

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: 20140619-3-XXXC-PD
Appellant, and)	
)	
UIIA Equipment Provider)	Date of Decision: October 8, 2014
Respondent)	

UNDISPUTED FACTS: The Equipment Provider (EP) sent the Motor Carrier (MC) the following two per diem invoices:

Invoice NYC9080565250X – Invoice Date: 6/2/2008 – amount \$00.00 (Moving Party disputing \$00.00 of invoice)

Invoice NYC9080775624X – Invoice Date: 8/1/2008 – amount \$00.00 (Moving Party disputing \$00.00 of invoice)

(Note: Only Invoice NYC9080775624X is applicable to this arbitration claim. Invoice NYC908056250X is dated prior to August 1, 2008 so is not acceptable for submission under the binding arbitration process.)

ISSUE:

The MC submitted claim for binding arbitration against EP seeking reimbursement of above per diem charges that the MC alleges the EP billed for on weekends and holidays. The MC disputes these invoices stating that it believes billing of per diem charges on weekends and holidays is prohibited by California Business & Professions Code Section 22928 (Copy of CA Code Section 22928 attached). In addition, the MC believes that this dispute requires an interpretation of a California regulatory statute (CA Code Section 22928), which does not fall within the subject matter encompassed by the UIIA's arbitration provision.

EP contends that MC did not dispute any of the above invoices within the 30 day timeframe set forth in the EP's addendum. In addition, none of the per diem in dispute were assessed for any days that were weekends or holidays. The days billed were for a Thursday, Friday and Monday so therefore the billing did not violate CA Code Section 22928. The EP also indicates that this claim clearly falls within the UIIA arbitration provision since the arbitration panel would not be required to interpret the California statute since there is now a case precedent that was rendered by a federal district court in California that interprets the relevant provisions of this statute.

As additional background material leading up to this claim, MC filed a complaint for a class action lawsuit in the U.S. District Court, Central District of California, against the EP. The MC in the class action lawsuit seeks reimbursement of unlawful fees assessed against this class (California MCs) as well as injunctive relief under the Unfair Competition Laws, California Business & Professions Code Section 17200. This complaint was filed on April 7, 2011 and served on the EP on May 24, 2011. The EP in turn filed a petition to dismiss the class action lawsuit for lack of subject matter or in the alternative to compel arbitration of this matter under the UIIA on December 21, 2011. On October 4, 2013, stipulations regarding EP's petition to compel arbitration was filed, which on October 25, 2013 the superior court of California granted the EP's petition to compel arbitration of the matter under the UIIA.

DISCUSSION:

The panel reviewed all documents and evidence submitted by the parties and reached the following decision:

- Both companies were participants in the UIIA when the disputed per diem charges were originally billed and as such, agreed to be bound by the provisions of the UIIA including the binding arbitration procedure.

- Exhibit D of the UIIA sets forth the guidelines for binding arbitration. Item D.7. indicates that all claims must have been initially disputed through the standard dispute resolution process contained in the EP's addendum or absent a dispute process in the EP's addendum, the default process contained in the base Agreement. The EP's Addendum specifically requires that the MC advise the EP in writing of any disputed items on the EP's invoice within 30 days of the receipt of such invoice. There was no evidence presented in this case that validated the MC met this requirement by disputing the per diem charges within this specified timeframe. As a result, the MC lost its right to pursue a claim for relief and subsequent reimbursement of those charges now.
- The question of whether the provisions of the California Business & Professions Code Section 22928 precluded billing for per diem charges that incurred over a weekend or holiday did not come into play since the MC failed to comply with the requirements of the EP's Addendum and Exhibit D of the base UIIA Agreement, by not initially disputing the charges with the EP within the specified timeframe. In addition, the days billed by the EP were not for a weekend day or holiday.
- Although the issue of California Business & Professions Code Section 22928 did not come into play in this decision, it should be noted that because there is now a case precedent that provides an interpretation of California Business & Professions Code Section 22928, a claim involving this subject matter would be acceptable for submission under the UIIA binding arbitration process. Because of the precedent case decision rendered in case CV11-02952 DDP, which states that an EP is only precluded from assessing per diem on a weekend or holiday when the facility gate is closed, the arbitration panel would no longer be required to interpret a state statute.
- The panel finds in favor of the EP in this case based on the following provisions in the UIIA and the EP's Addendum:
 - **Invoices – Dispute Resolution (effective April 18, 2008 – note EP's Addendum provided by Responding Party in claim was not the version of the addendum in effect at the time of the billing.)**

"Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within 30 days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within 30 days of receipt of Motor Carrier's notice and will either provide verification for the charges as invoiced or will issue a credit to Motor Carrier's account for any amount not properly invoiced. Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. In the event that charges have been verified by Provider are again rejected and disputed by the Motor Carrier for whatever reasons, Provider reserves its rights and remedies under the law to compel payment of such charges."
 - **Section H. Dispute Resolution Process (effective August 1, 2008)**

"Dispute Resolution Process: Parties shall utilize the mandatory and binding Dispute Resolution Process, in accordance with the guidelines listed in Exhibit D, to arbitrate matters relating to per diem/use, maintenance and repair or lost/stolen equipment charges. All claims must have been disputed initially through the standard dispute resolution process under the UIIA/EP Addenda and meet the criteria outlined in Exhibit D. [Added 08/01/08]"
 - **Exhibit D, Item 7. – Dispute Resolution Process Guidelines (Revised: September 1, 2009)**

"All claims must have been disputed initially through the standard dispute resolution process under the UIIA/EP Addenda. In absence of a dispute resolution process contained in the Provider's Addendum, the default process in the UIIA will be utilized in which a Motor Carrier has 30 days from the date of an invoice for M&R or Per Diem claims to dispute the invoice to the Provider. The Provider must respond to the Motor Carrier within 30 days from the date of the notice of the dispute. The Motor Carrier will have 15 days from the date of the Provider's response to either pay the claim(s) or to seek arbitration."

