

CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER KINZER V. REMINGTON

BARBER - R 0003435

REMINGTON SECURITY PROTECTION SYSTEMS PRICING

Approx.           Weight (lbs.)           1370           1090           880           880           670           580	1-5* Unit Pricing \$2,230.00 1998.00 1616.00 \$1,603.00 1455.00	6-11* Unit Pricing \$2,048.00 1837.00 1482.00 \$1,525.00	12 or More* Unit Pricing \$1,784.00 1604.00 1288.00
1370 1090 880 800 670	\$2,230.00 1998.00 1616.00 \$1,603.00	\$2,048.00 1837.00 1482.00	\$1,784.00 1604.00
1090 880 800 670	1998.00 1616.00 \$1,603.00	1837.00 1482.00	1604.00
880 800 670	1616.00 \$1,603.00	1482.00	}
800 670	\$1,603.00		1288.00
670		\$1 525 00	
670		\$1.525.00	
	1455.00	\$1,00,000	\$1,328.00
580		1336.00	1148.00
	1075.00	977.00	860.00
420	851.00	780.00	691.00
485	\$872.00	\$805.00	\$716.00
360	722.00	660.00	586.00
310	596.00	547.00	487.00
			Wholesale
r and door seal (Classic and Sportsma	an Series Option)		\$129.00
C-15, C-25, S-15 or S-25, (Not Availa	ble in S-10)		259.00
, ,			299.00
· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·		179.00
			139.00
ssic Series)			15.00
afe Only)			95.00
Classic Series)			49.00
ial on Classic Series)			69.00
	360 310 or and door seal (Classic and Sportsma	360     722.00       310     596.00   or and door seal (Classic and Sportsman Series Option) C-15, C-25, S-15 or S-25, (Not Available in S-10) is ssic Series) safe Only) Classic Series)	360         722.00         660.00           310         596.00         547.00

\* Prices are based on total quantity ordered.

Carpeted Pallet Cover (Specify Safe Size)

Safe Anchoring Kit

Page 1

CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER KINZER V. REMINGTON All Shaded Items are New for 1995.

16.00

49.00

7 - ·

STATE	less than	501 to	1,000 to	2,000 to	5,000 to	over
	500 lbs.	999 lbs.	1,999 lbs.	4,999 lbs.	9,999 lbs.	10,000 lbs.
Alabama	\$32.63	\$25.12	\$21.45	\$18.08	\$10.47	\$9.22
Arizona	19.26	14.44	12.26	10.15	7.96	6.56
Arkansas	28.54	22.94	19.57	16.72	10.14	8.82
California	18.22	14.38	12.45	10.32	6.43	5.42
Colorado	21.45	16.79	13.75	11.40	6.20	5.16
Connecticut	34.01	27.19	23.11	19.53	11.50	11.24
Delaware	33.16	27.52	23.41	19.37	12.37	11.40
D.C.	33.76	26.75	22.75	19.17	12.07	11.21
Florida	38.10	2B.12	23.87	18.98	14.03	12.98
Georgia	31.13	25.47	21.51	19.36	10.79	10.14
Idaho	17.01	13.23	11.39	9.40	5.81	4.78
Illinois	26.50	20.74	17.76	15.00	8.91	7.74
Indiana	27.95	21.43	18.28	15.77	9.15	8.18
Iowa	24.86	19.92	16.97	14.47	8.57	7.33
Kansas	23.08	18.56	16.23	13.56	8.19	7.03
Kentucky	29.03	23.47	20.05	16.66	9.20	8.62
Louisiana	29.83	23.20	19.63	16.33	10.45	9.64
Maine	38.86	31.06	26.38	22.25	13.72	13.11
Maryland	34.51	27.08	23.28	19.21	11.86	11.50
Massachusetts	35.55	27.66	23.50	19.92	12.19	11.69
Michigan	24.82	20.76	17.91	14.39	9.24	8.86
Minnesota	24.96	18.94	17.27	14.63	8.84	7.21
Mississippi	28.98	24.49	20.56	17.87	10.40	9.22
Missouri	24.87	20.07	17.08	14.63	9.01	7.70
Montana	20.98	16.85	14.05	11.65	6.91	6.10
Nebraska	20.72	16.71	14.28	12.28	7.93	6.91
Nevada	15.86	12.10	10.95	9.09	6.33	5.34
New Hampshire	37.50	29.67	24.97	20.87	12.75	12.25
New Jersey	35.35	27.52	23.40	19.98	12.15	11.24
New Mexico	18.95	15.08	13.03	10.75	6.05	5.50
New York	36.58	29.37	25.02	21.38	12.32	11.34
North Carolina	30.87	25.54	21.81	19.21	10.95	10.74
North Dakota	24.92	20.04	17.09	14.62	12.03	10.52
0hio	29.02	23.31	19.88	17.00	10.08	8.68
Oklahoma	24.62	19.80	16.90	15.83	7.93	6.75

Effective: January 1, 1995 through December 31, 1995

Note: Rates are subject to fuel or other surcharges that may be imposed because of unusual economic conditions.

