

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)	
)	2009625-1-XXXP-PD
UIIA Motor Carrier)	
Appellant, and)	DECISION
)	July 31, 2009
UIIA Equipment Provider)	
Respondent.)	

FACTS: EP invoiced MC for three per diem invoices ,
NYC...8083X \$00 Moves performed in Jan 2009
NYC...5742X \$00 Moves performed in Sept 2008
NYC...5370X \$00 Moves performed in Sept 2008

MC asserts that they could not reasonably address these invoices since they had not received them in a timely manner

BASIS OF CLAIM: MC asserts that they were informed of the invoices by the EP only after attempting to rectify an unrelated issue between the MC, EP and a mutual customer. MC asserts that EP did not exercise due diligence in presenting the invoice for payment, and that had they done so the issue would have been resolved in a timely manner. MC advises that they had changed their address and billing information, notifying UIIA some 18 months prior to the issuance of the invoices, and that had due diligence been exercised by the EP the correct billing information which was listed with the UIIA would have been accessed and the issue would have been resolved.

DISCUSSION: The MC's appeal rests on the contention that their address change and the lack of follow up by EP on the tendered invoices voids the invoices under the rules of the UIIA. EP counters that they sent the invoices as required and did not receive any returned mail and assumed that the address was still valid. Further they assert that any address changes must be sent to EP.

Section G.14.b of the UIIA governs this case.

"Notices required under this Agreement from Motor Carrier to Provider, or from Provider to Motor Carrier, shall be in writing and sent by confirmed facsimile or by first class mail, postage paid, and properly addressed. Alternatively, such written Notice can

be personally served, sent by registered or certified mail, postage paid, 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 the other party sent as provided in this Paragraph. The earlier of (1) the date of receipt or (2) three days after the date which 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.”

The panel reviewed the documentation and determined that the MC had not advised the EP of the move, although they did advise UIIA. The EP sent invoices to the old address, but apparently did not follow up once the invoices became outstanding.

DECISION: The panel unanimously finds that the costs and per diem charges should be borne equally by the MC and the EP. It appears that neither party exercised due diligence to the extent that the invoices could have been mitigated or avoided had the invoices been processed in a timely manner. It is clear from G.14.b. that notices such as changes of address should be sent to each party to the interchange contract. Invoices tendered should be followed up in a prompt manner. We can see that neither situation pertained in this case.

The invoices covered in this decision are:

NYC...8083X \$00 Moves performed in Jan 2009

NYC...5742X \$00 Moves performed in Sept 2008

NYC...5370X \$00 Moves performed in Sept 2008

As stated above each party shall bear the cost of half of the value of the invoices and of the costs to bring this appeal.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

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

In the Dispute Between)	
)	
UIIA MOTOR CARRIER,)	Case Number: 20150626-3-XXXL-PD
Appellant, and)	
)	
UIIA EQUIPMENT PROVIDER,)	Date of Decision: 12/23/15
Respondent)	

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Inv. Date	Amount	Facility	Outgated	Ingated
1	PF1502000827001	2/11/15	\$00.00	Berth 233/Berth 233	12/9/14	12/31/14
2	PF1502001493002	2/17/15	\$00.00	Berth 233/Berth 233	12/9/14	1/3/15
				PCT/PCT	12/25/14	1/15/15
				Berth 233/Berth 233	1/2/15	1/17/15
				PCT/PCT	1/3/15	1/12/15
3	PF1502001348001	2/17/15	\$00.00	Berth 233/Berth 233	1/31/15	2/6/15
				Berth 233/Berth 233	1/31/15	2/6/15
4	PF1504000170001	4/1/15	\$00.00	PCT/PCT	3/16/15	3/24/15
5	PF1504001706001	4/15/15	\$00.00	Berth 233/Berth 233	4/3/15	4/13/15

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 Motor Carrier further states that the Equipment Provider verbally advised them of the invoices on April 3, 2015, during a meeting between the parties regarding another billing issue. The Motor Carrier reported that at that time, the Equipment Provider showed the invoices on a ledger; however, the Motor Carrier states they were never presented with the actual invoices until copies were provided with a suspension notice that was sent to the Motor Carrier on June 3, 2015. The invoice copies show they were sent to the following address: 1532 West Esther Street, Long Beach, CA 90813. The address on file with the UIIA at the time of the billing was: 2350 E. 48th Street, Vernon, CA-90058-0001.

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

The Equipment Provider responded that it is their practice that per diem invoices are sent out every fifteen (15) days 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 no.: (323) 585-9491 and e-mail: Maureen.todd@hansenfreightlines.com, and provided documentation that they transmitted the following invoices via email to Maureen Todd within the appropriate time frame:

Invoice	Invoice #	Inv. Date	Amount	Facility	Outgated	Ingated
3	PF1502001348001	2/17/15	\$00.00	Berth 233/Berth 233	1/31/15	2/6/15
				Berth 233/Berth 233	1/31/15	2/6/15
4	PF1504000170001	4/1/15	\$00.00	PCT/PCT	3/16/15	3/24/15
5	PF1504001706001	4/15/15	\$00.00	Berth 233/Berth 233	4/3/15	4/13/15

The Equipment Provider was unable to provide confirmation that Invoices PF1502000827001 and PF1502001493002 were submitted to the Motor Carrier either by email or fax.

DISCUSSION:

The panel reviewed all documents and evidence submitted by the parties. The Motor Carrier contends 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. Copies of the Invoices show they were sent to 1532 West Esther Street, Long Beach, CA 90813. The Motor Carrier address on file with the UIIA at the time of the billing was 2350 E. 48th Street, Vernon, CA-90058-0001.

The Equipment Provider responded that it is their practice that per diem invoices are sent out every fifteen (15) days via email and/or by fax to a number provided by the Motor Carrier, and provided documentation confirming that they transmitted Invoices PF1502001348001, PF1504000170001 and PF1504001706001 via email to Maureen Todd, at the email address listed above, within the appropriate time frame. The Equipment Provider was unable to provide confirmation that Invoices PF1502000827001 and PF1502001493002 were submitted to the Motor Carrier either by email or fax.

The panel has carefully reviewed this case and has reached a decision that the Equipment Provider did timely submit Invoices PF1502001348001, PF1504000170001 and PF1504001706001, but the Equipment Provider failed to provide confirmation that Invoices PF1502000827001 and PF1502001493002 were timely submitted. Therefore, the panel finds in favor of the Equipment Provider with regard to Invoices PF1502001348001, PF1504000170001 and PF1504001706001; and in favor of the Motor Carrier as to Invoices PF1502000827001 and PF1502001493002.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (January 26, 2015) to make its decision:

E. Equipment Use

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]**

G. General Terms

G.14.b. Notices – 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.

DECISION: The panel unanimously finds in favor of the Equipment Provider with regard to Invoices PF1502001348001, PF1504000170001 and PF1504001706001; and in favor of the Motor Carrier as to Invoices PF1502000827001 and PF1502001493002.

CASE REVIEWED AND DECIDED BY:

ROBERT A. CURRY
Motor Carrier Member

DAVE DALY
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

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

**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