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Counsel for Plaintiff Advanced Armament Corporation

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF OREGON AT EUGENE

ADVANCED ARMAMENT
CORPORATION,

Plaintiff,

v.

IAN HALE GARNER, an individual,

Defendant.

Case No. 08-CV-6142-TC

**DECLARATION OF KEVIN
BRITTINGHAM IN SUPPORT OF
PLAINTIFF'S OPPOSITION TO
MOTION TO STRIKE**

I, KEVIN BRITTINGHAM, do hereby declare:

1. I am the President and Chief Executive Officer of Advanced Armament Corporation ("AAC"). The statements herein are made based on personal knowledge and I am competent to testify thereto.

2. AAC has an agreement with Fabrique Nationale de Herstal ("FN") to supply silencers, flash hidere and spare parts to FN for the SOF Combat Assault Rifle (SCAR), a rifle FN is manufacturing for the United States Special Operations Command (U.S. SOCOM) (the "SCAR Program").

3. FN's contract with the U.S. SOCOM identifies AAC as the supplier of flash hidere and silencers for the SCAR Project. Thus, each time FN needs those products for the

Project, it sends a request for quotation and purchase order to AAC. In response, AAC quotes the price and delivery terms, acknowledges the purchase order, and delivers the products. AAC is the only supplier that receives a request for quotation and purchase order. The AAC products required under FN's contract with U.S. SOCOM were designed initially for the SCAR Project, are patent pending and/or their designs are AAC trade secrets. Thus, no other company could supply these products as part of the SCAR Program. Further, per the non-disclosure agreement between AAC and FN, FN may not utilize, produce, or cause to be produced items utilizing technology originating from AAC without AAC's express consent.

4. AAC does not have an agreement or contract with the United States military for the SCAR Project and does not supply products for the SCAR Program directly to the United States military – AAC's products are supplied to FN which incorporates them into the rifle it manufactures and then provides to the military.

5. At FN's request, AAC has supplied FN with silencers, flash hiders and spare parts pursuant to our agreement on multiple occasions, including before and after the defamatory statements at issue in this action were posted by Defendant Garner on the internet, evidence of some of which are set forth in the paragraphs below.

6. On March 28, 2008, pursuant to the agreement between FN and AAC for the SCAR Project, FN sent AAC a request for quotation (RFQ) for price and delivery terms for flash hiders for the Project. Attached hereto as Exhibit A is a true and correct copy of the March 28, 2008 RFQ. The quantities reflected on Exhibit A have been redacted to protect AAC's confidential business information and trade secrets.

7. On March 28, 2008, FN sent AAC two purchase orders for flash hiders for the SCAR Program. AAC acknowledged the orders that same day. Attached hereto as Exhibit B are true and correct copies of the March 28, 2008 purchase orders including AAC's acknowledgement. The prices and quantities reflected on Exhibit B have been redacted to protect AAC's confidential business information and trade secrets.

8. On April 22, 2008, FN requested, by email from FN employee Frank Spaniel, an

additional shipment of silencers from AAC for the SCAR Project. Attached hereto as Exhibit C is a true and correct copy of the April 22, 2008 email from which quantities and unrelated information regarding product details have been redacted.

9. Attached hereto as Exhibit D is a true and correct copy of a bill of lading from a shipment to FN of AAC's products for the SCAR Program on May 21, 2008. The quantity and weight reflected on Exhibit D have been redacted to protect AAC's confidential business information and trade secrets.

10. On June 9, 2008, pursuant to the agreement between FN and AAC for the SCAR Project, FN sent AAC three RFQs for price and delivery terms for flash hidere and silencers for the Project. Attached hereto as Exhibit E is a true and correct copy of those RFQs. The quantities reflected on Exhibit E have been redacted to protect AAC's confidential business information and trade secrets.

11. Attached hereto as Exhibit F are true and correct copies of the UPS shipping labels used to ship packages containing the AAC products for the SCAR Program to FN and the UPS Tracking Summary confirming that the packages were in fact delivered to FN on various dates before and after the defamatory statements at issue in this action were posted by Defendant Garner on the internet, including April 8, 2008, April 22, 2008, May 1, 2008 and June 9, 2008, among others.

12. FN accepted, and has never rejected, each shipment of products for the SCAR Program supplied by AAC pursuant to FN's purchase orders referenced above.

13. Within a week after Defendant Garner's defamatory internet postings at issue in this case, I received assurances from Frank Spaniel at FN that FN had no problems with AAC's performance, would not be terminating our agreement for the SCAR Project, and would continue to use AAC flash hidere and silencers throughout the entire SCAR contract that FN has with with United States military. I also was assured that FN was not considering or evaluating other companies to replace AAC as a supplier. FN also indicated that the United States military was happy with our products.

14. AAC has not received any complaints from the United States government regarding the quality of the silencers it has supplied to FN and has not received any warnings, threats or other indication from the United States government that it would seek to have FN replace AAC as a supplier or terminate its agreement with AAC.

15. AAC does not and never has sold the products it designed and manufactures for FN for the SCAR Program to the general public, firearms dealers, or any other person or entity. These products are not available to the public, firearms dealers or any other person or entity for use or purchase.

16. Attached hereto as Exhibit G is a true and correct copy of a May 3, 2008 message by Defendant Garner posted on SilencerResearch.com in which, after being asked to retract his prior defamatory statements, Defendant Garner stated that he had notified his employer who was "prepared to proceed as needed." Exhibit G is redacted to remove an unrelated message posted sometime later by a third party.

17. AAC employees, including myself, are prohibited by the administrators of the AR15.com forums from posting messages on the forums, including in response to defamatory or any other statements about AAC.

18. After reading the postings by Defendant Garner on AR15.com and SilencerResearch.com, existing customers and prospective customers with whom AAC has been negotiating contacted the company with concerns about the quality of AAC's products and AAC's ability to meet their needs.

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19. Defendant Garner's postings on AR15.com and SilencerResearch.com threaten AAC's customer relationships and prospective customer relationships, and have damaged AAC's reputation and good will within the industry.

I declare the foregoing to be true and accurate under penalty of perjury.

DATED this 18th day of August 2008.

By: 

Kevin Brittingham

FN MANUFACTURING, LLC Post Office Box 24257 COLUMBIA, SC 29224 Tel #: 803-736-0522 ext. 406	Military Request for Quotation (IDIQ) RFQ # AAC32708 From: Jason Jones Date: 3/28/2008
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Vendor: AAC	Please respond before: 4/9/2008
Contact: Lynsey	QUOTE TO BE VALID 180 DAYS

Valued Supplier,
 FN Manufacturing is pleased to offer your company the opportunity to quote component parts in support of a spare parts contract with the U.S. government. See page No. 2. (Optional page)
 Please review the items below and attached. PURCHASING FORMS LOCATED AT WEBLINK:
<http://www.fnmfq.com/purchasing/supplierforms.htm>

- This is a Firm Fixed Price Indefinite Delivery/ Indefinite Quantity (IDIQ) solicitation. If a contract is awarded as a result of this RFQ, it will be in the form of an IDIQ purchase order for a duration of up to 5 yrs. Please refer to the appropriate notices on the attached pages
- Include and separate tooling cost and any other cost associated with the production process.
- Supply individual lead times for production parts.
- PACKAGING MUST BE ADEQUATE TO INSURE NO DAMAGE IN TRANSIT & INCLUDED IN THE QUOTE--PR120C-ATT
- State any exceptions and conditions.
- List any discount and payment terms.
- Drawing and QAPS included if required.
- Certification per (MIL-W-63150 ref. in original contracts only): Mil-Std 105 now replaced with MIL-1916 (C=0).
- Form P200, "Terms and Conditions" are hereby incorporated. LOCATED AT WEBLINK:
<http://www.fnmfq.com/purchasing/supplierforms.htm>
- Form QA236 compliance is required.
- Form PR210, "Supplemental Provisions" apply.
- FNM LLC will not furnish gaging on this order; however, gage drawings may be available for supplier.
- Material purchased "Less Finish" must be preserved prior to shipment.
- Any resultant purchase order will be a "Firm Fixed Price" contract.
- First Article may be required on any new production.

****NOTE: PULL MIL-STD-1916 DTD 1 APRIL 96 & MIL-W-13855D(AR) DTD 9 FEB 95****
YOU CAN PULL THESE ITEMS FROM THE FOLLOWING WEB LINK:
<http://stinet.dtic.mil> or <http://www.dsp.dla.mil/>

Part number	Description	QTY	2008	2009	2010	2011	2012	Tooling/NRE Charge	Lead Time
3141380040	Scar Light Flash Hider			NA	NA	NA	NA	NA	
3181380040	Scar Heavy Flash Hider			NA	NA	NA	NA	NA	
REDACTED									

PARTS WITH A "V" ARE LESS FINISH

PLEASE REMEMBER TO QUOTE LEAD TIME, FIRST ARTICLE, TOOLING and any NRE that is needed
 -Confidentially/Proprietary:

ALL SPECIFICATIONS AND DOCUMENTS SENT WITH THIS REQUEST FOR QUOTATION CONTAINS INFORMATION PROPRIETARY TO FN MANUFACTURING LLC. ANY USE, REPRINTING, ASSIGNMENT OR DISCLOSURE IN WHOLE OR IN PART IS SUBJECT TO THE PRIOR WRITTEN CONSENT OF FN MANUFACTURING, LLC., COLUMBIA, SC. USA 29224. ALL SPECIFICATIONS AND DOCUMENTS SENT WITH THIS REQUEST FOR QUOTATION NEED TO BE DESTROYED OR RETURNED TO FNMI UPON COMPLETION OF YOUR COMPANY'S REVIEW/RESPONSE PROCESS.