Page 2

STATE	less than	501 to	1,000 to	2,000 to	5,000 to	over
	500 lbs.	999 lbs.	1,999 lbs.	4,999 lbs.	9,999 lbs.	10,000 lbs
Oregon	\$19.39	\$15.09	\$13.02	\$10.77	\$6.35	\$5.34
Pennsylvania	29.36	22.20	18.99	16.23	11.32	10.57
Rhode Island	35.85	28.98	24.62	20.62	12.24	11.77
South Carolina	31.85	25.85	22.21	18.61	11.65	11.25
South Dakota	23.16	18.53	15.76	13.50	11.12	9.55
Tennessee	32.81	23.28	19.80	16.90	10.03	8.65
Texas	23.07	18.51	15.87	13.75	8.65	7.38
Vermont	36.96	29.67	25.21	21.25	13.16	11.92
Virginia	35.68	25.18	21.47	18.02	11.63	10.50
Washington	19.80	15.67	13.48	11.11	5.90	5.34
West Virginia	31.29	25.28	21.23	18.04	10.72	9.39
Wisconsin	26.63	21.18	18.08	15.43	9.42	8.24
Wyoming	20.73	15.08	12.96	10.65	8.70	6.91

Effective: January 1, 1995 through December 31, 1995

Note: Rates are subject to fuel or other surcharges that may be imposed because of unusual economic conditions.

Remington reserves the right to determine carrier selection.

Page 3

All Shaded Items are New for 1995.



#### BARBER - R 0003439 KNIVES & ACCESSORIES

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(Orders for less than case quantities are subject to a 5% handling charge.)

Product	Inventory	Order		Order	M	fg. Selling Pri	ce
Code		Qty.	Description	Unit	Qty/Case	Per Case	Eact
18540			Master Guide Bullet Knife R1273	Case	6	\$203.70	\$33.9
18539			Master Guide Poster	Each			9.95
18496			Stren Angler's Knife & Poster Set	Each	1	-	36.9

Folding Knives	(Delrin® Stag Handles)				
18564	Upland	Case	6	\$97.50	\$16.25
18565	Waterfowl	Case	6	109.50	18.25
18566	Big Game	Case	6	175.50	29.25
18567	Gentlemen's	Case	6	85.50	14.25
18568	Peanut	Case	6	61.50	10.25
18543	Whittler	Case	6	101.70	16.95
18541	Trapper	Case	6	107.70	17.95
18549	Euro Upland	Case	6	107.70	17.95
18535	2 Blade Pen	Case	6	83.70	13.95
18537	Tuxedo Knife	Case	6	83.70	13.95

Folding	Knives (Multi-color Laminated Wood Handles)				
18569	Upland	Case	6	\$121.50	\$20.25
18570	Waterfowl	Case	6	145.50	24.25
18571	Big Game	Case	6	211.50	35.25
18572	Gentlemen's	Case	6	103.50	17.25
18573	Peanut	Case	6	73.50	12.25
18544	Whittler	Case	6	131.70	21.95
18542	Trapper	Case	6	· 137.70	22.95

Folding Kni	ves (Kraton® Han	dles)		
18664		Grizzly (Serrated Clip)	Each	\$20.95
18663		Grizzly (Clip)	Each	20.95
18661		Grizzly (Serrated Clip and Saw)	Each	29.95
18662		Grizzly (Clip and Saw)	Each	 29.95

Folding	, Knives	(Sawcut Delrin® Handles)				
18545	1 .	9501 Stockman	Case	6	\$95.70	\$15.95
18546	· •.	9502 Mini-Stockman	Case	6	83.70	13.95
18547		9503 Trapper	Case	6	83.70	13.95
18548		9504 Jack Knife	Case	6	77.70	12.95

Gift Line						۰۰۰۰ ۱۹۹۹ - ۱۹۹۹ ۱۹۹۹ - ۱۹۹۹ - ۱۹۹۹
18533		Money Clip (Stainless)	Case	6	\$101.70	\$16.95
18534		Money Clip (Malachite/Pearl)	Each			47.95
18536		Tuxedo Knife (Pearl)	Each			49.95

Fixed Blade Knives			
18560	Sportsman Clip - Black Handle	Each	\$13.95
18562	Sportsman Clip - Orange Handle	Each	13.95
18561	Sportsman Drop Point - Black Handle	Each	13.95
18563	Sportsman Drop Point - Orange Handle	Each	13.95

All Shaded Items are New for 1995.

Product	Inventory	Order		Order	Mf	fg. Selting Pri	ce
Code		Qty.	Description	Unit	Qty/Case	Per Case	Eact
18657			Sportsman Clip - Black Handle (Clam Pack)	Each			\$14.9
18658			Sportsman Clip - Orange Handle (Clam Pack)	Each			14.9
18659			Sportsman Drop Point - Black Handle (Clam Pack)	Each			14.9
18660			Sportsman Drop Point - Orange Handle (Clam Pack)	Each			14.9
18650			Bird and Trout	Each			12.9
18665			Boot Knife (Wood)	Each			19.9
18651			6" Stren Fillet (Box)	Each			8.9
18652			7 1/2" Stren Fillet (Box)	Each			9.9
18653			9" Stren Fillet (Box)	Each			10.9
18654			6" Stren Fillet (Clam Pack)	Each			9.9
18655			7 1/2" Stren Fillet (Clam Pack)	Each			10.9
18656			9" Stren Fillet (Clam Pack)	Each			· 11.9

