

NO. 2298

GREGG R. PARKER, ET AL. § IN THE 112TH JUDICIAL
 §
VS. §
 § DISTRICT COURT OF
REMINGTON ARMS CO., INC., §
ET AL. § SUTTON COUNTY, TEXAS

RESPONSE OF DEFENDANT
REMINGTON ARMS CO., INC. TO
PLAINTIFFS' INTERROGATORIES

TO: GREGG R. PARKER and CAROL ANN PARKER, Plaintiffs
and their Attorney, Jeffery C. Anderson, Southers,
Goldberg & Lyons, Inc., 126 Villita St., San An-
tonio, Texas 78205

Pursuant to Rule 168, Texas Rules of Civil Procedure,
Defendant Remington Arms Co., Inc. makes the following Re-
sponses to Interrogatories propounded on January 10, 1979:

1. Jack Chisnall, Supervisor of Product Services,
Remington Arms Co., Inc., Bridgeport, Connecticut; Ed Sienke-~~iewicz~~
~~witz~~, Supervisor of Firearms Product Services, Remington Arms
Co., Inc., Bridgeport, Connecticut; ^{Ilion, New York} Bill Warren, Process En-
gineer, Remington Arms Co., Inc., Ilion, New York.

2. Delaware.

3. Yes.

4. a. 1962

b. The design of this model rifle was initially
developed by the Research and Development Section of Remington
Arms Co., Inc. on the basis of market surveys, salesmen's re-
commendations, manufacturing costs analysis and other factors
which indicated that it would fill a particular need and could
be economically marketed. Thereafter prototypes were made,
tested, and proved and drawings made for each component part.
Material specifications were then established by the Chemical
and Metallurgical Section of Remington Arms Co., Inc. Drawings

were then reviewed by the New Products Engineering Section. All changes to current process were reviewed by the Current Products Engineering Section to determine if the component parts involved lent themselves to existing plant facilities and, if not, what tooling or gauges would be required and whether new manufacturing equipment would be necessary for production of components. Purchase Parts Engineering Section formulated the process, established proper gauging, visual requirements and quality levels applicable to components procured from outside sources. All new machines, tooling and gauges were reviewed by the Engineering Section and such equipment either purchased or built by Remington. Thereafter, trial and pilot runs were begun with components made on a trial basis with machines and tooling checked for function, capacity and usability, and machine studies made to verify controllability. Components were then assembled and pilot tested. Thereafter, samples were taken for further testing and evaluation by the Research and Development Department. When all testing was satisfactorily completed the New Products Section, Purchased Parts Engineering and Research and Development Section each approved the model for production.

c. Raw materials such as steel, brass and walnut purchased by Remington to established specifications were processed and fabricated into various component parts. Metals were forged, broached, melted, profiled, turned, drilled, reamed, threaded, formed, straightened, brazed, polished and buffed to specification depending on the component. Components made from metal in powdered form were compressed in dies at high pressure and sintered. Components with complicated geometric profiles were pressed. Other metal components requiring specialized

processing techniques were forged, brazed, hardened, tempered, and colored. Woods were sawed, jointed, planed, milled, profiled, inletted, routed, shaped, sanded, and finished to specifications. Processed component parts and purchased component parts were then assembled by machine operators into individual mechanisms or groups of related parts classified as subassemblies. Final assembly of the model was accomplished by bringing together the subassemblies, the remainder of the individual components and the fastenings required to complete the rifle.

d. The model was sold to distributors appointed by Remington who in turn sold the model to various retailers.