This Request for Quotation consists of this page, any continuation of pages and provisions of purchase order.(Form P-200) This RFQ is issued to support a defense contract and is subject to all requirements of the Defense Priorities and Allocation Systems (DPAS), as set forth in 15 C.R.F., part 700, and all amendments and supplements thereof. It is mandatory that your subcontractors (first, second or subsequent tier) use the rating program identification number when placing purchase orders for production materials to be used for this order. MISUSE OF THIS NUMBER IS PROHIBITED. Charges for special tooling (including drawings) and maintenance by supplier during the duration of contract must be made separately, based on full ownership by FN Mfg. LLC. TO BE VALID, YOUR QUOTATION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY:

(PRINT NAME)

(TITLE)

Exhibit A
 Page 1 of 13

(DATE)

(SIGNATURE)

Exhibit A
Page 2 of 13

Solicitation Notice 1

Applicability of U.S. Government Prime Contract Requirements - Solicitation

The offer or is hereby notified that any subcontracts/purchase orders issued by FNM, LLC as a result of this solicitation are in support of one or possibly more U.S. Government prime contracts. The specific prime contract numbers are not available to the buyer at the time of the issuance of this solicitation and may not be available at the time of subcontract/purchase order award; however, all applicable FAR/DFARS clauses as incorporated into this solicitation shall be considered consistent with the FAR/DFARS references in FNM, LLC'S prime contracts. Additionally, if this solicitation results in an award to the offer or, the specific prime contract number will be available, if needed, after the delivery of the prime contract line items by FN to our U.S. Government customer.

Although not specifically identified by line item in this solicitation, the offer or is notified that any resulting subcontracts/purchase orders issued by FN under this solicitation are considered to be "rated orders" certified for national defense use. The offer or, if awarded any subsequent subcontracts/purchase orders, shall follow all the requirements of the Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700). It is assumed that the rating will be "DO" unless otherwise indicated by the buyer.

Solicitation Notice 2

IDIQ Provision - Solicitation

The offeror is hereby notified that any subcontracts/purchase orders issued by FN as a result of this solicitation will be issued as an Indefinite Delivery Indefinite (a) Quantity (IDIQ) contracting vehicle, Firm Fixed Price (FFP) Task Orders/Schedule Releases in accordance with FAR 16.5 in support of one or possibly more U.S. Government prime contracts. The quantities of supplies specified in the Schedule are estimates only and are not purchased by this subcontract/purchase order.

The proposed subcontract/purchase order covers the base year period of 12 months after the issuance of the IDIQ subcontracts/purchase order with 2 Option Years (13 to 24 months after the issuance of the IDIQ subcontract/purchase order and 25 to 36 months after the issuance of the IDIQ subcontract/purchase order).

Minimum Order Guarantee

The quantities of supplies specified herein are estimates only. The guaranteed minimum amount for any resulting subcontract/purchase order shall be a total of \$3,000.00, as met through the issuance of one or more task order/schedule releases within the resulting subcontract/purchase order performance period as stated above. Awarded quantities shall be made by issuance of authorized task orders/schedule releases in accordance with specified ordering procedures contained herein.

Anticipated Subcontract/Purchase Order Performance Period

- (a) The anticipated subcontract/purchase order performance period for the Base Period for issuance of task orders is: Date of Award through 12 months after the date of award.
- (b) The anticipated subcontract/purchase order performance period for the option Period 1 follows in the subsequent months: 13 months after the date of award to 24 months after the date of award.
- (c) The anticipated subcontract/purchase order performance period for the option period 2 follows in the subsequent months: 25 months after the date of award to 36 months after the date of award.
- (d) FNM, LLC reserves the right to exercise the option to extend the term of the proposed subcontract/purchase order for option periods 1 - 2 on the evaluation of the successful suppliers past performance on previous task orders issued during the preceding subcontract/purchase order performance period.

Format of Orders

All task order/schedule releases issued as a result of this solicitation must be in writing and signed by an authorized FNMI, LLC Purchasing Official. Verbal order/schedule releases will not be authorized under any resulting subcontract/purchase order.

Ordering Terms

All resulting task orders/schedules are subject to the terms and conditions of the anticipated subcontract/purchase order. In the event of conflict between a task order/schedule release and the resulting subcontract/purchase order, the resulting subcontract/purchase order shall control.

If mailed, a task order/schedule release is considered "issued" when FN deposits the order in the mail. Orders may be issued by facsimile, e-mail, or by electronic commerce methods.

Except for any limitations on quantities in the Schedule, there is no limit on the number of task orders/releases that may be issued. FN may issue task orders/schedule releases requiring delivery to multiple destinations or performance at multiple locations.

Any resulting task order/schedule release issued during the effective period of the proposed subcontract/purchase order and not completed within the period shall be completed by the supplier within the time specified in the subcontract/purchase order. The proposed subcontract/purchase order shall govern the supplier's and FN's rights and obligations with respect to that task order/schedule release to the same extent as if the task order/release was completed during the supplier's effective period; provided, that the supplier shall not be required to make any deliveries under the proposed subcontract/purchase order after 36 months after issuance of the subcontract/purchase order.

ORDER LIMITATIONS (FAR 52.216-19 modified)

(a) Minimum order. When FN requires supplies covered by the proposed subcontract/purchase order in an amount of less than \$ 3,000.00 FNM, LLC is not obligated to purchase, nor is the offer or obligated to furnish, those supplies under the proposed subcontract/purchase order.

(b) Maximum order. The offer or is not obligated to honor -

(1) Any order for a single item in excess of \$ 8,000,000;

(2) Any order for a combination of items in excess of \$ 8,000,000; or

(3) A series of task orders/schedule releases within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

FN Manufacturing LLC ,
FIXED PRICE TERMS FOR GOVERNMENT CONTRACTING (Oct. 2007)

1. **SOURCE APPROVAL:** No subcontract or purchase order shall be made by Seller with any other party for furnishing the whole or any substantial portion of the items or services herein contracted for without the prior written approval of the Purchaser. This paragraph shall not apply, however, to any subcontract or purchase order for the furnishing of standard or commercial articles or raw material.
2. **DEFINITIONS:** As used throughout this Attachment the following definitions apply unless otherwise specifically stated.
 1. "Buyer" means FN Manufacturing, LLC.
 2. "Seller" means the legal entity herein entering This Order with Buyer;
 3. "FAR" means the Federal Acquisition Regulation (CFR Title 48, Chapter 1);
 4. "DFARS" means the Department of Defense FAR Supplement (CFR Title 48, Chapter 2);
 5. In FAR and DFARS clauses incorporated herein, unless the context of a clause requires otherwise, "Government" means Buyer, "Contracting Officer" means Buyer's Purchasing Representative or his authorized designee, "Contractor" means Seller, and the revision date of each clause shall be the same as contained in the Prime Contract; and
 6. "Prime Contract" means the Government contract identified in This Order and under which This Order was issued.
3. **ENTIRE AGREEMENT.** Purchaser or Buyer, as used throughout this agreement, shall mean the FN Manufacturing, LLC authorized Procurement Department Representative. This order is not binding upon Purchaser until accepted by Seller. Acceptance of all terms and conditions of this order shall take place, at the election of the Purchaser, either by execution and return of the signed acknowledgment copy accompanying Purchaser's purchase order form or by part performance of this order. None of the terms and conditions contained in this purchase order may be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative of the Purchaser and delivered by the Purchaser to Seller, and each shipment received by the Purchaser from Seller, shall be deemed to be only upon the terms and conditions contained in this purchase order except as they may be added to, modified, superseded or otherwise altered, notwithstanding any terms and conditions that may be contained in any acknowledgment, invoice or other form issued by Seller (Purchaser hereby objects to said terms and conditions and notifies Seller that they are rejected) and notwithstanding Purchaser's act of accepting or paying for any shipment or similar act by the Purchaser. All supplemental sheets, schedules, exhibits, specifications, drawings, data or riders which may be annexed hereto or referenced herein are made a part of this order. Seller acknowledges that it has available to it all specifications, drawings and data incorporated in this order and that they are adequate to enable Seller to perform the work called for herein in accordance with the delivery schedule.
4. **BUYER AND GOVERNMENT FURNISHED PROPERTY:** Title to, and the right of immediate possession of, all tooling and material furnished by Buyer to Seller shall remain in Buyer, provided, however, that title to such tooling and material which is identified as property of the Government shall remain in the Government. Buyer does not guarantee the quality or suitability of such tooling to material. If This Order specifies that the price includes jigs, dies, fixtures, tools, patterns, drawings, specifications or other special equipment and manufacturing aids used in the manufacture of the articles, such items shall become the property of Buyer or its customer immediately upon their acquisition by Seller. Such items and any similar items furnished to Seller by Buyer are hereinafter referred to as "special equipment". Special equipment shall be kept in good condition and repair and from time to time replaced by Seller without expense of Buyer, except that the cost of changes due to Buyer's change of design or specifications shall be paid by Buyer if such changes are made prior to the exhaustion of the useful life thereof. Special equipment shall not, except with the written consent of Buyer, be used in the production, manufacturing or design of any articles other than those called for by This Order. Seller shall maintain adequate property control records and shall not make any disposition of special equipment except as directed by Buyer in writing. Notwithstanding the foregoing, upon written notice to Buyer and to the extent such use will not interfere with Seller's performance of This Order or other orders from Buyer which are in effect at the time Seller enters into a direct contract with the United States Government, Seller shall have the right to use special equipment in the manufacture of end items to direct sale to the United States Government to the extent the Government has the right under its Prime Contract with Buyer to authorize such use by Seller, provided that, to the extent practicable, Seller prominently identifies such end items as being manufactured by Seller for direct sale to the United States Government.