Sheaths			
18504	Leather Sheath - Upland Knife	Each	\$4.95
18505	Leather Sheath - Waterfowl Knife	Each	5.95
18506	Leather Sheath - Big Game Knife	Each	6.95

### GUN CARE PRODUCTS

(Orders must be in case quantities only.)

ubricants and Cleaners					
18380	WonderLube™ 6-oz.	Case	6	\$5.94	\$0.99
18381	WonderLube™ 9-oz.	Case	6	7.26	1.21
18382	WonderLube™ 12-oz.	Case	6	8.58	1.43
18394	Brite Bore™ 6-oz.	Case	6	17.70	2.95
26617	Rem™Qil 1-oz. bottle	Case	12	10.68	0.89
18393	Rem™Oil 4-oz. can	Case	6	13.14	2.19
24027	Rem™Oil 10-oz. can	Case	12	39.48	3.29
18396	Rem™ DriLube 4-oz. can	Case	6	16.14	2.69
24001	Bore Cleaner 1-oz. bottle	Case	12	21.48	1.79
18397	Bore Cleaner 4-oz. bottle	· Case	6	25.74	4.29
18395	Rem™ Action Cleaner 10.5-oz. can	Case	6	17.94	2.99

Displa	y Rack	S					
18512				Small - Chemicals Only	Each		\$166.08
18514				Large - Chemicals Only	Each	÷	242.16

#### MISCELLANEOUS ACCESSORIES

18499	Safety Lock	Case	10	\$69.50	\$6.95
18629	Rib Mount - M/870™, 1100™, 1187™ (Vent Rib BBLS Only)	Each			39.95
18503	Game Scale	Case	4	21.20	5.30

### GUN PARTS

(Orders for less than case quantities are subject to a 5% handling charge.)

Choke T	bes and Wrenches				
26451	12-Ga. Full - Lead or Steel	Case	6	\$98.70	\$16.45
26391	12-Ga. Full - Lead Only	Case	6	57.30	9.55



All Shaded Items are New for 1995.

# (Ora BARBER case Ru OOO 3AAJect to a 5% handling charge.)

поке	lubes an	a wrenci	nes (cont'd)				
Product	Inventory	Order		Order	M	fg. Selling Pri	се
Code		Qty.	Description	Unit	Qty/Case	Per Case	Ea
26393			12-Ga. Modified	Case	6	\$57.30	\$9.
26395			12-Ga. Improved Cylinder	Case	6	57.30	9.
26397			12-Ga. Skeet	Case	6	57.30	9.
26399			12-Ga. Improved Skeet	Case	6	57.30	9.
26401			12-Ga. Trap Full	Case	6	92.70	15
26403			12-Ga. Trap Extra Full	Case	6	92.70	15
26405			12-Ga. Trap Super Full	Case	6	92.70	15
26390			12-Ga. Sp. Clays 1 - Skeet	Case	6	92.70	15
26392			12-Ga. Sp. Clays 2 - Improved Skeet	Case	6	92.70	15
26394			12-Ga. Sp. Clays 3 - Improved Cylinder	Case	6	92.70	15
26396			12-Ga. Sp. Clays 4 - Modified	Case	6	92.70	15
26398			12-Ga. Sp. Clays 5 - Full	Case	6	92.70	15.
26450			12-Ga. Turkey Super Full	Case	6	95.70	15
26452			12-Ga. Turkey Extra Full	Case	6	92.70	15.
26453			12-Ga. Rifled	Case	6	119.70	19.
18580			12-Ga. Extended Rifled	Case	6	179.70	29.
26461			20-Ga. Full	Case	6	57.30	9.
26463			20-Ga. Modified	Case	6	57.30	9.
26465			20-Ga. Improved Cylinder	Case	6	57.30	9.
26467			20-Ga. Skeet	Case	6	57.30	9.
26469			20-Ga. Improved Skeet	Case	6	57.30	9.
18631			12-Ga. Wrench	Case	6	26.94	4.4
18632			20-Ga. Wrench	Case	6	26.94	4.4

#### (Orders for less than case quantities are subject to a 5% handling charge.)

# Magazine Clips - Model 700™ BDL (Detachable Magazine) - Blued

18589	v.	6mm, 243, 7mm-08, 308	Case	6	\$149.70	\$24.95
18590		25-06, 270, 280 Rem., 30-06	Case	6	149.70	24.95
18591		7mm Rem. Mag., 300 Win. Mag., 338 Win Mag.	Case	6	149.70	24.95

Magazine	Clips - Mode	l 700 <sup>™</sup> BDL (Detachable Magazine) - Stainless				
18592		6mm, 243, 7mm-08, 308	Case	6	\$149.70	\$24.95
18593		25-06, 270, 280 Rem., 30-06	Case	6	149.70	24.95
18594		7mm Rem. Mag., 300 Win. Mag., 300 Wby. Mag., 338 Win. Mag.	Case	6	149.70	24.95

# Magazine Clips - Model 700™ MTN (Detachable Magazine) - Satin Blued

18595		243, 7mm-08	Case	6	\$149.70	\$24.95
18596		25-06, 270, 7x64, 280 Rem., 30-06	Case	6	149.70	24.95

# Magazine Clips - Models Four™, 7400™, 742™, 740™, 74™

26388	308, 6mm, 243	Case	б	\$65.70	\$10.95
26378	280 Rem.	Case	6	65.70	10.95
26382	30-06, 270, 35 Whelen	Case	6	65.70	10.95

All Shaded Items are New for 1995.

