

**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: **20190311-1-XXXA-MR/PD**

Date of Decision: 06/12/2019

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	8300047258	ZCXU8451947	4/27/18	GPA/GPA	4/16/18	4/17/18	5/25/18	5/31/18	3/6/19	3/11/19

MOTOR CARRIER'S BASIS OF DISPUTE:

The Motor Carrier's basis of dispute is Exhibits B & C of the UIIA and Section 8 of the Equipment Provider's addendum to the UIIA. The Motor Carrier initially disputed the invoice with the Equipment Provider on 5/31/18 stating that Exhibit B to the UIIA shows that repairs to flooring or decking are the responsibility of the Equipment Provider unless a result of damage that occurred during the interchange period. The Motor Carrier noted that the unit was a sealed and loaded container so there was no way for the driver to inspect the floor of the container prior to outgating the equipment. Therefore, the Motor Carrier does not believe it is responsible for the floor repairs.

The Motor Carrier stated that the Equipment Provider did not respond to their original dispute submitted on 5/31/18 until almost 10 months later on 3/6/19, which was outside of the 30-day timeframe outlined in the Equipment Provider's addendum. The Equipment Provider's addendum states that it will respond to disputes within 30 days of receipt of the Motor Carrier's dispute. The Motor Carrier only became aware that their original dispute was not accepted when the Equipment provider withheld payment on a valid drayage invoice that the Motor Carrier had sent. In addition, the Motor Carrier noted that the Equipment Provider only sent a repair estimate versus the actual repair invoice as required under the UIIA.

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

The Equipment Provider responded to the claim stating that the Motor Carrier did not pursue arbitration until eight months after the invoice was issued so was not within the specified time frame set forth in the UIIA. The Equipment Provider indicates that it did not consider the 5/31/18 email from the Motor Carrier as a dispute of the charges but rather confusion about deciphering Exhibits B and C of the UIIA. The Equipment Provider also noted

that the Motor Carrier states that they thought the invoice had been cancelled but Equipment Provider's monthly statements starting in May 2018 and sent throughout the year showed the invoice valid and collectible. Therefore, the Equipment Provider feels that the invoice is valid and due.

DECISION:

After careful review of all documents and the evidence submitted by the parties, the panel unanimously finds in favor of the Motor Carrier. The Motor Carrier panel member found in favor of the Motor Carrier based on the fact that this interchange involved a sealed container, which the Motor Carrier would not have had the opportunity to inspect at outgate so there is no way to prove that the damage was caused during their possession. In addition, Exhibit B identifies floors as the Equipment Owner's responsibility unless there is evidence that the damage was caused by the negligence of the Motor Carrier.

The Ocean Carrier panel member agreed with the finding for the reasons set forth above and also noted that past rulings have been in favor of Equipment Provider only when the damage is documented as being caused from the outside, i.e., a rock, board, etc. coming up through the floor. All interior floor damage caused from wear and tear, forklift, etc. is the responsibility of the Equipment Provider.

UIIA PROVISIONS RELIED UPON BY BINDING ARBITRATION PANEL:

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

D. Equipment Interchange

3. Equipment Condition

- 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. **[Revised 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]**

Exhibit B to UIIA, Equipment Owners Responsibility (added to UIIA on 07/25/07, Last Revised 4/20/09)

Repairs made to any item listed in Exhibit B that were a result of damage and not normal Wear and Tear, are the responsibility of the Motor Carrier.

Floor or decking

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

CASE REVIEWED AND DECIDED BY:

BEN BANKS
Motor Carrier Member

TIM AMES
Ocean Carrier Member