PURCHASER'S PROPERTY. Unless otherwise agreed in writing, all tools, equipment or material of every description furnished to Seller by purchaser or specifically paid for by Purchaser, and any replacement thereof, or any materials affixed or attached thereto, shall be and remain the personal property of Purchaser. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Seller as "Property of FN Manufacturing, LLC" and be safely stored separate and apart from Seller's property. Seller shall not substitute any property for Purchaser's property and shall not use such property except in filling Purchaser's orders, without the written consent of the Purchaser. Such property while in Seller's custody or control shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense in an amount equal to the replacement cost with loss payable to Purchaser and shall be subject to removal at Purchaser's written request, in which event Seller shall prepare such property for shipment and shall redeliver it to Purchaser in the same condition as originally received by Seller, reasonable wear and tear excepted
5. **SPECIAL TOOLING:** The clause, Special Tooling, FAR 52.245-17, applies if This Order provides for delivery of Special Tooling, as defined in FAR 52.245-17, or if performance requires the use of such Special Tooling, the cost of which is, or is intended by Seller to be, included in the price of This Order. Such Special Tooling may be, or may become, the property of the Government; otherwise, of the Buyer. If such Special Tooling is not identified by type, kind, or number, or is not specifically described in This Order, Seller will furnish Buyer in writing, promptly after receipt of This Order, a description of the Special Tooling that Seller proposes to make or otherwise acquire and the portion of This Order price allocable thereto. Unless Buyer thereafter advises Seller in writing that the Special Tooling is to be Buyer property or unless the Schedule of This Order so provides, it will be treated in This Order as Government Special Tooling and FAR 52.245-17 will be applied as follows:

FN Manufacturing LLC ,

FIXED PRICE TERMS FOR GOVERNMENT CONTRACTING (Oct. 2007)

1. Communications from Seller to Contracting Officer will be through Buyer unless Buyer requests otherwise, and the Contracting Officer may also communicate to Seller through Buyer; and
2. Adjustments in the price of This Order provided for in the clause will be made only to the extent the Government acts through Buyer and correspondingly adjusts the Prime Contract; otherwise, Seller is responsible for direct arrangements with the Government, including payments to be made by Seller or the Government.
3. Acceptability of Special Tooling will be determined by Buyer. One or more samples of each part to be manufactured from such tooling shall, if Buyer requests, be fabricated from the tooling and submitted to Buyer for tryout inspection in sufficient time to permit correction of tooling defects and to meet delivery dates in This Order. Seller's certified tryout inspection reports shall in any event be submitted to Buyer prior to acceptance of the tooling. Costs incurred by Seller in fabricating defective samples and in correcting tooling faults are included in the price of This Order.
4. Payment under This Order on account of Special Tooling shall be contingent upon Seller's furnishing Buyer satisfactory evidence that the tooling:
 - a. has been fabricated according to Buyer's specifications, if any; or
 - b. is capable of producing acceptable parts.
5. Whether the tooling is or is not to become the property of Buyer of the Government, except when different arrangements are made between Seller and the Contracting Officer as to Government tooling; Seller bears risk of loss or damage to the tooling until delivered to Buyer; and at Buyer's request, Seller shall either:
 - a. deliver the tooling to Buyer F.O.B. rail car or truck at Seller's plant, protected, packed, and marked in accordance with requirements of carrier selected by Buyer; or
 - b. deliver same to Buyer at any location designated by Buyer, subject to Buyer paying Seller the transportation cost (as prevailing rates) of delivering the tooling to such location.
6. Any Special Tooling used by Seller in performance of This Order which belongs to the Government or to which the Government has the right to take title shall, at no increase in the price of This Order, be established in Seller's property accounts and be identified in accordance with FAR 45.504-4 and 45.506. Seller shall, within the price of This Order, keep any Buyer or Government Special Tooling utilized by Seller in performance of This Order in good condition and capable of producing acceptable parts. Buyer has the right to enter Seller's premises at reasonable times for inspect such tooling and Seller's control records pertaining thereto.
6. **SPECIAL TEST EQUIPMENT:** The clause, Special Test Equipment, FAR 52.245.18 applies if This Order provides for delivery of Special Test Equipment (STE), as defined in FAR 52.245-18, or if performance requires the use of such STE, the cost of which is, or is intended by Seller to be, included in the price of This Order. Such STE may be, or may become, the property of the Government; otherwise, of the Buyer. If such STE is not identified by type, kind, or number, or is not specifically described in This Order, Seller will furnish Buyer in writing, promptly after receipt of This Order, a description of the STE that Seller proposes to make or otherwise acquire and the portion of This Order price allocable thereto. Unless Buyer thereafter advises Seller in writing that the STE is to be Buyer property or unless the Schedule of This Order so provides, it will be treated in This Order as Government STE and FAR 52.245-18, will be applied as follows:
 1. In clause paragraph (b) "at Government expense" is deleted.
 2. Communications with the Government from Seller pursuant to the FAR clause shall be through Buyer.
 3. Seller shall give Buyer 45 days advance written notice of intent to fabricate or acquire STE (see FAR clause paragraph (b));
 4. STE furnished by the Government to Seller shall be considered to be furnished through Buyer to Seller and is subject to clause "BUYER AND GOVERNMENT FURNISHED PROPERTY", herein, instead of a Government Property clause;
 5. Equitable adjustment of This Order when STE is furnished by the Government shall correspond to and be no more favorable to Seller than the related equitable adjustment in the Prime Contract is to Buyer. If the Government will not agree to an adjustment in Buyer's Prime Contract which is adequate to include an adjustment acceptable to Seller, Seller will be invited to participate in the negotiation with the Government when feasible;
 6. Any STE used in the performance of This Order which belongs to the Government or to which the Government has the right to take title shall at no increase in the price of This Order, be established in Seller's property accounts and identified in accordance with FAR 45.505-4; and;
 7. The Buyer or the Government shall have access at reasonable times to Seller's plant to inspect STE to which the Government holds title and Seller's records pertaining thereto.
7. **DEFAULT.** Time is of the essence for this Purchase Order. With respect to default of Seller or Seller's subcontractors at any tier, except in instances of delays which are due to causes beyond Seller's reasonable control and without Seller's fault or negligence, Purchaser may, by written notice of default to Seller (a) terminate the whole or any part of this contract in any one of the following circumstances: (i) if Seller fails to make delivery of supplies or fails to perform the services within the time specified herein or any extension thereof; or (ii) if Seller fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as Purchaser may authorize in writing) after receipt of notice from Purchaser specifying such failure; and (b) upon such termination Purchaser may procure, upon such terms as it shall deem appropriate, supplies or services similar to those so terminated, in which case Seller shall

FN Manufacturing LLC ,

FIXED PRICE TERMS FOR GOVERNMENT CONTRACTING (Oct. 2007)

continue performance of this order to the extent not terminated and shall be liable to Purchaser for any excess costs for such similar supplies or services. As an alternate remedy, and in lieu of termination for default, Purchaser, at its sole discretion, may elect (1) to extend the contract delivery schedule and/or (2) to waive other deficiencies in Seller's performance, in which case an equitable reduction in the purchase order price shall be negotiated. If the failure to perform is caused by the default of a subcontractor at any tier and if such default arises out of causes beyond the control of both the Seller and subcontractor, and without the fault or negligence of either of them, the Seller shall not be liable for any excess costs for the failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the required delivery schedule. The rights and remedies of the Purchaser provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this purchase order.

8. INSPECTION AND ACCEPTANCE.

(a) All facilities which will or may be used in the performance of this order, and all supplies or deliverable items including without limitation all raw and in-process materials, components, intermediate assemblies and end items, shall be subject to inspection and test by the Purchaser and its customers (the term "customers" shall include the U.S. Government), to the extent practicable at any and all times and places including the period of manufacture and in any event prior to final acceptance by the Purchaser and its customer.

(b) If any inspection or test is made on the premises of Seller or its supplier, Seller without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspection and tests on the premises of Seller or its supplier shall be performed in such a manner as not to unduly delay the work. Purchaser may charge Seller any additional costs to the Purchaser or its customers of inspection or test when supplies are not ready at the time such inspection is requested by Seller, or when reinspection or retest is necessitated by prior rejection.

(c) No such inspection or test including an inspection or test performed by Seller under Purchaser's Quality Assurance Supplier Program, however, shall in any way relieve Seller of its obligation to furnish all supplies, services or deliverable items in strict accordance with the terms and provisions of this order. Nor shall failure of Purchaser or its customer to inspect and accept or reject such supplies, services or items relieve Seller from such obligations or impose any liabilities on Purchaser or its customers thereof.

(d) If any of the supplies, services or other deliverable items are found at any time to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, Purchaser, in addition to any other rights which it may have under warranties or otherwise, may at its option, correct or have corrected the non-conformity at Seller's expense, or reject and return such supplies or other deliverable items at Seller's expense, such supplies or other deliverable items shall not thereafter, be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Seller fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Purchaser either (i) may by contract or otherwise replace or correct such supplies and charge to the Seller the cost occasioned the Purchaser thereby, or (ii) may terminate this contract for default, and in either event may charge Seller the costs or damages occasioned by the Purchaser thereby. Unless the Seller corrects or replaces such supplies within the delivery schedule, the Purchaser may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. To defray the cost of shipping and handling, a service charge on rejected items will be billed to Seller.

