

CASE – 20160719-1-XXXU-PD Moving Party: EP /Responding Party: MC

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

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	STB2301927	KKFU7839514	8/24/2015	Louisville, KY	7/8/2015	8/14/15	-----	-----	-----	7/19/2016
2	STB2375114	TCNU6017407	09/10/2015	Louisville, KY	08/06/2015	9/02/15	-----	-----	-----	7/19/2016

EQUIPMENT PROVIDER'S BASIS OF DISPUTE:

The Equipment Provider submitted this claim stating that all charges were billed as per UIIA policy, having issued invoices within the appropriate 60 day timeframe and delivered to the UIIA email contact on file. The Equipment Provider has submitted this claim under the binding arbitration process to hold the Motor Carrier accountable for the above-referenced past due invoices.

MOTOR CARRIER'S RESPONSE TO THE CLAIM:

Motor Carrier responded to the claim stating that the chassis associated with the claim were wrong. The Motor Carrier was made aware that the per diem charges under the claim were related to the container; however, the Motor Carrier did not wish to make any further comment regarding the charges under the arbitration claim.

DISCUSSION:

After careful review of all documents and the evidence submitted by the parties, the panel finds in favor of the Equipment Provider. The Motor Carrier panel member noted that the Motor Carrier failed to provide any documentation showing why the invoices should not have been billed to them. The Ocean Carrier panel member agreed stating that the evidence provided in this case clearly illustrates that the Equipment Provider invoiced the charges within the 60 day time frame pursuant to Section E.6.c of the UIIA and, further, that the Motor Carrier made no attempt and failed to dispute the invoices within the prescribed timeframe pursuant to Section H.3.

DECISION:

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

The panel relied upon the following provisions from the UIIA (February 8, 2016) to make its decision:

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

- b. Motor Carrier shall be responsible for Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges set forth in the Addenda. **[Revised 01/17/12]**
- c. Provider shall invoice Motor Carrier for Per Diem, Container Use, Chassis Use/Rental and/or Storage/Ocean Demurrage charges within sixty (60) days from the date on which Equipment was returned to Provider by Motor Carrier. If Motor Carrier is not invoiced within the established timeframe, the right of the Provider to recover such charges will be lost. **[Revised 01/17/12]**

H. Default Dispute Resolution and Binding Arbitration Process

Should Invoiced Party fail to dispute an invoice relating to Per Diem or maintenance and repair charges within 30 days after receipt of the invoice, the Invoiced Party will lose any further right to dispute the invoice under the Invoicing Party's initial dispute process, or in absence of a dispute resolution process in the Provider's Addendum, the default dispute resolution process in Section H.1. Further, the Invoiced Party, upon failing to dispute the invoice or seek arbitration within the prescribed timeframe, immediately will be responsible for payment thereof to the Invoicing Party and will lose its right to pursue binding arbitration under Exhibit D of the Agreement or assert any other defense against the invoice.

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

CASE REVIEWED AND DECIDED BY:

KEVIN LHOTAK
Motor Carrier Member

JIM MICHALSKI
Ocean Carrier Member