Page 6

(Orders for less than case quantities are subject to a 5% handling charge.)

Magazine Clips - Mo	odels Six™, 7600™, 760™, 76™				
26370	7mm-08, 308, 6mm, 243, 257 Roberts	Case	6	\$59.70	\$9.95
26372	280 Rem.	Case	6	59.70	9.95
26371	25-06, 30-06, 270, 35 Whelen	Case	6	59.70	9.95

Magazine Clips - Model	788™				
26347	22-250 Rem.	Case	б	\$65.70	\$10.95
26345	222 Rem.	Case	6	65.70	10.95
26351	308 Win.	Case	6	65.70	10.95
26349	243 Win.	Case	6	65.70	10.95
26346	223 Rem.	Case	6	65.70	10.95
26350	7mm-08 Rem.	Case	6	65.70	10.95

Magazine Clips - Rin	nfire				
18630	Model 522™ Viper - 10 Shot - (Syn.)	Case	6	\$47.70	\$7.95
24914	581™, 541™ - 5 Shot	Case	6	38.70	6.45
29828	581 <sup>™</sup> , 541 <sup>™</sup> - 10 Shot	Case	6	38.70	6.45
26543	Nylon 77™ - 5 Shot	Case	6	38.70	6.45
26542	Nylon 77™ - 10 Shot	Case	6	38.70	6.45

Synthe	tic Stoc	ks					
18582				M/700™ ADL - Short Action	Each		\$69.95
185 <b>8</b> 1				M/700™ ADL - Long Action	Each		69.95
18583				M/700™ ADL - Long Action Magnum	Each		69.95
18585				M/700 <sup>™</sup> BDL - Short Action	Each		69.95
18584				M/700™ BDL - Long Action	Each		69.95
18586				M/700™ BDL - Long Action Magnum	Each		69.95
18588				M/700™ Mountain Rifle - Short Action	Each		69.95
18587				M/700™ Mountain Rifle - Long Action	Each		69.95
18597				Model Seven™	Each .		69.95
18614			a the second	M/870™ Stock and Fore-End	Each		49.95
18610	1.1.1.1.1.1		a second second	M/1100™, 11-87™ Stock and Fore-End	Each		49.95

### GUN CASES & ACCESSORIES

Hard Ca	ase & Gun Sock		1997 - 1997 1 <u>9</u> 97 - 1997 - 1997		
18492		Hard Case - M/11-87™, 1100™, 870™	Each		\$21.45
18494		Gun Sock - Green	Each		4.45

Soft Gun Cases - Sports	sman Line				가는 것 같아. 같은 것 같아.
18701	44" Standard	Each	6	\$79.50	\$13.25
18702	48" Standard	Each	6	79.50	13.25
18703	52" Standard	Each	6	79.50	13.25
18705	44" Scoped	Each	6	91.50	15.25
18706	46" Scoped	Each	6	91.50	15.25

Soft Gun Case	s - Mossy Oak® Camo Line			с. 	
18708	52" Standard	Each	6	\$97.50	\$16.25
18710	46" Scoped	Each	6	109.50	18.25



Page 7

All Shaded Items are New for 1995.

# **CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER KINZER V. REMINGTON**

BARBER - R 0003442 R 2199801

# Soft Gun Cases - Signature Line

Product Inventory		Order		Order	Mfg. Selling Pricé		
Code		Qty.	Description	Unit	Qty/Case	Per Case	Each
18712			44" Standard	Each	6	\$115.50	\$19.25
18713			48" Standard	Each	6	115.50	19.25
18714			52" Standard	Each	б	115.50	19.2
18715			42" Scoped	Each	6	127.50	21.2
18716			44" Scoped	Each	6	127.50	21.2
18717			46" Scoped	Each	6	127.50	21.2
18739			35" Takedown	Each	6	163.50	27.2

# Soft Gun Cases - Classic Tweed Line

18722	52" Standard	Each	6	\$133.50	\$22.25
18724	46" Scoped	Each	6	145.50	24.25

Soft Gun Ca	ses - Wildlife Series Line				
18726	48" Standard	Each	6	\$151.50	\$25.25
18727	52" Standard	Each	6	151.50	25.25
18729	46" Scoped	Each	6	163.50	27.25

oft Gun Cases - Southwestern Line					
18735	48" Standard	Each	6	\$157.50	\$26.25
18736	52" Standard	Each	6	157.50	26.25
18737	44" Scoped	Each	6	169.50	28.25
18738	46" Scoped	Each	6	169.50	28.25

oft Gun Cases - Aussie Oil Cloth Line		ses - Aussie Oil Cloth Line			
18731	48" Standard	Each	6	\$169.50	\$28.25
18732	52° Standard	Each	6	169.50	28.25
18733	46" Scoped	Each	6	181.50	30.25
18734	48" Scoped	Each	6	181.50	30.25