(e) Seller shall provide and maintain an inspection and process control system acceptable to Purchaser and its customers covering the goods hereunder. Records of all inspection work by Seller shall be kept complete and available to Purchaser and its customers during the performance of this order and for such longer periods as may be specified to this order. Government inspection standard has been changed from MIL-STD-105 now replaced with MIL-STD-1916 (C=0).

(f). **WARRANTY.** (a) Seller warrants to Purchaser, its successors, and assigns that all materials provided hereunder shall be (1) merchantable, (2) free from defects in material and workmanship, (3) with regard to goods designed by seller, free from defects in design, (4) suitable for the purposes intended whether expressed or reasonably implied, and (5) in compliance with all applicable specifications, drawings, and performance requirements; and that all services provided hereunder shall be (1) suitable for the purposes intended whether expressed or reasonably implied and (2) in compliance with all applicable specifications, drawings, and performance requirements. (b) If any nonconformity with this warranty appears within one (1) year after final acceptance of the materials or services, Seller shall properly correct such nonconformity at no cost to Purchaser.

9. NON-ASSIGNMENT. No right or interest in this contract shall be assigned by Seller without the written permission of the Purchaser and no delegation of any obligation owed, nor of the performance of any obligation, by Seller shall be made without the written permission of the Purchaser. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes. Purchaser may refuse to recognize notice of any assignment of payments due or to become due hereunder unless such notice is signed by Seller and specifically refers to this purchase order.

10. COMPLIANCE WITH LAWS. Seller agrees to comply with the applicable provisions of any Federal, State or local law or ordinance and all orders, rules and regulations issued thereunder. All supplies delivered under this order shall comply with applicable standards of the Occupational Safety and Health Act of 1970 ("OSHA") at the time of such delivery, and Seller shall, upon demand at any time, promptly furnish the Purchaser with data sufficient to demonstrate such compliance. If at any time it is determined that such supplies do not comply with applicable OSHA standards in effect at the time Such supplies were delivered, the Purchaser shall have all of the rights set forth in subparagraph (d) of the paragraph hereof titled "INSPECTION AND ACCEPTANCE," notwithstanding any prior inspection and acceptance of such supplies.

11. FAIR LABOR STANDARDS ACT. By acceptance of this order Seller represents that the goods to be furnished hereunder were or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended. Unless otherwise agreed in writing, Seller shall insert a certificate on all invoices submitted in connection with this order stating that the goods covered by the invoice were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, including Sections 12 (a) and 15 (a) thereof.

12. INFORMATION DISCLOSED TO PURCHASER. Any knowledge or information which the Seller shall have disclosed or may hereafter disclose to the Purchaser in connection with the purchase of the goods or services covered by this order shall not be deemed to be

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copyrighted, confidential or proprietary information, and shall be acquired free from any restrictions, or liability by Purchaser to Seller or third parties, as part of the consideration of this order. No employee of the Purchaser has authority to make any agreement, express or implied, limiting the use or publication of, or providing for confidential treatment of, information or suggestions of whatever kind received by him unless such agreement is made in writing and signed by the Purchaser's President or Vice President. The mere disclosure of information shall not be deemed to convey any right or license under any patent or copyright concerning Such information.

13. **WORK ON PURCHASER'S OR ITS CUSTOMER 'S PREMISES.** If Seller performs any work under this order on premises controlled by the Purchaser or its customer, Seller shall take all necessary precautions to prevent injury to persons or property during the progress of such work and Shall defend, indemnify and hold harmless the Purchaser or its customer, as the case may be, against all judgments, penalties, damages and losses (including all costs, fees and expenses in connection therewith or incident thereto) which may result in any way from any act or omission of the Seller, its agents, employees or subcontractors (or any allegation thereof). Seller shall provide and maintain, until the work is completed, workmen's compensation, employer's liability and public liability insurance with limits and coverage acceptable to Purchaser, and upon request of Purchaser from time to time Seller shall promptly furnish certificates or policies evidencing such coverage. Seller shall instruct its agents, employees and subcontractors to comply with all applicable safety rules and standards of the Purchaser, or its customer, as the case may be, governing work on the Purchaser's or its customer's premises and all applicable rules and standards established by OSHA regulations, and, upon Seller's receipt of written notice from the Purchaser that any of Seller's agents, employees or subcontractors have failed or refused to comply with such rules and standards, Seller shall forthwith cause such person to leave such premises.
 14. **INSOLVENCY.** If Seller ceases to conduct its operations in the normal course of business (including inability to meet its obligations as they mature), or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applied for, or an assignment for the benefit of creditors is made by the Seller, Purchaser may terminate this order without liability, except for deliveries previously made or for goods covered by this order then completed and subsequently delivered in accordance with the terms of the order.
 15. **PUBLIC RELEASE OF INFORMATION.** No public release (including, without limitation, photographs, films, announcements and denials or confirmations of the placing of this order) with respect to this order, the subject matter hereof, or any phase of any program hereunder, shall be made without the prior written approval of Purchaser.
 16. **NON WAIVER.** Failure of Purchaser to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies that Purchaser shall have and shall not be deemed a waiver of any subsequent default. No claim or right arising out of a breach of this contract can be waived, discharged or renounced in whole or in part unless such waiver, discharge or renunciation is in writing, supported by consideration and signed by the aggrieved party. The Purchaser's rights under this order are cumulative and are in addition to any other rights available at law.
 17. **TERMINATION. Notwithstanding any other article in this order, Purchaser may terminate work under this order in whole or in part at any time when it is in Purchaser's interest.** Any such termination shall be governed by, and Purchaser shall make payment for incurred costs and fee in accordance with, contract clause 52.249-1 of the Federal Acquisition Regulations (FAR) if this order is a fixed price type under \$100,000 or clause FAR 52.249-2 if this order is a fixed price type over \$100,000 or clause FAR 52.249-6, FAR Clause 52-212-4 (l) applies if this order is a cost type contract, the applicable paragraphs in effect on the date of this order being incorporated herein by reference. Any references in the foregoing FAR clauses, or in applicable portions of FAR Part 49, to the "Government" or the "Contracting Officer" shall mean Purchaser.
 18. **DISPUTES:** Any dispute arising between the Buyer and Seller in connection with This Order shall be resolved in accordance with the following:
 - A) **"ARBITRATION.** The parties shall attempt amicably to resolve all disputes relating to this order. Disputes should be settled by arbitration when the parties are not able to resolve their dispute within a reasonable time. The arbitration shall occur in Columbia, South Carolina and will be governed by the Uniform Arbitration Act, South Carolina Code Sections 15-48-10 through 15-48-240. Arbitration award is binding upon the parties and the arbitration judgment should be entered in a court of competent jurisdiction."
 - B) **"DISPUTES.** Any actions for vacating an arbitration award, for modification or correction of arbitration awards, or appeals from arbitration awards shall be adjudicated in a court of competent jurisdiction in the State of South Carolina, applying the law of the State of South Carolina, as well as, when applicable, the law of federal contracts as announced in decisions of administrative board of contract appeals and the federal courts."
1. Notwithstanding any other provisions herein, any decisions of the Contracting Officer under the Prime Contract which binds the Buyer shall also bind Seller to the extent that it relates to This Order, provided Buyer shall have notified Seller promptly of such decision, and if requested by Seller, shall have appealed the decision in accordance with the Disputes clause of the Prime Contract and taken any further actions as may be required under this clause. Certification of Seller's claim by Buyer pursuant to the Prime Contract's Disputes clause shall occur only after the execution of a hold harmless agreement by Seller.
 2. Any decision on appeal, or any other decision of the government under the Prime Contract which cannot be appealed under the Disputes clause of the Prime Contract, if binding on Buyer, shall also bind Seller to the extent that it relates to This Order, provided Buyer shall have promptly notified Seller of such decision and, if requested by Seller, shall have brought suit or filed a claim, as appropriate, against the Government. A final judgment in any such suit or final disposition of such claim shall be conclusive upon Buyer and Seller.
 3. If any appeal, suit, or claim is prosecuted by Buyer under this clause, Seller shall be permitted at Seller's expense, to participate fully in such prosecution for the purpose of protecting Seller's interest. If requested by Buyer, Seller shall prosecute any appeal, suit, or claim initiated by Buyer at Seller's request. Each party shall cooperate fully in assisting the other party in such proceedings. Buyer agrees that after Seller has commented to participate in any claim or proceeding against the Government pursuant to this

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clause, Buyer will not enter into a settlement agreement with the Government or take any other action which would prejudice Seller's rights in such claim or proceeding without Seller's consent:

4. During pendency of any dispute, decision, appeal, suit, or claim covered by the clause, Seller shall proceed diligently with performance. All costs and expenses incurred by Seller and Buyer in prosecuting any appeal, suit, or claim initiated by Buyer solely at Seller's request shall be paid by Seller; otherwise each party shall bear its allocable share of the expense. The rights and obligations of Buyer and Seller under this clause survive completion of, and final payment under, This Order.

19. **APPLICABLE LAW.** This order shall be governed in all aspects by South Carolina law, as well as, when applicable, the law of federal contracts as enunciated in decisions of administrative boards of contract appeals and the federal courts.

20. **(A) INFORMATION DISCLOSED TO SELLER.** Seller shall keep confidential all information, drawings, specifications, or data furnished by Purchaser, or prepared by Seller specifically in connection with the performance of this order and shall not divulge or use such information, drawings, specifications or data to or for the benefit of any other party. Except as required for the efficient performance of this order, Seller shall not make copies or permit copies to be made without the prior written consent of Purchaser. Seller shall thereafter make no further use, either directly or indirectly, of any such information, drawings, specifications, data, or of any derivation therefrom without obtaining Purchaser's written consent. This provision shall not apply to information in the public domain otherwise than as a result of a breach of this provision, nor shall it limit any rights the Government may have in such information. Upon completion or termination of this purchase order, Seller shall completely destroy all information and documents referred to herein, and shall certify in writing to the Purchaser that all documents were destroyed. In the alternative, Seller shall return all such documents to the Purchaser."