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

In the Dispute Between

Case Number: **20150616-6-XXXN-PD**

Date of Decision: 02/01/2016

Inv #	Invoice	Inv. Date	Amount	Container #	Facility	Outgated	Ingated	Date MC stated they rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute
1	PD00127837	2/2/15	\$0.00	DFSU7024142	WBCT/WBCT	1/12/15	1/27/15	2/3/15	2/3/15	
2	PD00127645	1/26/15	\$0.00	CCLU3329080 CCLU3374109 CCLU4627602	WBCT/WBCT WBCT/Seaside STS WBCT/WBCT	1/10/15 1/8/15 1/5/15	1/20/15 1/20/15 1/12/15	1/29/15	2/3/15	
3	PD00127444	1/19/15	\$0.00	CCLU4462781 CCLU4465190 CCLU4488240	WBCT/WBCT WBCT/WBCT WBCT/WBCT	1/2/15 12/31/14 1/2/15	1/13/15 1/12/15 1/13/15	1/22/15	2/3/15	

The Motor Carrier's basis of dispute is Section G.12 of the UIIA (Force Majeure). Due to port congestion that existed at the Ports of Los Angeles and Long Beach, the Motor Carrier stated that force majeure conditions existed at the port and that steamship lines declared a de facto force majeure by assessing port congestion surcharges under their Federal Maritime Commission ("FMC") filed tariffs. The Motor Carrier further stated that, on a daily basis, steamship lines and terminal operators unreasonably refused, diverted, changed, split and preconditioned the return of equipment in the name of "port congestion." The Motor Carrier stated that these conditions prevented it from returning equipment within the allowable free time period.

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The Equipment Provider did not submit comments to the arbitration claim. In addition, there was no evidence presented that the Equipment Provider responded to the Motor Carrier's initial dispute of the charges. The Equipment Provider did, however, provide confirmation of the terminal's normal business hours, the dates the facility was closed and if the facility provided turn away tickets, as follows:

- Monday – Thursday – 0700 – 0300
- Friday and Saturday 0700 – 1500, Sundays Closed
- Terminal closed January 8th (closed 2nd shift)

The Equipment Provider noted that the WBCT facility does not give turn away tickets to Motor Carriers.

DISCUSSION:

The Motor Carrier submitted its basis and narrative relating to the initial dispute of the charges as its supporting documentation for this claim. The Motor Carrier also submitted several news articles related to the port congestion; however, this information was not specific to the facility associated with this claim. The Motor Carrier believes that force majeure conditions existed that precluded its ability to return the equipment within the specified free time.

The Equipment Provider provided information relating to the business operating hours for the WBCT facility. No further comments were submitted.

In identifying a situation as falling under the Force Majeure provision of the UIIA, the arbitration panel must consider the evidence presented and determine whether the supporting documentation proves that the conditions that existed as result of the port congestion impacted the ability of the Motor Carrier to return the equipment to the EP within the allowable free time.

DECISION:

The panel carefully reviewed all documents and evidence submitted by the parties. Based upon the supporting documents and evidence, the Motor Carrier panel member finds in favor of the Motor Carrier stating that the Motor Carrier sent a letter to the Equipment Provider on February 3, 2015, demanding that all per diem invoices issued prior to that date be immediately suspended. The Motor Carrier panel member states the demand in the notice was very specific and applied to per diem charges on any interchanged equipment. In addition, the Equipment Provider did not respond to the demand made by the Motor Carrier within the thirty (30) day period required in Section H.1 of the UIIA and, as a result, the Equipment Provider lost its right to collect the disputed charges per Section H.4.

The Ocean Carrier panel member finds in favor of the Equipment Provider arguing that there is no record that the Equipment Provider recognized the February 3, 2015 e-mail sent by the Moving Party, as a dispute of any of the listed invoices as required by Section H.1 of the UIIA. The Ocean Carrier panel member notes that each of the containers were returned and invoiced by the date that the letter was sent, February 3, 2015, and yet the only suggestion made by the Motor Carrier to the Equipment Provider is to "suspend per diem charges on any interchanged equipment in the Port of Los Angeles and Long Beach until the PMA and the ILWU execute a new labor agreement". As these containers were already returned on

the date of the letter, they do not fall into the category of “any interchanged equipment”. Regardless of this, the Ocean Carrier panel member does not believe the letter constitutes a dispute with regard to the equipment mentioned in the invoices as required under Section H.1. of the UIIA.

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

The Rail panel member also finds in favor of the Equipment Provider stating that it is his opinion that the Motor Carrier’s February 3, 2015, letter addressed to “To Whom It May Concern” with a blanket statement “immediately suspend per diem charges on any interchanged equipment...” did not provide sufficient information on which units were being disputed. In addition, there was no proof provided by the Motor Carrier that it was unable and/or prevented from returning the equipment due to the port congestion. Without this type of evidence being presented, the Rail panel member does not believe any relief from the per diem charges is warranted and that the per diem charges are valid as billed by the Equipment Provider.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (October 01, 2014) to make its decision:

G. General Terms

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

H. Default Dispute Resolution and Binding Arbitration Processes

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 or maintenance and repair invoices, the following default dispute resolution process will apply:

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s). Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party’s notice. 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 04/14/11]

4. Should the Invoicing Party fail to respond to the Invoiced Party's dispute of an invoice relating to Per Diem or maintenance and repair 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 [4/14/11]

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

CASE REVIEWED AND DECIDED BY:

TIM WILLIAMS
Rail Carrier Member

ROBERT CANNIZZARO
Ocean Carrier Member

FRED HUENNEKENS
Motor Carrier Member

CASE – 20160304-1-XXXP-PD Moving Party: MC /Responding Party: EP

Below is a summary of the invoices being disputed under this arbitration claim:

Inv	Invoice #	Unit #	Inv. Date	Amount	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	BLAI0230060	CMAU0521507	11/13/14	\$00.00	BNSF-Corwith/ CN-Harvey	10/6/14	10/21/14	11/13/14	11/17/14	11/17/14*	3/4/16

*Note: The claim for binding arbitration was precipitated by the Equipment Provider's original email advising the Motor Carrier that charges would be cancelled and then 14 months later notifying the Motor Carrier that the same charges were still owed. Motor Carrier again disputed charges and Equipment Provider responded on February 25, 2016 issuing a suspension notice, which resulted in Motor Carrier's submission of claim for binding arbitration.