Sports Bags			
spores sags		·	
18120	Signature Duffle 12" x 24"	Each	\$21.95
18119	Duffle - Mossy Oak 18" x 42"	Each	31.95

# **Gun Club Products**

18110	Shooter's Bag	Each	\$39.95				
18108	Divided Shell Pouch W/Belt	Each	17.50				
18109	Mesh Shell Bag	Each	11.95				

Shotgun and Rifle Slings							
18125	Shotgun Sling - Black	Each	\$6.00				
18123	Shotgun Sling - Brown Camo	Each	6.00				
18121	Shotgun Sling - Mossy Oak® Camo	Each	6.00				
18126	Rifle Sling - Black	Each	6.00				
18124	Rifle Sling - Brown Camo	Each	6.00				
18122	Rifle Sling - Mossy Oak® Camo	Each	6.00				

All Shaded Items are New for 1995.

Page 8

### BARBER - R 0003444 STANDARD CONDITIONS OF SALE

### PRECEDENCE

Remington's Standard Conditions of Sale set forth herein shall be included and made part of any agreements, contracts, or purchase orders for products marketed by Remington ("Products") accepted by Remington, and will supersede and take precedence over any conflicting terms and conditions, stated or implied, that are or may be requested in any contract, purchase order or other documents.

### ACCEPTANCE OF ORDERS

All orders, whether solicited or unsolicited, are subject to acceptance, in whole or in part, upon receipt by Remington in Wilmington, Delaware. Remington reserves the right to reject any order, in whole or in part, without incurring any liability for any such rejection. Should any part of an order be rejected, Remington will ship the remainder under previaling terms and conditions of sale, and Purchaser will accept the delivery and pay for all Products that are included in the portion of the order accepted by Remington.

After acceptance, Remington will attempt to ship all orders as requested; however, should situations arise that result in delays or nondelivery, Remington will be under no liability for any delays or failure to ship or complete any orders or parts thereof, when such failure is due to circumstances, causes, and/or contingencies beyond Remington's control, including, but not limited to Acts of God, fire, explosion, flood, war, act of or authorized by any government, accident, equipment failure, labor trouble or shortage, inability to obtain material, equipment or transportation. Quantities so affected may be eliminated from any order without liability. The remainder of any order shall otherwise remain unaffected. Remington shall have no obligation to purchase supplies of the Product to enable it to perform shipment of any order.

Remington reserves the right to discontinue product lines and to make changes to products offered at any time and will be under no liability for any such discontinuance or change.

### APPORTIONMENT

If for any reason Remington is unable to supply the total demand for any Products, Remington may distribute its available supply among any and all of its customers, as well as departments and divisions of Remington, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

### **GOVERNMENT ACTION**

If any government action should place or continue limitations on the price of any product such that it would be illegal or against public or government policy for Remington to change, access or receive the full amount of or to increase such prices as determined by the current price lists and these Standard Conditions of Sale, then Remington shall have the option

- to continue to perform subject to such adjustments in prices that Remington may deem as necessary to comply with such government action,
- (2) to revise the price lists and Standard Conditions of Sale, subject to Purchaser's approval, in order to most nearly accomplish the original intent of the sales agreement,
- (3) to terminate performance of the affected portions of the sales agreement without any liability for any damage.

### PRICES

Manufacturer's Selling Prices for Products are as listed in current Price Lists and supersede all prices that were previously in effect or have been previously quoted.

All orders on file and all orders accepted by Remington shall be subject to prices in effect on date of shipment.

U.S. Federal Excise Tax is included where applicable. Prices are subject to change at any time without notice.

All resale prices set forth in Remington Price Lists are suggested prices only.

Purchaser shall reimburse Remington for all taxes, excise or other charges which Remington may be required to pay to any government (national, state, or local) upon the sale, production or transportation of the Product sold to the Purchaser.

### BACKORDERS

Remington will attempt to ship all product items available on accepted orders on requested shipping dates and will create a backorder for any unshipped balance unless specifically indicated on the original purchase order that backorders are unacceptable. Remington will continue to ship against the open balance of the remaining backorder unless a written cancellation request is received 15 days prior to shipment.

All backorders with the exception of Custom Guns and specially contracted purchases will be cancelled on December 30, 1995.

# CANCELLATIONS

Cancellation of orders or backorders must be made in writing by letter or fax to:

Remington Arms Co., Inc. Customer Service Delle Donne Corporate Center, Room 310A 1011 Centre Road Wilmington, DE 19805-1270 FAX: 302-993-8688

Written cancellations must be received at least 15 days prior to shipment. If a cancellation is not received in time and Remington makes shipment of the Product, a 15% restocking charge will apply to any return.

Orders for Custom Guns or specifically manufactured products are subject to special quotation, and any subsequent accepted order for such Products are non-cancellable.

### PACKAGING AND MARKINGS

All orders will be shipped in standard packages and case quantities. Remington reserves the right to revise order quantities to standard pack levels.

Orders calling for any special packaging or special marking will be subject to additional service charges. All Product labeling, literature and instructions on or packed with any Product must be passed on by Purchaser to its customers of all Products.