(B) DISPOSITION OF DRAWINGS AND SPECIFICATIONS.

(a) Documents and all information thereon that are identified as proprietary shall not be reproduced, duplicated or copied in whole or in part, disclosed or made available to any other person, firm or corporation or otherwise used except to the extent necessary for and then only in connection with the preparation and/or submission of bids or proposals related to a procurement being affected by FN Mfg. LLC or the United States Government or in connection with the manufacture of items under contract with FN Mfg. LLC or the United States Government.

(b) It is required that the Contractor must maintain the proprietary legend intact and will be required to certify to the use made and disposition of the documents. If distribution of these documents is made by the Contractor, the same requirements are imposed on any Subcontractors.

(c) Upon completion of the purposes for which these documents have been issued, the Contractor is required to destroy or have destroyed all documents bearing the proprietary legend, including all reproductions, duplications or copies thereof as may have been further distributed by the Contractor. Immediately after destruction thereof, a Certificate of Destruction will be furnished to the Buyer, which will include identification of the documents and quantity thereof, as well as the date of destruction.

(d) The Contractor's attention is specifically directed to the fact that, under an issued contract, any technical data which is restricted as to use by a proprietary legend shall not be furnished to others in connection with manufacture or procurement activities unless it is clearly and indelibly marked to restrict its use and/or reproduction and shall include the proprietary legend.

21. **TOXIC SUBSTANCES CONTROL ACT (PL 94-469).** Seller warrants that each and every chemical substance constituting or contained in the product(s) sold or otherwise transferred to purchaser under this order is on the list (in a document entitled "Candidate List of Chemical Substances." Volumes I, II, & III) of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (PL 94-469).

22. **CERTIFICATES.** Seller shall furnish to Purchaser any certificate required to be furnished by any provision of this order, including any clauses incorporated by reference herein, and any certificate required by any future law, ordinance, or regulation with respect to Seller's compliance with the terms and provisions of such laws, ordinances, or regulations. As used in this article, the word "Certificate" shall include any plan or course of action or record keeping function.

23. **SEVERABILITY.** If any provision of this order is determined by a court of competent jurisdiction or board of contract appeals to be unenforceable, such provision shall be reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of all or any part of this order shall not render invalid the remainder of this order.

24. **DEMILITARIZATION CLAUSE/SMALL ARMS WEAPONS AND PARTS, AND ACCESSORIES (CATEGORY 1 - MUNITIONS LIST) 52.2100-1 AMC FAR SUPPLEMENT.**

1. Where the items called for by contract being military items, the following provision as to the disposal of completed or partially completed parts, components, subassemblies, and end items will apply. Property (whether title to the property is in the Government or not, and including parts, components, subassemblies, and assemblies to the extent indicated below) of the type covered under contract for which the Contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of contract, but which is manufactured, fabricated, assembled, or produced in connection with the manufacture, fabrication, assembly or production of items covered by contract, and which is manufactured, fabricated, assembled or produced on the basis of or with the aid of drawings, specification, facilities, equipment, or material furnished or specified by the Government pursuant to contract, will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and the extent herein below set forth in order that such property will be unusable or non-reclaimable for its original purpose, and to preclude the possibility of reconditioning such property to make it saleable as implements of war:

a. All non-automatic, semiautomatic, and automatic guns and other weapons up to and including 50 caliber; shotguns, shoulder

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fired grenade launchers; recoilless rifles up to and including 106mm, mortars up to and including 81mm; rocket launchers man portable; individually operated weapons which are portable and/or can be fired without special mounts or firing devices and which have potential use in civil disturbances and are vulnerable to theft; pyrotechnic pistols and other ground signal projectors; component parts for the aforementioned items; accessories, i.e. silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, bayonets and gun mounts (including bipods and tripods); and trench knives, hunting and survival knives, switch blade knives and brass knuckles.

- b. Key points to be demilitarized; entire items and parts thereto (except wooden stocks, leather products and nonmetallic material, which may be disposed of without demilitarization).
- c. Method and degree of demilitarization.
 - 1. For items listed in paragraph (a) above (except accessories, trench knives, hunting and survival knives, switch blade knives and brass knuckles), the preferred (normal) method of demilitarization under local expanded demilitarization procedures is by torch cutting utilizing a cutting tip that displaces at least 1/2 inch of metal. All cuts will be made in accordance with instructions applicable to the items being demilitarized. Shearing, crushing, deep water dumping or melting may be utilized when such methods of demilitarization are deemed more cost effective and/or practicable and are authorized by appropriate authority.
 - a. Receivers will be demilitarized by torch cutting in a minimum of two places utilizing a cutting tip that displaced at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.
 - b. Bolts and barrels will be demilitarized by torch cutting in a minimum or two places utilizing a cutting tip that displaces at least 1/2 inch of metal or crushed to the extent necessary to preclude restoration to a usable condition.
 - c. Other metallic parts, including M2 conversion kits will be mutilated by crushing, cutting or melting.
 - 2. Machine guns will be demilitarized by torch cutting utilizing a cutting tip that displaced at least 1/2 inch of metal or shearing the receiver in a minimum of two places or by crushing in a hydraulic or similar type press. The barrel will be torch cut, sheared or crushed in the chamber area and in two or more places to the extent necessary to prevent reconstitution. If the shearing or crushing method is used, the trunnion block and side frame must be completely cut through, broken, or distorted to preclude reconstruction.
 - 3. Magazines will be demilitarized by cutting, shearing or crushing. Clips for 5.56MM and 7.62MM rifles and .30 cal. Carbine and M1 rifle do not require demilitarization.
 - 4. Accessories i.e. silencers and mufflers, rifle grenade launchers, riflescopes and all types of telescopic and optical sights including those designed for night sighting and viewing, bayonets, gun mounts (including bipods and tripods); and trench knives, hunting and survival knives, switch blade knives and brass knuckles will be demilitarized by breaking, crushing or cutting in a manner which precludes restoration to a usable condition in accordance with instructions applicable to the items being demilitarized.
- 2. The contractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor other than as scrap.
- 3. Upon completion of production under this contract, the Contractor shall certify to the Administrative Contracting Officer that demilitarization, as prescribed above, has been accomplished.
- 4. The Contractor further agrees that it will include the aforesaid provisions in any subcontracts for the aforesaid items.
- 5. The Contractor further agrees that it will maintain written records of demilitarization and provide said records to FN Mfg. LLC and/or Administrative Contracting Officer upon request.

25. **FAR AND DFARS CLAUSES:** The following clauses, as modified herein, contained in the FAR and DFARS are incorporated herein by reference and made a part hereof:

All Orders

1. Definitions	52.202.1	(Jul 2004)
2. Gratuities	52.203-3	(April 1984)
3. Covenant Against Contingent Fees	52.203-5	(April 1984)
4. Price of Fee Adjustment for Illegal or Improper Activity	52.203-10	(Jan 1997)
5. Security Requirement (Exclude all references to Changes Clause)	52.204-2	(Aug 1996)
6. Reserved	52.208-1	
7. Required Sources for Helium and Helium Usage Data	52.208-8	(Apr 2002)
8. Material Requirements	52.211-5	(Aug 2000)
9. Notice of Priority Rating for National Defense Use (See PO for Fill-Ins)	52.211-14	(Sep 1990)
10. Defense Priority and Allocation Requirements	52.211-15	(Sep 1990)
11. Notice to Government of Labor Disputes	52.222-1	(Feb 1997)
12. Prohibition of Segregated Facilities	52.222-21	(Feb 1999)
13. Affirmative Action Compliance	52.222-25	(Apr 1984)

