carrier within 60 days of return of the equipment as required by UIIA Section E.6.c. Therefore, the panel finds in favor of the Motor Carrier.

Invoice 7: The panel believes both the Motor Carrier and Equipment Provider could have handled this dispute in a more reasonable manner. However, the Equipment Provider produced a gate transaction from the facility operator's terminal operating system identifying the Motor Carrier and tractor number. Therefore, the per diem is valid and the panel finds in favor of Equipment Provider.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL

The panel relied upon the following provisions from the UIIA (April 23, 2021 and July 20, 2022) to make its decision:

E. Equipment Use

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

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]**

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]**

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

H. Default Dispute Resolution and Binding Arbitration Processes, Items H.1. and H.4.

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]**

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 finds as follows based on the invoices submitted under this claim and for the reasons stated above:

Invoice	Decision	Amount
Invoice 1	Panel found in favor of the Motor Carrier based on Sections H.1. of the UIIA.	\$00.00
Invoice 3	Panel found in favor of the Motor Carrier based on Section E.6.c.	\$00.00
Invoice 4	Panel found in favor of the Motor Carrier based on Section E.6.e.	\$00.00
Invoice 5	Panel found in favor of the Motor Carrier based on Section H.1. and H.4 of the UIIA.	\$00.00
Invoice 6	Panel found in favor of the Motor Carrier based on Section E.6.c.	\$00.00
Invoice 7	Panel found in favor of the Equipment Provider based on Section E.6.e.	\$00.00

CASE REVIEWED AND DECIDED BY

DAVID HENSAL
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: **20230223-21-XXXP-PD**

Date of Decision: 08/23/2023

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	Revised Inv.# 5261811881	MRSU 491310		NS Cincinnati/ Cincinnati terminal		08/09/2022	02/17/23	02/17/23	02/23/23	02/23/23
	Original Inv.# 5260848131									

MOTOR CARRIER'S BASIS OF DISPUTE

The Motor Carrier's dispute is based on Section E.6.c. of the UIIA in that the Equipment Provider did not issue the revised invoice within the established 60-day timeframe. The Motor Carrier states that the Equipment Provider sent invoice 5260848131 on September 8, 2022 and that the invoice incorrectly charged the Motor Carrier for per diem through August 15, 2022 even though the equipment was returned on August 9, 2022. The Equipment Provider rejected the original dispute of the invoice, stating the container ingated on August 15, 2022 despite the Motor Carrier providing an ingate EIR showing the equipment ingated on August 9, 2022. The Equipment Provider requested additional documentation related to the original dispute. The Motor Carrier states it provided additional documentation on September 12, 2022, October 12, 2022, October 24, 2022, and November 21, 2022. The Equipment Provider canceled the original invoice on February 17, 2023 and rebilled the correct days on revised invoice 5261811881. The Motor Carrier disputes the revised invoice dated February 17, 2023 for being outside of the 60-day timeframe, but the Equipment Provider refused to cancel the invoice. The Motor Carrier believes the revised invoice should be canceled as it was not billed in compliance with the terms of Section E.6.c. of the UIIA.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE

The Equipment Provider states that invoice 5260848131 was created on September 8, 2022 and the initial dispute by the Motor Carrier was logged on September 9, 2022. The Motor Carrier disputed the invoice, indicating it was billed for the wrong number of days as the equipment ingated on

August 9, 2022, but the Motor Carrier did not provide a copy of the EIR evidencing the date of return with the dispute. Consequently, the Equipment Provider rejected the dispute. The Motor Carrier then provided the EIR to the Equipment Provider on February 17, 2023. The Equipment Provider revised the invoice and issued a revised invoice for the correct amount. The Equipment Provider believes the invoice is valid as billed on revised invoice 5261811881.

DISCUSSION

The panel has carefully reviewed all documents and evidence submitted by the parties. Section E.6.c. of the UIIA states:

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]

Here, the Equipment Provider did not issue a revised invoice within the 60-day timeframe set forth under Section E.6.c. of the UIIA. The equipment ingated on August 9, 2022 and the revised invoice was issued on February 17, 2023. Additionally, the Equipment Provider did not follow the requirements of Section X of its Addendum to the UIIA, which states:

Section X. INVOICE REBILLS

If Provider determines that it has either overcharged Motor Carrier, or has undercharged Motor Carrier, Provider retains right to invoice more than once and to provide Motor Carrier with a revised invoice(s). All re-bills will be invoiced by Provider within the established timeframes set forth in the Agreement.

Therefore, 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 (July 20, 2022) to make its decision:

E. Equipment Use

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

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]**

DECISION

The panel finds in favor of the Motor Carrier based on Section E.6.c. of the UIIA and the evidence and supporting documentation presented in the dispute. Consequently, the Motor Carrier is not responsible for payment of the disputed invoice.

CASE REVIEWED AND DECIDED BY

DAVID HENSAL

Motor Carrier Panel Member

RYAN KOCH

Ocean Carrier Panel Member