UIIA Equipment Providers' Dispute Resolution Processes

Below are the UIIA Equipment Providers that have a dispute resolution process within their UIIA Addendum. Please note that if the dispute process does not include a timeframe for submitting the dispute and/or for the EP to respond to the Motor Carrier's dispute, then the timeframes established in the default dispute resolution process under Section H.1. of the UIIA will be utilized. In addition, if there is no dispute process contained in the EP's addendum, then the default dispute process in Section H.1. of the UIIA would also be utilized. [Section H.1. of the UIIA can be found on the last page]

APL Co. Pte Ltd- 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.

ACL/Grimaldi Group/Inarme- 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 invoices(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 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.

Bermuda Container Line- 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 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.

Bridge Chassis Supply LLC - Method of Invoice Dispute Resolution

- A. The following dispute resolution process applies for all types of invoices issued by Provider or its agent.
- B. Motor Carrier shall advise BCS in writing of any disputed items on invoices within 30 days of the receipt of BCS's invoice(s), of any disputed items on said invoice(s). Should Motor Carrier fail to dispute an invoice within 30 days after receipt of the invoice, the Motor Carrier will lose any further right to dispute the invoice. Further, Motor Carrier immediately will be responsible for payment thereof to BCS.
- C. Disputes must include:
 - a. Motor Carrier's name, address, telephone number and email address.
 - b. A copy of BCS's invoice with all supports
 - c. A detail explanation of the dispute
 - d. Documents (i.e. gate receipts) to support the dispute
 - e. A reasonable recommendation for a remedy

- D. Motor Carrier shall provide disputes in writing to the party listed on the invoice as well as one of the following email addresses depending on the type of dispute:
 - a. Per Diem Billing: CYPERDIEM@US.Kline.Com
 - b. M&R/Lost/Stolen Billing: MECClaims@MEC-USA.Com
 - c. Violation/Toll & Other Billing: RICLNEQ@US.Kline.com
 - d. Other Types of Invoices: RICLNEQ@US.Kline.com
- E. BCS will endeavor to respond to all claims within 30 days. Except for invoice types addressed under

China Shipping Container Line- Method of Dispute Resolution

Per Diem – For invoices having multiple container and or chassis moves and the dispute is with one or not all items on the invoice PAY THOSE ITEMS NOT DISPUTED and contact our Per Diem Billing Department by email, atlperdiem@csna.net or fax 678-355-4808.

For an invoice which is disputed in its entirety please contact our Per Diem Billing Department as noted above. M & R Disputes – Contact the issuing office as noted on the invoice.

CMA CGM (America) LLC- Method of Dispute Process

- 1. Motor Carrier has thirty (30) days from the date of an invoice for M & R or Per Diem claims to dispute the invoice to the Provider. All claims must be submitted in writing to our Dispute department at 5701 Lake Wright Drive, Norfolk, VA 23502/ fax number (703)341-1385/ email: M&R disputes to usa.matdisputes@cma-cgm.com and usadetdembilling@usa.cma-cgm.com for detention and demurrage. The Provider must respond to the Motor Carrier within sixty (60) days from the date of the notice of dispute. The Motor Carrier will have fifteen (15) days from the date of the Provider's response to either pay the claim(s) or to seek arbitration.
- 2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.
- 3. Motor Carrier and Provider must begin civil action to recover any charges related to Equipment and/or services supplied hereunder within eighteen (18) months after the applicable claim accrues.

Compania Chilena De Navegacion Interoceanica (CCNI)- Method of Dispute Process

- 1. All disputes must be submitted in writing within 30 days of invoice date to our Misc. Collections department at One St. Louis Centre, Suite 2003, Mobile, AL 36602/fax number 251-433-1461.
- 2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.

COSCO North America, Inc.- 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 30 working 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 gain rejected and disputed by Motor Carrier for whatever reasons, Provider reserves its rights and remedies under the law to compel payment of such charges.

Eimskip USA, Inc.- Method of Dispute Resolution

All disputes are handled by the Eimskip Equipment Supervisor. If it is deemed that the Equipment Supervisor cannot bring the issue at hand to a fair resolution, the matter will be referred to legal counsel.

