

# EMERY

## WORLDWIDE

☐ AM SERVICE  
☒ PM SERVICE  
☐ OTHER SERVICE  
☐ Saturday Delivery

Sol?

Shipper's Account Number

Date 10/15/82

Origin Office

Shipment Number

31063

From (Your Name)

Phone

R. E. Sperling, Esq. 203-386-3042

Company Name

Dept./Floor

Remington Arms Co. Inc.

Legal Dept., AO Bldg.

P.O. Box 1939

939 Barnum Avenue

City

State

Zip Code (Required)

Bridgeport, CT

Shipper's Reference No.

Declared Value

\$

Collect  
Shipper's  
Charges  
on Delivery

C.O.D.

☐ Company  
Check  
Payable to  
Shipper  
Acceptable

To (Contact Name)

Phone

James D. Huegli, Esq. 503-222-998

Company Name

Dept./Floor

Schwabe, Williamson, Wyatt,

Moore & Roberts

1100 S. W. 6th Ave., Suite 1200

Standard Plaza

Portland, Oregon

Consignee's Account No.

Consignee's Reference No.

City

State

Zip Code (Required)

Address

97204

Number of Pieces	Description and Marks	Commodity Code	Weight	Package Dimension			
				Pcs.	L	W	H
1	Express Envelope	FF	2 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.

#### For International Shipments only:

Declared

Value for

Customs \$

International

Insurance

Amount \$

Subject to terms and  
conditions on reverse

Shipper's  
Signature

*[Signature]*

#### 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

10-15

(2)

Signature

*[Signature]*

Advance  
at Origin

\$

Non-Negotiable Airbill

Executive Offices

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.

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.

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.

**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 all 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

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

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 all 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.

# RETURN INTACT - DO NOT REMOVE CARBONS

26129

NEW ENGLAND BUSINESS FORMS, INC. - NBFA - HAMDEN, CONN. 06514

RD-20 REV. 11/73

ORIGINAL

## **Remington** REMINGTON ARMS COMPANY, INC. UNIFORM INVOICE

INFORMATION FOR WHICH SPACE IS HERE PROVIDED MUST BE SUPPLIED BY SENDER OR INVOICE WILL BE RETURNED AND DISCOUNT CALCULATED FROM DATE CORRECT INVOICE IS RECEIVED.	REMINGTON ORDER NO. _____	
	CONSIGNEE TO _____	
	SHIPPED VIA _____	
	CAR NO. AND INITIAL _____	
	ORIGINATING POINT _____	
	SHIPPING WEIGHT _____ LBS.	
	PREPAID OR COLLECT _____	
	TERMS	
	PER CENT _____ DAYS _____ DAYS NET	
	DELIVERY F.O.B. _____	
RECEIPTED EXPENSE BILL MUST ACCOMPANY ALL CHARGES FOR TRANSPORTATION		

REMINGTON VOUCHER NO. \_\_\_\_\_

SELLER'S NO. \_\_\_\_\_ DATE Oct. 22, 1982

BOUGHT OF Emery Worldwide  
ADDRESS TO WHICH REMITTANCE IS TO BE MAILED

STREET AND NO. P. O. Box 100

CITY AND STATE Baltimore, MD 21277

ORIGINAL BILL OF LADING MUST ACCOMPANY THIS INVOICE

REMINGTON CODE	QUANTITY	DESCRIPTION	PRICE PER UNIT	TOTAL
		For overnight delivery services rendered		
		in connection with <u>See v. Remington.</u>		
		Various printed materials sent to		
		Mr. J. Huegli in Portland, Oregon.		
		Invoice No. 6400165 dated 10/29/82 is		\$21.42
		attached.		

PRICES AND TERMS CORRECT	APPROVED	APPROVED FOR PAYMENT ONLY	ABOVE MATERIAL RECEIVED _____	AMOUNT OF INVOICE	\$21.42
	MANAGER, PURCHASING DIVISION.	<i>Ralanting</i>	AND SAME IS _____ SATISFACTORY	DO NOT WRITE BELOW THIS LINE	
CHARGE	7785-030- 6357	EXTENSIONS CORRECT	CHECKED BY <i>Ralanting</i>	CASH DISCOUNT _____	
		PURCHASE ORDER CHECK	APPROVED BY <i>Ralanting</i>	FREIGHT _____	
		ENTERED	AUDITED	NET: _____	
		CHECK NO. AND DATE PAID			

*file See*

**EMERY****WORLDWIDE**☒ **RM SERVICE**☐ **PM SERVICE**

P.O. BOX 100 BALTIMORE, MD. 21277 717-346-7193 D006PDX291

PRINTED IN USA  
D-U-N-S 167-7160

SCAC-EMEA

EMERY AIR FREIGHT CORPORATION

6400165

SHIPMENT DATE  
10/15/82ORIGIN  
BDRDESTINATION  
PDXSHIPMENT NUMBER  
BDR 31063**SHIPPER**REMINGTON ARMS CO  
CB SPERLING ESQ  
PO BOX 1939 939 BARNUM AV  
BRIDGEPORT CT 06601**CONSIGNEE**SCHWABE WILLIAMSON WYATT  
J HUEGLI  
1100 SW 6TH AV SUITE 1200 STAND  
PORTLAND OR 97204

SHIPPER'S REFERENCE

CONSIGNEE'S REFERENCE  
CN NILREMINGTON ARMS CO  
CB SPERLING ESQ  
PO BOX 1939 939 BARNUM  
BRIDGEPORT CT 06601

2 1

NO. PIECES	DESCRIPTION AND MARKS			DECLARED VALUE	WEIGHT	
1	FE EMERY ENVELOPE FE				2	
FORM OF PAYMENT PREPAID		# PICK-UPS 2	RECEIVED AT SH DOOR	SCALE NUMBER GC 106	TOTAL WEIGHT-KILOS .9	RATED AT WEIGHT 2

DESCRIPTION OF CHARGES	AMOUNT	DESCRIPTION OF CHARGES	AMOUNT
AIR TRANSPORTATION	21.00		
OFFSET FED TRANS TAX	.42		

PIECES	LENGTH	WIDTH	HEIGHT	CUBIC INCHES	DUPLICATE DATE	21.42
					10/29/82	
					INVOICE NUMBER	
					6400165	
					STATEMENT NUMBER	
TOTAL CUBIC WEIGHT					TOTAL CUBIC INCHES	

**↑ PAY THIS AMOUNT ↑****REMITTANCE ADVICE**

BDR 31063

6400165

AMOUNT PAID

21.42

PLEASE MAIL YOUR REMITTANCE TO:

EMERY WORLDWIDE  
P.O. BOX 100  
BALTIMORE, MD. 21277

10/29/82

00000000000640016540000000214281029826

REMINGTON AR

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE RETURN THIS REMITTANCE ADVICE.