

# EMERY

## WORLDWIDE

☒ **AM SERVICE**

☐ **PM SERVICE**

☐ **OTHER SERVICE**

☐ Saturday Delivery

completing shipment in the "special instructions" area on the front of this document.

**FOR INTERNATIONAL SHIPMENTS ONLY**

Shipper's Account Number

TER OF ORIGIN/Office

Shipment Number

<b>From (Your Name)</b> R. B. Sperling 203-386-3042 Phone		<b>To (Contact Name)</b> James D. Huegli, Esq. 503-222-9981 Phone	
<b>Company Name</b> Remington Arms Company, Inc. LEGAL Dept./Floor		<b>Company Name</b> Schwabe, Williamson, Wyatt, Moore & Roberts Dept./Floor	
<b>Address</b> P.O. Box 1939 939 Barnum Ave. City: Bridgeport, CT State: CT Zip Code (Required): 06601		<b>Address</b> 1200 S.W. 6th Avenue Suite 1200 City: Portland, OREGON State: OR Zip Code (Required): 97205	
<b>Shipper's Reference No.</b>		<b>Consignee's Reference No.</b>	
<b>Declared Value</b>		<b>Consignee's Account No.</b>	
<input type="checkbox"/> Company Check Payable to Shipper Acceptable			
<b>Number of Pieces</b>	<b>Description and Marks</b>	<b>Commodity Code</b>	<b>Weight</b>
1	Express Box	MS	7 lbs.
<b>SPECIAL INSTRUCTIONS</b>			
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.			
<b>For International Shipments Only:</b>			
Declared Value for Customs \$ Insurance Amount \$			
<b>Form of Payment</b> <input checked="" type="checkbox"/> Prepaid <input type="checkbox"/> Collect <input type="checkbox"/> GBL			
<input type="checkbox"/> Cash or Check on Pick Up <input type="checkbox"/> Received By (Initials)			
<input type="checkbox"/> Bill To: (Address Below) Paying For <input checked="" type="checkbox"/> Shipper <input type="checkbox"/> Consignee <input type="checkbox"/> Third Party			
<b>Goods Received At</b>			
<input checked="" type="checkbox"/> Shipper's Door <input type="checkbox"/> Residence Door <input type="checkbox"/> City Terminal <input type="checkbox"/> Airport Terminal <input type="checkbox"/> Carrier's Advance <input type="checkbox"/> Other Carrier's Door			
Time Date No. Shipments This Stop			
1424 8-9-82 1			
By Advance at Origin \$			

**Non-Negotiable Airbill**

Executive Offices

Wilton, Connecticut 06097

A. Shinner's Conv

EMERY SERVICE  
EMERY SERVICE  
OTHER SERVICE  
Country Delivery



**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.

EMERY AIR

**TERMS AND CONDITIONS OF CONTRACT**

<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>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 thereby.</p>
<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>Claims for overcharges and refunds must be made in writing to Emery within twelve (12) months after the billing date.</p>
<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>All shipments are subject to opening for inspection by Emery; however, Emery is not obligated to perform such inspection.</p>
<p>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.</p>	<p>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.</p>
<p>Bill To: (Address Below) Paying For (Address Below)</p>	<p>Form of Payment</p>

Non-Negotiable Airbill  
Executive Offices  
Wilton, Connecticut 06897  
Shipper's Copy

# RETURN INTACT - DO NOT REMOVE CARBONS

26129

NEW ENGLAND BUSINESS FORMS, INC. • N8FA • HAMDEN, CONN. 06514

RD-20 REV. 11/73

**Remington®** REMINGTON ARMS COMPANY, INC.

ORIGINAL

UNIFORM INVOICE

<small>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.</small>	REMINGTON ORDER NO. _____
	CONSIGNEE TO _____
	SHIPPED VIA _____
	CAR NO. AND INITIAL _____
	ORIGINATING POINT _____
	SHIPPING WEIGHT _____ LBS.
	PREPAID OR COLLECT _____
<p align="center"><b>TERMS</b></p> <p>DELIVERY PER CENT _____ DAYS _____ DAYS NET F.O.B.</p> <p>RECEIVED EXPENSE BILL MUST ACCOMPANY ALL CHARGES FOR TRANSPORTATION</p>	

