

UNIFORM INTERMODAL INTERCHANGE AGREEMENT

DISPUTE RESOLUTION PANEL

In the Dispute Between )  
 )  
UIIA Motor Carrier ) Case: 20091117-5-XXXN-MR-TRSF  
Appellant, and )  
 ) DECISION  
 ) January 18, 2010  
UIIA Equipment Provider )  
Respondent. )  
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**FACTS:** Motor Carrier (MC) interchanged a sealed import container belonging to Equipment Provider (EP) from NS Rickenbacker at 11:45 on 05-27-09. "No Damage" was recorded on the outbound TIR.

MC returned the empty container and chassis to EP CY on 05-28-09. The inbound TIR contained the following notations: "RIF flat spot, ROR flat spot, RIR flat spot, LOF flat spot, LIF flat spot, and LIR flat spot."

EP issued an Invoice for tire repair costs to MC on 07-14-09.

MC disputed invoice on 08-05-09. EP responded to MC dispute on 11-13-09.

**BASIS OF CLAIM:** MC asserts that EP failed to respond to MC dispute within UIIA timelines and invoice should be removed from MC account.

**DISCUSSION:** MC disputed the charge within the timeline established in UIIA and EP Addendum. EP had no dispute resolution process for Damage repair invoices in their addendum and failed to respond to MC's dispute within the 30 day timeline established in UIIA Section E.6.d.

**DECISION:** The panel unanimously finds in favor of the MC. EP shall not be entitled to recover the tire repair charges from MC. EP shall bear the cost of appeal.

DAVID MANNING  
Motor Carrier Member

DAVE DALY  
Water Carrier Member