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Sections E.6. and H.1 of the UIIA. The Motor Carrier stated that they received an invoice on November 13, 2014. The Motor Carrier disputed the invoice on November 17, 2014. The Equipment Provider responded shortly thereafter confirming that the invoice would be cancelled and rebilled. For this reason, the Motor Carrier felt that there was no need to move forward with their dispute with EP dispute team. However, on February 3, 2016, fourteen (14) months later, the Motor Carrier received a statement from the Equipment Provider identifying that the charges it believed had been cancelled in November 2014 were still owed. The Motor Carrier made the Equipment Provider aware of this fact and that it had originally disputed the invoice because the customer never informed them of when to pick up the empty container. It was later disclosed that the Equipment Provider's customer was using the incorrect email address for the Motor Carrier. There was no further communication from the Equipment Provider until the Motor Carrier received a shut-out notice on February 25, 2016, at which point the Motor Carrier submitted the claim for binding arbitration. For the reasons set forth above, the Motor Carrier does not believe it is liable for payment of the invoice.

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

EP responded on behalf of EP stating that it confirms the facts as stated below:

- The dispute process as outlined in the EPs tariff as well as at the bottom of the invoice in question specifically states: “Disputes must be sent to EP’s email address_within 30 days of invoice date.”

The dispute was raised timely; however, it was raised to the EPs Customer Service Team instead of the dispute team email. The proper dispute process as stated above was not followed by the trucker. Proper review of the invoice and the circumstances surrounded by it were not followed by the Customer Service Team and is the exact reason that the disputes process was created. Dispute Team members have been properly trained to review all angles of invoice disputes in order to avoid situations like this.

The Equipment Provider stands by its claim that this invoice should remain billable as charged as the trucker eliminated their opportunity to arbitrate because the proper dispute process was not followed.

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 stated:

- There is a clear message from EP that they intended to cancel the invoice. If the trucker had contacted the incorrect party, the person who confirmed that they were cancelling the invoice should have redirected the trucker to the correct party; and
- The Ocean Carrier panel member also agrees with the trucker’s response that empty notification was given on a Friday and it is reasonable that the trucker picked up the container on next working day, which was a Monday.

The Motor Carrier panel member agreed with the Ocean Carrier panel member decision.

DECISION:

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (October 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
 - 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

H. Default Dispute Resolution and Binding Arbitration Processes

- 1. In absence of a dispute resolution process contained in the Provider's Addendum that establishes timeframes for signatories to the Agreement to dispute invoices and respond to the dispute with respect to Per Diem or maintenance and repair invoices, the following default dispute resolution process will apply:

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s). Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party's notice. 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 04/14/11]**

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

CASE – 20170406-13-XXXL-PD Moving Party: /Responding Party:

Below is a summary of the invoices being disputed under this arbitration claim:

Invoice	Invoice #	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	SPEE001565	12/20/16	Los Angeles/Los Angeles	12/02/16	12/12/16	12/27/16	01/20/17	No response from EP	04/06/2017
2	SPEE001650	01/03/17	Phoenix/Los Angeles	12/12/16	12/27/16	01/03/17	01/20/17	No response from EP	
			Los Angeles/San Pedro	12/8/16	12/19/16				
			Los Angeles/San Pedro	12/12/16	12/20/16				
3	SPEE001785	01/12/17	Los Angeles/San Pedro	12/13/16	01/04/17	01/12/17	02/09/17	No response from EP	

MOTOR CARRIER'S DISPUTE

The Motor Carrier is basing its dispute on Sections H.1, H.4 of the UIIA & Section II of the Equipment Providers addendum to the UIIA. The Motor Carrier's basis of dispute is that the EP did not respond to their dispute within the required 60days timeframe. Therefore, the Motor Carrier feels that the Equipment Provider should lose its rights to collect such charges and its ability to pursue binding arbitration under this agreement and under the terms of the Provider's Addendum.

EQUIPMENT PROVIDER'S RESPONSE

The Equipment Provider provided no response to the claim or the Motor Carrier's initial dispute.

DISCUSSION

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 20150910-4-XXXD-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. The Responding Party agreed with Staff's determination that the prior case decision was the same. However, the Moving Party provided no comment. Therefore, this decision was based on the prior case decision, case 20150910-4-XXXD-PD & its applicability to this current claim. Section H.4. provides that the Invoicing Party will lose its right to collect charges if it fails to respond to disputed invoices "... within the established timeframes in the Provider's Addendum, or in the absence of a dispute resolution process in the Provider's Addendum, the default dispute resolution process is Section H.1".

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

H. Default Dispute Resolution and Binding Arbitration Processes

1. In absence of a dispute resolution process contained in the Provider's Addendum that establishes timeframes for signatories to the Agreement to dispute invoices and respond to the dispute with respect to Per Diem or maintenance and repair invoices, the following default dispute resolution process will apply:

Invoiced Party shall advise Invoicing Party in writing of any disputed items on invoices within 30 days of the receipt of such invoice(s). Invoicing Party will respond in writing to such disputed items within 30 days of receipt of Invoiced Party's notice. 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 04/14/11]**

4. Should the Invoicing Party fail to respond to the Invoiced Party's dispute of an invoice relating to Per Diem or maintenance and repair 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 [4/14/11]**

APL Co. Pte Ltd – Addendum to the Uniform Intermodal Interchange and Facilities Access Agreement [Revised: November 24, 2016]

II. Method of Dispute Resolution

Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within 30 days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within sixty (60) days of receipt of Motor Carrier's notice and will either provide verification for the charges as invoiced or will issue a credit to Motor Carrier's account for any amount not properly invoiced.