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

SELLER'S NO. \_\_\_\_\_ DATE Sept. 1, 1982

BOUGHT OF Emery Worldwide

ADDRESS TO WHICH REMITTANCE IS TO BE MAILED

STREET AND NO. P.O. Box 7

CITY AND STATE Scranton, PA 18577

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.</u>		
		Remington. Invoice No. 5147120 dated		
		8/11/82 is attached. <u>PLEASE EXPEDITE.</u>		\$43. 47
		(First invoice never received).		

PRICES AND TERMS CORRECT CHARGE <u>7785-030</u>	APPROVED _____ MANAGER, PURCHASING DIVISION	APPROVED FOR PAYMENT ONLY <i>C. W. [Signature]</i>	ABOVE MATERIAL RECEIVED _____ AND SAME IS <u>[Signature]</u> SATISFACTORY	AMOUNT OF INVOICE \$43. 47
	EXTENSIONS CORRECT PURCHASE ORDER CHECK ENTERED _____	CHECKED BY _____ APPROVED BY _____	DO NOT WRITE BELOW THIS LINE CASH DISCOUNT _____ FREIGHT _____ NET: _____	CHECK NO. AND DATE PAID

**EMERY****WORLDWIDE****PAST  
DUE  
NOTICE**☒ **PM SERVICE**☐ **PM SERVICE**P.O. BOX 7 SCRANTON, PA. 18577 717-346-7193 0003PDX224 PRINTED IN USA  
SCAC-EMEA EMERY AIR FREIGHT CORPORATION D-U-N-S 167-716C

INVOICE NUMBER	SHIPMENT DATE	ORIGIN	DESTINATION	SHIPMENT NUMBER
5147120	08/11/82	BDR	PDX	BDR 10864

SHIPPER REMINGTON ARMS B SPERLING 939 BARNUM PO BOX 1939 BRIDGEPORT CT 06601 SHIPPER'S REFERENCE	CONSIGNEE SCHWABE WILLIAMSON WYATT J HUEGLI 1100 SW 6TH AV SUITE 1200 PORTLAND OR 97205 CONSIGNEE'S REFERENCE NIL
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**RECEIVED**

SEP 1 - 1982

**R. B. SPERLING**

REMINGTON ARMS  
B SPERLING  
939 BARNUM PO BOX 193  
BRIDGEPORT CT 06601

1

PIECES		DESCRIPTION AND MARKS				DECLARED VALUE	WEIGHT
1	MS						8
FORM OF PAYMENT		#PICK-UPS	RECEIVED AT	SCALE NUMBER		TOTAL WEIGHT-KILOS	RATED AT WEIGHT
PREPAID		1	SH DOOR	GC 106		3.6	8

DESCRIPTION OF CHARGES	AMOUNT	DESCRIPTION OF CHARGES	AMOUNT
AIR TRANSPORTATION	43.47		

**IF PAID**  
**KINDLY INDICATE YOUR AIR BILL ON PRESENTATION AND RETURN**

PIECES	X	LENGTH	X	WIDTH	X	HEIGHT	=	CUBIC INCHES	ORIGINAL DUE DATE	AMOUNT
									08/23/82	43.47
									INVOICE NUMBER	
									5147120	
									DATE OF THIS NOTICE	
									08/28/82	

PLEASE REMIT IMMEDIATELY

**REMITTANCE ADVICE**

AMOUNT PAID

PREVIOUSLY TRACED ON:

CHECK NO.

DATE PAID

5147120

43.47

PLEASE MAIL YOUR REMITTANCE TO:

EMERY WORLDWIDE

P.O. BOX 7

SCRANTON, PA. 18577

*First Invoice Never Rec'd at*

0000000000514712090000000434710823823

REMINGTON AR

IF NOT PAID, PLEASE ATTACH THIS REMITTANCE ADVICE TO YOUR  
CHECK. THIS WILL INSURE PROPER CREDIT TO YOUR ACCOUNT.