

July 28, 2003

Federal Bureau of Investigation  
HRT Building  
Quantico, VA 22135  
Attention: Theresa M. Powell, Contract Specialist

Dear Ms Powell:

RE: Solicitation – RFP-0026791 308 Winchester Sniper Rifle – Warranty Information.

In accordance with the Technical Proposal section, part g, the following is the general warranty statement provide by our legal council for all Remington products and their incorporated parts.

In the event of a need for product warranty, Remington will work directly with the COTR of this solicitation to resolve the issue to the satisfaction of the FBI.

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**General Warranty Information:**

After shipment of product to any of the designated locations, if product is found to be defective, replacement will be made, if necessary, for all product manufactured within a reasonable production parameter around the designated lot codes of the defective product as agreed upon by Remington and the USSS contracting agent.

Warranty information is as follows:

**WARRANTIES:** Remington warrants title to Products sold hereunder and that such Products are of merchantable quality within the meaning of the North Carolina Uniform Commercial Code. Remington warrants that the use or sale of the Products will not infringe upon any United States patent covering the Products themselves; but Remington does not warrant against infringement by reason of the use of Products in combination with other Products or in the operation of any process or after transformation or modification by Purchaser.

Warranty continued;

ANY LIABILITY OF 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 EXCEPT AS OTHERWISE EXPRESSED IN WRITING. 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. All warranties under this provision are limited to Purchaser only and are unassignable, and shall not extend or apply to any third party.

#### **ADDITIONAL WARRANTY CONDITIONS & REPLACEMENT PARTS**

- In addition to Remington's standard warranty, each weapon under this contract are guaranteed for a minimum service life of 50,000 rounds on the receiver and 5,000 rounds on the barrel with proper cleaning and maintenance. Detailed cleaning, maintenance, and lubrication instructions are listed in the Operator's Manual included with each system. These procedures should be followed after each deployment, training exercise, or 90 days of inactivity.
- The following components are considered to be "high-stress" components and are recommended to be replaced every 10,000 rounds. Sufficient replacement "high-stress" components (Qty. 5 of each component) are included with each system to insure a total system life of 50,000 rounds
  - Firing Pin Assembly
  - Extractor
  - Ejector
  - Ejector Pin
  - Ejector Spring
  - Magazine Follower
  - Magazine Follower Spring
  - Front Guard Screw
  - Rear Guard Screw
  - Bolt Stop
  - Bolt Stop Pin
  - Sear Pin

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**CRITICAL COMPONENT SERVICE LIFE**

- Listed below is the anticipated service life of the critical components of the Model 40-XS rifle

- Receiver - 50,000 Rds
- Barrel - 5,000 Rds
- Trigger Assmb. - 50,000 Rds
- Magazine Box - 50,000 Rds
- Magazine Follower - 10,000 Rds
- Magazine Spring - 10,000 Rds
- Firing Pin Assmb. - 10,000 Rds
- Extractor - 10,000 Rds
- Ejector - 10,000 Rds
- Ejector Pin - 10,000 Rds
- Ejector Spring - 10,000 Rds

Sincerely,

Gregory A. Foster  
Manager, Law Enforcement  
And Government Sales

GAF