Such disputes do not constitute valid grounds for withholding or delaying payments of undisputed charges as required by the Terms of this Agreement. In the event that charges which have been verified by the Provider are again rejected and disputed by Motor Carrier for whatever reasons, Provider reserves its rights and remedies under the law to compel payment of such charges. In the event any disputed items involve Eagle Credits (I.E. above) it will not be the Provider's obligation to supply reports detailing all such Eagle Credits as earned to the Motor Carrier by invoice.

DECISION: Found in favor of the Motor Carrier.

Based on H.1. previous case decision 20150910-4-XXXD-PD

**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: **20190509-5-XXXL-PD**

Date of Decision: 10/01/2019

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

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

1

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

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

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

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

DECISION:

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

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

E. Equipment Use

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

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

H. Default Dispute Resolution and Binding Arbitration Processes

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

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

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

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

CASE REVIEWED AND DECIDED BY:

DAVE HENSAL
Motor Carrier Member

LEO IMPERIAL
Ocean Carrier Member

**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: **20210524-13-XXXI-PD**

Date of Decision: 11/6/2021

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

Invoice	Invoice #	Equipment #	Inv. Date	Original Outgate 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	DT0267695	BEAU4319729	4/5/21	Garden City Terminal	2/22/21	3/23/21	4/7/21 - org. inv. 5/23/21 - revised inv.	4/8/21 - original inv 5/24/21 - revised inv.	5/20/21 original inv. & 5/24/21 revised inv.	5/24/21
		FFAU1272726	4/5/21	Garden City Terminal	3/4/21	3/25/21	Same as above	Same as above	Same as above	Same as above
		MAGU5780590 /DCLZ408032	4/5/21	Garden City Terminal	2/23/21	3/19/21	Same as above	Same as above	Same as above	Same as above
		SEGU6804807	4/5/21	Garden City Terminal	2/23/21	3/17/21	Same as above	Same as above	Same as above	Same as above
		TCNU4802843/ TSXZ652469	4/5/21	Garden City Terminal	2/16/21	3/16/21	Same as above	Same as above	Same as above	Same as above
		TLLU4937789	4/5/21	Garden City Terminal	2/10/21	3/17/21	Same as above	Same as above	Same as above	Same as above
		YMLU8837390	4/5/21	Garden City Terminal	2/16/21	3/17/21	Same as above	Same as above	Same as above	Same as above

***Note: Above is the revised invoice that was issued to the Motor Carrier on 5/23/21 that Motor Carrier continued to dispute stating the Equipment Provider did not respond to the dispute within the appropriate timeframe.**

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's dispute is based on Section H.1. of the UIIA. The Motor Carrier states that the Equipment Provider did not respond in a timely manner to its initial dispute of the charges on invoice DT0267695. The Motor Carrier disputed the charges on April 8, 2021 because the free time was incorrect based on the fact the Equipment Provider did not apply the street turns associated with the moves of the units. The street turn approvals were attached to the April 8, 2021 email disputing the charges. The Equipment Provider did not respond to the Motor Carrier's dispute until May 20, 2021 and then issued a revised invoice on May 23, 2021. The Equipment Provider's response was outside of the 30-day timeframe of receipt of the Motor Carrier's initial dispute of the charges under Section H.1. of the UIIA. Consequently, the Motor Carrier believes that because the Equipment Provider did not respond to the Motor Carrier's dispute within the established 30-day timeframe the Equipment Provider lost the right to collect the charges on the invoice.

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

The Equipment Provider responded to the Motor Carrier's initial dispute regarding the free time on May 20, 2021, requesting a representative of the Equipment Provider to check the SIA information that the Motor Carrier had provided to confirm if the free time should be adjusted. On May 23, 2021, the Equipment Provider issued an adjusted invoice to the Motor Carrier after applying the SIA information. The Motor Carrier continued to dispute the charges because the Equipment Provider did not respond to the initial dispute within 30 days. The Equipment Provider responded on May 24, 2021, indicating that they believe the charges are valid as billed under the adjusted invoice. The Equipment Provider did not respond to the binding arbitration claim with any further comments.

Note: The default dispute resolution process set forth under Section H.1. is utilized should the Equipment Provider not have its own dispute resolution in its addendum. The Equipment Provider in this claim does have its own dispute resolution process in its addendum which provides the same terms as Section H.1., with the Equipment Provider having 30 days from receipt of dispute to respond to the Motor Carrier's dispute of charges.

DISCUSSION:

The panel carefully reviewed all documents and information provided by the parties. The Motor Carrier panel member's summary of the facts is that the Motor Carrier received invoice DT0267695 on April 7, 2021 and disputed the invoice with the Equipment Provider on April 8, 2021. As of May 20, 2021, the Equipment Provider had not responded to the dispute but started the process internally to check and see if the invoices should be adjusted. This was done and sent by email to the Motor Carrier on May 23, 2021.

The Ocean Carrier panel member's review of this case indicates the Motor Carrier performed timely actions by receiving approval from the Equipment Provider to street-turn the units in question. The Equipment Provider's clock continues to accrue detention against original use of the equipment and the Equipment Provider invoiced the Motor Carrier accordingly. The Motor Carrier disputed in a timely manner, however the Equipment Provider failed to meet the time requirements under UIIA in responding to the dispute.

