

Service Conditions Applicable to Cartage Services

Table of Contents (click on a topic)

Application of Service Conditions	Page 1
Benchmark Cartage Services Waybill	Page 1
Other Bills of Lading or Shipping Documents	Page 2
Definition of Parties	Page 2
Customer and Shipper Warranties	Page 2
Hazardous Material Warranties	Page 2
Air Cargo Compliance	Page 3
Liability for Freight Charges	Page 3
Benchmark Cartage Services Warranties	Page 4
Weights and Measures	Page 4
Cargo Loss or Damage	Page 4
Commodities Not Accepted for Transport	Page 5
Reasonable Dispatch	Page 5
No Special Damages	Page 5
Claims Handling-Time Limits and Procedures	Page 5
Exceptions from Liability	Page 6
Miscellaneous Terms	Page 6
Assembly and Set-Up Services	Page 6
Air Cargo Rules and Security Protocol	Page 7
Benchmark Cartage Services Standard Waybill	Attachment "A"

Application of Service Conditions [\(return to top\)](#)

These Service Conditions supersede all previous Service Conditions and other prior statements concerning the Service Conditions applied by T&L Sales dba **Benchmark Cartage** reserves the right to modify, amend or supplement its rates, features of service, products and Service Conditions without notice. Copies of current Service Conditions may be obtained by contacting **Benchmark Cartage**. Rates and service quotations by our employees and agents will be based upon information provided by you, but final rates and service may vary based upon the shipment actually tendered and the application of the Service Conditions herein. Any conflict or inconsistency between any other written or oral statements concerning the rates, features of service, products and Service Conditions applicable to **Benchmark Cartage** service will be controlled by the **Benchmark Cartage** Waybill and these Service Conditions, as modified, amended or supplemented by **Benchmark Cartage**. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED. Monetary amounts stated in these Service Conditions refer to U.S. dollars.

Benchmark Cartage Waybill [\(return to top\)](#)

The terms and conditions of the **Benchmark Cartage** Waybill tendered by the carrier selected by **Benchmark Cartage** for pickup shall serve as a receipt for goods and shall, by reference, contain the terms and conditions set forth herein. These service terms and conditions, and the terms and conditions of the **Benchmark Cartage** Waybill shall apply.

Other Bills of Lading or Shipping Documents [\(return to top\)](#)

Any bill of lading or shipping document which is inconsistent with the transportation contract and receipt for goods published in these Service Terms and Conditions shall be executed for convenience only and shall be invalid to the extent it conflicts with the terms and conditions. Contract drivers and employees of **Benchmark Cartage** are not authorized to bind **Benchmark Cartage** to different terms and conditions.

These service conditions and limitations shall apply notwithstanding the issuance of any other air waybill or bill of lading by any party tendering a shipment to carrier. The party tendering shipments to **Benchmark Cartage** shall indemnify and hold **Benchmark Cartage** harmless from any demand or obligation which exceeds those set forth herein.

Definition of Parties [\(return to top\)](#)

"Shipper" means any and all entities tendering shipment to **Benchmark Cartage** for carriage, including entities physically tendering shipment and entities on whose account shipment is to be made and includes the Shipper, Consignor and their agents, servants and employees, and any other person or entity having or claiming an interest in or beneficial ownership in a shipment. As used herein, "shipper" shall include, but is not limited to, air freight forwarders, property brokers, surface forwarders / consolidators, customs brokers, and other logistics providers who tender shipments to **Benchmark Cartage**. Regarding all shipments tendered by any Shipper as defined above, the shipper represents that it has the authority to enter into this agreement on behalf of its customer and warrants that it is the disclosed agent of its customer.

The term "Customer" as used herein shall include any shipper, air freight forwarder, property broker, surface forwarder/consolidators, customs brokers, or other third-party tendering shipments to **Benchmark Cartage**. Where any intermediary, other than the beneficial owner of the freight, tenders shipments to **Benchmark Cartage**, such intermediaries shall be the disclosed agent of the beneficial owner of the goods and the term "Customer" shall include its principal.

The term "Carrier" or "Carriers" as used herein shall mean the independently owned and operated motor carriers and other qualified service providers into whose care, custody and control shipments shall be tendered by **Benchmark Cartage** subject to these service conditions.

Customer and Shipper Warranties [\(return to top\)](#)

Any party tendering shipments to **Benchmark Cartage** which is not the beneficial owner of the goods represents and warrants to **Benchmark Cartage** that it is authorized by the beneficial owner, shipper or consignee to be named on the bill to tender the shipment to **Benchmark Cartage** and to bind its principal to the terms and conditions of these Service Conditions. Any such customer, when tendering cargo to **Benchmark Cartage**, further agrees to indemnify and hold harmless **Benchmark Cartage** from any claim that it lacked authority to bind its principal to the terms and conditions set forth herein, including limitations of liability.