Evergreen Shipping Agency (America) Corp.- Per-Diem Dispute Procedure

Evergreen will send monthly account statement and "shut out" notice after invoices are due. Thereafter, motor carriers have to response in order to avoid actual "shut out".

Should there be any disputes, motor carrier should contact Evergreen via written correspondence by facsimile, email or mail.

All contact information are as listed in per-diem invoice, account statement and "shut out" notice Motor Carrier shall have no rights of monetary offset or deduction, for any reason, against any amounts it owes to Evergreen, including without limitation Use Charges.

Galborg Pte Ltd- Method of Dispute Resolution

Motor Carrier has thirty days from date of Provider's invoice (detention, repair, etc) to file a dispute with the Provider. Only those specific charges being challenged will be considered as payment pending. Should any other charges remain that are not in dispute, those other charges would still be considered due and full payment required. After the thirty day period, no further disputes will be considered by the Provider and all charges will be deemed accurate and Motor Carrier agrees to promptly expedite payment in full.

Frivolous disputes, as a means to purposely delay or otherwise avoid due payment, will be automatically rejected and charges will remain due and payable in full.

All disputes are to be forwarded to:

Galborg Pte Ltd c/o Nordana (USA) Inc as agent 5200 Hollister Road, Suite 200 Houston, TX 77040

Attn: Chris Harman Tel: 713-895-3247 Fax: 713-895-3271

Email: chh@nordanausa.com

Disputes must be in writing and include:

- a) a detailed explanation of the dispute
- b) Motor Carrier's name, address, telephone and facsimile numbers
- c) A copy of the Provider's invoice
- d) (optional) any other documents to support or assist the dispute
- e) A reasonable recommendation for a remedy

Upon receipt of the Motor Carrier's dispute notice, Provider will forward a Notice of Receipt to the Motor Carrier indicating that the dispute was received. Provider will contact the Motor Carrier and make a reasonable attempt to resolve the dispute within fifteen days of receipt of the Motor Carrier's dispute.

For disputes that are not amicably resolved between the Motor Carrier and Provider, both parties may agree to resolve the matter through mediation or arbitration. Provider may invoke their right to refer the matter to a collections service company or seek legal counsel.

Hamburg Sud North America, Inc.- Method of Dispute Resolution for Equipment Free Time and Charges for Detention

Unless otherwise provided, notices of dispute must be given by the Motor Carrier in writing by first class mail addressed to Hamburg Sud North America, Inc., 465 South Street, Morristown, New Jersey 07960 within thirty (30) days of the invoice date. Upon receipt of Motor Carrier's notice and explanation for the dispute, Hamburg Sud North America, Inc. may reasonably conclude the charges are correct and may demand payment from the Motor Carrier. The Motor Carrier shall immediately pay the amount demanded.

Hapag Lloyd (America) Inc.- Dispute of invoiced repairs

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.

Horizon Lines, LLC & Horizon Lines of Alaska LLC - Dispute Resolution for Per Diem Charges for Domestic Shipments

Motor Carrier shall notify Provider in writing of any disputed items on Provider's invoices (with any and all supporting information i.e., gate receipts, dock receipts) within thirty (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.

Hyundai Merchant Marine, Inc.- Method of Dispute Resolution

Motor Carrier shall advise HMM 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, Motor Carrier will have 15 days from the date of Provider's response to either pay the claim or seek arbitration pursuant to Article H of the UIIA and Exhibit D thereto.

K-Line America, Inc.- Method of Dispute Resolution

- A. The following dispute resolution process applies for all types of invoices issued by Provider or its agent.
- **B.** Motor Carrier shall advise Provider in writing of any disputed items on invoices within 30 days of the receipt of Provider's invoice(s), of any disputed items on said invoice(s). Should Motor Carrier fail to dispute an invoice within 30 days after receipt of the invoice, the Motor Carrier will lose any further right to dispute the invoice. Further, Motor Carrier, immediately will be responsible for payment thereof to Provider.
- C. Disputes must include:
 - 1. Motor Carrier's name, address, telephone number and email address.
 - 2. A copy of Provider's invoice with all supports
 - 3. A detail explanation of the dispute
 - 4. Documents (i.e. gate receipts) to support the dispute
 - 5. A reasonable recommendation for a remedy
- **D.** Motor Carrier shall provide disputes in writing to the party listed on the invoice as well as one of the following email addresses depending on the type of dispute:
 - 1. Per Diem Billing: PerDiem@US.Kline.Com
 - 2. M&R/Lost/Stolen Billing: MECClaims@MEC-USA.Com
 - 3. Violation/Toll & Other Billing: RICLNEQ@US.Kline.com
 - 4. Other Types of Invoices: RICLNEQ@US.Kline.com

E. Provider will endeavor to respond to all claims within 30 days. Except for invoice types addressed under different terms in the UIIA, Provider does not forfeit its right to collect on invoices if it doesn't respond within the established guidelines.

