1. ARBITRATION: (a) Any controversy arising out of or relating to this contract (including, but not limited to, its interpretation or application by any arbitrators in the City of Greenville in accordance with the Rules of the American Arbitration Association or the General Arbitration Council of the Textile and Apparel Industries, as determined by the party instituting the arbitration and judgment shall be final and binding on the parties hereto in the court having jurisdiction thereof. The arbitrators sitting in any such controversy shall have no power to alter or modify any express provision of this contract or render any award which by its terms effects such a departure from said provisions. The arbitrators shall not be empowered to determine whether or not Seller shall be required to deliver or release goods to Buyer until Buyer has fulfilled all of its obligations to Seller under all of the contracts involved in the arbitration. The parties consent to the application of the arbitration procedure of the South Carolina Bar Arbitration Committee and the provisions of the Court of Common Pleas of Greenville, South Carolina or the United States District Court for the Greenville Division of South for all purpose in connection with this agreement to arbitration. (b) Any party may object to the arbitration proceeding provided for herein to either of said Courts or a Judge thereof may be served inside or outside the State of South Carolina by registered, certified mail, return receipt requested, or by personal service, provided a written objection has been received in a manner as aforesaid within thirty (30) days from the date of such notice to the arbitration proceeding. If the objection is not made within said period of time, the arbitration proceeding shall be deemed to be the sole, exclusive, and final means by which to resolve all claims on Buyer’s part. All issues relating to Statute of Limitations (which include the provisions of this subparagraph) barring or preventing the commencement of proceedings shall be determined by the arbitrators. The arbitrators shall be instructed to determine such issues. Participation in the arbitration shall not constitute a waiver of the Statute of Limitations. (c) Seller shall have all rights to provisions remedial which it would have at law or equity, notwithstanding the existence of this agreement to arbitrate. (d) Any claims which Buyer may assert against Seller’s agent arising under this contract, shall be asserted against Seller in the arbitration proceeding provided for herein, and Buyer waives any right to institute a separate action at law against Seller’s agent. (e) Any award in a monetary amount by the arbitrator in an arbitration proceeding involving the possession, custody or control of Seller shall be by agreement of all parties, and, in the event of a breakdown in that process, the arbitrator shall have the discretion to determine such issues. Participation in the arbitration shall not constitute a breach of this contract. 2. PAYMENT: All invoices are payable in United States dollars. No discount may be taken unless specified on the face of the contract. Any check or remittance received from or for the account of Buyer may be accepted and applied by Seller against any indebtedness or obligation owed by Buyer hereunder. Goods are properly marked, packed and shipped F.O.B. Seller’s address unless specified on the face of the contract. Where Seller has tendered the goods and Buyer has left the goods in Seller’s possession (f) Seller shall have all rights to provs constitutionally void and shall be voidable at Seller’s option, give notice in writing to Buyer that Seller is ready and willing to perform in any reasonable manner. In no case will any claim be barred or prevented by the provisions of this clause. (h) Seller shall not be liable for any default, breach or defect in quality of goods purchased by Buyer, in its sole discretion, without notice to Buyer; (i) Seller shall not be liable for any default, breach or defect in quality of goods purchased by Buyer, in its sole discretion, without notice to Buyer; (ii) Seller shall have all rights to provisions remedial which it would have at law or equity, notwithstanding the existence of this agreement to arbitrate.
(b) Within thirty (30) days after receipt of written notice of claim for defects in goods, Buyer shall make the goods available at a point in the continental United States designated by and without cost to Seller. Failure to do so constitutes acceptance and waiver of all claims for defect. Seller may, in its discretion, examine and accept such goods for return or make allowances agreeable to both parties. If the goods are accepted for return, Seller, at its option, may replace the goods within a reasonable time in full satisfaction of all claims of Buyer.

(e) The limit of Seller’s liability for defective goods shall be the difference, if any, in value on the contract date for performance between the goods specified and the goods actually tendered or delivered. The limit of liability of Seller for late or non-performance shall be the difference, if any, between the contract price and the fair market price on the contract date for performance of the goods in question. Buyer shall not be entitled to damages for late or non-performance unless it actually purchases the same merchandise elsewhere at a higher price (which is the fair market price). In no event shall Buyer be entitled to claim or receive any consequential, indirect and/or special damages of any nature for defective goods or late or non-performance or otherwise, and in no instance may damages include profit or loss of profit on contemplated use or profit or loss of profit of any description.