Hazardous Material Warranties [\(return to top\)](#)

Shipper and customer certify that all shipments shall be acceptable for transport under U. S. DOT and FAA regulations based upon mode selected and reflected on the shipping documents. The hazardous

nature of any shipment tendered to **Benchmark Cartage** shall be properly identified at time of booking and shall be properly reflected on the shipping documents at time of pickup by **Benchmark Cartage** contract service provider. Customer and Shipper agree to indemnity and hold harmless **Benchmark Cartage** and its transportation service providers from all claims, fines, and liabilities arising out of their individual and collective failure to properly tender, label, identify or tender hazardous material for transport

Air Cargo Compliance [\(return to top\)](#)

We will only accept shipments having a prior or subsequent movement by air from direct and indirect air carriers, subject to regulation by the Transportation Security Administration. All customers tendering air freight to us warrant compliance with TSA safety protocols and agree to indemnity and hold us and our subcontractors harmless from any breach in such compliance. We submit to a standard safety protocol designed to feasibly meet the security requirements of the multiple customers we serve. Prior to utilizing our service for ex-air moves, customers are advised to contact our Security Coordinator at 281-821-8310 to obtain information concerning our security protocols and to ensure that the supply chain is not compromised.

Liability for Freight Charges [\(return to top\)](#)

Subject to its sole discretion, **Benchmark Cartage** shall extend credit to qualified customers and may by agreement initially bill an intermediary, the named consignor, or the named consignee on the air waybill. All freight charges shall be paid within thirty (30) days of invoice without offset. Invoices not paid within thirty (30) days shall be subject to interest at the rate of one and a half percent (1.5%) per month until paid. If collection efforts are required by **Benchmark Cartage** to collect any amount due, collection fees shall apply.

Benchmark Cartage does not employ other intermediaries as its agents to solicit shipments and bills such parties as a disclosed agent of the shipper who guarantees payment upon default of its disclosed agent, **Benchmark Cartage** acquires recourse to the consignor and consignee under the shipping documents in the event freight charges are not paid.

Benchmark Cartage reserves the right to demand prepayment of charges by bank check or money order on any shipment. A twenty-five USD (\$25) fee will be applied for any check dishonored due to insufficient funds or incorrect or insufficient signature of the drawer.

Send remittance via overnight letter to:
T&L Sales dba Benchmark Cartage
16302 Aldine Westfield Rd.
Houston, TX 77032

Benchmark Cartage shall have a lien on all shipments in its possession, whether actual or constructive, tendered to it by the shipper for any and all amounts due it by the shipper. This shall be a general lien on all shipments in its possession tendered by the shipper, and not limited to a specific lien on shipments for which charges are due. Enforcement of liens may be on any commercially reasonable terms.

Benchmark Cartage reserves recourse to the shipper and the beneficial owner of goods for payment of freight charges in the event of default by the party tendering the shipment to **Benchmark Cartage** for transport.

Benchmark Cartage Services Warranty [\(return to top\)](#)

Benchmark Cartage warrants to Shipper that it will retain qualified motor carriers which meet the following criteria:

Carrier shall have all risk cargo insurance in the amount of not less than \$100,000 per shipment;
Carrier shall maintain public liability insurance in the amount of not less than \$1,000,000 as required by federal regulations (BMC-91X on file);
Carrier shall maintain workers compensation insurance as required by state law;
Carrier shall provide certificates of insurance upon request;
Carrier is authorized by U.S. DOT to provide proposed services;
With respect to air cargo, all carriers have subscribed to a uniform safety and security protocol;
Upon payment of freight charges to it, **Benchmark Cartage** warrants that all third-party carriers will be paid in full.

Weights and Measures [\(return to top\)](#)

Unless specifically otherwise agreed to in writing, **Benchmark Cartage** retains the right to re-weigh and/or measure, for the purpose of, applying correct charges for any shipment(s) at any time while in **Benchmark Cartage** custody and control, and to collect the appropriate charges without first advising, reporting back to, pre-alerting, or otherwise notifying the Shipper, Consignee or other interested party. **Benchmark Cartage** reserves the right to assess transportation charges based on volumetric standards. Dimensional weight pricing is applicable on all shipments with a total volume of more than 250 cubic inches. Dimensional weight is calculated by multiplying length by width by height of each package (all in inches) and dividing by 250. The dimensional weight of each package in the shipment is added, and the total dimensional weight of the shipment is then compared to the actual weight of the shipment. If the dimensional weight exceeds the actual weight, transportation charges for the shipment are based on the dimensional weight.

Cargo Loss or Damage [\(return to top\)](#)

Liability for loss or damage is applicable to **Benchmark Cartage** and its carriers.