### FREIGHT

Products are shipped F.O.B. Remington factory or warehouse. Title and risk of loss passes to Purchaser at point of shipment. Freight charges are prepaid to Purchaser's shipping address to points in the continental United States. Shipments to Alaska and Hawaii, freight is prepaid to points of embarkation in the Continental U.S.

Remington retains the right to make and route shipments in the most practical and safe manner as determined in its sole discretion regardless of any special routing instructions listed on any purchase orders. Special routing or rapid delivery requests will be prepaid and charges added to the invoice.

Remington will make every reasonable effort to meet requested ship dates and to instruct carriers to schedule delivery as requested on purchase orders. However, legal detention, redelivery, and reconsignment charges assessed by any carrier will be the responsibility of the consignee.

Shipments to shipping destinations other than authorized shipping locations, (drop shipments) when expressly allowed are subject to a 5% service charge. State Tax Exemption Certificates must be provided for any alternate shipping destination.

### SHORTAGE, DAMAGE AND NON-DELIVERY CLAIMS

Shipments involving shortages, damage, non-delivery, or concealed shortage are the responsibility of the Purchaser or consignee and claims must be filed directly with the delivering carrier within 15 days of delivery or as prescribed by the U.S. ICC. It is the Purchaser's responsibility to carefully inspect all shipments to insure proper receipt. Inspection should include verification of total number of cartons, exterior condition and agreement with packing lists. If Purchaser finds any sign of damage or discrepancy upon inspection and receipt, this must be noted on all copies of the carrier's delivery receipt.

Remington will not be responsible for any losses from damage or pilferage in transit. Remington will assist with filing any claim after receiving all documentation from Purchaser within 30 days of delivery.

Remington will provide proof of shipment upon request. If Purchaser requests proof of delivery, this may be subject to a service charge of \$25.00 at Remington's option. The service charge may be waived if delivery was not completed.

Purchaser must notify Remington within 60 days of date of invoice of any irregularities or dissatisfaction regarding quantities shipped, terms, discounts, or conditions of sale. Otherwise, it will constitute complete Purchaser acceptance of the order as shipped and invoiced and a waiver of all claims with respect to such Products.

No claim against Remington of any kind hereunder, whether or not based on negligence, shall be greater in amount than the purchase price of the Products in respect of which any damages are claimed.

Short payment of invoices or credit deduction for any transportation claim or shortages is expressly prohibited.

### **RETURN GOODS**

All product to be returned for invoice credit must be authorized by the Remington Customer Service Department. Authorization includes Return Goods Authorization (RGA) number and mailing labels for products to be returned. When requesting authorization, Purchaser must provide a reason for the return and an invoice number if available. Unauthorized returns will be refused and returned at Purchaser's expense. Return of discontinued or close-out merchandise will not be accepted under any circumstances.

Purchaser is expected to return the product freight prepaid. Collect shipments will be refused. If the product is being returned due to Purchaser's error, the credit invoice may be subject to a 15% restocking charge.

Providing all documentation is complete, Remington will credit Purchaser's account within 30 days of receipt of the authorized return. Credit to Purchaser's account will be based on the original purchase price including applicable discounts. Restocking charges, if any, will be invoiced separately.

Short payment of invoices or credit deduction in anticipation of a credit invoice is expressly prohibited.

### WARRANTIES

Remington warrants title to Products sold hereunder and that such products are of merchantable quality within the meaning of the Uniform Commercial Code. Remington also warrants that the use or sale of the Products will not infringe the claims of any United States patent covering the Products themselves; but does not warrant against infringement by reason of the use thereof in combination with other products or in the operation of any process. Remington also warrants that all Products sold hereunder were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.

ANY LIABILITY BY REMINGTON UNDER THIS WARRANTY CLAUSE SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL REMINGTON BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER. REMINGTON MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER.

Remington specifically reserves the right to inspect all Products alleged to be defective for evidence of misuse or abuse, and to determine whether, in Remington's sole determination, a repair or replacement of any such Product is due.

### PAYMENT TERMS

All payment terms and cash discounts including anticipation discounts, are as per invoices issued for each shipment of Products and discounts are based soley on invoice and payment dates.

Payment of invoices is required by due date; however, any invoice subject to anticipation dating terms may be paid early subject to the discount schedule set forth with the applicable sales program.

To insure proper payment application against open balances, a remittance advice, including customer account number, invoice number and date must be sent to the address noted on the invoice.

Invoices not paid on due date are subject to a late payment service charge. Late Payment Service Charge shall be at a rate of 1.5% per month or 18% per annum or legal maximum if less.

Accounts must be paid promptly when due. Any past due invoice will automatically make all outstanding amounts due and payable immediately regardless of payment terms or due date, and Remington may request payment of the entire account. In addition, Remington may request that the Purchaser recognize all past due amounts via an interest-bearing note secured by collateral deemed appropriate by Remington. All costs to effect such security, including UCC-1 filings, shall be paid by the Purchaser. Subsequent orders may not be shipped until the account is current.

In the event Purchaser fails to fulfill Remington's terms of payment or in the case Remington shall have any doubt at any time as to Purchaser's financial responsibility, Remington may decline to make any further deliveries to Purchaser.