(d) The methods, procedures and tolerances for determining conditions and properties in goods, including weight, shall be in accordance with ASTM test procedures or AATCC test methods on textile materials in effect as of the date of this contract.

Seller, including its agents, representatives or otherwise, shall not and does not accept, assume or undertake any responsibility or liability to indemnify, defend, save or hold harmless any person, firm or party from or against any loss, damage or injury, regardless of any language by which such acceptance assumption or undertaking purports to be expressed or implied.

(f) Buyer agrees to save Seller harmless and indemnify it against any claims of third persons for injuries or damages resulting in whole or in part from the fault of Buyer in the manufacture or sale of the product made from the goods covered by this contract.

11. PRICES: Prices on this contract are based upon costs to Seller (as of the date of this contract) from Seller’s customary sources of raw materials and other supplies, labor and other services, and energy. Prices on any unfilled portion of this contract are subject to increases to the extent of added cost to Seller for raw materials and other supplies, labor and other services, energy, or governmental action or legislation. The amount of any such increase as computed by Seller shall be binding upon Buyer except for clerical or mathematical errors.

12. TRADEMARKS; PATENTS; PATTERN AND DESIGN RIGHTS: No right to use the name, or any trade name or Trademark of Seller, or any parent, subsidiary or affiliate of Seller, or to identify Seller, or such parent, subsidiary or affiliate, with the goods, passes to Buyer under this contract, and Buyer agrees, unless authorized in writing in each instance by Seller, to refrain from, directly or indirectly, using any such name, trade name or trademark, or identifying Seller, or such parent, subsidiary or affiliate, with the goods. Buyer further agrees to obligate anyone acquiring from Buyer any of the goods covered by this contract, or any product of which the goods purchased under this contract are a component part, to comply with the foregoing provisions, and to prevent violation of same.

Seller, at its option, may cancel this or other contracts with Buyer for the sale of any products, the manufacture, sale or use of which, in Seller’s opinion, constitutes an infringement of any third party proprietary rights or is alleged by a third party to infringe any of its proprietary rights. Buyer agrees to hold Seller harmless against all losses, damages and expenses arising from claims of infringement of any third party’s proprietary rights on materials for which Buyer furnished specifications to Seller and which Seller produced in compliance with such specifications, or from any improper or unlawful use of any name, trade name, trademark, symbol, design, trade dress, identification of material content or other labeling used by Seller at Buyer’s instructions.

No right in any pattern or design of goods covered by this contract passes to Buyer except as an integral part of the goods, and Buyer agrees not to copy, or cause to be copied or reproduced, either directly or indirectly, any such pattern or design.

13. TECHNICAL ADVICE: Seller may, upon Buyer’s request, furnish technical advice, without charge, with respect to the use of goods sold hereunder, to the extent that Seller has such advice conveniently available. However, it is expressly understood by Buyer that Seller is under no obligation to furnish technical advice and it is further understood by Buyer that such advice is given by Seller and accepted by Buyer at Buyer’s sole risk. Under no circumstances shall Seller be responsible to Buyer, or liable, for the advice or assistance given or the results thereof.

14. NOTICES: All communications provided for hereunder shall be in writing, and if to Seller, mailed or delivered to Seller at the address stated on the face hereof, or if to such other address as Seller may designate in writing, and if to Buyer, mailed or delivered to Buyer at its address designated on the face of this contract or at such other address as Buyer may hereafter designate in writing.

15. CHANGES: This contract contains all the terms and conditions of the contract between Buyer and Seller. It may not be altered or modified by Buyer except in writing, signed by Seller. No waiver by either party of any default shall be deemed a waiver of any subsequent default. THERE ARE NO REPRESENTATIONS, OPTION, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, EXCEPT THOSE HEREIN SPECIFICALLY CONTAINED.

16. ASSIGNMENT: No rights of Buyer under, or arising out of this contract may be assigned without the express written consent of Seller.

17. FUTURE TRANSACTIONS: Except to the extent a future transaction is governed by a signed contract between the parties, the terms and conditions hereof including, without limitation, the arbitration provision, shall govern all future transactions.

18. BINDING EFFECT: This contract shall be binding upon the parties hereto, their heirs, successors and assigns.