amount set forth in (a) above; (d) Customer agrees that the company shall, in no event, be liable for consequential, punitive, or special damages in excess of the monetary limit provided for above.

10. Presenting Claims. Company shall not be liable under paragraph 9 for any claims not presented in writing within a reasonable time after the occurrence of the event or events alleged to cause any such claim or demand, and the party making such claim or demand shall have the burden of proving all facts constituting such claim or demand, including but not limited to the following: (a) the nature and extent of the loss or damage alleged; (b) the amount of any out-of-pocket expense incurred by the customer, including reasonable attorney fees; (c) the method by which the claim or demand was presented to the Company; and (d) the amount of any insurance proceeds thereon. Failure to comply with any of the requirements of this paragraph shall relieve the Company of all liability, whether under the contract, law or equity, for any loss, damage, expense or delay to the goods for any reason whatsoever when said goods are in custody, possession, control or under the supervision of the Company in transit or stored at its place of business, or at the place of the occurrence of theevent.

11. Indemnification for Freight, Duties. In the event that a carrier, other person or any government agency makes a claim or institutes legal action against the Company for ocean or other freight, duties, lines, penalties, liquidated damages or other monies due arising from a shipment of goods to the Customer, the Customer agrees to indemnify and hold harmless the Company for any amount the Company may be required to pay such carrier, other person or government agency together with reasonable expenses, including attorney fees, incurred in the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not affect or diminish the liability of the Customer to the Company to pay all charges or other money due provided for in the Services.

12. No Responsibility for Governmental Requirements. It is the responsibility of the Customer to know and comply with the marking requirements of the U.S. Customs service, the regulations of the U.S. Food and Drug Administration, and all other requirements. Including regulations of federal, state and/or local agencies pertaining to the merchandise. The Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements or regulations of any governmental agency or with any notification to the Customer by any such agency.

13. Indemnity against Liability Arising from the Importation of Merchandise. The Customer agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the importation of merchandise. The Customer agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the importation of merchandise. The Customer agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the importation of merchandise. The Customer agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the importation of merchandise. The Customer agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the importation of merchandise. The Customer agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the importation of merchandise. The Customer agrees to indemnify and hold the Company harmless from any claims and/or liability arising from the importation of merchandise.

14. Loss, Damage or Expense Due to Delay. Unless the services to be performed by the Company on behalf of the Customer are delayed by reasons of the negligence or other fault of the Customer, the Company shall not be responsible for any loss, damage or expense incurred by the Customer because of such delay. In the event the Company is at fault, as defined, its liability is limited in accordance with the provisions of paragraphs 9-10 above.

15. Governing Law; Consent to Jurisdiction and Venue. The terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of North Carolina without giving consideration to principles of conflict of law. Customer and Company (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Guilford County, North Carolina; (b) agree that any action relating to the services performed by the Company, shall only be brought in said courts; (c) consent to the exercise of in personam jurisdiction by said courts over it, and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.