e. Incoming raw materials were subjected to chemical and metallurgical tests utilizing three laboratories. Incoming purchased parts were subjected to metallurgical tests and dimensional inspection. Parts produced on Remington machines were measured and data analyzed statistically to determine consistency of production within required limits. Statistical studies of Remington machines were made at intervals during production. Precision measuring equipment was used to control dimensions during actual production. Components made by Remington were individually inspected. In addition, operators periodically gauged parts for control which was supplemented by an auditing system to measure the effectiveness of such control. The quality of each subassembly and final inspection was controlled by assemblers using gauges and mechanical, functional and visual inspections. Completed firearms were subjected to shooting tests. All high-power center-fire rifles were first proof-tested with special extrapowerful ammunition to insure proper strength characteristics. The guns were then tested for function using standard live ammunition, including shooting all cartridges available for different purposes for each gun caliber. Center-fire cartridges with both pointed and round-nosed bullets in light and heavy loads were used. After gallery

testing, all guns were finally inspected, dimensions in the operating mechanisms were verified and the overall finish was reinspected to see that other testing did not impair the appearance of the rifle. Each firearm was then packed in an individual box and moved to the warehouse where it may have been shipped as a single unit or as part of a shipment in a larger container designed to hold five single unit packs.

5. Yes.

6. Not applicable.

7. No. See list of vendors and parts supplied by each, attached as Exhibit "A".

8. Remington Arms Co., Inc. designed the safety mechanism. Some components of the safety mechanism were manufactured by outside vendors.

9. Yes.

10. This Defendant is unable to answer Interrogatory No. 10 without a physical examination of the rifle.

11. No.

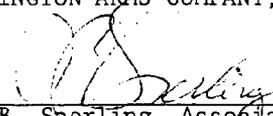
12. Not applicable.

13. No.

- 14. No.
- 15. Not applicable.
- 16. Liberty Mutual Insurance Company. See policy attached as Exhibit "B".

REMINGTON ARMS COMPANY, INC.

By:

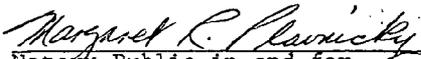

R. B. Sperling, Associate
Counsel, the duly authorized
agent of Remington Arms
Co., Inc.

STATE OF CONNECTICUT §
COUNTY OF FAIRFIELD §

Before me, the undersigned authority on this day personally appeared R. B. Sperling, Associate Counsel and a duly authorized agent of Remington Arms Company, Inc., known to me to be a credible person, who on his oath states that he has read the above and foregoing Answers to Interrogatories and knows the same to be true and correct.

Subscribed and sworn to before me this 5th day of

March, 1979.


Notary Public in and for
Fairfield County, Connecticut

My Commission Expires April 1, 1981

List of vendors and the parts supplied by each for Remington M/700 .243
Caliber Centerfire Bolt Action Rifle manufactured in late 1970 or early 1971.

H & P DIE & STAMPING COMPANY
DIVISION OF UNITED SCREW & BOLT CORP.
4650 TIEDEMAN ROAD
CLEVELAND, OHIO 44144

B-14669	Extractor
B-15128	Barrel Bracket Blank
C-15363	Front Sight Hood
C-16374	Rear Sight Leaf - except Varmint
B-17011	Ejector Washer
C-17971	Magazine Blank

PARKER & HARPER MFG. CO., INC.
119 DEWEY STREET
WORCESTER, MASSACHUSETTS 01610

B-14757	Rear Sight Collar
B-14758	Rear Sight Windage Screw
B-17043	Safety Pivot Pin
C-19894	Bolt Plug Blank

NESS AUTOMATIC MACHINE PRODUCTS
P. O. BOX 1446
ROCHESTER, NEW YORK 14603

A-17017	Ejector
C-20200	Bolt Body Blank

ANDERSON SCREW PRODUCTS, INC.
P. O. BOX 759
JAMESTOWN, NEW YORK 14701

B-15161	Front Guard Screw Bushing - ADL only
A-16023	Rear Sight Base Screw

DRIV-LOK, INC.
1140 PARK AVE.
STAMFORD, ILLINOIS 60178

A-16451	Floor Plate Latch Pin - BDL only
A-17676	Ejector Pin

MILFORD RIVET & MACHINE COMPANY
1047 MERVIN ROAD
MILFORD, CONNECTICUT 06461

A-14632	Trigger Housing Rivet
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EXHIBIT "A"