Benchmark Cartage arranges for transportation of all surface moves which may be governed by 49 U.S.C. '14706 and for movements having a prior or subsequent movement by air and other shipments which are exempt from federal statute. As is customary in the expedited freight industry, **Benchmark Cartage** follows simplified rating procedures predicated upon a release rate evaluation of 50 cents per pound per article. Unless otherwise noted and agreed to in writing, this limit of liability shall apply to all shipments tendered to **Benchmark Cartage** and shall limit not only **Benchmark Cartage** liability, but also the liability of the motor carriers and other transportation service providers in care, custody and control of shipments pursuant to arrangements made by **Benchmark Cartage**.

In order to ensure strict compliance with surface transportation statutes, **Benchmark Cartage** customers are allowed to choose an alternative higher limit of liability.

In the absence of declared value, the liability of Benchmark Cartage Services and its transportation service providers shall be 50 cents per pound for that part of the shipment damaged or lost, but not less than fifty USD (\$50) per shipment. The weight used to determine the limit of liability shall be the same that is used to determine the freight charges of the shipment. In the event that the weight of a lost or damaged article cannot be determined and the lost article was part of a larger shipment, an average weight of each piece may be used in the settlement of the claim. Such average will be determined by

dividing the weight by the total number of pieces in the shipment. Shipments with a declared value in excess of fifty cents (\$0.50) per pound or fifty USD (\$50) per shipment, whichever is greater, shall be subject to increased freight charges.

In the event the party tendering shipment to **Benchmark Cartage** is obligated for greater limits of liability pursuant to a through air bill by contract or otherwise, it shall assume sole responsibility for the liability to the extent it exceeds the agreed release rate and shall indemnify **Benchmark Cartage** and its carriers, and shall waive subrogation with respect to any insurance purchased to provide excess liability coverage

Commodities Not Accepted for Transport [\(return to top\)](#)

Items of an extraordinary value shall not be accepted for carriage unless agreed to in writing by **Benchmark Cartage** management. Such items shall include but not be limited to: statues of any kind, antiques of any kind, crystal ware, china, paintings and artwork, asbestos, currency of any nation, negotiable instruments, gold or silver bullion. Items of a fragile nature that may be inadvertently accepted without the written approval of **Benchmark Cartage** management shall still be subject to all terms and conditions, including but not limited to limitation of liability, whether or not any declared value is made.

Reasonable Dispatch [\(return to top\)](#)

No time is fixed for the completion of carriage, and neither **Benchmark Cartage** nor its carriers shall be liable for any loss or damage caused by failure to commence or complete carriage within a certain time. **Benchmark Cartage** and its carriers assume no obligation to carry goods over any particular route. **Benchmark Cartage** and its carriers assume no obligation to carry the goods in any particular vehicle, and are authorized to select alternate means of transportation and deviation from route without liability.

No Special Damages [\(return to top\)](#)

Neither **Benchmark Cartage** nor its carriers shall have any liability for any special or consequential damages. All terms and conditions of the standard **Benchmark Cartage** waybill shall apply.

Claims Handling-Time Limits and Procedures [\(return to top\)](#)

Cargo claims for loss or damage of surface transportation moves must be filed within 9 months in accordance with 49 C.F.R. 370. The statute of limitation for filing suit shall be 2 years and 1 day after issuance of written denial. For shipments having a prior or subsequent movement by air, the deadline for instituting suit shall be 1 year after the claim is denied in whole or in part. All claims should be sent to T&L Sales dba **Benchmark Cartage** in writing via certified mail or the like at 16302 Aldine Westfield Road, Houston, TX 77032. Service upon **Benchmark Cartage** shall be considered as service upon its carrier in possession and control and **Benchmark Cartage** will provide claims administration services for its contracted carriers. No claims shall be considered and no claims shall be paid unless and until all transportation charges have been paid and customer agrees that cargo claims cannot be offset against freight charges. General principles of federal transportation

law shall apply and any action against **Benchmark Cartage** shall only be brought on State Court or Federal Court (where applicable) having jurisdiction in Harris County, Texas.

In addition to the released evaluation agreed to pursuant to these terms and conditions, Customer agrees that any lower limit of liability agreed to between the Shipper and the logistics provider which retains **Benchmark Cartage** shall apply and that no party shall seek to recover from **Benchmark Cartage** or its carriers a greater sum than any limitation agreed to pursuant to a through bill of lading.

Where a forwarder, broker, or logistics provider tendering traffic to **Benchmark Cartage** has agreed to higher limits of liability with its shipper, in tendering shipments to **Benchmark Cartage**, it agrees that the maximum liability of **Benchmark Cartage** and its carriers shall not exceed the released rate limitation set forth herein and that it will indemnify and hold harmless **Benchmark Cartage** and its carriers from all claims, including attorney's fees in the event that amounts greater than agreed to herein are sought.

