1.  
1.1 Any controversy arising out of or relating to this contract (including any modifications thereto) shall be settled by arbitration before three (3) 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 upon the award rendered may be entered in any court having jurisdiction thereof.  

2.  
2.1 The Buyer will have the right to inspect and test the goods delivered under this contract for a period of thirty (30) days after delivery; such inspection and testing to be conducted by the Buyer as required by paragraph 9 above, and that upon discovery Buyer written claim (notify Buyer in writing of any defects or nonconformities as soon as Buyer becomes thereof and, In the event of Buyer's failure to institute proceedings, not more than thirty (30) days after the goods were delivered, Buyer shall be deemed to have accepted the same, and no further recourse against Seller shall be available, whether the goods are accepted for return, Seller, at its option may replace the goods within a reasonable time of notice, or may refuse to accept such goods.  

3.  
3.1 The Buyer shall not be entitled to any adjustment or discount on account of any claim unless it is brought to the attention of Seller within thirty (30) days after the receipt by Buyer of the merchandise claimed to be defective, and the right of Buyer to any such adjustments or discounts shall mature and expire upon the expiration of such thirty (30) day period.  

4.  
4.1 All defects, nonconformities or deviations from applicable Specifications or drawings observed by Buyer and/or any Buyer's customer shall be promptly notified to Seller in writing, stating the reason for such defect, nonconformity or deviation and such notification of all defects, nonconformities or deviations shall constitute a demand for prompt correction thereof.  

5.  
5.1 Buyer's inspection and testing of the goods prior to release for use shall be for the purpose of verifying the compliance with the Specifications and drawings and in no event shall constitute acceptance or approval of the goods.  

6.  
6.1 The Buyer may at any time, prior to the delivery of the goods, require the Seller to make any changes or modifications to the goods, and Seller shall use its best efforts to make such changes or modifications.  

7.  
7.1 Neither the Buyer nor any Buyer's customer shall have any claim against Seller for any damage or loss, direct or indirect, arising in whole or in part from the goods, unless the Buyer shall have notified Seller in writing of the occurrence of such damage or loss within thirty (30) days after the occurrence of such damage or loss.  

8.  
8.1 Claims for shortage, overage, or defects in quantity or weight shall be filed with Seller within ten (10) days after receipt of the goods, and Buyer shall not be entitled to any further credit or adjustment for any shortages, overages or defects unless such claim is filed within ten (10) days after receipt of the goods.  

9.  
9.1 Seller's warranty shall be for a term of one (1) year from date of delivery to Buyer or such other period as stated in the contract and shall cover all defects, nonconformities, or deviations from applicable Specifications or drawings of the goods affecting their acceptability in accordance with the Specifications or drawings.  

10.  
10.1 All claims for shortage, overage, or defects in quantity or weight shall be filed with Seller within ten (10) days after receipt of the goods, and Buyer shall not be entitled to any further credit or adjustment for any shortages, overages or defects unless such claim is filed within ten (10) days after receipt of the goods.  

11.  
11.1 Any dispute arising out of or relating to this contract shall be settled by arbitration before three (3) arbitrators in the City of Greenville, South Carolina, 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 upon the award rendered may be entered in any court having jurisdiction thereof.  

12.  
12.1 Any controversy or dispute under or arising out of the delivery of the goods hereunder, including but not limited to claims by Buyer hereunder, shall be settled by arbitration before three (3) arbitration panels in the City of Greenville, South Carolina, 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 upon the award rendered may be entered in any court having jurisdiction thereof.  

13.  
13.1 Any controversy or dispute under or arising out of the delivery of the goods hereunder, including but not limited to claims by Buyer hereunder, shall be settled by arbitration before three (3) arbitration panels in the City of Greenville, South Carolina, 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 upon the award rendered may be entered in any court having jurisdiction thereof.