EXHIBIT "A"

CONNECTICUT SPRING CORPORATION
5 SPRING LANE
FARMINGTON, CONNECTICUT 06032

B-15224	Bolt Stop Spring
B-15368	Safety Detent Spring
A-15400	Trigger Spring
A-15699	Magazine Spring - Varmint only
A-17019	Ejector Spring
A-17047	Sear Spring
A-17058	Main Spring
C-17891	Magazine Spring

SQUARE STAMPING & MFG. CORPORATION
BARNEVELD, NEW YORK 13304

A-14664	Sling Strap Buckle - EDL only
C-15370	Safety
B-17013	Bolt Stop
C-30780	Trigger Side Plate - Right
(P/N 30781)	Trigger Side Plate - Left

AUBURN SPARK PLUG CO., INC.
AUBURN, NEW YORK 13021

A-15376	Sling Strap Fastener - EDL only
A-15481	Trigger Stop Screw
A-16205	Front Scope Base Screw - EDL only
B-17034	Receiver Plug Screw
B-17053	Trigger Adjusting Screw
	Trigger Engagement Screw
A-18186	Stock Reinforcing Screw
A-18842	Rear Scope Base Screw - Varmint only
C-27340	Extractor Rivet
B-27975	Firing Pin Head Blank
B-28505	Front Sight Ramp Screw

MONARCH MACHINE CO., INC.
P. O. BOX 182
NEW BRITAIN, CONNECTICUT 06050

C-22020 (P/N 22021) Firing Pin

THE TORRINGTON COMPANY
SPECIALTIES DIVISION
TORRINGTON, CONNECTICUT 06791

A-16453	Floor Plate Pivot Pin - EDL only
B-17022	Firing Pin Cross Pin
A-18758	Bolt Pin
C-24475	Bolt Stop Pin
C-24476	Sear Pin
C-24477	Trigger Pin

STARKS TOOL & MODEL SHOP
WARREN ROAD
MOHAWK, NEW YORK 13107

B-19461 Trigger Connector

ADELL CORPORATION
P. O. BOX 150
ORANGE, MASSACHUSETTS 01364

C-15478 Bolt Stop Release
C-17056 Magazine Follower

ASSOCIATED SPRING CORPORATION
BARNES GROUP, INC.
18 MAIN STREET
BRISTOL, CONNECTICUT 06012

A-17044 Safety Snap Washer

ROCKFORD PRODUCTS CORPORATION
707 HARRISON AVE.
ROCKFORD, ILLINOIS 61101

A-15287 Center Guard Screw - ADL only
C-22035 (P/N 22037) Front Guard Screw
A-26355 Rear Guard Screw

AEROFAB CORPORATION
1200 N. W. 23rd STREET
FORT LAUDERDALE, FLORIDA 33111

A-16968 Rear Sight Washer

CHACE LEATHER PRODUCTS COMPANY
DIV. OF TEXTILE BELTING & STRAPPING
507 ALDEN STREET
FALL RIVER, MASSACHUSETTS 02723

C-30855 Sling Strap Assembly - BDL only

MICHAELS OF OREGON
P. O. BOX 13010
PORTLAND, OREGON 97213

A-15356 Front Swivel Screw - EDL only
A-15357 Front Swivel Nut - EDL only
A-15358 Rear Swivel Screw - EDL only
A-26555 Swivel Assembly - EDL only

SPECIAL CHEMICALS CORPORATION
100 SOUTH WATER STREET
OSSINING, NEW YORK 10562

A-18493 Bolt Body Brazing Slug

ENGELFARD INDUSTRIES, INC.
ROUTE 152
PLAINVILLE, MASSACHUSETTS 02762

C-20185 Brazing Shim

DOEHLER-JARVIS
DIVISION N-L INDUSTRIES
PATAVIA, NEW YORK 14021

C-15281 Trigger Guard - ADL only
D-26375 Trigger Guard - BDL only
C-16434 Floor Plate - BDL only

