

EMERY

WORLDWIDE

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

See v. Rema

Shipper's Account Number

Date

10-27-82

Origin Office

Shipment Number

BDR 31072

From (Your Name)

Phone

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

Company Name

Dept./Floor

Remington Arms Company, Inc.

Legal Department, A02

P.O. Box 1939

939 Barnum Avenue

City

State

Zip Code (Required)

Bridgeport, CT

Shipper's Reference No.

Declared Value

\$

Shipper's
Charges
on Delivery

C.O.D.

☐ Company
Check
Payable to
Shipper
Acceptable

To (Contact Name)

Phone

James D. Huegli, Esq. 503-222-9961

Company Name

Dept./Floor

Schwabe, Williamson, Wyatt,

Moore & Roberts

1200 Standard Plaza

1100 S. W. 6th Avenue

City

State

Zip Code (Required)

Portland, Ore. 97204

Consignee's Account No.

Consignee's Reference No.

07204

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

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:

Subject to terms and
conditions on reverseShipper's
Signature*X Helen J. Schumacher*Declared
Value for
Customs \$International
Insurance
Amount \$

Form of Payment

☒ Prepaid ☐ Collect ☐ GBL☐ Cash or Check
on Pick Up

\$ 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

11:55

10-27

(1)

By

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 airway 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.
5. 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

Remington REMINGTON ARMS COMPANY, INC.
UNIFORM INVOICE

ORIGINAL

INFORMATION FOR WHICH SPACE IS HERE PROVIDED MUST BE SUPPLIED BY SHIPPER 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	
	DELIVERY PER CENT _____ DAYS _____ DAYS NET	
	F.O.B. _____	
RECEIPTED EXPENSE BILL MUST ACCOMPANY ALL CHARGES FOR TRANSPORTATION		

REMINGTON VOUCHER NO. _____

SELLER'S NO. _____ DATE November 4, 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 See v. Remington.		
		Various printed materials sent to		
		J. Huegli, Esq. in Portland, Oregon,		
		Invoice No. 6600263 dated 10/27/82		\$21. 42
		is attached.		

PRICES AND TERMS CORRECT	APPROVED	APPROVED FOR PAYMENT ONLY	ABOVE MATERIAL RECEIVED _____	AMOUNT OF INVOICE	\$21. 42
	MANAGER, PURCHASING DIVISION.	<i>RaPating</i>	AND SAME IS _____ SATISFACTORY	DO NOT WRITE BELOW THIS LINE	
CHARGE	6357		EXTENSIONS CORRECT	CHECKED BY <i>RaPating</i>	CASH DISCOUNT
			PURCHASE ORDER CHECK	APPROVED BY <i>RaPating</i>	FREIGHT
			ENTERED	AUDITED	NET
			CHECK NO. AND DATE PAID		

See

ORIGINAL 125

☒ **RM**

P.O.BOX 100 BALTIMORE, MD. 21277 717-346-7193 D006PDX301

SCAC-EMEA

EMERY AIR FREIGHT CORPORATION

PRIN
D.C.

INVOICE NUMBER 6600263	SHIPMENT DATE 10/27/82	ORIGIN BDR	DESTINATION PDX	SHIPMENT NUMBER BDR 31072
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SHIPPER	CONSIGNEE
REMINGTON ARMS CO RB SPERLING PO BOX 1939 939 BARNUM AV BRIDGEPORT CT 06601	SCHWABE WILLIAMSON WYATT J HUEGLI 1200 STANDARD PLZ 1100 SW PORTLAND OR 97201
SHIPPER'S REFERENCE	CONSIGNEE'S REFERENCE
	CN NIL

REMINGTON ARMS CO
RB SPERLING
PO BOX 1939 939 BARNU
BRIDGEPORT CT 06601

NO. PIECES 1	DESCRIPTION AND MARKS FE EMERY ENVELOPE FE			DECLARED VALUE	WE
FORM OF PAYMENT PREPAID	# PICK-UPS 1	RECEIVED AT SH DOOR	SCALE NUMBER GC 106	TOTAL WEIGHT-KILOS .5	RATED A

<u>DESCRIPTION OF CHARGES</u>	<u>AMOUNT</u>	<u>DESCRIPTION OF CHARGES</u>	<u>AMOUNT</u>
AIR TRANSPORTATION	21.00		
OFFSET FED TRANS TAX	.42		

PIECES		X	LENGTH		X	DIMENSIONAL WEIGHTS		X	HEIGHT	T	CUBIC INCHES	
TOTAL WEIGHT						TOTAL CUBIC INCHES						

DUE DATE
11/08/82

INVOICE NUMBER
6600263

STATEMENT NUMBER

21.42

REMITTANCE ADVICE

BDR 31072

6600263

AMOUNT PAID

21.42

RECEIVED

PLEASE MAIL YOUR REMITTANCE TO:

**TARIFF RULE
REQUIRES
PAYMENT BY**

11/08/82

NOV 4 - 1982

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

R. B. SPERLING

00000000000660026350000000214281108828

REMINGTON AR

TO INSURE PROPER CREDIT TO YOUR ACCOUNT, PLEASE RETURN THIS REMITTANCE AD
IF YOU CANNOT RETURN THIS, PLEASE SHOW THE INVOICE NUMBER ON YOUR REMITTANCE