

Remington®



REMINGTON ARMS COMPANY, INC.

POWDER METAL PRODUCTS DIVISION

ILION, NEW YORK 13357

TELEPHONE (315) 894-0901

QUOTATION

TO: REMINGTON ARMS CO., INC.
ILION, NEW YORK 13357

QUOTATION NO. 7-3988

DATE:

APRIL 26, 1982

ATTENTION: MR. JAMES BOWER

Gentlemen:

We thank you for your recent inquiry and are pleased to quote you prices and delivery on items listed below, subject to the conditions on the reverse side.

Part No.	Description	Material	Quantity	Price
	COVER - "BLANK" BASED ON SAMPLE PART SUBMITTED WITH MINOR CHANGES REQUIRED FOR P/M PROCESSING.	HD-2023	10,000 25,000	\$261.65/M * 245.69/M
	COMPACTING TOOLS			\$5,600.00

REMARKS:

PARTS WILL BE SUPPLIED IN A BARREL FINISHED CONDITION, PROCESSED TO A DENSITY OF: 6.9 g/cc.
*EVERYTHING BUT SLOT IN PIN AND END FLANGES.

TERMS: F.O.B. Ilion, New York.

Tools: Net Cash upon submission of approved samples.

Parts: Net 30 days after shipment. Interest on overdue accounts will be at the rate of 15% per annum, subject to statutory limitations.

SETUP CHARGE: An additional \$

charge will be required on order procurements of less than 10,000 units.

DELIVERY: Preproduction samples

16-18

weeks after receipt of a firm tooling order.

REMINGTON ARMS COMPANY, INC.

POWDER METAL PRODUCTS DIVISION

By:

J. R. PUGLIESE

REMINGTON-UMC CORPORATION

POWDER METAL PRODUCTS DIVISION

1111 WEST KROY WAY, NORFOLK

FILLING OF ORDERS - All orders, whether solicited or unsolicited, are subject to our ability to fill any orders so accepted, and we will be under no liability to you for our failure or refusal to accept any order, or for our failure to fill any accepted order, when such failure is due to causes and contingencies beyond our control, including but not limited to strikes, labor trouble, wars domestic or foreign, fires, floods, explosions, accidents, sabotage, inability to obtain essential materials or equipment, and orders or requisitions by the United States Government. Any statement relating to the date of shipment or delivery represents Seller's best estimate, but is not to be construed as a guarantee.

PRICE - The prices shown on opposite side of this quotation are for immediate acceptance and subject to change without notice, and the right is reserved to change the prices shown on the face of this quotation at any time prior to the acceptance by Seller of your firm order.

ADDITIONAL EXPENSE - It is understood that the Buyer will pay for any additional expense incurred as a result of the Buyer's changing specifications or any requirements after its order has been accepted.

CANCELLATION - Orders accepted by the Seller are not subject to cancellation except with Seller's consent, and upon terms which will indemnify the Seller for all loss or damage.

EXCISE TAXES - It is understood that Buyer agrees to pay all excise taxes or other taxes, if any, that may be levied on the items referred to on the face of this quotation, or upon, or in connection with the manufacture, sale or shipment thereof.

TOOL OWNERSHIP - Payment of charges for tools, dies, or similar equipment does not convey title to it nor the right to remove such equipment from Seller's plant. Tool charges as shown on the face of this quotation represent only a portion of the tool cost. These units are perishable tools, vulnerable in nature, and remain Seller's property.

PATENT - Seller warrants that the use or sale of the material delivered hereunder will not infringe any United States patent covering the material itself, but does not warrant against infringement by reason of the use thereof in combination with other material or in any process. This warranty shall not apply to any infringement which results from acts of Seller necessary to comply with drawings or specifications furnished by Buyer. Moreover, Buyer shall save the Seller harmless from all liability and litigation expense occasioned by such alleged infringement caused by such combination or process uses and/or acts necessary to comply with said drawings and specifications.

QUALITY - Quality inspection by us will be made on a sampling basis only, in accordance with our sampling tables for an AOQL of 3% on powdered metal blanks and a 5% AOQL on parts requiring secondary machining. If a higher level is desired or 100% inspection is required, the prices quoted hereon may be subject to change by us before final acceptance of an order.

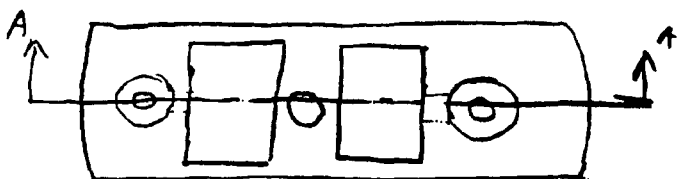
QUANTITY - Orders will be considered completed when shipments have been made within $\pm 10\%$ of the quantity ordered, unless another quantity arrangement is agreed upon when an order is placed.

CLAIMS - Any products proving defective because of material or workmanship will be replaced or credited by mutual agreement between Buyer and Seller. Such claims must be presented by Buyer within 30 days of receipt of said defective product. No claims for labor or damage will be allowed. Other claims, such as shortages, must be made immediately upon receipt of goods. The remedy and liability for a defective product set forth above shall be the sole and exclusive remedy and liability for any defective product sold hereunder. There are no warranties of fitness for any particular purpose on said product or any other warranties (express or implied) concerning the performance capability thereof.

THIRD PARTY CLAIMS - Since the Seller has no control over the circumstances under which his product will be used by the Buyer, Buyer hereby agrees to protect, defend, hold harmless, and indemnify the Seller from any damages, claims, losses, liabilities and expenses (including, but without limitation, litigation expenses) arising out of or in connection with the use of Seller's product or a product into which the Seller's product has been incorporated.

TOOL CHARGE - Seller shall submit to Buyer a previously agreed upon number of preproduction samples for Buyer's approval. Upon approval of said sample parts, the Buyer shall pay the applicable tool charge specified on the face of this Quotation.

COVER



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