ACCURATE DIE CASTING COMPANY
547 E. GENESEE STREET
FAYETTEVILLE, NEW YORK 13066

C-15281 Trigger Guard - ADL only

VESTSHELL, INC.
10351 PELLETIER STREET
MONTREAL, 459 QUEBEC, CANADA

D-26330 Bolt Handle

HITCHLER MFG. CO., INC.
P. O. BOX 232
MILFORD, NEW HAMPSHIRE 03055

D-26330 Bolt Handle

ONDAGA SUPPLY CO., INC.
344 W. GENESEE STREET
SYRACUSE, NEW YORK 13201

A-15940 Magazine Tab Screw - ADL only

MERSON COMPANY
1220 SOUTH GRAND AVENUE
LOS ANGELES, CALIFORNIA 90015

C-21385 Recoil Pad - BDL only

ABBOT BALL COMPANY
20 RAILROAD AVENUE
HARTFORD, CONNECTICUT 06110

B-23220 (P/N 23222) Safety Detent Ball

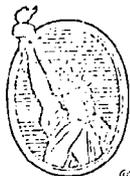
THE BLAKE & JOHNSON COMPANY
S. C. HIGHWAY 86
BEAUFORT, SOUTH CAROLINA 29902

C-25410

Butt Plate Screw
Recoil Pad Screw - BDL only

COMPREHENSIVE GENERAL LIABILITY POLICY

LIBERTY MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY - BOSTON

OR PROMPT INSURANCE SERVICE — CALL YOUR SERVICE OFFICE

(A mutual insurance company, herein called the company)

In consideration of the payment of the premium, in reliance upon the statements in the declarations made a part hereof and subject to all the terms of this policy, agrees with the named insured as follows:

COVERAGE A—BODILY INJURY LIABILITY

COVERAGE B—PROPERTY DAMAGE LIABILITY

The company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of

- Coverage A. bodily injury or
- Coverage B. property damage

which this policy applies, caused by an occurrence, and the company shall have the right and duty to defend any suit against the insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but the company shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of the company's liability has been exhausted by payment of judgments or settlements.

Exclusions

This policy does not apply:

- (a) to liability assumed by the insured under any contract or agreement, except an incidental contract; but this exclusion does not apply to a warranty of fitness or quality of the named insured's products or a warranty that work performed by or on behalf of the named insured will be done in a workmanlike manner;
- (b) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any insured, or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any insured;but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the named insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any insured;
- (c) to bodily injury or property damage arising out of:
 - (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity or (2) the operation or use of any snowmobile or trailer designed for use therewith;
- (d) to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any insured;
- (e) to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any watercraft owned or operated by or rented or loaned to any insured, or
 - (2) any other watercraft operated by any person in the course of his employment by any insured;

THIS POLICY IS CLASSIFIED IN DIVIDEND CLASS I
GENERAL CLASS

The named insured is hereby notified that by virtue of this policy he is a member of Liberty Mutual Insurance Company and is entitled to vote either in person or by proxy at any and all meetings of said company.

The annual meetings are held at its home office, Boston, Massachusetts, on the third Wednesday of April in each year, at ten o'clock in the morning.

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the named insured:

- (f) to bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental;
- (g) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to:
 - (1) liability assumed by the insured under an incidental contract, or
 - (2) expenses for first aid under the Supplementary Payments provision;
- (h) to bodily injury or property damage for which the insured or his indemnitee may be held liable:
 - (1) as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages, or
 - (2) if not so engaged, as an owner or lessor of premises used for such purposes;if such liability is imposed:
 - (i) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage, or
 - (ii) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person;but part (ii) of this exclusion does not apply with respect to liability of the insured or his indemnitee as an owner or lessor described in (2) above;
- (i) to any obligation for which the insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (j) to bodily injury to any employee of the insured arising out of and in the course of his employment by the insured or to any obligation of the insured to indemnify another because of damages arising out of such injury; but this exclusion does not apply to liability assumed by the insured under an incidental contract;
- (k) to property damage to:
 - (1) property owned or occupied by or rented to the insured, or
 - (2) property used by the insured, or
 - (3) property in the care, custody or control of the insured or as to which the insured is for any purpose exercising physical control;but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to

