

will never received in
Legal Department, but
Emery says has been paid.

Fred Scinto's Department
probably handled it.

EMERY

WORLDWIDE

☐ **PM SERVICE**
☐ **PM SERVICE**
☐ **OTHER SERVICE**
☐ Saturday Delivery

See

BR 31059

Shipper's Account Number

Date 10/6/82

Origin Office

Shipment Number

From (Your Name)

Phone

Collect Shipper's Charges on Delivery

To (Contact Name)

Phone

P. P. SPERLING, ESQ. 203-286-3042

JAMES D. HUEGLI, ESQ. 553-222-990

REMINGTON ARMS CO., INC. (LEGAL)

SCHWABE, WILLIAMSON, WYATT, MOORE & ROBERTS

P.O. BOX 1939

1200 STANDARD PLAZA

939 BARNUM AVENUE

1100 S.W. 6th AVENUE

BRIDGEPORT, CT

PORTLAND, OREGON

Zip Code (Required)

06601

Zip Code (Required)

97204

Shipper's Reference No.

Declared Value

\$

☐ Company Check Payable to Shipper Acceptable

Consignee's Account No.

Consignee's Reference No.

Number of Pieces	Description and Marks	Commodity Code	Weight	Package Dimension			
				Pcs.	L	W	H
1	EXPRESS ENVELOPE	FE	9 lbs.				

SPECIAL INSTRUCTIONS

This non-negotiable air way bill is subject to the Terms and Conditions of Contract set forth on the reverse side of this copy. Emery shall not be liable for special, incidental, or consequential damages and disclaims all warranties, expressed or implied, with respect to carriage of this shipment. Unless a higher value is declared and an additional charge paid, the liability of Emery for this shipment is limited to an amount set forth in the Emery Service Guide in effect on the date of shipment.

Subject to terms and conditions on reverse

Shipper's Signature

X Helene S. Sundstrom

For International Shipments only:

Declared Value for Customs \$

International Insurance Amount \$

Form of Payment

☐ Cash or Check on Pick Up

☒ Prepaid

☐ Collect

☐ GBL

Received By (Initials)

☐ Bill To: (Address Below)

Paying For

☒ Shipper

☐ Consignee

☐ Third Party

Goods Received At

☒ Shipper's Door

☐ Residence Door

☐ City Terminal

☐ Airport Terminal

☐ Carrier's Advance

☐ Other Carrier's Door

Time

Date

No. Shipments This Stop

By

1500 10-67

(2)

By

James D. Huegli

Advance at Origin

\$

Non-Negotiable Airbill

Form OP-1 Rev. 10-81 Printed in U.S.A.

Executive Offices

Wilton, Connecticut 06897

4 - Shipper's Copy

For International Shipments only. Emery Air Freight accepts this document as a shipper's letter of instruction and will prepare and sign an international air waybill or any required export documentation from the information shown hereon. For some shipments Emery may act as an agent for the airline, in which case the airline's tariffs apply. **Indicate documents accompanying shipment in the "Special Instructions" area on the front of this document.**

TERMS AND CONDITIONS OF CONTRACT

1. In tendering the shipment for carriage the shipper agrees to these TERMS AND CONDITIONS OF CONTRACT which no agent or employee of the parties may alter. This Emery Air Way Bill is NON-NEGOTIABLE and has been prepared by Shipper or on Shipper's behalf by Emery.

2. The shipper agrees that carriage is subject to the TERMS AND CONDITIONS OF CONTRACT stated herein and those terms and conditions in the Emery Service Guide in effect on the date of shipment which are incorporated by reference, and made a part of this contract. The Emery Service Guide is available at all Emery offices or a copy can be obtained by writing to: Emery Air Freight Corporation, Old Danbury Road, Wilton, Connecticut 06897.

3. In tendering the shipment for carriage, THE SHIPPER WARRANTS that the shipment is packaged adequately to protect the enclosed goods to insure safe transportation with ordinary care and handling, and that each package is appropriately labeled and except as noted is in good order and condition.