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14. Equal Opportunity	52.222-26	(Mar 2007)
15. Hazardous Material Identification and Material Safety Data	52.223-3	(Jan 1997)
16. Recovered Material Certification	52.223-4	(Oct 1997)
17. Pollution Prevention and Right-to-Know Information	52.223-5	(Aug 2003)
18. Drug-Free Workplace	52.223-6	(May 2001)
19. Notice of Radioactive Materials	52.223-7	(Jan 1997)
20. Ozone-Depleting Substances	52.223-11	(May 2001)
21. Privacy Act	52.224-2	(Apr 1984)
22. Buy American Act – Supplies	52.225-1	(Jun 2003)
23. Buy American Act – Certificate	52.225-2	(Jun 2003)
24. Buy American Act – Free Trade Agreements – Israeli Trade Act	52.225-3	(Aug 2007)
25. Buy American Act – Free Trade Agreement – Israeli Trade Act Certificate	52.225-4	(Aug 2007)
26. Trade Agreements	52.225-5	(Aug 2007)
27. Trade Agreements Certificate	52.225-6	(Jan 2005)
28. Duty-Free Entry	52.225-8	(Feb 2000)
29. Restrictions on Certain Foreign Purchases	52.225-13	(Feb 2006)
30. Authorization and Consent	52.227-1	(Jul 1995)
31. Refund of Royalties	52.227-9	(Apr 1984)
32. Filing of Patent Applications-Classified Subject Matter	52.227-10	(Apr 1984)
33. Patent Rights—Retention by the Contractor (Short Form)	52.227-11	(Jun 1997)
34. Patent Rights—Retention by the Contractor (Long Form)	52.227-12	(Jan 1997)
35. Patent Rights—Acquisition by the Government	52.227-13	(Jan 1997)
36. Rights in Data—General	52.227-14	(Jun 1987)
37. Taxes – Foreign Fixed-Price Contracts	52.229-6	(Jun 2003)
38. Taxes –Fixed-Price Contracts with Foreign Governments	52.229-7	(Jan 1991)
39. Interest	52.232-17	(Jun 1996)
40. Industrial Resources Developed Under Defense Production Act Title III	52.234-1	(Dec 1994)
41. Accident Prevention	52.236-13	(Nov 1991)
42. Stop-Work Order	52.242-15	(Aug 1989)
43. Government Delay of Work	52.242-17	(Apr 1984)
44. Changes—Fixed Price	52.243-1	(Aug 1987)
45. Subcontracts	52.244-2	(Jun 2007)
46. Subcontracts for Commercial Items	52.244-6	(Mar 2007)
49. Limitation of Liability	52.246-23	(Feb 1997)
50. Preference for U.S. Flag Air Carriers	52.247-63	(Jun 2003)
51. Termination for Convenience of the Government (Fixed Price)	52.249-2	(May 2004)
52. Default (Fixed-Price Supply and Service)	52.249-8	(Apr 1984)
53. Solicitation Provisions Incorporated by Reference	52.252-1	(Feb 1998)
54. Disclosure of Information.	252.204-7000	(Dec 1991)
55. Intent to Furnish Precious Metals as Government Furnished Materials	225.208-7000	(Dec 1991)
56. Changes	252.217-7003	(Dec 1991)
57. Restrictions on Employment of Personnel	252.222-7000	(Mar 2000)
58. Safety Precautions for Ammunition and Explosives	252.223-7002	(May 1994)
59. Safeguarding Sensitive Conventional, Arms, Ammunition, and Explosives	252.223-7007	(Sep 1999)
60. Buy American Act – Balance of Payments Program Certificate	252.225-7000	(Jun 2005)
61. Buy American Act and Balance of Payments Program	252.225-7001	(Jun 2005)
62. Qualifying Country Sources as Subcontractors	252.225-7002	(Apr 2003)
63. Identification of Expenditures in the United States	252.225-7005	(Jun 2005)
64. Preference for Certain Domestic Commodities	252.225-7012	(Jan 2007)
65. Preference for Domestic Specialty Metal (Alternative I)	252.225-7014	(Jun 2005)
66. Restriction on Acquisition of Ball and Roller Bearings	252.225-7016	(Mar 2006)
67. Trade Agreements	252.225-7021	(Mar 2007)
68. Restriction on Acquisition of Forgings.	252.225-7025	(Jul 2006)
69. Buy American Act –Free Trade Agreements – Balance of Payments Program Certificate	252.225-7035	(Oct 2006)
70. Buy American Act – Free Trade Agreements – Balance of Payments Program	252.225-7036	(Mar 2007)
71. Evaluations of Offers for Air Circuit Breaker	252.225-7037	(Jun 2005)
72. Rights in Technical Data-Noncommercial Items	252.227-7013	(Nov 1995)
73. Rights in Noncommercial Computer Software and Documentation	252.227-7014	(Jun 1995)
74. Technical Data - Commercial Items	252.227-7015	(Nov 1995)
75. Rights in Bid or Proposal Information	252.227-7016	(Jun 1995)
76. Identification and Assertion of Use, Release, or Disclosure Restrictions	252.227-7017	(Jun 1995)
77. Validation of Asserted Restrictions - Computer Software	252.227-7019	(Jun 1995)
78. Limitations of the Use of Disclosure of Government-Furnished Information Marked with Restricted Legends	252.227-7025	(Jun 1995)
79. Deferred Delivery of Technical Data or Computer Software	252.227-7026	(Apr 1988)
80. Deferred Ordering of Technical Data or Computer Software	252.227-7027	(Apr 1988)
81. Technical Data or Computer Software Previously Delivered to the Government	252.227-7028	(Jun 1995)
82. Technical Data-Withholding of Payment	252.227-7030	(Mar 2000)

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83. Validation of Restrictive Markings of Technical Data	252.227-7037	(Sep 1999)
84. Indemnification Under 10 U.S.C. 2354--Fixed Price	252.235-7000	(Dec 1991)
85. Frequency Authorization	252.235-7003	(Dec 1991)
86. Pricing of Contract Modifications	252.243-7001	(Dec 1991)
87. Material Inspection and Receiving Report	252.246-7000	(Mar 2003)
88. Warranty of Data	252.246-7001	(Dec 1991)
89. Notification of Anticipated Contract Termination or Reduction	252.249-7002	(Dec 2006)

All Orders \$10,000 or Above

90. Walsh-Healey Public Contracts Act	52.222-20	(Dec 1996)
91. Previous Contracts and Compliance Reports	52.222-22	(Feb 1999)
92. Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	52.222-35	(Sep 2006)
93. Affirmative Action for Workers with Disabilities	52.222-36	(Jun 1998)
94. Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	52.222-37	(Sep 2006)

All Orders of \$25,000 or Above

95. Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	52.209-6	(Sep 2006)
96. Child Labor-Cooperation with Authorities and Remedies	52.222-19	(Aug 2007)

All Orders of \$50,000 or Above

97. Affirmative Action Compliance	52.222-25	(Apr 1984)
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All Orders of \$100,000 or Above

98. Restriction of Subcontractor Sales to the Government	52.203-6	(Sep 2006)
99. Anti-Kickback Procedures (except Subparagraph (c)(1))	52.203-7	(Jul 1995)
100. Limitation of Payments to Influence Certain Federal Transactions	52.203-12	(Sep 2007)
101. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	52.203-11	(Sep 2007)
102. Audit and Records - Negotiations	52.215-2	(Jun 1999)
103. Integrity of Unit Prices	52.215-14	(Oct 1997)
104. Utilization of Small Business Concerns	52.219-8	(May 2004)
105. Contract Work Hours and Safety Standards Act-Overtime Compensation	52.222-4	(Jul 2006)
106. Certificate of Toxic Chemical Release Reporting	52.223-13	(Aug 2003)
107. Toxic Chemical Release Reporting	52.223-14	(Aug 2003)
108. Notice and Assistance Regarding Patent and Copyright Infringement	52.227-2	(Aug 1996)
109. Prohibition on Persons Convicted of Fraud or Other Defense Contract Related Felonies	252.203-7001	(Dec 2004)
110. Representation of Extent of Transportation by Sea	252.247-7022	(Aug 1992)
111. Transportation of Supplies by Sea	252.247-7023	(May 2002)
112. Notification of Transportation of Supplies by Sea	252.247-7024	(Mar 2000)

All Orders of \$500,000 or Above

113. Audit and Records--Sealed Bidding	52.214-26	(Oct 1997)
114. Price Reduction for Defective Cost or Pricing Data--Modifications--Sealed Bidding	52.214-27	(Oct 1997)
115. Subcontractor Cost or Pricing Data--Modifications--Sealed Bidding	52.214-28	(Oct 1997)
116. Price Reduction for Defective Cost or Pricing Data	52.215-10	(Oct 1997)*
117. Price Reduction for Defective Cost or Pricing Data--Modifications	52.215-11	(Oct 1997)*
118. Subcontractor Cost or Pricing Data	52.215-12	(Oct 1997)*
119. Subcontractor Cost or Pricing Data--Modifications	52.215-13	(Oct 1997)*
120. Pension Adjustments and Asset Reversions.	52.215-15	(Oct 2004)
121. Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB)	52.215-18	(Jul 2005)
122. Notification of Ownership Changes	52.215-19	(Oct 1997)
123. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.	52.215-20	(Oct 1997)*
124. Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	52.215-21	(Oct 1997)*
125. Small Business Subcontracting Plan	52.219-9	(Sep 2007)

FN Manufacturing LLC ,

FIXED PRICE TERMS FOR GOVERNMENT CONTRACTING (Oct. 2007)

126. Pre-award On-Site Equal Opportunity Compliance Evaluation (\$10 million)	52.222-24	(Feb 1999)
127. Utilization of Indian Organizations and Indian-Owned Economic Enterprises	52.226-1	(Jun 2000)
128. Acquisition Streamlining (over \$1 million)	252.211-7000	(Dec 1991)
129. Pricing Adjustments	252.215-7000	(Dec 1991)
130. Small, Small Disadvantaged and Women-Owned Business Subcontracting Plan (DOD Contracts)	252.219-7003	(Apr 2007)
131. Waiver of United Kingdom Levies	252.225-7032	(Apr 2003)
132. Report of Intended Performance Outside the United States	252.225-7003	(Dec 2006)
133. Reporting of Contract Performance Outside the United States	252.225-7004	(May 2007)

* Previous version of the clause maybe applicable, if the prime contract was issued prior to October 1997.

137. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA: If Buyer requires Seller to execute and furnish a "Certificate of Current Cost or Pricing Data" as set forth in FAR 15.406-2, the following shall apply:

If the Contracting Officer of the Government Prime Contract determines that any price, including profit or fee, negotiated in connection with the Government's Prime Contract with Buyer, or that any cost reimbursable under such Government Prime Contract or any change or modification thereto was increased by any significant sums because Subcontractor or any of his lower-tier subcontractors furnished any data which was not accurate as submitted or any cost or pricing data which was not current, accurate and complete as required by Buyer or certified to by Subcontractor or his lower-tier subcontractors. Seller agrees to indemnify the Buyer in the amount that any cost or price is reduced to Buyer and further agrees that the price or cost of this subcontract shall be reduced accordingly and the subcontract shall be modified in writing as may be necessary to reflect such reduction. Seller will be responsible for any fines or penalties assessed against buyer as a result of such cost or pricing data.

Cost Account/Cost Standards

If sub-contractor is subject to cost accounting standards, the P-200A supplement applies to this order.