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EXHIBIT "B"

EXHIBIT "B"

property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the named insured;

(ii) to property damage to premises alienated by the named insured arising out of such premises or any part thereof;

(lm) to loss of use of tangible property which has not been physically injured or destroyed resulting from

(1) a delay in or lack of performance by or on behalf of the named insured of any contract or agreement, or

(2) the failure of the named insured's products or work performed by or on behalf of the named insured to meet the level of performance, quality, fitness or durability warranted or represented by the named insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the named insured's products or work performed by or on behalf of the named insured after such products or work have been put to use by any person or organization other than an insured;

(ln) to property damage to the named insured's products arising out of such products or any part of such products;

(co) to property damage to work performed by or on behalf of the named insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(lp) to damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the named insured's products or work completed by or for the named insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein.

II SUPPLEMENTARY PAYMENTS

The company will pay, in addition to the applicable limit of liability:

(a) all expenses incurred by the company, all costs taxed against the insured in any suit defended by the company and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before the company has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of the company's liability thereon;

(b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this policy, and the cost of bail bonds required of the insured because of accident or traffic law violation arising out of the use of any vehicle to which this policy applies, not to exceed \$250 per bail bond, but the company shall have no obligation to apply for or furnish any such bonds;

(c) expenses incurred by the insured for first aid to others at the time of an accident, for bodily injury to which this policy applies;

(d) reasonable expenses incurred by the insured at the company's request in assisting the company in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

(a) if the named insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor, and the spouse of the named insured with respect to the conduct of such a business;

(b) if the named insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;

(c) if the named insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;

(d) any person (other than an employee of the named insured), or organization while acting as real estate manager for the named insured; and

(e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law,

(i) an employee of the named insured while operating any such equipment in the course of his employment, and

(iii) any other person while operating with the permission of the named insured any such equipment registered in the name of the named insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization;

provided that no person or organization shall be an insured under this paragraph (e) with respect to:

(1) bodily injury to any fellow employee of such person injured in the course of his employment, or

(2) property damage to property owned by, rented to, in charge of or occupied by the named insured or the employer of any person described in subparagraph (iii).

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the insured is a partner or member and which is not designated in this policy as a named insured.

LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain bodily injury or property damage, or (3) claims made or suits brought on account of bodily injury or property damage, the company's liability is limited as follows:

Coverage A—The total liability of the company for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in the declarations as applicable to "each occurrence."

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of (1) all bodily injury included within the completed operations hazard and (2) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in the declarations as "aggregate".

Coverage B—The total liability of the company for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in the declarations as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of the company for all damages because of all property damage to which this coverage applies and described in any of the numbered subparagraphs below shall not exceed the limit of property damage liability stated in the declarations as "aggregate":

(1) all property damage arising out of premises or operations rated on a remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any incidental contract relating to such premises or operations, but excluding property damage included in subparagraph (2) below;

(2) all property damage arising out of and occurring in the course of operations performed for the named insured by independent contractors and general supervision thereof by the named insured, including any such property damage for which liability is assumed under any incidental contract relating to such operations, but this subparagraph (2) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the named insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;

(3) all property damage included within the products hazard and all property damage included within the completed operations hazard.

Such aggregate limit shall apply separately to the property damage described in subparagraphs (1), (2) and (3) above, and under subparagraphs (1) and (2), separately with respect to each project away from premises owned by or rented to the named insured.

Coverages A and B--For the purpose of determining the limit of the company's liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

V POLICY TERRITORY

This policy applies only to bodily injury or property damage which occurs within the policy territory.