The basis of the dispute by the Motor Carrier is that the Equipment Provider did not reply to the dispute within the timeframe required by Section H.1. of the UIIA. The Equipment Provider states it responded to the dispute on April 8th, however, the documents reflect that it was simply an internal email to another group within the Equipment Provider offices requesting to check if the invoices were correct. On May 20, 2021, there was another internal email requesting the invoice to be adjusted. The Motor Carrier received the adjusted invoice on May 23, 2021. Simply sending an email asking another group within the Equipment Provider's organization to investigate does not constitute a response to a dispute.

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

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

In addition, Section H.4. of the UIIA states that should the Invoicing Party fail to respond to the Invoiced Party's dispute within the established timeframe, which in this case is thirty days from receipt of the Invoiced Party's dispute, the Invoicing Party loses its right to collect the charges.

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

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

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

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

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

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

4. Should the Invoicing Party fail to respond to the Invoiced Party's dispute of an invoice relating to Per Diem, maintenance and repair or Equipment use/rental charges within the established timeframes in the Provider's

Addendum, or in absence of a dispute resolution process in the Provider's Addendum, the default dispute resolution process in Section H.1., the Invoicing Party will lose its right to collect such charges and its ability to pursue binding arbitration under Exhibit D of the Agreement. **[Revised 05/01/17]**

DECISION:

The panel unanimously finds in favor of the Motor Carrier based on Section H.1. and H.4. of 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,

UIIA EP,

Respondent.

Case Number: **20220610-29-XXXI-PD**

Date of Decision: 1/24/2023

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	100001579801P (original Invoice)	MEDU4331259	4/5/2022	Not provided	2/22/2022	3/01/2022	4/06/2022	4/06/2022	5/23/2022	6/10/2022
2	100001710201P (revised invoice)	MEDU4331259	4/5/2022	Not provided	2/22/2022	3/01/2022	5/23/2022	5/24/2022	5/24/2022	6/10/2022

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier is basing its dispute on Sections H.1. and H.4. of the UIIA. The Motor Carrier received a per diem invoice on April 6, 2022 and disputed the invoice the same day indicating that the Equipment Provider did not calculate the free time and charges correctly. The Equipment Provider responded to the Motor Carrier's dispute on May 23, 2022, which was over the established 30-day timeframe for the Equipment Provider to respond to a Motor Carrier's dispute pursuant to Section H.1. of the UIIA. On May 23, 2022, the Equipment Provider's response was the issuance of a corrected invoice. The Motor Carrier believes that since the Equipment Provider's response to the dispute was outside of the established 30-day timeframe it loses the right to collect the charges in accordance with Section H.4. of the UIIA.

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

The Equipment Provider responded stating that it revised the invoice according to the dispute submitted by the Motor Carrier. The invoice was reduced to the amount that the Motor Carrier agreed was correct. The Equipment Provider stated that there is nothing in the UIIA that states that the undisputed part of the charge must be waived. The Equipment Provider indicates that the remaining balance that was billed was not part of the Motor Carrier's original dispute. The Equipment Provider added that once a decision is rendered in this case, Section H.4. should be modified so it is clear as to the intent of the meaning of this provision in the UIIA.

DISCUSSION:

The panel carefully reviewed all documents and information provided by the parties. The Motor Carrier panel member's summary of the facts is that the dispute centers around Section H.4. of the UIIA. The Motor Carrier received invoice No. 100001579801P on April 6, 2022 and disputed the invoice on the same date with the Equipment Provider. The Motor Carrier complied with the initial dispute requirements under Section H.1. of the UIIA. The Equipment Provider did not address or respond to the dispute within the 30 days specified in Section H.4. of the UIIA.

The Motor Carrier states that Section H.4. eliminates the ability of the Equipment Provider to collect any charges on the invoice. The Equipment Provider interprets Section H.4. to mean that the Equipment Provider cannot challenge the part of the invoice that was disputed, but there is no time limit to issue a corrected invoice.

Section H.4. of the UIIA states:

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 is in Section H.1., the Invoicing Party will lose its right to collect such charges and its ability to pursue binding arbitration under Exhibit D of the Agreement. **[Revised 05/01/17]**

The Motor Carrier panel member also noted that the Equipment Provider issued a revised invoice, No. 100001710201P, on May 23, 2022 however, the revised invoice was dated April 5, 2022. The Motor Carrier panel member indicated that the Equipment Provider should be notified that a revised invoice cannot be backdated to appear that the invoice was created on the date the original invoice was issued. This is precisely the reasoning behind establishing timelines in the UIIA.

The Ocean Carrier panel member concurred with these findings and added that Section H.4. precludes an Equipment Provider from collecting charges on an invoice that was disputed within the appropriate timeframe by the Motor Carrier, but the Equipment Provider did not respond within the established timeframe. Based on all of the above, the panel finds in favor of the Motor Carrier.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

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

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

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

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

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

DECISION:

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

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: **20220318-5-XXXE-PD**

Date of Decision: 08/29/2022

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

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

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

MOTOR CARRIER'S BASIS OF DISPUTE:

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

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

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

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

DISCUSSION:

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

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

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

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

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

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

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

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

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

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

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

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

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

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

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

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

DECISION:

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

CASE REVIEWED AND DECIDED BY:

PETER SCHNEIDER
Motor Carrier Panel Member

TIM AMES
Ocean Carrier Panel Member

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

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

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

Date of Decision: 11/21/2022

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

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

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

MOTOR CARRIER'S BASIS OF DISPUTE:

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

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

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

DISCUSSION:

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

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

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

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

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

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

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

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

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

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

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

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

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

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

DECISION:

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

CASE REVIEWED AND DECIDED BY:

MATTHEW SCIASCIA
Motor Carrier Panel Member

JIM MICHALSKI
Ocean Carrier Panel Member

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

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

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

Date of Decision: 05/08/2023

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

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

MOTOR CARRIER'S BASIS OF DISPUTE:

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

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

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

The Equipment Provider responded to the claim stating the following:

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

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

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

DISCUSSION:

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

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

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

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

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

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

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

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

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

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

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

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

DECISION:

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

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

CASE REVIEWED AND DECIDED BY:

PETER SCHNEIDER
Motor Carrier Panel Member

RYAN KOCH
Ocean Carrier Panel Member

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

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

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

Date of Decision: 05/03/2023

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

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

MOTOR CARRIER'S BASIS OF DISPUTE:

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

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

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

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

DISCUSSION:

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

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

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

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

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

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

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

DECISION:

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

CASE REVIEWED AND DECIDED BY:

BEN BANKS
Motor Carrier Panel Member

PHILLIP SUMMERS
Ocean Carrier Panel Member

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

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

Case Number: **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: **20230313-26-XXXP-PD**

Date of Decision: 09/08/2023

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	2121864991	FANU1571700	11/30/22	Landers IL/ITI Intermodal	11/2/2022	11/7/2022	11/30/2022	12/6/2022	3/12/2023	3/13/2023

***Three invoices submitted under this claim were either canceled by the Equipment Provider or rejected as not meeting binding arbitration criteria.**

MOTOR CARRIER'S BASIS OF DISPUTE

The Motor Carrier's dispute is based on Sections H.1. and H.4. of the UIIA. The Motor Carrier states that invoice 212864991 was billed with the wrong number of days. The Motor Carrier disputed the invoice on December 6, 2022. The Motor Carrier states the Equipment Provider did not respond to the dispute until March 12, 2023, which is beyond the 30-day timeframe set forth in Section H.1. of the UIIA. Based on Section H.4. of the UIIA, if the Equipment Provider fails to respond, it loses the right to collect the disputed charges. For these reasons, the Motor Carrier believes it is not responsible for the charges billed on this invoice.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE

The Equipment Provider states it canceled two of the invoices under this claim, but that invoice 2121864991 is still due as invoiced because the dispute was responded to within 30 days as required under Section H.1. of the UIIA. No supporting documentation was provided by the Equipment Provider other than its response. Based on supporting documentation provided by the Motor Carrier, the first response from the Equipment Provider on this dispute was on March 3, 2023 and the response indicated "Dispute Template Rejected". The screenshot the Equipment Provider sent shows the Dispute ID, the status of "settled," and shows the reason the Motor Carrier disputed the charges. The note in the Equipment Provider's email states that if the Dispute ID shows Closed/Settled, that means the Equipment Provider has completed the dispute case and determined the dispute to be valid or invalid. The same email regarding the "Dispute Template Rejected" was sent again in response to an additional inquiry from the Motor

Carrier on March 7, 2023. On March 12, 2023, a final response is shown from the Equipment Provider stating it believes the invoice was billed correctly.

DISCUSSION

The panel has carefully reviewed all documents and evidence submitted by the parties. The panel finds the Equipment Provider failed to comply with its obligations under Sections H.1. and H.4. of the UIIA. The Motor Carrier representative noted that the invoice was dated November 30, 2022 and the dispute was dated December 6, 2022. Depending on which email is interpreted as the definitive denial of the dispute, the denial date was either March 3, 2023 or March 12, 2023, which are both beyond the 30-day timeframe set forth under Section H.1. of the UIIA. The Equipment Provider also failed to provide any documentation after the filing of this case to challenge the timeline alleged by the Motor Carrier despite being given an opportunity to do so. The Ocean Carrier panel member noted that there is no clear evidence that the Equipment Provider responded to the Motor Carrier's dispute within 30 days in accordance with Section H.1. of the UIIA.

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:

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]**

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

Based on Sections H.1. and H.4. of the UIIA and the evidence submitted by the parties, the panel finds in favor of the Motor Carrier. The Equipment Provider did not provide any documentation evidencing that it responded to the Motor Carrier's dispute within 30 days. Therefore, the invoice should be canceled for the full amount of \$00.00.

CASE REVIEWED AND DECIDED BY

MATT SCIASCIA
Motor Carrier Panel Member

JIM MICHALSKI
Ocean Carrier Panel Member

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

In the Dispute Between

UIIA MC,

Appellant, and

UIIA EP,

Respondent.

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Case Number: 20230316-42-XXXI-PD

Date of Decision: 09/19/2023

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	DT0316797	TCNU1858941/ HDMZ408367	11/6/2022	USCHS	09/28/22	10/7/22	11/7/2022	11/9/2022	12/7/2022	03/16/23
		TGBU6600836	11/6/2022	USCHS	09/28/22	10/13/22	11/7/2022	11/9/2022	12/7/2022	03/16/23
		NAPZ422215	11/6/2022	USCHS	09/28/22	10/07/22	11/7/2022	11/9/2022	12/7/2022	03/16/23
		TLLU4183605	11/6/2022	USCHS	09/28/22	10/17/22	11/7/2022	11/9/2022	12/7/2022	03/16/23
		TLXZ459409	11/6/2022	USCHS	09/28/22	10/07/22	11/7/2022	11/9/2022	12/7/2022	03/16/23
	Total of Invoice									

MOTOR CARRIER'S BASIS OF DISPUTE

The Motor Carrier's dispute is based on Sections G.12. and H.1. of the UIIA. The Motor Carrier disputes charges billed covering the date of September 30, 2022 since the Port of Charleston was closed that day due to a hurricane. There were ongoing e-mail communications with the Equipment Provider relating to the dispute. In the last correspondence, dated December 7, 2022, the Motor Carrier explained to the Equipment Provider that Force Majeure is a special circumstance and days when the port is closed cannot be counted as days towards free time or per diem regardless of contract terms. No further response was received from the Equipment Provider, so the Motor Carrier believes the Equipment Provider also did not comply with Section H.1. of the UIIA by responding with a definitive denial or acceptance of the Motor Carrier's dispute within 30 days. Consequently, the Motor Carrier believes the invoice should be canceled.

