

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between)
) Case 20090701-1-XXXL-MR-OTH
UIIA Motor Carrier)
Appellant, and) DECISION
) September 3, 2009
UIIA Equipment Provider)
Respondent.)

FACTS: Equipment Provider (EP) invoiced Motor Carrier (MC) repairs. Damages were purported to have been incurred on or before March 28 2008. Invoice in question was issued on June 6, 2009.

BASIS OF CLAIM: The repairs were to a container (HJCU6051184) door, and were presented on invoice NYC090MDM010. The EP asserts that the damages were incurred on or before March 28, 2008 and were in the amount of \$00.00. MC disputes the invoice, asserting that invoice was not presented within the time frame specified by the UIIA, and that the EP failed to provide required documentation.

DISCUSSION: The DRP reviewed the documents provided by the EP and MC. The subject invoice NYC090MDM010 was issued on June 6, 2009. The damages to the door that are described were supposed to have occurred on or before March 28, 2009. .

In reviewing this documentation the panel must note that the invoice was issued over one year after the date on which the EP's TIR notes the damages. Further, there is no back up describing the parts replaced or repaired, or the cost of labor to effect those repairs.

The UIIA clearly states in E.a.1 and in E.c.1 the requirements necessary to properly invoice damages. The panel cannot find where the EP has met those requirements.

DECISION: The panel unanimously finds in favor of the MC in the matter of Invoice NYC090MDM010, the EP has failed to provide the necessary documentation in a timely manner. The UIIA clearly states in E.a.1 and in E.c.1 the requirements necessary to properly invoice damages. The panel cannot find where the EP has met those requirements. The costs of the appeal to be borne by the EP.

DAVID MANNING
Motor Carrier Member

PATRICK VALENTINE
Water Carrier Member

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

DISPUTE RESOLUTION PANEL REVIEW AND DECISION

In the Dispute Between)
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 UIIA Motor Carrier) Case Number: **20100706-1-XXXI-MR-OTH**
 Appellant, and)
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 UIIA Equipment Provider) **Date of Decision:** December 30, 2010
 Respondent)

UNDISPUTED FACTS: Motor Carrier (MC) out-gated the unit at Mobile Container Terminal (MCT) on 10/06/2009 and returned it to the same location on 10/20/2009.

The Equipment Provider (EP) issued to the MC an M&R Invoice dated 04/29/2010 with a copy of the Container Repair Estimate Survey Report in the amount of \$00.00. The invoice stated the following:

- 1 YYDRF, Unit Overtuned, JXLU582475-4, 1 USD, \$00.00.
- 2 YYDMGN, Genset Attach, CRLG520186-4, 1 USD, \$00.00.

The in-gate and out-gate EIRs contain no comments and note no damage.

ISSUE: The MC disputes the invoice because it was not filed within 165 calendar days as required under UII Agreement Section E.3.c.1.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The EP's invoice dated 04/29/2010 was submitted 205 days from when the MC out-gated the unit at Mobile Container Terminal (MCT) and 191 days from when the MC returned the unit to same location. The EP's invoice was not presented within 165 days as required under provision E.3.c.1 of the UIIA (November 18, 2009). The UIIA, therefore, does not require the MC to pay this invoice.

UIIA PROVISIONS RELIED UPON BY DISPUTE RESOLUTION PANEL:

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

E. Equipment Use....3. Damage to Equipment

c. Provider shall invoice Motor Carrier no later than the following timeframes: If Motor Carrier is not invoiced within the established timeframes, the right of the Provider to recover such charges will be lost: **[Revised 11/05/08]**

- 1. Standard Gate System (manned): Not later than 165 calendar days.

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

Reviewed and Decided by:

JEFFREY LANG
Motor Carrier

DAVE DALY
Water Carrier

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)
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UIIA Motor Carrier,) Case Number: **20110408-1-XXXL-MR-OTH**
Appellant, and)
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UIIA Equipment Provider,) **Date of Decision:** June 20, 2011
Respondent)

UNDISPUTED FACTS: The Motor Carrier (MC) received an M&R invoice dated 02/28/2011 from TRAC Intermodal on behalf of the Equipment Provider. The amount of the invoice was \$00.00 for the following repair: "Replace, Damage: Broken/Split, Component: Landing Gear Assembly, Location: Right Side." The out-gate EIR shows that the unit was picked up at PNCT terminal on 10/18/2010 with no damages noted. The in-gate EIR shows that the unit was ingated at the PNCT terminal on 10/20/2010 indicating Chassis Damage: Leg Right Gear Box.

