

In the Dispute Between

Case Number: **20181130-1-XXXE-PD**

Date of Decision: 05/21/2019

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	See Spreadsheet	Various	See spreadsheet	Various	Various	Various	11/13/18	11/13/18	11/30/18	11/30/18

The Motor Carrier is basing its dispute on Sections E.6.c and E.6.e of the UIIA. The Motor Carrier feels that they should not be held responsible for the invoice amounts due to the following reasons:

- The invoices did not show the correct company name. All the invoices show the company name of Quick Xpress Delivery, not Q X D Enterprises, Inc. The Motor Carrier stated they never did a name change from (name) to the Motor Carriers company name.
- The Equipment Provider did not have their correct email address on file. The Motor Carrier stated that when they received a call from the Equipment Provider regarding the outstanding invoices, they had to provide the Equipment Provider with their correct email address in order for the Equipment Provider to forward the invoices to them.
- The majority of the past due invoices are dated back in 2016, 2017 & beginning of 2018. However, the Motor Carrier states that they did not receive them until 11/13/18 when they received the urgent call from the Equipment Provider regarding a payment request. The Motor Carrier indicates at that time the Equipment Provider sent the invoices to them via the correct email address.

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

**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

)
)
)
)
)
)
)
)
)
)

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

Date of Decision: 10/30/2019

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

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

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

Total disputed: 3,330.00

Total credit/reimbursement: 1,120.00

MOTOR CARRIER'S BASIS OF DISPUTE:

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

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

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

DECISION:

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

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

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

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

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

E. Equipment Use

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

H. Default Dispute Resolution Process/Binding Arbitration Process

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

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

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

CASE REVIEWED AND DECIDED BY:

ROBERT CANNIZZARO
Ocean Carrier Member

BEN BANKS
Motor Carrier Member

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

In the Dispute Between

UIIA MC, .

Appellant, and

UIIA EP,

Respondent

)
)
)
)
)
)
)
)
)
)

Case Number: **20191118-4-XXXR-PD**

Date of Decision: 03/20/2020

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Container #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	100000334950P	MEDU1997939	10/14/2019	GARDEN CITY TERMINAL	8/29/19	9/18/19	10/14/2019	10/31/19	11/4/19	11/18/19
2	100000334953P	MEDU3739260	10/14/2019	GARDEN CITY TERMINAL	8/29/19	9/18/19	10/14/2019	10/31/19	11/4/19	
3	100000335465P	DRYU2461982	10/14/2019	GARDEN CITY TERMINAL	9/12/19	9/26/19	10/14/2019	10/31/19	11/4/19	
4	100000335467P	TCKU2042270	10/14/2019	GARDEN CITY TERMINAL	9/12/19	9/26/19	10/14/2019	10/31/19	11/4/19	
5	100000335468P	MEDU5856266	10/14/2019	GARDEN CITY TERMINAL	9/12/19	9/26/19	10/14/2019	10/31/19	11/4/19	
6	100000337133P	MSCU6619555	10/14/2019	GARDEN CITY TERMINAL	9/18/19	10/2/19	10/14/2019	10/31/19	11/4/19	
7	100000337134P	Mscu6987623	10/14/2019	GARDEN CITY TERMINAL	9/19/19	10/3/19	10/14/2019	10/31/19	11/4/19	
8	100000337135P	MEDU6791540	10/14/2019	GARDEN CITY TERMINAL	9/19/19	10/4/19	10/14/2019	10/31/19	11/4/19	
9	100000337136P	TEMU2369040	10/14/2019	GARDEN CITY TERMINAL	9/19/19	10/7/19	10/14/2019	10/31/19	11/4/19	
10	100000337137P	GLDU3567719	10/14/2019	GARDEN CITY TERMINAL	9/19/19	10/7/19	10/14/2019	10/31/19	11/4/19	
11	100000337138P	CAIU3076280	10/14/2019	GARDEN CITY TERMINAL	9/19/19	10/8/19	10/14/2019	10/31/19	11/4/19	
12	100000337139P	TCLU3657321	10/14/2019	GARDEN CITY TERMINAL	9/20/19	10/9/19	10/14/2019	10/31/19	11/4/19	
13	100000337140P	GLDU9925635	10/14/2019	GARDEN CITY TERMINAL	9/19/19	10/3/19	10/14/2019	10/31/19	11/4/19	
14	100000337141P	TEMU4320456	10/14/2019	GARDEN CITY TERMINAL	9/19/19	10/7/19	10/14/2019	10/31/19	11/4/19	