Maersk Agency USA, Inc.- Invoice Dispute Resolution

This dispute resolution covers the following types of invoices generated by Maersk Demurrage & Detention group:

B. Dispute Notification and Resolution Timeframe

The Motor Carrier must advise Provider of disputes within 30 days of invoice receipt. Provider will respond to Motor Carrier within 30 days of dispute receipt.

Provider shall process Motor Carrier's dispute and provide the outcome via written communication.

The methods by which Motor Carrier can dispute are the following: IN THE US & CANADA:

1. All invoice disputes must be submitted online at www.maerskline.com* under MyFinance.

Matson Navigation Company- Method of Dispute Resolution

Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within thirty (30) days of the receipt of such invoices. 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 invoices 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 Addendum. In the event that charges which have been verified by 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.

Mediterranean Shipping Co.- Invoices - 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 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 Motor Carrier for whatever reasons, Provider reserves it rights and remedies under the law to compel payment of such charges.

MOL America, Inc.- Dispute Resolution

Motor Carriers should direct all inquiries regarding disputes on invoices received from Provider to the following:

Per Diem Department MOL (America), Inc. 700 E. Butterfield Road, Suite 250 Lombard, IL 60148

Email: us.perdiem@mol-ips.com

National Shipping of America LLC

Motor Carrier shall notify Provider in writing of any disputed items on Provider's invoices (with any and all supporting information i.e., gate receipts, dock receipts, etc.) within thirty (30) days of the receipt of such invoice(s). Provider will undertake to reconcile such disputed items within thirty (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 properly invoiced.

Nippon Yusen Kaisha (NYK Line N.A.)- Method of Dispute Resolution

For dispute resolution please contact na.liner.billing@sg.nykline.com.

Nordana Line- Method of Dispute Resolution

Motor Carrier has thirty days from date of Provider's invoice (usage charge, repair, etc) to file a dispute with the Provider. Only those specific charges being challenged will be considered as payment pending. Should any other charges remain that are not in dispute, those other charges would still be considered due and full payment required. After the thirty day period, no further disputes will be considered by the Provider and all charges will be deemed accurate and Motor Carrier agrees to promptly expedite payment in full.

Frivolous disputes, as a means to purposely delay or otherwise avoid due payment, will be automatically rejected and charges will remain due and payable in full.

All disputes are to be forwarded to:

Nordana 5200 Hollister Road, Suite 200 Houston, TX 77040

Attn: Chris Harman Tel: 713-895-3247 Fax: 713-895-3271

Email: chh@nordanausa.com

Disputes must be in writing and include:

- f) a detailed explanation of the dispute
- g) Motor Carrier's name, address, telephone and facsimile numbers
- h) A copy of the Provider's invoice
- i) (optional) any other documents to support or assist the dispute
- i) A reasonable recommendation for a remedy

Upon receipt of the Motor Carrier's dispute notice, Provider will forward a Notice of Receipt to the Motor Carrier indicating that the dispute was received. Provider will contact the Motor Carrier and make a reasonable attempt to resolve the dispute within fifteen days of receipt of the Motor Carrier's dispute.

For disputes that are not amicably resolved between the Motor Carrier and Provider, both parties may agree to resolve the matter through mediation or arbitration. Provider may invoke their right to refer the matter to a collections service company or seek legal counsel.