VI DEFINITIONS

When used in this policy (including endorsements forming a part hereof):

"automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment;

"bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom;

"completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the named insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:

- (1) when all operations to be performed by or on behalf of the named insured under the contract have been completed,
- (2) when all operations to be performed by or on behalf of the named insured at the site of the operations have been completed, or
- (3) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

- (a) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof,
- (b) the existence of tools, uninstalled equipment or abandoned or unused materials, or
- (c) operations for which the classification stated in this policy or in the company's manual specifies "including completed operations";

"elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hod or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet;

"incidental contract" means any written (1) lease of premises, (2) easement agreement, except in connection with construction or demolition operations on or adjacent to a railroad, (3) undertaking to indemnify a municipality required by municipal ordinance, except in connection with work for the municipality, (4) sidetrack agreement, or (5) elevator maintenance agreement;

"insured" means any person or organization qualifying as an insured in the "Persons Insured" provision of the applicable insurance coverage. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability;

"mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (1) not subject to motor vehicle registration, or (2) maintained for use exclusively on premises owned by or rented to the named insured, including the ways immediately adjoining, or (3) designed for use principally off public roads, or (4) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well-servicing equipment;

"named insured" means the person or organization named in Item 1 of the declarations of this policy;

"named insured's products" means goods or products manufactured, sold, handled or distributed by the named insured or by others trading under his name, including any container thereof (other than a vehicle), but "named insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold;

"occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the insured;

- "policy territory" means:
- (1) the United States of America, its territories or possessions, or Canada, or
 - (2) international waters or air space, provided the bodily injury or property damage does not occur in the course of travel or transportation to or from any other country, state or nation, or
 - (3) anywhere in the world with respect to damages because of bodily injury or property damage arising out of a product which was sold for use or consumption within the territory described in paragraph (1) above, provided the original suit for such damages is brought within such territory;

"products hazard" includes bodily injury and property damage arising out of the named insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the named insured and after physical possession of such products has been relinquished to others;

"property damage" means (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

CONDITIONS

Premium All premiums for this policy shall be computed in accordance with the company's rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

Premium designated in this policy as "advance premium" is a deposit premium only which shall be credited to the amount of the earned premium due at the end of the policy period. At the close of each period (or part thereof terminating with the end of the policy period) designated in the declarations as the audit period the earned premium shall be computed for such period and, upon notice thereof to the named insured, shall become due and payable. If the total earned premium for the policy period is less than the premium previously paid, the company shall return to the named insured the unearned portion paid by the named insured.

The named insured shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to the company at the end of the policy period and at such times during the policy period as the company may direct.

Inspection and Audit The company shall be permitted but not obligated to inspect the named insured's property and operations at any time. Neither the company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the named insured or others, to determine or warrant that such property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

The company may examine and audit the named insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

3 **Financial Responsibility Laws** When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, such insurance as is afforded by this policy for bodily injury liability or for property damage liability shall comply with the provisions of such law to the extent of the coverage and limits of liability required by such law. The insured agrees to reimburse the company for any payment made by the company which it would not have been obligated to make under the terms of this policy except for the agreement contained in this paragraph.

4 **Insured's Duties in the Event of Occurrence, Claim or Suit**

- (a) In the event of an occurrence, written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses, shall be given by or for the insured to the company or any of its authorized agents as soon as practicable.
- (b) If claim is made or suit is brought against the insured, the insured shall immediately forward to the company every demand, notice, summons or other process received by him or his representative.
- (c) The insured shall cooperate with the company and, upon the company's request, assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of injury or damage with respect to which insurance is afforded under this policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses. The insured shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense other than for first aid to others at the time of accident.

5 **Action Against Company** No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company.