ISSUE: MC argues that the gear box was not working properly due to wear-n-tear not damage caused by their driver. MC feels that they are not the ones responsible for the repair since the gear box was broken from the inside, there was no visual damage to this box showing that the driver damaged the unit.

TRAC Intermodal responded on behalf of the EP and stated that the chassis had been used by the MC from 09/09/10 to 10/20/10 for multiple moves, and the damages were captured on the ingate EIR at the PNCT terminal.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The Panel finds that the EP failed to meet the requirements of under UIIA provision E.3.a.1 because it did not provide a valid invoice within the establish timeframe required under UIIA provision E.3.c. A copy of the actual repair bill that was the basis for the invoice or documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided was not provided by the EP.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

E. Equipment Use....3 Damage of Equipment

a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate transactions such

documentation must include images depicting the condition of the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

E. Equipment Use....3. Damages of Equipment

c. Provider shall invoice Motor Carrier no later than the following timeframes: If Motor Carrier is not invoiced within the established timeframes, the right of the Provider to recover such charges will be lost: **[Revised 11/05/08]**

- 1) Standard Gate System (manned): Not later than 165 calendar days.
- 2) AGS Gate System (unmanned): Not later than 120 calendar days following the interchange transaction giving rise to the bill.

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

Case Reviewed and Decided by:

JEFF LANG
Motor Carrier

DAVE DALY
Water Carrier

UNIFORM INTERMODAL INTERCHANGE AND FACILITIES ACCESS AGREEMENT

BINDING ARBITRATION PANEL REVIEW AND DECISION

In the Dispute Between)
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UIIA Motor Carrier) Case Number: **20120814-1-XXXA-MR-TR**
Appellant, and)
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)
UIIA Equipment Provider) Date of Decision: 01/11/2013
Respondent)

UNDISPUTED FACTS: The Equipment Provider (EP) sent the Motor Carrier (MC) a Maintenance & Repair invoice 015231, dated 09/12/2012, in the amount of \$00.00. It stated: "Repair Type: Replace, Damage: Run Flat, Component: Recap Tire, Location: CRIR, Repair Qty: 1."

The out-gate EIR indicated no damage. The in-gate EIR indicated the following: "damages RRI Tire Run Flat."

ISSUE: The MC disputes the invoice because it was not filed within the 165 calendar days as required under UII Agreement Section E.3.c .1. Disputed invoice was from September 2011, but MC states in dispute that they did not receive notification of the invoice until July 20, 2012.

Consolidated Chassis Management (CCM) responded on behalf of the EP by stating that the MC is required to register with CCM's billing program vendor by creating an account and inputting their contact information. If any changes need to be made to the MC billing contact information, the MC would be responsible to login to their account and update the appropriate information. CCM indicates that the original invoice was processed and provided to the MC within the required timeframe and declines the MC's dispute per Section E.3.c.1). of the UIIA.

DISCUSSION: The panel reviewed all documents and evidence submitted by the parties. The panel finds in favor of the EP. Under Section E.3.c.1) the "Provider shall invoice Motor Carrier no later than the following timeframes: If Motor Carrier is not invoiced within the established timeframes, the right of the Provider to recover such charges will be lost: 1) Standard Gate System (manned): Not later than 165 calendar days." In this case the equipment was in-gated on May 18, 2011. The EP sent the original invoice, dated September 12, 2011 to the MC. The EP invoiced the MC 117 days from the day of the in-gate, well within the 165 days prescribed under Section E.3.c.1) of the UIIA. In addition, the EP's records reflected that the original invoice was mailed to the MC in September 2011. It was confirmed that the MC's address on file with the third party billing vendor at that time was the same shown in the UIIA Subscriber record at the time the 2011 billing occurred. Consequently the requirement that the original invoice be sent within the established timeframe of Section E.3.c.(1) was met.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (April 14, 2012) to make its decision:

- E. Equipment Use . . . 3. Damage to Equipment
 - c. Provider shall invoice Motor Carrier no later than the following timeframes: If Motor Carrier is not invoiced within the established

timeframes, the right of the Provider to recover such charges will be lost:
[Revised 11/05/08]

- 1) Standard Gate System (manned): Not later than 165 calendar days.
- 2) AGS Gate System (unmanned): Not later than 120 calendar days following the interchange transaction giving rise to the bill.