North American Chassis Pool Cooperative LLC- Method of Invoice Dispute Resolution

- A. The following dispute resolution process applies for all types of invoices issued by NACPC or its agent.
- B. Motor Carrier shall advise NACPC in writing of any disputed items on invoices within 30 days of the issuance of NACPC's invoice(s), of any disputed items on said invoice(s). Should Motor Carrier fail to dispute an invoice within 30 days after issuance of the invoice, the Motor Carrier will lose any further right to dispute the invoice. Further, Motor Carrier immediately will be responsible for payment thereof to NACPC.
- C. Disputes must include:
 - a. Motor Carrier's name, address, telephone number and email address
 - b. A copy of NACPC's invoice with all supports
 - c. A detail explanation of the dispute
 - d. Documents (i.e. gate receipts) to support the dispute
 - e. A reasonable recommendation for a remedy
- D. Motor Carrier shall provide disputes in writing to the party listed on the invoice.
- E. NACPC will respond to all claims within 30 days.

OL&T FoodTrans LLC- Method of Dispute Resolution

Motor Carrier has thirty (30) days from the date of an invoice from Provider for Maintenance and Repair charges or Per Diem charges to dispute the invoice, or any portion thereof. All claims must be submitted in writing to Provider's Dispute department at: OL&T FoodTrans LLC, 18662 MacArthur Blvd., Suite 340, Irvine, CA 92612, Attn: Raymond Kwok (Controller), and must be accompanied by supporting documents, such as gate receipts, service contract numbers, etc. Provider will undertake to reconcile disputed items within thirty (30) days from the date of the notice of dispute and will either provide verification of the charges as invoiced or credit Motor Carrier's account for any amounts not properly invoiced. Any dispute as to specific invoice charges shall not relieve Motor Carrier from the obligation to pay undisputed charges, without delay or offset, as required by the terms of this Agreement. Provider reserves its rights and remedies under the Agreement, applicable law or other sources to compel and collect payment of unpaid charges.

Provider reserves the right to use a designated third party billing vendor. Invoices received from Provider's designated third party billing vendor shall be disputed directly with the third party vendor. The method of dispute resolution shall remain in accordance with the process outlined in the Addendum.

If the Motor Carrier fails to pay any invoices due under the terms of this Agreement within the due date for payment, Provider may, in addition to its rights in this Agreement and with proper notification to the Motor Carrier in accordance with Section G.14.c. of the Agreement, suspend or deny Motor Carrier's right to Interchange any Provider Equipment until payment of outstanding amounts are received.

Pacer Int'l, Inc. (Pacer Stacktrain) - Method of Dispute Resolution

4.1 Invoice and Other Disputes. Motor Carrier shall advise Pacer Stacktrain in writing of any disputed items on a Pacer Stacktrain invoice within thirty (30) days of the receipt of such invoice. Pacer Stacktrain 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 due under the Agreement. Upon notice to the Director, Chassis/Container Repairs within thirty (30) days after the initial Pacer Stacktrain determination, Motor Carrier may appeal such initial determination of any dispute. Pacer Stacktrain will respond to such appeals within sixty (60) days from receipt of Motor Carrier's invoice dispute notice. Any dispute that cannot be resolved by the parties, including any invoice dispute continuing after Pacer Stacktrain's response, may be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules or shall be settled by any mandatory dispute resolution process required under the UIIA. Pacer Stacktrain reserves all rights and remedies under the Agreement, applicable law or other sources to compel payment of amounts due from Motor Carrier.

Pacific International Lines- Method of Dispute Process

- 1. All disputes must be submitted in writing within 30 days of invoice date to our Misc. Collections department at One St. Louis Centre, Suite 2003, Mobile, AL 36602/fax number 251-433-1461.
- 2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.

Pasha Hawaii Transport Lines LLC- Method of Dispute Resolution

Motor Carrier shall advise Provider in writing of any disputed item on Provider's invoices within thirty (30) days of the receipt of such invoices. 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 invoices 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 or undisputed charges as required by the terms of this Addendum. In the event that charges which have been verified by 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.

Sea Star Line, LLC- Method of Dispute Resolution

Motor Carrier shall advise Provider in writing of any disputed items on Provider's invoices within thirty (30) days of the receipt of such invoices. Provider will undertake to reconcile such disputed items within sixty (60) days of receipt of Motor Carrier's notice. Provider will either provide verification for the charges as invoiced or credit 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 Addendum. In the event that charges which have been verified by 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.