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have any right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

6 **Other Insurance** The insurance afforded by this policy is primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, the company shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable contribution provision below:

- (a) **Contribution by Equal Shares** If all of such other valid and collectible insurance provides for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than would be payable if each insurer contributes

an equal share until the share of each insurer equals the lowest applicable limit of liability under any one policy or the full amount of the loss is paid, and with respect to any amount of loss not so paid the remaining insurers then continue to contribute equal shares of the remaining amount of the loss until each such insurer has paid its limit in full or the full amount of the loss is paid.

- (b) **Contribution by Limits** If any of such other insurance does not provide for contribution by equal shares, the company shall not be liable for a greater proportion of such loss than the applicable limit of liability under this policy for such loss bears to the total applicable limit of liability of all valid and collectible insurance against such loss.

7 **Subrogation** In the event of any payment under this policy, the company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

8 **Changes** Notice to any agent or knowledge possessed by any agent or by any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by the President or a Vice President, and the Secretary or an Assistant Secretary of the company and, if such signatures are facsimile signatures, countersigned by a duly authorized representative of the company.

9 **Assignment** Assignment of interest under this policy shall not bind the company until its consent is endorsed hereon; if, however, the named insured shall die, such insurance as is afforded by this policy shall apply (1) to the named insured's legal representative, as the named insured, but only while acting within the scope of his duties as such, and (2) with respect to the property of the named insured, to the person having proper temporary custody thereof, as insured, but only until the appointment and qualification of the legal representative.

10 **Three Year Policy** If this policy is issued for a period of three years any limit of the company's liability stated in this policy as "aggregate" shall apply separately to each consecutive annual period thereof.

11 **Cancellation** This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy, written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

12 **Declarations** By acceptance of this policy, the named insured agrees that the statements in the declarations are his agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between himself and the company or any of its agents relating to this insurance.

13 **Mutual Policy Conditions** This policy is nonassignable. The policyholder is a member of the company and shall participate, to the extent and upon the conditions fixed and determined by the board of directors in accordance with the provisions of law, in the distribution of dividends so fixed and determined.

In witness whereof, the company has caused this policy to be signed by its President and Secretary at Boston, Massachusetts, and countersigned on the declarations page by a duly authorized representative of the company.

Bruce E. Doorman
SECRETARY

Melvin B. Bradshaw
PRESIDENT

V
VI

THIS ENDORSEMENT APPLIES TO ALL LIABILITY AND MEDICAL PAYMENTS COVERAGES AFFORDED BY THIS POLICY, INCLUDING ANY SUCH COVERAGES ADDED BY ENDORSEMENT EITHER AT INCEPTION OR DURING THE POLICY PERIOD, EXCEPT UNDER COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.

NEW YORK—It is further agreed that the provisions of this endorsement are not applicable to any automobile which is subject to the New York Motor Vehicle Financial Security Act.

LIBERTY MUTUAL INSURANCE COMPANY

Bruce E. Doorman
SECRETARY

Melvin B. Bradshaw
PRESIDENT

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SHORT RATE CANCELTION TABLE

Days Policy in Force	Per Cent of One Year Premium	Days Policy in Force	Per Cent of One Year Premium
1	5	154-156	53
2	6	157-160	54
3-4	7	161-164	55
5-6	8	165-167	56
7-8	9	168-171	57
9-10	10	172-175	58
11-12	11	176-178	59
13-14	12	179-182 (6 mos.)	60
15-16	13	183-187	61
17-18	14	188-191	62
19-20	15	192-196	63
21-22	16	197-200	64
23-25	17	201-205	65
26-29	18	206-209	66
30-32 (1 mo.)	19	210-214 (7 mos.)	67
33-36	20	215-218	68
37-40	21	219-223	69
41-43	22	224-228	70
44-47	23	229-232	71
48-51	24	233-237	72
52-54	25	238-241	73
55-58	26	242-246 (8 mos.)	74
59-62 (2 mos.)	27	247-250	75
63-65	28	251-255	76
66-69	29	256-260	77
70-73	30	261-264	78
74-76	31	265-269	79
77-80	32	270-273 (9 mos.)	80
81-83	33	274-278	81
84-87	34	279-282	82
88-91 (3 mos.)	35	283-287	83
92-94	36	288-291	84
95-98	37	292-296	85
99-102	38	297-301	86
103-105	39	302-305 (10 mos.)	87
106-109	40	306-310	88
110-113	41	311-314	89
114-116	42	315-319	90
117-120	43	320-323	91
121-124 (4 mos.)	44	324-328	92
125-127	45	329-332	93
128-131	46	333-337 (11 mos.)	94
132-135	47	338-342	95
136-138	48	343-346	96
139-142	49	347-351	97
143-146	50	352-355	98
147-149	51	356-360	99
150-153 (5 mos.)	52	361-365 (12 mos.)	100