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

CASE REVIEWED AND DECIDED BY:

ROBERT CURRY
Motor Carrier Member

DICK DESIMON
Ocean Carrier Member

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

In the Dispute Between)

UIIA MC,)
Appellant, and)

UIIA EP,)
Respondent)

Case Number: **20170822-1-XXXX-MR-OTH**

Date of Decision: 10/18/2017

THE MOTOR CARRIER DISPUTES THE FOLLOWING INVOICE:

Invoice	Invoice #	Container #	Inv. Date	Facility	Outgated	Ingated	Date MC rec'd inv.	Date MC disputed the inv.	Date EP responded to MC's dispute	Notice of Intent Rec'd
1	NJ-05-17-334-C	KKFU806404-1	5/25/17	Columbia/Maher	03/31/17	04/03/17	07/19/17	07/19/17	08/11/17	08/22/17
<p>Outgate EIR indicated the following damage: Right side panel bent – usable, Left side panel bent – usable, Front panel bent – usable. In-gate EIR indicated the following damage: Major Repair: 10 – Left Whole/Panel Assembly/Bent, 20 – Front Whole/Panel assembly/bent, 30 – Front whole/Corner post assembly/Bent.</p>										

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Sections E.3.c. and D.3. of the UIIA. The Motor Carrier stated that the Equipment Provider did not bill them within the required timeframe and that they are being billed for pre-existing damage. The Motor Carrier also stated that the invoice was issued by the Equipment Provider on May 25, 2017, but was not received by the Motor Carrier until July 19, 2017, when the Equipment Provider followed up regarding a payment for the invoice. The Motor Carrier noted that they provided the outgate EIR dated 03/31/2017 showing the same damage noted to the container which evidenced that the damage being billed was pre-existing; however, the Equipment Provider did not acknowledge the outgate condition on the EIR as being the same as the damage captured at ingate.

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

The Equipment Provider responded to the claim by providing an email that was sent to the Motor Carrier on May 25, 2017, from their M&R/Lost/Stolen billing department that shows the invoice was originally sent to the Motor Carrier at the following email addresses: perdiem@oneilllogistics.com and joneill@oneilllogistics.com, which were the addresses on file within the UIIA subscriber record at the time of the billing and, also, the same address used by the Equipment Provider in the email communication, dated 7/19/17, that the Motor Carrier confirmed was received. The Equipment Provider believes that the invoice was billed in accordance with the UIIA, including Section E.3. as there is no requirement in the Agreement to provide photos upon outgate. In addition, the outgate facility does not have cameras at the gate.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Equipment Provider. The Motor Carrier panel member noted that the Motor Carrier raised two issues regarding the charges being disputed in this case: 1) The first is that the Equipment Provider did not bill them within the time frame required by the UIIA; and 2) The second issue is that the damage was noted on the outgate interchange, and represents old damage.

As to issue 1, the Motor Carrier panel member stated that it is clear from the documentation that the Equipment Provider did invoice the Motor Carrier within the time frame required by the UIIA and noted that the Equipment Provider provided copies of the email messages sent to the Motor Carrier on May 25, 2017. The email addresses were confirmed. The Ocean Carrier panel member agreed that invoicing was timely in accordance with the Agreement.

As to Issue 2, the Ocean Carrier panel member argued in favor of the Equipment Provider stating that his position is not about specificity, but rather alignment based on the following observations regarding the interchange documentation:

The outgate has three codes	The ingate has three codes
1. Right Side Panel Bent – Usable 2. Left Side Panel Bent – Usable 3. Front Panel Bent - Usable	A. Left Whole/Panel Assembly/Bent B. Front Whole/Panel Assembly Bent C. Front Whole/Corner Post Assembly/Bent

The Ocean Carrier panel member in comparison of the outgate and ingate interchange documents noted that if A on the ingate EIR aligns with 2 (Left Side Panel Bent – Usable vs. Left Whole/Panel Assembly/Bent) on the outgate EIR and B on the ingate aligns with 3 on the outgate (Front Panel Bent – Usable vs. Front Whole/Panel Assembly/Bent), then these are quite similar in their specificity. The Ocean Carrier indicated that the fact that the entries left, which are 1 on the outgate EIR and C on the ingate EIR, which reads “Right Side Panel Bent – Usable and Front Whole/Corner Post Assembly/Bent” respectively does not add up, but not because one document is overly generic. Both contain specific information as to where the damage was found. Interchanges are typically clear in delineating between panels and corner posts. The Ocean Carrier panel member indicated that the Agreement states that the Equipment Provider must document damage invoices with evidence, which has been done in this case. The Motor Carrier panel member agreed with this assessment also finding in favor of the Equipment Provider.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