In the event of any change in ownership, including but not limited to sale, transfer, merger or ceasing of operations, all outstanding invoices, regardless of terms of sale or payment date, shall become due and payable immediately. Any deviation from this provision will be at the sole discretion of Remington and must be agreed to by Remington in writing.

Any invoice dispute must be submitted to Remington in writing within 60 days of the invoice date. Disputes will be reviewed provided Purchaser provides documentation including invoice numbers, dates and reasons for the dispute.

Resolution of invoice disputes will be provided by Remington within 60 days after receipt of written documentation and after verification will be credited to Purchaser's account if invoice disputes are found to be correct. If not correct, Remington may request additional documentation.

Purchaser may not deduct any amount from invoice payment because of an invoice dispute or in lieu of reimbursement for any discount, allowance, and/or credit adjustment.

### EXPORTS

Remington's International Division has distribution systems in place for Products in most foreign countries. To maintain the viability of these systems, Remington will not reimburse any Federal Excise Tax payments for any export shipment to such foreign countries. Reimbursement of Federal Excise Tax payments for export shipments to other destinations will be made if specifically authorized in advance by Remington.

# CONFORMITY WITH LAWS AND REGULATIONS

Purchaser of Products agrees to conform with all applicable Federal, State and Local laws, regulations and ordinances concerning the purchase, possession, storage, transportation and resale of all Products.

Purchaser specifically agrees to furnish Remington with a signed, certified copy of the Federal Firearms License applicable to the destination or destinations for multi-locations before Remington will ship any firearms. Purchaser also agrees to furnish a new, signed copy of the Federal Firearms License when it is renewed.

If at any time, and for any reason, a Federal Firearms License is revoked or is allowed to expire without timely renewal, the Purchaser specifically agrees to notify Remington immediately. Remington will suspend all shipments to the Purchaser until such time as the signed copy of the license is received by Remington.

Remington reserves the right to terminate all orders and agreements with any Purchaser who fails to provide a signed copy of a Federal Firearms License or whose Federal Firearms License is revoked by the United States Government

Purchaser agrees to furnish Remington with a certified copy of a Tax Exemption Certificate. If Remington does not have a certified Tax Exemption Certificate on file, applicable sales tax will be applied to all accepted purchase orders and added to all invoices.

Purchaser may not deduct any amount from invoice payment because of a sales tax dispute or in lieu or reimbursement for any sales tax, allowance, and/or credit adjustment.

### CHOICE OF LAW

Any controversy or claim arising or relating to these Standard Conditions of Sale, or to any agreements, contracts, or purchase orders in which these Standard Conditions of Sale are included and made a part, or any breach thereof, shall be governed by the laws of the State of Delaware.

### ORDERING PROCEDURES

All purchase orders should clearly indicate the following information:

Purchase Order Date: Customer Account No. Bill To: Name and Address Requested Stop Date: Ship To: Name and Adress Cancel Date: Backorders: Purchase Order No .: **Remington Product No.:** Color: (Clothing) Description: Size: Firearms, Ammunition and Accessories Orders: Mail To-Remington Arms Co., Inc. Customer Service

Delle Donne Corporate Center, Room 310A 1011 Centre Road Wilmington, DE 19805-1270 302-993-8688

FAX to:

For customer convenience, use Remington's toll free number 1-800-243-9700.

To reach the following services:

- For Firearms Parts, Services, and Custom Shop Press or Say 1
- For Catalogs, Firearms Owner Manuals and Other Literature Press or Say 2
- For Consumer Information and Services Press or Say 3
- For Direct Customer Service (Order and Shipment Information) Press or Say 4 Press or Say 5
- For All Other Headquarters Services or Hold for Operator

Firearms Parts Orders:

Mail to:	Remington Arms Co., Inc. Firearms Parts and Service 14 Hoefler Avenue Ilion, NY 13357	
FAX:	315-895-3659	
Consumer and	General Product Information:	
Address:	Remington Arms Co., Inc. Consumer Services	_

Delle Donne Corporate Center, Room 276 1011 Centre Road Wilmington DE 19805-1270

# **REPAIR AND SERVICE**

Remington has established Service and Repair Stations for all firearms throughout the United States to provide faster service on most repairs. Consumer service complaints on Remington firearms should be sent to the nearest facility. A list of the established New Gun Repair locations will be provided to authorized Remington outlets. In absence of the listing, please call Consumer Services 1-800-243-9700 Prompt #3 for the nearest location.

**Remington Product Service:** 

- Firearms Ilion, NY
- Ammunition Lonoke, AR Traps & Targets Finlay, OH Accessories Wilmington, DE
- Apparel Wilmington, DE
- Tel. 419-422-2664 1-800-243-9700 Prompt #5 and Ext. 8563 1-800-243-9700 Prompt #5 and Ext. 8545

Tel. 1-800-243-9700 Prompt #1

Tel. 501-676-4197

## **CONFIDENTIAL-SUBJECT TO PROTECTIVE ORDER KINZER V. REMINGTON**

### **BARBER - R 0003445**

**BARBER - R 0003446 1995 INFORMATION DIRECTORY** 

# **Corporate Headquarters**

Address:

Remington Arms Company, Inc. Delle Donne Corporate Center, Room Number \_\_ 1011 Centre Road Wilmington, DE 19805-1270 Telephone: 1-800-243-9700