Exceptions from Liability [\(return to top\)](#)

Without waiver of any other provision of these terms and conditions, **Benchmark Cartage** and its carriers shall not be liable for any damage or loss of any nature caused by

- (a) acts of God, public enemy, or public danger incident to a state of war;
- (b) any default of the shipper or consignee;
- (c) the nature of the shipment, or any defect, characteristic or inherent vice of the shipment;
- (d) violations by the shipper or consignee of any conditions of these terms and conditions;
- (e) compliance with laws, governmental regulations, orders or requirements of any jurisdiction; or (f) any other cause beyond the control of **Benchmark Cartage**.

Miscellaneous Terms [\(return to top\)](#)

If any provision or provisions of these terms and conditions shall be unenforceable, all remaining provisions shall remain, and the parties bound to them.

These terms and conditions may be changed without notice, and the effective version of these terms and conditions shall be as posted at www.benchmarkcartage.net and shall also be available upon request. The version of these terms and conditions in effect as of the date the shipment is tendered to **Benchmark Cartage** shall be the applicable version. The **Benchmark Cartage** website at www.benchmarkcartage.net is for the convenience of **Benchmark Cartage** customers, and shall be subject to its terms of use, and shall not affect these terms and conditions.

Assembly and Set-Up Services [\(return to top\)](#)

In addition to point-to-point transportation to be provided pursuant to the rates and schedules set forth herein or as otherwise agreed in writing, **Benchmark Cartage** service provider, upon shipper's request and for charges to be determined, may provide inside delivery and setup of cargo. When such service is rendered, the consignee shall first sign carrier's bill of lading, noting any damage to external packaging prior to unpacking. Signature without notification or exception shall constitute prima facie evidence that the shipment was not damaged in transit. Then, if during the unpacking of goods,

concealed damages are found, the consignee shall note such concealed damages on the house waybill and shall contact the shipper immediately. Shipper acknowledges that neither **Benchmark Cartage** nor its carrier pack goods for transportation nor inspect shipments prior to acceptance of goods into the carrier's care, custody and control. Accordingly, shipper shall have the burden of proof to demonstrate that any concealed damages were caused by shipper negligence.

Air Cargo Rules and Security Protocol [\(return to top\)](#)

Neither **Benchmark Cartage** nor its contractors are entities subject to direct regulation by the Transportation Security Administration (TSA). All shipments having a subsequent movement by air cargo must be tendered to **Benchmark Cartage** by direct air carriers or indirect air carriers (IACs) who accept TSA responsibility for the shipment. In tendering air cargo shipments to **Benchmark Cartage**, the Customer certifies that they are in compliance with applicable TSA security requirements and that the services of **Benchmark Cartage** are those of a non-exclusive ground agent.

Attachment "A" - Benchmark Cartage Services Standard Waybill
[\(return to top\)](#)

BENCHMARK CARTAGE SERVICES 16302 Aldine Westfield • Houston, Texas 77032 (281) 821-8310 • FAX: (281) 821-9333		CONTROL	72172	
			DATE / /	
SHIPPER	FROM		TO	
	NAME _____		NAME _____	
	ADDRESS _____		ADDRESS _____	
	SHIPPERS NO. _____		CONSIGNEES NO. _____	
<input type="checkbox"/> COLLECT <input type="checkbox"/> 3rd PARTY <input type="checkbox"/> PREPAID		VALUE FOR CARRIAGE: 50¢/LB OR \$50.00 UNLESS A HIGHER VALUE IS DECLARED HEREON DECLARED VALUE: \$ _____		
INTERLINE CARRIER BILL NO. _____				
NO. PCS.	DESCRIPTION	WEIGHT	AGENT CHARGES <input type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	
	1		Line Chg.	
			Delivery	
			Pickup	
			Advance	
I certify that this cargo does not contain any unauthorized explosives, incendiaries or hazardous materials. I consent to a search of this cargo. I am aware that this endorsement and original signature, along with other shipping documents, will be retained and on file for at least thirty days.			Ex Value	
			Other	
SHIPPER / REPRESENTATIVE SIGNATURE: SIGN NAME X _____ PRINT NAME X _____ DATE _____				
RECEIVED IN GOOD ORDER EXCEPT AS NOTED		RECEIVED IN GOOD ORDER BY CONSIGNEE		C.O.D.
BY _____ DRIVER		BY _____		C.O.D. FEE
SHIPPER		DATE _____	TIME _____	TOTAL
<div style="display: flex; justify-content: space-between;"> 1. — ORIGINAL IMPORTANT! ALL CLAIMS FOR LOSS OR DAMAGE MUST BE PRESENTED WITHIN 30 DAYS AFTER DELIVERY. </div>				