



Benchmark Terms and Conditions

These terms and conditions apply to the viewing, purchasing, rental, and sale of products and equipment from Benchmark Industrial Inc., an Ohio corporation ("Benchmark"). By purchasing product from Benchmark, you agree to be bound by and accept these terms and conditions.

Ownership of Materials, Trademarks and Copyright

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Limitation of Liability

Benchmark will not be liable for any indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory, including without limitation loss of profits, loss of business, or other economic damages. Benchmark is not responsible for delays in delivery which result from any circumstances beyond its control. Benchmark's aggregate liability shall not exceed the purchase price paid for any products purchased through this site, or, if no such products were purchased, ten dollars (\$10.00).

Pricing and Specifications

Benchmark strives to maintain prices at the lowest level. Occasionally, prices change without notice due to circumstances beyond our control. If you find the exact same product marketed for a lower price within 7 days of delivery, Benchmark will either (at Benchmark's discretion) provide a refund for the difference or accept the return of the product.

Shipping Policy

If you are shipping to a business address within Benchmark's currently published Zone 1 delivery area (see map here <https://www.benchmarkinc.com/national-coverage-zones>) on the Benchmark Website, and your order is over \$250 before sales tax, the product is typically delivered on a Benchmark truck and shipping costs are free. If your order is under \$250, then a \$25 delivery fee will be applied. See [national delivery map](#) for more details. If shipping to a residential address or outside the Delivery Area, then shipping is on common carrier or UPS depending on size, and the freight is added to the invoice.

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Returns

If for any reason you are dissatisfied with a purchase you made from Benchmark, please call 1-844-4 BENCHMARK or email customer.service@benchmarkinc.com to return the merchandise. However, any and all returns of merchandise must be received by Benchmark within sixty (60) days of Customer's purchase and in such event, Benchmark will credit Customer's account in the amount of the purchase but such credit must be used towards another purchase from Benchmark within one hundred eighty (180) days after return of the merchandise, otherwise such credit is null and void. Note: Except for proven defective merchandise as determined by Benchmark in its sole and absolute discretion, Customers will be fully responsible for shipping charges on cancelled orders or returned products. Due to their nature, custom, non-stock, and made-to-order products cannot be accepted for return unless the product was initially defective. In addition, all COVID-related products, including test kits, are non-cancellable and non-returnable.

Warranties

Customers acknowledge that Benchmark is not the manufacturer of any of the products purchased hereunder. Any warranty with respect to the products must come from the manufacturer. Benchmark will pass through to customers any applicable warranties of the manufacturer to the extent permissible. Notwithstanding anything to the contrary, Benchmark's liability is limited to the replacement value of the products purchased from this site. Benchmark and its affiliates hereby expressly disclaim all warranties either express or implied, related to products, including, without limitation, any warranty of merchantability or fitness for a particular purpose, or warranty of noninfringement. This disclaimer does not affect the terms of the manufacturer's warranty, if any.

Payment Terms

For those customers with established Benchmark credit, payment terms are Net 30 Days from the date of invoice. In addition, Benchmark accepts all major credit cards by phone at the time of order. Benchmark reserves the right to add a 3% processing fee for credit card purchases. Benchmark's preferred way to receive payment is via ACH, and also accepts checks via mail. COD is not a payment option Benchmark offers. If an account becomes overdue, Benchmark may assess a late penalty of 1.5% per month for all overdue balances.

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Equipment Rental or Loan of Equipment

If the customer rents equipment from Benchmark, or Benchmark loans equipment to customer (in each case, the "Equipment"), customer will either (1) pay the rental fee set forth in the applicable proposal (in the event of a rental), or (2) comply with the applicable requirements to maintain a business relationship with Benchmark, such as ordering minimum quantities of supplies (in the event of a loan). The Equipment is and shall remain Benchmark property, and no ownership is transferred by virtue of these terms and conditions or any purchase order. Benchmark rents and loans the Equipment to customer solely for customer's use, and for the intended use of the Equipment, including in strict compliance with all written and oral instructions as to the use and maintenance of the Equipment, including but not limited to any additional oral or written rules and instructions that Benchmark may provide to customer from time to time. Customer may not encumber the Equipment in any way.

So long as customer rents or is loaned the Equipment, customer shall use its best efforts to maintain and preserve the Equipment from theft, damage, or misuse. Customer shall not alter the Equipment in any manner without Benchmark's prior written consent. Customer is responsible for any loss of or damage to the Equipment, reasonable wear and tear excepted. Except for loss or damage caused by the acts of Benchmark, customer assumes all risks of loss and damage to the Equipment while in customer's control.

Upon termination or expiration of the rental period, if customer fails to maintain the business relationship in the event of loan, or upon a termination for convenience by Benchmark, which may be exercised at any time, customer shall return, or permit Benchmark to remove, the Equipment, at Benchmark's discretion and at customer's sole cost and expense. Customer shall not prevent, hinder, or obstruct removal of the Equipment. If Benchmark is unable to remove the Equipment, or customer does not return the equipment, by the end of the rental term due to the acts or omissions of customer, customer shall be liable, at Benchmark's sole option for 1) rent starting from the first day following the termination or expiration of the rental period, or 2) the standard market value of the Equipment at the time it was rented to customer. The foregoing does not in any way limit and is in addition to any other remedies available to Benchmark at law or in equity.

The Equipment and any instructions are provided "as is" and "as available," with all faults, and without warranties of any kind. Benchmark and its vendors and licensors disclaim all warranties, express and implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, quality of information, and title/non-infringement. No oral or written information or advice given by Benchmark or its authorized representatives will create any warranties or in any way increase the scope of Benchmark's obligations hereunder.

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Customer acknowledges and understands that the use of the Equipment involves risks of serious injury, permanent disability, or death. Customer acknowledges and accepts the risk of the foregoing dangers, and hereby waives, releases, and discharges Benchmark from all liability from death, injuries, or damages arising from, or in any way connected with, use of the Equipment, including any claims sounding in negligence or products liability. Customer further agrees to indemnify, defend, and hold harmless Benchmark against any claims brought by customer or any third parties arising out of or related to the Equipment.

Applicable Law

This site is controlled by Benchmark from our offices within the State of Ohio, United States of America. By accessing this site you agree that the laws of the State of Ohio, without regard to conflicts of laws principles, will apply to all matters relating to the use of this site and the purchase of products available through this site. Any litigation will be brought exclusively in Franklin County, Ohio, and customer consents to the jurisdiction of the Federal and State Courts located therein, submits to the jurisdiction thereof, and waives the right to change venue.

Entire Agreement

These terms and conditions constitute the entire agreement and understanding between you, the customer, and Benchmark concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto, including any oral statements made by Benchmark representatives or any alternate terms supplied by you to Benchmark unless otherwise agreed to by Benchmark in writing. To the extent that anything in or associated with site is in conflict or inconsistent with these terms and conditions, these terms and conditions shall take precedence.

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