Select from the following services:

- For Firearms Parts, Service and Custom Shop
- For Catalogs, Firearms Owner Manuals and Other Literature
- For Consumer Information and Services
- For Direct Customer Service (Orders and Shipments)
- For all other Headquarters Services

#### CUSTOMER SUPPORT

Telephone: Select Prompt #4 followed by four-digit extension Fax: 302-993-8688 Address: Room 310A

#### **Credit Division**

Telephone: Select Prompt #5 and Extension 8646 Direct Dial: 302-993-8646 Fax: 302-993-8843 Address: Room 357

#### **Advertising Information**

Telephone: Select Prompt #5 and Extension 8578 Direct Dial: 302-993-8578 Fax: 302-993-8606 Address: Room 268

### Merchandising

Information-Remington® Telephone: Select Prompt #5 and Extension 8542 Direct Dial: 302-993-8542 Fax: 302-993-8606 Address: Room 273A

### **Co-op Advertising**

Accrual Information Telephone: 800-447-1950, Ext. 198 Fax: 309-692-5444 Address: Remington Co-op Advertising Multi-Ad Services, Inc. P.O. Box 3972 Peoria, IL 61614-3972

#### Merchandising Information-STREN®

Telephone: Select Prompt #5 and Extension 8564 Direct Dial: 302-993-8564 Fax: 302-993-8606 Address: Room 259A

**Public Relations and Press Office-Remington®** Direct Dial: 302-993-8553 Fax: 302-993-8606 Address: Room 273B

### **Public Relations and**

Press Office-STREN® Direct Dial: 302-993-8553 Fax: 302-993-8606 Address: Room 273B

### **Shooting Development**

Telephone: Select Prompt #5 and Extension 8555 Direct Dial: 302-993-8555 Fax: 302-993-8606 Address: Room 259G

#### Government and

Law Enforcement Sales Telephone: 910-299-4032 Fax: 910-292-3772 Address: Remington Arms Company, Inc. Law Enforcement and Government Sales 620 Green Valley Road, Suite 304 Greensboro, NC 27408

#### **Industrial Ammunition Sales**

Telephone: 501-676-4101 Fax: 501-676-4108 Address: Remington Arms Company, Inc. Industrial Ammunition Sales I-40 and Remington Road Lonoke, AR 72086

#### Prompts

Press or Say 1 Press or Sav 2 Press or Say 3 Press or Say 4 Press or Say 5 or hold for operator

#### PRODUCT SUPPORT

**General Product Support** Telephone: Select Prompt #3 Fax: 302-993-8606 Address: Room 276

#### Firearms Plant

General Telephone: 315-895-3200 Address: Remington Arms Company, Inc. 14 Hoefler Ave. Ilion, NY 13357 Parts & Service: Fax: 315-895-3659 Custom Shop: Fax: 315-895-3613 Product Service: Fax: 315-895-3237

#### Ammunition and **Components Plant**

General Telephone: 501-676-3161 Fax: 501-676-4108 Quality Concerns: 501-676-4197 Address: Remington Arms Company, Inc. Route 40 and Remington Road Lonoke, AR 72086

#### **Accessories Products**

Telephone: Select Prompt #5 and Extension 8563 Direct Dial: 302-993-8563 Fax: 302-993-8635 Address: Room 293D

#### **Apparel Products**

Telephone: Select Prompt #5 and Extension 8545 Direct Dial: 302-993-8545 Fax: 302-993-8633 Address: Room 293A

Fishing Products

Telephone: Select Prompt #5 and Extension 8554 Direct Dial: 302-993-8554 Fax: 302-993-8606 Address: Room 267B

Accelerator, CBee, Core-Lokt, Duplex, Express, Fieldmaster, Fireball, Kleanbore, MagnaThin, Nitro Mag, Power-Lokt, Power Piston, Rangemaster, Remington, ShurShot, Slugger, Speedmaster, Sportsman, Stren, Targetmaster, Thunderbott, UMC, Viper, Wingmaster and Yellow Jacket are trademarks registered in the U.S. Patent & Trademark Office by Remington Arms Company, Inc. Bronze Point, Bullet, Copper-Lokt, Copper Solid, Cyclone, Driving Band, Express-Steel, Figure 8, Golden, Golden Saber, High Impact, Leadless, Lead-Lokt, Lok-Knot, Magnum 7740, Marine Magnum, Model Seven, Model 11-87, Model 12-87, Model 522, Model 572, Model 581-S, Model 1700, Model 570, Model 500-T, Model 1100, Model 7400, Model 7400, Model 750, Model 500, Model 750, Model 500, Model 570, Model 570, Model 500, Model 570, Model 500, Model 570, Model 570,

Follow the safety rules printed in firearms instruction books and on ammunition boxes. If you do not have an instruction book for your Remington firearm write Remington Arms Company, Inc., Delle Donne Corporate Center, 1011 Centre Road, Wilmington, DE 19805, for a free copy. Please specify the model and serial number.

The firearms herein have been photographed with their actions closed to properly showcase their features. In actual practice, any firearm not in use must be left with ammunition removed, action open, and safety on ©1995 Remington Arms Company Printed in U.S.A. H-42321-95