EQUIPMENT PROVIDER'S RESPONSE TO MOTOR CARRIER'S DISPUTE

The Equipment Provider did not respond to the binding arbitration claim, but there were multiple communications between the Motor Carrier and the Equipment Provider related to the Motor Carrier's initial dispute of the charges. The last communication from the Equipment Provider was on December 7, 2022, when it indicated that the shipment was provided 10 calendar days and that every calendar day counted in the calculation of free time, including weekends, holidays, and terminal closure days. The Equipment Provider stated that although the port was closed on September 30, 2022, it is still counted as a one free day based on the terms of the service contract.

DISCUSSION

The panel has carefully reviewed all documents and evidence submitted by the parties. The Motor Carrier's initial basis of dispute is that the Equipment Provider counted as free time a date, September 30, 2022, on which the Motor Carrier was unable to interchange equipment to the Equipment Provider due to circumstances covered under Section G.12. of the UIIA, namely a hurricane, confirmation of which was received from the Marine Terminal Operator via email on November 16, 2022. The Equipment Provider, in its email of December 7, 2022, asserted that "every day is counted into your free time, including weekends, holidays, terminal closure day," which appears to conflict with Section G.12. of the UIIA. While the Motor Carrier relies on Section H.1 of the Agreement in its filing, the Motor Carrier panel member finds that the Equipment Provider's December 7, 2022 email is a definitive denial of the Motor Carrier's dispute and that this denial took place within the 30-day timeframe afforded by Sections H.1. and H.4 of the UIIA. The Ocean Carrier panel member finds that the Equipment Provider responded to the Motor Carrier's dispute on December 7, 2022 and therein confirmed that the special free time was applied, and that this response can be interpreted as the Equipment Provider's response that the invoice is valid.

However, the panel also finds that the Equipment Provider erred in refusing to honor the Motor Carrier's initial dispute under Section G.12. of the UIIA. The Motor Carrier panel notes that a terminal closure due to a hurricane would most reasonably be construed as within the accommodations afforded by Section G.12. The Ocean Carrier panel member notes that it is reasonable for the Motor Carrier to dispute the invoice because the port was closed for 1 day, which prevented the Motor Carrier from delivering the equipment and was validated by the South Carolina Ports Update provided in the case file.

Note: The original arbitration panel did not reach a consensus on how the \$00 arbitration filing fee should be handled in this case. Consequently, this specific issue related to reimbursement of the filing fee was directed to the senior arbitration panel for final determination. The senior arbitration panel unanimously determined that in accordance with Exhibit D, Item D.14. that the Motor Carrier should be reimbursed the \$00 filing fee by the Equipment Provider since the Motor Carrier prevailed in the arbitration case.

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:

G. General Terms

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

H. Default Dispute Resolution and Binding Arbitration Processes, 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]**

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 the Equipment Provider's December 7, 2022 email was a denial of the Motor Carrier's initial dispute and that the denial occurred within 30-days and therefore complied with Section H.1. of the UIIA. However, the Equipment Provider should have honored the Motor Carrier's dispute under Section G.12. of the UIIA because the port was closed on September 30, 2022 when the Motor Carrier tried to interchange the equipment. Consequently, the invoice in question should be adjusted by reducing one day of per diem for each piece of equipment listed, which equates to a reduction of \$00.00. The adjusted invoice total with this reduction would be \$00.00, which would be owed by the Motor Carrier. The Equipment Provider should issue an adjusted invoice to the Motor Carrier for the revised amount of \$00.00. In addition, the senior arbitration panel determined that the Equipment Provider is to reimburse the Motor Carrier the \$00.00 arbitration filing fee.

CASE REVIEWED AND DECIDED BY:

MATT SCIASCIA
Motor Carrier Panel Member

JIM MICHALSKI
Ocean Carrier Panel Member

Note: Senior arbitration panel rendered the final decision solely as it relates to the handling of the arbitration filing fee of \$00.

**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: **20220318-6-XXE-PD**

Date of Decision: 08/19/2022

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

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

MOTOR CARRIER'S BASIS OF DISPUTE:

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

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

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

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

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

DISCUSSION:

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

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

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

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

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

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

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

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

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

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

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

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

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

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

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

DECISION:

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

CASE REVIEWED AND DECIDED BY:

PETER SCHNEIDER
Motor Carrier Panel Member

TIM AMES
Ocean Carrier Panel Member

**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: **20211012-9-XXXP-PD**

Date of Decision: 05/05/2022

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICES:

Invoice	Invoice #	Container #	Inv. Date	Amount	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
See attached spreadsheet listing 125 invoices involved in this dispute totaling \$00.00											

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Sections G.11, G.12, H.1. and H.4 of the UIIA. The Motor Carrier initially disputed the invoices on July 21, 2021, stating that the return locations provided by the Equipment Provider did not have any appointments available which precluded the Motor Carrier's ability to return the equipment to the designated location. The Motor Carrier further stated that they contacted the Equipment Provider daily for alternate locations to return the equipment but received no response, which resulted in the Motor Carrier incurring the per diem charges being disputed. On October 6, 2021, the Motor Carrier advised that the Equipment Provider offered the Motor Carrier a thirty percent (30%) discount on the total invoices owed, and later offered a fifty percent (50%) discount on the disputed charges. The Motor Carrier elected to decline the offer as it feels that based on the lack of response from the Equipment Provider to provide a valid equipment return location the full amount of the charges should be waived.

In addition, the Motor Carrier states that it disputed the charges in accordance with Section H.1. of the UIIA. The Equipment Provider did not comply with the dispute resolution process as it did not respond to the dispute within the thirty (30) day timeframe under Section H.1. of the UIIA. The Equipment Provider stated that they sent an email response to the dispute, but the Motor Carrier argues that when the Equipment Provider tried to send the original email response the file was too large, therefore the email was not received by the Motor Carrier. Consequently, the Motor Carrier believes that based on Section H.4. of the UIIA, the Equipment Provider has lost its rights to collect the per diem charges.