15	100000337142P	FCIU4086928	10/14/2019	GARDEN CITY TERMINAL	9/19/19	10/3/19	10/14/2019	10/31/19	11/4/19	
16	100000337143P	FCIU6274159	10/14/2019	GARDEN CITY TERMINAL	9/19/19	10/3/19	10/14/2019	10/31/19	11/4/19	
17	100000337144P	MSCU3494916	10/14/2019	GARDEN CITY TERMINAL	9/20/19	10/9/19	10/14/2019	10/31/19	11/4/19	
18	100000337145P	MEDU5468337	10/14/2019	GARDEN CITY TERMINAL	9/19/19	10/4/19	10/14/2019	10/31/19	11/4/19	
19	100000337156P	IPXU3993185	10/14/2019	GARDEN CITY TERMINAL	9/24/19	10/9/19	10/14/2019	10/31/19	11/4/19	
20	100000337157P	MEDU6105399	10/14/2019	GARDEN CITY TERMINAL	9/24/19	10/9/19	10/14/2019	10/31/19	11/4/19	
21	100000338005P	FCIU5775330	10/15/2019	GARDEN CITY TERMINAL	9/18/19	10/2/19	10/15/2019	10/31/19	11/4/19	
22	100000345352P	CAXU6385916	10/31/2019	GARDEN CITY TERMINAL	9/23/19	10/8/19	10/31/2019	10/31/19	11/4/19	
23	100000345355P	TCKU3784503	10/31/2019	GARDEN CITY TERMINAL	9/23/19	10/8/19	10/31/2019	10/31/19	11/4/19	

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute in Sections E.6. and E.6.e. of the UIIA. The Motor Carrier disputed the invoices stating that these charges would fall under the Equipment Provider's separate agreement with the consignee that sets forth the terms of free time between the parties that is different than what is currently contained under the Equipment Provider's UIIA addendum. The Motor Carrier contends that it is not a party to this agreement and that the Equipment Provider's commercial agreement with the consignee supersedes the UIIA and the Equipment Provider should pursue these charges with the entity that is party to this commercial agreement versus the Motor Carrier. In addition, the Motor Carrier also believes that the Equipment Provider failed to provide the required backup documentation to support their invoices.

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

The Equipment Provider responded to the claim stating that if the service contract gives at least the minimum amount of free time that is filed with the UIIA then the Equipment Provider feels that they are compliant with UIIA standards. On these invoices, the Equipment Provider stated that the Motor Carrier received extended free time that is beyond the standard terms contained in their UIIA addendum. If the Equipment Provider was to go by its terms under the UIIA, the invoice the Motor Carrier received would be increased from from \$10,920.00 to \$40,580.00. In addition, the Equipment Provider indicated that the Motor Carrier never requested additional backup documentation to support its invoices. The Equipment Provider also stated that although the Motor Carrier cannot see the specific terms of the commercial agreement between the Equipment Provider and the consignee, they are aware of the amount of free time provided for these moves. The Equipment Provider also noted that after reviewing the Motor Carrier's account, there have been instances in the past where the Motor Carrier paid per diem charges where service contract free time was applied. As the Motor Carrier is the outgoing trucker of record and the containers were out past either addendum or service contract free time (which the Motor Carrier did not refute), the Equipment Provider feels that the Motor Carrier is responsible for the charges as billed.

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 Motor Carrier panel member commented:

- The Intermodal Interchange Executive Committee (IIEC) clearly regards the UIIA as applicable between the Provider and the Motor Carrier even when there is a commercial agreement between the Provider and its customer. Specifically, E.6.d states "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 Equipment Provider." This refers to this exact situation. This provision allows the Motor Carrier to stop any enforcement action against itself until the Equipment Provider works with the customer to resolve any discrepancy regarding the terms of free time as it relates to the invoice being disputed. It does not allow the Motor Carrier to claim the UIIA does not apply. It simply allows the Motor Carrier to put any enforcement action on hold while the number of free days are disputed. There does not appear to be any disagreement as to the number of free days the commercial contract grants to the customer in this case.
- The Motor Carrier also claims that if they had known the terms of the contract between the Equipment Provider and the customer, then they could have unloaded the containers and returned them within the free time allowed. That is not logical since the free time afforded the customer was greater than the standard free time and there was nothing stopping the Motor Carrier from unloading the containers.
- There is also a claim that the Equipment Provider failed to provide documentation as required under E.6.e. There doesn't appear to be any specific claim for documentation. As E.6.d removes the Motor Carrier from any dispute over the number of free days until the Equipment Provider and the customer settle the dispute, there is no need to provide a copy of the actual contract.

The Ocean Carrier panel member agreed stating the Equipment Provider has a commercial agreement with the customer that allows for more free time than is listed in the Equipment Provider's UIIA Addendum. The Equipment Provider accounted for this additional free time in the Per Diem invoicing calculation to the Motor Carrier; an amount that is less than would have been invoiced if calculated solely based on the addendum methodology, which complies with UIIA guidelines.

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:

E. Equipment Use

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

CASE REVIEWED AND DECIDED BY:

CHRIS GILTZ
Motor Carrier Member

RONNIE ARMSTRONG
Ocean 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

**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