Seaboard Marine Ltd.- Method of Dispute Resolution

Motor Carrier has thirty (30) days from the date of an invoice from Provider for Maintenance and Repair charges or Per Diem charges to dispute the invoice, or any portion thereof. All claims must be submitted in writing to Provider's Dispute department at: equipment@seaboardmarine.com and must be accompanied by supporting documents, such as gate receipts, service contract numbers, etc. Provider will undertake to reconcile disputed items within thirty (30) days from the date of the notice of dispute and will either provide verification of the charges as invoiced or credit Motor Carrier's account for any amounts not properly invoiced. Any dispute as to specific invoice charges shall not relieve Motor Carrier from the obligation to pay undisputed charges, without delay or offset, as required by the terms of this Agreement. Provider

reserves its rights and remedies under the Agreement, applicable law or other sources to compel and collect payment of unpaid charges. Provider reserves the right to use a designated third party billing vendor. Invoices received from Providers designated third party billing vendor shall be disputed directly with the third party vendor. The method of dispute resolution shall remain in accordance with the process outlined in the Addendum.

If the Motor Carrier fails to pay any invoices due under the terms of this Agreement within the due date for payment, Provider may, in addition to its rights in this Agreement and with proper notification to the Motor Carrier in accordance with Section G.14.c. of the UIIA, suspend or deny Motor Carrier's right to interchange any Provider Equipment until payment of outstanding amounts are received.

Somers Isles Shipping Ltd. - 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 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.

TransAtlantic Lines LLC - Method of Dispute Resolution

Motor Carrier shall advise Provider in writing of any disputed items on the 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 dallying 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 laws to compel payment of such charges.

US Lines LLC - Method of Dispute Process

- 1. Motor Carrier has thirty (30) days from the date of an invoice for M & R or Per Diem claims to dispute the invoice to the Provider. All claims must be submitted in writing to our Dispute department at 5701 Lake Wright Drive, Norfolk, VA 23502/fax number (703)341-1385/ email: usa.detdembilling@usa.cma-cgm.com The Provider must respond to the Motor Carrier within sixty (60) days from the date of the notice of dispute. The Motor Carrier will have fifteen (15) days from the date of the Provider's response to either pay the claim(s) or to seek arbitration.
- 2. All disputes must be accompanied by verifying backup i.e. gate receipts, service contracts numbers, etc.
- 3. Motor Carrier and Provider must begin civil action to recover any charges related to Equipment and/or services supplied hereunder within eighteen (18) months after the applicable claim accrues.

Wan Hai Lines Ltd. - 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 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 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.

Yangming Marine Transport Corp - Per Diem Invoice Dispute Resolution Procedure

- a. In the event Motor Carrier disputes any per diem invoice Motor Carrier must notify Yang Ming (America) Corporation in writing of its intent to dispute and delivered its notice by either fax, e-mail or certified mail.
- b. Motor Carrier shall provide Yang Ming (America) Corporation with written notice within thirty (30) days of receipt of Provider's invoice of the per diem invoice. Failure to provide such 30 days will result in Motor Carrier's full acceptance

of the invoices.

- c. Written notice must be sent to the contact information that is listed on the invoice.
- d. 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.
- e. Collection expenses incurred by Provider in collecting past due use charges shall be invoiced to the delinquent Motor Carrier.

Zim American Integrated Shipping Services Co., LLC. - Dispute Resolution

Before litigation is instituted, Motor Carrier shall advise Zim in writing of any disputed items on Zim's invoices within 30 days of the receipt of such invoice(s). Zim 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 the 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 Zim and are again rejected and disputed by the Motor Carrier for whatever reasons, Zim and Motor Carrier reserve their rights and remedies under the law regarding payment of such charges. Zim reserves the right to use a designated third party billing vendor. Invoices received from Zim's designated third party billing vendors shall be disputed directly with the third party vendor.

UIIA Rail Equipment Providers' Dispute Resolution Processes

BNSF Railway Company - Method of Invoice Dispute Resolution

A. Storage and Container/Chassis Use/Rental/Per Diem Billing

An individual bill for Equipment incurring storage charges will be submitted by BNSF on a daily basis following Equipment removal from BNSF's terminal.