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

The Equipment Provider responded to the claim stating that during the period of July 21, 2021, through August 4, 2021, it received ten separate emails from the Motor Carrier disputing the charges that were submitted with the claim. The Equipment Provider stated they responded to the Motor Carrier's initial dispute of all invoices on August 5, 2021, in a single email communication to the Motor Carrier. The Equipment Provider stated that the response to the Motor Carrier's email was sent to the address on file in the UIIA subscriber record which is ---@----, and to the specific email address of the individual at the Motor Carrier who submitted the dispute which is ---@----.com. The Equipment Provider indicated that there was no bounce back or failure of delivery on its end to the email that was sent. Regarding the Motor Carrier's initial dispute of the charges, the Equipment Provider stated that after reviewing all the invoices disputed, there were several indications that the Motor Carrier was able to terminate empty containers on days when the Motor Carrier claimed to have return restrictions.

On September 16, 2021, the Equipment Provider's AR Team received several emails from the Motor Carrier claiming it never received a response from the Equipment Provider about the disputed invoices and requested that the disputed invoices be removed from their account. The Equipment Provider advised that they responded to the claims on August 4, 2021. The Equipment Provider sent a copy of the original email to the Motor Carrier noting that there was no bounce back or failure of delivery on the original email that was sent.

The Equipment Provider offered to work with the Motor Carrier's IT department to identify if there was a technical issue with the original response sent via email to the Motor Carrier. The results of the communications between the two parties were unsatisfactory to the Motor Carrier. In addition, the Equipment Provider at one point offered the Motor Carrier a sixty percent (60%) discount on the disputed charges, but the Motor Carrier did not accept the offer. Consequently, the Motor Carrier indicated it was submitting the claim for binding arbitration. The Equipment Provider believes it has complied with Section H.1 of the UIIA by responding to the disputed invoices to the Motor carrier within the 30-day timeframe.

DISCUSSION:

The panel carefully reviewed all documents and information provided by the parties. The Motor Carrier filed its dispute based on Sections H.1, G.11 and G.12 of the UIIA. The panel addressed its decision as it relates to these sections as follows:

Section H.1. - The Motor Carrier claims that they did not receive a timely response to their dispute within the thirty (30) day timeframe set forth in Section H.1, however the Equipment Provider has provided evidence that a timely response was sent. Upon reviewing that evidence, the panel finds there is satisfactory proof that an email was sent when the Equipment Provider stated. Why the Motor Carrier did not receive the email remains undetermined but setting a precedence ruling in favor of the Motor Carrier in this specific case on that basis would allow further disputes based solely on the claim of no receipt of email - which is not the intent of the DRP process.

Section G.11 – The panel found no violations of Section G.11 in the dispute based on the supporting documentation provided with the case.

Section G.12 - There is sufficient evidence provided by the Motor Carrier that demonstrates challenges with empty returns, if not the prevention of such returns altogether for several days. Contrarily, the Equipment Provider provided evidence that shows alternate return locations or differing closure dates of facilities based upon information from different sources than the Motor Carrier was receiving. Due to the significant amount of containers in this claim and the contradictory information, it is difficult at best to determine exact circumstances where the Motor Carrier should be exempt from per diem charges based on Section G.12, however, there are undoubtedly instances of such occurrences.

Despite the claims under UIIA Sections H.1, G.11 and G.12, the panel's findings and decision are in favor of the Equipment Provider based on Section H.2 of the UIIA, that states, "Prior to the commencement of binding arbitration, both Parties are expected to take every reasonable effort to resolve the dispute". Based on the evidence provided, the Equipment Provider offered a 30% reduction on October 6, 2021, a 50% reduction on October 12, 2021, and a 60% reduction on October 14, 2021 on all per diem invoices in order to resolve the dispute. Due to the complexity involved, the lack of clarity on return locations, and the fact that much of the per diem charges billed appear to be valid, the panel finds that the 60% offer to reduce the amount of the per diem charges to be very reasonable. Despite the Equipment Provider demonstrating proof that they at least attempted to communicate in a timely manner, the Motor Carrier failed to reasonably work with the Equipment Provider to collaboratively address the disputes.

Therefore, the panel finds in favor of the Equipment Provider based on Section H.2. of the UIIA, provided the Equipment Provider maintains the previously offered 60% reduction in the balance due.

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:

G. General Terms, Item G.12.

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

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

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

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

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

Should no resolution be reached between the Parties for charges disputed within the applicable dispute resolution process, then the Parties will have the ability to submit the disputed charges for binding arbitration in accordance with Exhibit D of the Agreement. Prior to the commencement of binding arbitration, both Parties are expected to take every reasonable effort to resolve the dispute. Following the initiation of binding arbitration, the arbitration panel will determine the Party responsible for payment based on the specific facts and circumstances associated with the claim, the terms and

conditions of the Agreement and the Provider's Addendum along with the supporting documentation presented by the involved Parties. **[Revised 04/23/21]**

DECISION:

The panel unanimously finds in favor of the Equipment Provider based on Sections G.12., H.1.and H.2. of the UIIA. Further, the panel's decision in favor of the Equipment Provider based on Section H.2. is provided the Equipment Provider maintains the previously offered 60% reduction on the balance due of the 125 invoices in dispute. The total of the 125 disputed invoices under this claim is \$00.00. The 60% discount the EP would need to provide the Motor Carrier would be \$00.00 so the remaining balance owed by the Motor Carrier to the Equipment Provider under this claim is \$00.00.

CASE REVIEWED AND DECIDED BY:

BEN BANKS
Motor Carrier Panel Member

THOMAS BARATTINI
Ocean Carrier Panel Member