D. Equipment Interchange

2. Equipment Interchange Receipts

- a. At the time of Interchange, the Parties or their agents shall execute an Equipment Interchange Receipt and/or exchange an electronic receipt equivalent, which shall describe the Equipment and any Damage observable thereon at the time

of Interchange, reasonable Wear and Tear excepted. The physical condition of the Equipment may be described by either Party within the EIR or via Recorded Images taken at the time of Interchange. **[Revised 05/12/10]**

3. Equipment Condition

a. Warranty: WHILE PARTIES MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE FITNESS OF THE EQUIPMENT, THEY RECOGNIZE AND AFFIRM THEIR RESPONSIBILITIES UNDER THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS.

1) Motor Carriers will conduct a pre-trip inspection prior to departing with interchanged Equipment that will include those items set forth in Exhibit A to this Agreement. **[Revised 01/17/05]**

d. Motor Carrier will Interchange the Equipment to the Provider or another Motor Carrier that is authorized for Interchange by that Provider, in the same condition, reasonable Wear and Tear excepted. **[06/13/16]**

1) The responsibility for the repair and/or replacement of equipment items during the Interchange Period are listed in Exhibits B and C of this Agreement. **[Revised 07/25/07]**

2) Motor Carrier and Provider will not issue an invoice for repair items equal to or less than \$50 per unit per Interchange Period. Provider may, in its Addendum, adopt a different threshold amount as long as that amount is greater than \$50 and applies to both Motor Carrier and Provider. **[Revised 07/25/07]**

E. Equipment Use

a. Motor Carrier shall pay to Provider the reasonable and customary costs to repair Damages done to Equipment during Motor Carrier's possession. **[Revised 09/01/09]**

1) To be valid, invoices must detail the repairs done; include a copy of the actual repair bill upon which the invoice is based and include the factual documentation supporting the Provider's determination that the Motor Carrier is responsible. In instances where a copy of the actual repair bill is not available to Provider, documentation containing the repair vendor's name, repair date, location and a control number that ties the documentation to the invoice provided to the Motor Carrier is acceptable, in lieu of the actual repair bill. In the case of AGS gate the Equipment at the time the Motor Carrier to be charged both accepted and returned the Equipment. **[Revised 09/01/09]**

c. Parties shall invoice repair costs no later than the following timeframes: If Parties are not invoiced within the established timeframes, the right of the Invoicing Party to recover such charges will be lost: **[Revised 01/26/15]**

1) Standard Gate System (manned) or Interchange between Motor Carriers: Invoices for repair of Damages must be issued no later than 165 calendar days from the date of Interchange at the time the Damage was documented. **[Revised 06/13/16]**

- 2) AGS Gate System (unmanned): Invoices for repair of Damages must be issued no later than 120 calendar days from the date of Interchange at the time the Damage was documented.
- 3) Invoices for repairs made during the Interchange Period must be issued no later than 90 calendar days from the date of the repair. Provider may, in its Addendum, adopt a shorter billing timeframe, which is no less than 45 days, and applies to both the Motor Carrier and Provider. **[Revised 01/26/15]**
- 4) The above timeframes shall not apply with respect to any Equipment that has been placed on hold at the request of any of the Parties because the Equipment was involved in an incident that could give rise to a claim or litigation. The applicable timeframe shall begin to run from the date on which all Parties agree to release the Equipment for repair. In the event that the circumstances referred to in this situation arise and a hold is placed by Provider, upon receiving notice of the damage, the Provider will give notice to the interchanging MC that such damages have occurred and that a hold has been placed on the repair. Failure to give such notice within 45 days of the Equipment being placed on hold will void the right of the Provider to invoice for such repairs. **[Revised 08/26/13]**

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

CASE REVIEWED AND DECIDED BY:

FRED HUENNEKENS
Motor Carrier Member

ROBERT CANNIZZARO
Ocean Carrier Member