*Note: Anti-kickback Enforcement Act of 1986 as referenced in FAR 52.203-7 is hereby incorporated into this purchase order or request for quotation as a condition of acceptance. If you have reasonable grounds to believe that a violation, as described in paragraph (B) of FAR 52.203-7, may have occurred, you should report this suspected violation to the Director of Human Resources, (803) 736-0522 Extension 310, of FN Mfg. L.L.C. Your report will be held in complete anonymity.

Page: 1

5.9.2 Purchase Orders by Supplier Rpt
FNM MILITARY DIVISION

Date: 3/28/08
Time: 16:31:21

Purchase Order: POM63793
Order Date: 07/25/07
Credit Terms: IMMED
Buyer: GARDNER
Close Date:
Blanket Order:
lynsey@advanced-armament.com

Supplier: 10004799
Name: Advanced Armament Corp.
Telephone: 770-925-9988
Contact: Lynsey Thompson
E-mail:

Ship-To: FNO1
Name: FNM MILITARY DIVISION
Telephone: 803-736-0522
Revision: 5
Currency: USD
Exch Rate: 1.00000

Ln Req	Item Number	UM	Qty Ordered	Qty Open	Purchase Cost	Disc%	Ext Cost Due	WD ID	Per form	St
3	3181380040 HIDER, FLASH	EA			70.00	0.00%		11/01/07	11/01/07	
4	3181380040 HIDER, FLASH	EA	1		70.00	0.00%		12/03/07	12/03/07	
5	3181380040 HIDER, FLASH	EA			70.00	0.00%		01/02/08	01/02/08	
6	3181380040 HIDER, FLASH	EA			70.00	0.00%		11/01/07	11/01/07	
7	3181380040 HIDER, FLASH	EA			70.00	0.00%		12/03/07	12/03/07	
8	3181380040 HIDER, FLASH	EA			70.00	0.00%		01/02/08	01/02/08	
10	3181380040 HIDER, FLASH	EA			70.00	0.00%		03/07/08	03/07/08	
11	3181380040 HIDER, FLASH	EA			86.00	0.00%		03/02/08	03/02/08	

Base Total:

Supplier Total:

REDACTED

Lynsey,

PLEASE ACKNOWLEDGE ACCEPTANCE OF PURCHASE ORDER 63793 REV 5
UNLESS OTHERWISE NOTED. THIS CHANGE IS EFFECTIVE 3/28/08

THIS COPY MUST BE SIGNED AND RETURNED TO BUYER.

ACKNOWLEDGE BY: [Signature] DATE 3/28/08

SIGN AND RETURN FAX TO 803-736-6879.

Thanks Jason

Exhibit B

Page 1 of 2

Page: 1

S.P.2 Purchase Orders by Supplier Rpt
FNM MILITARY DIVISION

Date: 3/28/08
Time: 15:28:52

Purchase Order: pom63792
Order Date: 07/25/07
Credit Terms: IMMED
Buyer: GHall
Close Date:
Blanket Order:

Supplier: 10004799
Name: Advanced Armament Corp.
Telephone: 770-925-9988 7
Contact: Lynsey Thompson
Status:
Rel: 0

Ship-To: FNO1
Name: FNM MILITARY DIVISION
Telephone: 803-736-0522
Revision: 4
Currency: USD C1
Exch Rate: 1.00000

lynsey@advanced-armament.com

Ln	Req	Item Number	UM	Qty Ordered	Qty Open	Purchase Cost	Disc%	Ext Cost base	WO ID	Per Form	St
7		3141380040 HIDER, FLASH	EA				0.00%		07/02/08	07/02/08	
8		3141380040 HIDER, FLASH	EA				0.00%		11/01/07	11/01/07	
9		3141380040 HIDER, FLASH	EA				0.00%		05/16/08	05/16/08	

Base Total:

Supplier Total:

REDACTED

Lynsey

PLEASE ACKNOWLEDGE ACCEPTANCE OF PURCHASE ORDER
UNLESS OTHERWISE NOTED, THIS CHANGE IS EFFECTIVE

63792 REV 4
3/28/08

THIS COPY MUST BE SIGNED AND RETURNED TO BUYER.

ACKNOWLEDGE BY: *Lynsey Thompson* DATE 3/28/08

SIGN AND RETURN FAX TO 803-736-6879.

Thanks Jason

Lynsey Thompson

From: Frank Spaniel [franksp@fnmfg.com]
Sent: Tuesday, April 22, 2008 9:04 AM
To: Lynsey Thompson (E-mail)
Cc: Kevin Brittingham (E-mail); Michael Smith (E-mail); Marvin Memmert
Subject: LRIP Sound Suppressors

Lynsey,

Please ship the following additional quantities of suppressors:

5.56 SCAR-SD Qty=
7.62 SCAR-H SD Qty=

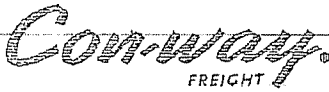
REDACTED

REDACTED

Regards,
Frank

Frank
Spaniel
fnmfg.com
408-833-1111

Exhibit C
Page 1 of 1



STRAIGHT BILL OF LADING

ISO-9001 & 14001

DRIVER PLEASE NOTE

IF SINGLE SHIPMENT
CHECK BOX BELOW

SHIPPER
PLEASE NOTE

FREIGHT CHARGES ARE PREPAID UNLESS MARKED COLLECT

COLLECT

Reminder: Print/Affix Pro Labels To Your Shipment

ORIGINAL - NOT NEGOTIABLE

Page 1 of 1



Motor
Move

Dest SIC: NCO

DATE 5/21/08	P.O. NO. 63800 & 63801	SHIPPER NO.
CUSTOMER'S SPECIAL REFERENCE NUMBER		

Con-way PRO#: 136-649122

SHIPPER (FROM) Advanced Armament Corp. Lynsey Thompson		CONSIGNEE (TO) FN Manufacturing LLC Frank Spaniel			
STREET 1434 Hillcrest Road		STREET 797 Old Clemson Road			
CITY, STATE/PROVINCE, ZIP/POSTAL CODE Norcross, GA 30093 (US)		CITY, STATE/PROVINCE, ZIP/POSTAL CODE Columbia, SC 29229-4203 (US)			
(TELEPHONE) (770) 925-9988		(TELEPHONE) (803) 736-0522			
BILL TO		CUSTOMS BROKER			
STREET		STREET			
CITY, STATE/PROVINCE, ZIP/POSTAL CODE (TELEPHONE)		CITY, STATE/PROVINCE, ZIP/POSTAL CODE (TELEPHONE)			
ACCOUNT CODE		<input type="checkbox"/> Con-way GUARANTEED			
NUMBER SHIPPERS UNITS	HM	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS (SUBJECT TO INSPECTION AND CORRECTION)	NMFC NO.	CLASS OR DENSITY OF ARTICLES	WEIGHT (Subject to Correction) x lb kg
2		PLT(s) of Sporting goods parts			
		EMERGENCY CONTACT (770)925-9988 Ext.7 Lynsey Thompson			
					REDACTED
COD AMOUNT: \$ _____		COD <input type="checkbox"/> Prepaid Fee: <input type="checkbox"/> Collect		REMIT COD TO	
<input type="checkbox"/> U.S. <input type="checkbox"/> Canadian		ADDRESS		CITY STATE/PROVINCE ZIP/POSTAL CODE	
NOTE: Consignee's company check made payable to the Shipper will be accepted by Con-way and forwarded to shipper unless otherwise directed to do so by the shipper.					

Notice: Unless the Shipper completes the requirements as provided below, Carrier's liability shall be limited as stated herein and in Tariff CNWY-199, which may be obtained by request. Carrier shall in no event be liable for loss of profit, income, interest, attorney fees, or any special, incidental or consequential damages. Where the rate or NMFC classification is dependent on value, shippers are required to state specifically in writing the declared value of the property. For this purpose the declared value of the property is hereby specifically stated by the Shipper to be not exceeding \$ _____ Also, paragraph number 2 on the reverse side of this Bill of Lading sets forth proposed value terms and conditions.

Carrier liability with shipment originating within the United States: Unless the Shipper declares excess value on the Bill of Lading below, requests excess liability coverage and pays an additional charge, Carrier's maximum liability is \$25.00 per pound per individual lost or damaged piece within the shipment, subject to \$150,000.00 maximum total liability per shipment, and provided further that Carrier's liability on articles other than new articles, including but not limited to used, remanufactured or refurbished articles, shall not exceed ten cents (5.1b) per pound per individual lost or damaged piece within the shipment. And, provided further, that Carrier's liability on household goods and personal effects shall not exceed ten cents (\$10) per pound per individual lost or damaged piece within the shipment. For this purpose the declared value of the property is hereby specifically stated by the Shipper to be \$ _____ and Shipper agrees to pay an additional charge for excess liability coverage. Total declared value may not exceed \$650,000.00 per shipment.

Carrier liability with shipment originating within Canada: Unless the Shipper agrees to a Special Agreement, declares the value in the box below and agrees to pay the excess liability charge by initiating where indicated, Carrier's maximum liability is CAN\$2.00 per pound (CAN\$4.41 per kilogram) per individual lost or damaged piece within the shipment, subject to a maximum total liability per shipment of CAN\$20,000.00, and provided further that Carrier's liability on articles other than new articles, including but not limited to used, remanufactured or refurbished articles, shall not exceed ten cents (\$10) (CAN) per pound per individual lost or damaged piece within the shipment. And, provided further, that Carrier's liability on household goods and personal effects shall not exceed ten cents (\$10) (CAN) per pound per individual lost or damaged piece within the shipment.