If the policy has been in effect for twelve months or less, the above table applies. If the policy has been in effect for more than twelve months, the earned premium shall be determined as follows: (1) Determine full annual premium as for a policy written for a term of one year. (2) Deduct such premium from the full policy premium, and on the remainder calculate the pro rata earned premium on the basis of the ratio of the length of time beyond one year the policy has been in effect to the length of time beyond one year for which the policy was originally written. (3) Add premium produced in accordance with provisions (1) and (2) to obtain earned premium during period policy has been in effect.

COMPREHENSIVE GENERAL
LIABILITY POLICY

LIBERTY
MUTUAL



LIBERTY MUTUAL INSURANCE COMPANY - BOSTON

THIS POLICY IS NONASSESSABLE.

OFFICES
IN
PRINCIPAL CITIES
THROUGHOUT
THE
UNITED STATES
AND
CANADA

BANKING
APR 12 1976
INSURANCE

DECLARATIONS



COMPREHENSIVE GENERAL LIABILITY POLICY

POLICY NO LGI-112-069297-056	TO CODE 23/3	SALES OFFICE Hamden	CODE 163	SALES REPRESENTATIVE Obringer	CLASS 6667	W/M 2	EXT. 3
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Item 1. Named Insured Remington Arms Company, Inc.
939 Barnum Ave., Bridgeport, CT 06 92 97
Address

The named insured is: Individual , Partnership , Corporation , Other

Business of named insured is:

Item 2. Policy Period: From Mo. Day Year to Mo. Day Year
1 1 76 to 1 1 77
12:01 A.M., standard time at the address of the named insured as stated herein.

Audit Basis: At Expiration , Annual , Semi-Annual , Quarterly , Monthly , Flat Charge

Item 3. The insurance afforded is only with respect to such of the following Coverages as are indicated by specific premi charge or charges. The limit of the company's liability, against each such Coverage shall be as stated herein, subject all the terms of this policy having reference thereto.

COVERAGES	LIMITS OF LIABILITY	ADVANCE PREMIUMS
A — BODILY INJURY LIABILITY	\$ 1,000,000 each occurrence	\$108,073
	\$ 1,000,000 aggregate	
B — PROPERTY DAMAGE LIABILITY	\$ 1,000,000 each occurrence	\$ 10,373
	\$ 1,000,000 aggregate	
MINIMUM PREMIUMS: Bodily Injury Liability \$ 1,500. Property Damage Liability \$ 150.		TOTAL ADVANCE PREMIUM \$118,446

Item 4. Computation of Premiums

Classification and Locations	Code No.	Premium Base	Rates		Advance Premiums		
			Bodily Injury Liability	Property Damage Liability	Bodily Injury Liability	Property Damage Liability	
					Code 326 <input type="checkbox"/>	327 <input type="checkbox"/>	328 <input checked="" type="checkbox"/>
See Page 1							

The policy, including all endorsements issued therewith, is hereby countersigned by

J. Richard Obringer
Authorized Representative

Work Units 1-8	Typed bc1	Periodic Payment 3-29 32,303 Y	Rating Basis K K) NK ()	Audit Basis 8	Home State AR	Pol. H.C. S ()	Renewal of LGI-055	Accounting Entry Dividend for Exp. Term
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