Motor Carrier must submit billing disputes to BNSF within thirty (30) days of invoice date. BNSF will use commercially reasonable efforts to respond to a billing dispute within thirty (30) days of receipt. In the event Motor Carrier fails to pay all uncontested amounts due within thirty (30) days of the invoice date, this Addendum shall be subject to immediate cancellation by BNSF along with payment of interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in The Wall Street Journal in the preceding December plus two and one-half percent (2 ½%), and for the period July 1 through December 31, the prime rate last published in The Wall Street Journal in the preceding June plus two and on-half percent (2 ½%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by Law, whichever is less. Motor Carrier will not be permitted to pick up Equipment at BNSF terminals during the cancellation period. In the event any charge due remains unpaid more than sixty (60) days from invoice date and BNSF refers collection of such charge to an attorney, Motor Carrier agrees to pay, in addition to said charge, all costs for attorneys' fees and collection expenses.

Canadian National/Illinois Central Railroad

Motor Carrier must submit billing disputes to Canadian National Railway, 277 Front Street, Floor 4, Toronto, ON, Canada M5V 2X7; or call1-800-233-6022, or Fax disputes to 416-217-6051 within thirty (30) days statement date. In the event Motor Carriers fails to pay all uncontested amounts due within this thirty (30) day period, this Addendum shall be subject to immediate cancellation by CN. Motor Carrier will not be permitted to pick up any Equipment at Intermodal Facilities during the period that operations of this Agreement are suspended. If contested amounts have not been resolved within fifteen (15) days from the date that notice of billing dispute was received by CN, and charges are found by CN to be legitimate, this Addendum shall be subject to immediate cancellation by CN.

Iowa Interstate Railroad - Method of Invoice Dispute Resolution

A. Any billing disputes must be submitted in writing, with proper documentation, as indicated

on the bill within same thirty (30) day period.

- B. In the event of a billing error, IAIS will adjust the bill, and if any charges remain unpaid, will issue a balance due bill.
- C. Charges not disputed within thirty (30) days shall be deemed to be correct.

Kansas City Southern Railway - Arbitration

Disputed Billing. Motor Carrier shall provide KCS Customer Accounting Department with written reasons and evidence for any disputed or unpaid bills within thirty (30) days of the freight bill date. After thirty (30) days of the freight bill due date with no written reasons from the Motor Carrier is received then the freight bill is considered payable in full. If KCS receives written evidence within the approved timeframe, KCS will respond to the Motor Carrier within thirty (30) days from the date of the notice of the dispute. The Motor Carrier will have fifteen (15) days from the date of KCS' response to either pay the claim(s) or to initiate filing Notice to the UIIA following the guidelines in the UIIA's Exhibit D (Binding Arbitration Guidelines).

All claims or disputes involving per diem and/or maintenance and repair charges that are not resolved between the Parties through the dispute resolution process in Section XI.B of the KCS Addendum, shall be determined by the UIIA Binding Arbitration Process.

Norfolk Southern Corporation - Arbitration

Disputed Billing Motor Carrier shall provide the NS Customer Accounting Department with written reasons and evidence for any disputed or unpaid bills within 30 days of the freight bill date. If NS does not send Motor Carrier its decision on review of Motor Carrier's reasons for a billing dispute within 90 days of NS' receipt of Motor Carrier's reasons, the dispute will be considered resolved in Motor Carrier's favor. NS will provide Motor Carrier with notification of the dispute resolution decision regardless of the outcome. An opinion issued by NS on review of a billing dispute shall be binding, unless an arbitrator or court finds the opinion to be clearly inaccurate as a matter of law, or clearly contrary to the weight of the evidence.

Union Pacific Railroad Company

If the Motor Carrier does not accept or dispute an invoice within thirty (30) days of invoice receipt, no additional time will be granted to provide a dispute and the entire outstanding invoice balance will be due. Disputes must be provided electronically via the Account on the Web (AOW) Portal, located at http://www.uprr.com/customers/intermodal/driver guick.shtml.

If a dispute is accepted or partially accepted, UPRR will adjust the invoice at issue. The Motor Carrier has fifteen (15) days from the UPRR dispute response date to remit payment to UPRR in accordance with UIIA Section H.1.

DEFAULT DISPUTE RESOLUTION PROCESS IN THE UIIA - SECTION 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 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.