4. **LIMITATION OF LIABILITY.** The liability of Emery is limited to an amount set forth in the Emery Service Guide in effect on the date of shipment unless a higher declared value is requested, and the fees set forth in the Emery Service Guide in effect on the date of shipment for such higher declared value are paid by the Shipper. In no event shall the liability of Emery exceed the declared value of the shipment or the amount of loss or damage actually sustained, whichever is lower.

Shipments containing items of extraordinary value including but not limited to drawings, paintings, sculptures, porcelain, ceramics, furs, jewelry, fur-trimmed clothing, watches, gems, stones, money, bullion, currency, coins, trading stamps, or other extraordinarily valuable items are subject to special limitations of liability as set forth in the Emery Service Guide in effect on the date of shipment.

Subject to the limitations of liability contained in this air way bill and the Emery Service Guide in effect on the date of shipment, Emery shall only be liable for loss, damage, delay, misdelivery or non-delivery caused by its own negligence.

5. Emery is not liable for any loss, damage, delay, misdelivery or non-delivery caused by the act, default or omission of the Shipper, Consignee, or other party who claims interest in the shipment, the nature of the shipment or any defect thereof, violation by the Shipper or Consignee of any of the terms or conditions of contract contained in this air way bill or in the Emery Service Guide in effect on the date of shipment including, but not limited to improper or insufficient packing, securing, marking or addressing, or failure to observe any of the rules relating to shipments not acceptable for transportation or shipments acceptable only under certain conditions, acts of God, perils of the air, public enemies, public authorities acting with actual or apparent authority, authority of law, acts or omissions of customs or quarantine officials, riots, strikes, or other local disputes, common commotions, hazards incident to a state of war, weather conditions or mechanical delay of aircraft or other equipment, compliance with delivery instructions from the Shipper or Consignee, or acts or omissions of any person other than Emery.

EMERY SHALL NOT BE LIABLE IN ANY EVENT FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR INCOME WHETHER OR NOT EMERY HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED.

6. The rules relating to liability established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, Poland, on October 12, 1929 shall apply to the international carriage of any shipment hereunder insofar as the same is governed hereby.

7. **WRITTEN NOTICE OF CLAIM FOR LOSS DUE TO DAMAGE, SHORTAGE OR DELAY MUST BE GIVEN BY THE SHIPPER TO EMERY WITHIN 15 DAYS AFTER THE DELIVERY OF THE SHIPMENT. WRITTEN NOTICE OF CLAIM FOR LOSS DUE TO NON-DELIVERY MUST BE GIVEN BY THE SHIPPER TO EMERY WITHIN 90 DAYS AFTER THE DATE OF SHIPMENT.** No claim will be entertained by Emery until all transportation charges have been paid. The amount of a claim may not be deducted from the transportation charges.

Receipt of the shipment by the Consignee without written notification of damage on the delivery receipt shall be prima facie evidence that the shipment was delivered in good condition. Claims for loss from concealed damage that was not discovered at the time of delivery shall be made by Shipper to Emery in writing within 15 days from the date of delivery. The Shipper must make the original shipping cartons and packing materials available for inspection by Emery in a claims for concealed damage.

Claims for overcharges and refunds must be made in writing to Emery within twelve (12) months after the billing date.

CLAIMS MUST BE FILED BY THE SHIPPER. Written notice as required herein must be given to Emery within the time limits set forth above at the following address: Emery Air Freight Corporation; Attention: Claims Department, Old Danbury Road, Wilton, Connecticut 06897.

8. All shipments are subject to opening for inspection by Emery; however, Emery is not obligated to perform such inspection.

9. Emery self-insures its liability hereunder for \$5,000 per shipment and maintains cargo liability coverage of \$500,000 per occurrence which becomes effective above the self-insured amount. Emery may adjust the amount of self-insurance and cargo liability coverage at any time; consult the Emery Service Guide in effect on the date of shipment for the amount of self-insurance and cargo liability insurance covering this shipment.

The Shipper shall be primarily liable for all costs and expenses related to this shipment and for costs incurred in either returning this shipment to the Shipper or warehousing this shipment pending its disposition as provided in the terms and conditions set forth in the Emery Service Guide in effect on the date of shipment.