SPECIAL AGREEMENT: Declared Value: CAN \$ _____ per pound. (Declared value may not exceed CAN \$100,000.00 per shipment.)
Shipper agrees to pay excess liability charge: _____ (Shipper's Initials)

Shipper Certification: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are properly classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable governmental laws and regulations as well as Carrier's tariffs and NMFC classifications.

Shipment Received: The shipment is received subject to Tariff CNWY-100, Carrier's pricing schedules, terms, conditions and rules maintained at Carrier's general offices in effect on the date of issue of this Bill of Lading, as well as the National Motor Freight Classifications (NMFC), the Hazardous Materials Transportation Regulations (Title 49 - CFR, Subtitle B, Chapter 1, Sub Chapter A-C), and the Household Goods Mileage Guide (HIGB 105 Series), for shipments originating in the United States; and the Canadian Motor Vehicle Transport Act, the Transportation of Dangerous Goods Act, and the regulations in force in the provincial jurisdiction at the time and place of the shipment for shipments originating in Canada. The property described on this Bill of Lading is in apparent good order, but only to the extent that it is unconcealed and visible without further inspection and except as noted or marked. The property is consigned and destined as indicated above. This word Carrier is defined throughout this contract as meaning any person or corporation in possession of the property under this contract. Carrier agrees to carry the property to its destination, if on its route, otherwise to deliver to another Carrier on the route to said destination. In the event the markings are indicated on the Bill of Lading stating that the shipment is to be billed as PPD or COL, all shipments will be billed as PPD. It is mutually agreed as to each Carrier of or any of said property, over all or any portion of said route to the destination and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all of this Bill of Lading's terms and conditions in effect on the date of shipment, including, but not limited to, the "Terms and Conditions" listed on the back side of this Bill of Lading.

SHIPPER Advanced Armament Corp.	CARRIER <input checked="" type="checkbox"/> CON-WAY FREIGHT INC. <input type="checkbox"/> CON-WAY FREIGHT-CANADA INC.
AUTHORIZED SIGNATURE Lynsey Thompson	AUTHORIZED SIGNATURE
	DATE 5-21-08

04032-00 (2/07) Litho U.S.A.

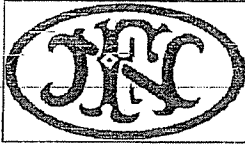
(CNWY)

NUMBER OF UNITS RECEIVED &

Exhibit 0

Page 1 of 1

FN MANUFACTURING, LLC
 Post Office Box 24257
 COLUMBIA, SC. 29224
 Tel #: 803-736-0522



Request for Military Quotation
 RFQ # M060908-3
 From: Marvin Memmert
 Date: 6/9/2008

Supplier: Advanced Armaments
 ATTN: Lynsey Thompson

Please respond before: Due 6/11/2008
 QUOTE TO BE VALID 180 DAYS

Valued Supplier,

FN Manufacturing is pleased to offer your company the opportunity to quote component parts in support of a spare parts contract with the U.S. government. See page No. 2. (Optional page)

Please review the items below and attached. PURCHASING FORMS LOCATED AT WEBLINK:

<http://www.fnmfg.com/purchasing/supplierforms.htm>

- Include and separate tooling cost and any other cost associated with the production process.
- Supply individual lead times for production parts.
- PACKAGING MUST BE ADEQUATE TO INSURE NO DAMAGE IN TRANSIT & INCLUDED IN THE QUOTE. SEE PR120C-ATT3
- State any exceptions and conditions.
- List any discount and payment terms.
- Drawing and QAPS included if required.
- Certification per (MIL-W-63150 ref. in original contracts only): Mil-Std 105 now replaced with MIL-1916 (C=0).
- Form P200, "Terms and Conditions" are hereby incorporated. LOCATED AT WEBLINK:

<http://www.fnmfg.com/purchasing/supplierforms.htm>

-Supplier QA Manual is required.

-Form PR210, "Supplemental Provisions" apply.

-FNMI will not furnish gaging on this order; however, gage drawings may be available for supplier.

-Material purchased "Less Finish" must be preserved prior to shipment.

-Any resultant purchase order will be a "Firm Fixed Price" contract.

-First Article may be required on any new production.

****NOTE: PULL MIL-STD-1916 DTD 1 APRIL 96 & MIL-W-13855D(AR) DTD 9 FEB 95****

YOU CAN PULL THESE ITEMS FROM THE FOLLOWING WEB LINK:

<http://stinet.dtic.mil>

or

<http://www.dodssp.daps.mil/>

Part number	DESCRIPTION	REV	QTY	PRICE	LEAD TIME
3189252030	H Suppressor				
3189252030	H Suppressor				
3189252030	H Suppressor				
3189252030	H Suppressor				
3189252030	H Suppressor				
3189252030	H Suppressor				

REDACTED

PARTS WITH A "V" ARE LESS FINISH

PLEASE REMEMBER TO QUOTE LEAD TIME, FIRST ARTICLE, TOOLING and any NRE that is needed

Confidentially/Proprietary:

ALL SPECIFICATIONS AND DOCUMENTS SENT WITH THIS REQUEST FOR QUOTATION CONTAINS INFORMATION PROPRIETARY TO FN MANUFACTURING LLC. ANY USE, REPRINTING, ASSIGNMENT OR DISCLOSURE IN WHOLE OR IN PART IS SUBJECT TO THE PRIOR WRITTEN CONSENT OF FN MANUFACTURING, LLC., COLUMBIA, SC. USA 29224. ALL SPECIFICATIONS AND DOCUMENTS SENT WITH THIS REQUEST FOR QUOTATION NEED TO BE DESTROYED OR RETURNED TO FNM, LLC. UPON COMPLETION OF YOUR COMPANY'S REVIEW/RESPONSE PROCESS.

This Request for Quotation consists of this page, any continuation of pages and provisions of purchase order. (Form P-200) This RFQ is issued to support a defense contract and is subject to all requirements of the Defense Priorities and Allocation Systems (DPAS), as set forth in 15 C.R.F., part 700, and all amendments and supplements thereof. It is mandatory that your subcontractors (first, second or subsequent tier) use the rating program identification number when placing purchase orders for production materials to be used for this order. MISUSE OF THIS NUMBER IS PROHIBITED. Charges for special tooling (including drawings) and maintenance by supplier during the duration of contract must be made separately, based on full ownership by FN Mfg. LLC.

QUOTE TO BE VALID, YOUR QUOTATION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY:

Marvin J. Memmert
 (PRINT NAME)

Business Unit Manager
 (TITLE)

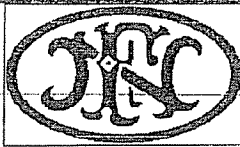
9-Jun-08
 (DATE)

Exhibit E

(SIGNATURE)

Page 1 of 6

FN MANUFACTURING, LLC
 Post Office Box 24257
 COLUMBIA, SC 29224
 Tel #: 803-736-0522



Request for Military Quotation
 RFQ # M060908
 From: Marvin Memmert
 Date: 6/9/2008

Supplier: Advanced Armaments
 ATTN: Lynsey Thompson

Please respond before: Due 6/11/2008
 QUOTE TO BE VALID 180 DAYS

Valued Supplier,

FN Manufacturing is pleased to offer your company the opportunity to quote component parts in support of a spare parts contract with the U.S. government. See page No. 2. (Optional page)

Please review the items below and attached. PURCHASING FORMS LOCATED AT WEBLINK:
<http://www.fnmfg.com/purchasing/supplierforms.htm>

- Include and separate tooling cost and any other cost associated with the production process.
- Supply individual lead times for production parts.
- PACKAGING MUST BE ADEQUATE TO INSURE NO DAMAGE IN TRANSIT & INCLUDED IN THE QUOTE. SEE PR120C-ATT3
- State any exceptions and conditions.
- List any discount and payment terms.
- Drawing and QAPS included if required.
- Certification per (MIL-W-63150 ref. in original contracts only): Mil-Std 105 now replaced with MIL-1916 (C=0).
- Form P200, "Terms and Conditions" are hereby incorporated. LOCATED AT WEBLINK:
<http://www.fnmfg.com/purchasing/supplierforms.htm>
- Supplier QA Manual is required.
- Form PR210, "Supplemental Provisions" apply.
- FNMI will not furnish gaging on this order; however, gage drawings may be available for supplier.
- Material purchased "Less Finish" must be preserved prior to shipment.
- Any resultant purchase order will be a "Firm Fixed Price" contract.
- First Article may be required on any new production.

****NOTE: PULL MIL-STD-1916 DTD 1 APRIL 96 & MIL-W-13855D(AR) DTD 9 FEB 95****

YOU CAN PULL THESE ITEMS FROM THE FOLLOWING WEB LINK:

<http://stinet.dtic.mil>

or

<http://www.dodssp.daps.mil/>

Part number	DESCRIPTION	REV	QTY	PRICE	LEAD TIME
3141380040	L Flash Hider				
3141380040	L Flash Hider				
3141380040	L Flash Hider				
3141380040	L Flash Hider				
3141380040	L Flash Hider				
3141380040	L Flash Hider				

REDACTED

PARTS WITH A "V" ARE LESS FINISH

PLEASE REMEMBER TO QUOTE LEAD TIME, FIRST ARTICLE, TOOLING and any NRE that is needed

-Confidentially/Proprietary:

ALL SPECIFICATIONS AND DOCUMENTS SENT WITH THIS REQUEST FOR QUOTATION CONTAINS INFORMATION PROPRIETARY TO FN MANUFACTURING LLC. ANY USE, REPRINTING, ASSIGNMENT OR DISCLOSURE IN WHOLE OR IN PART IS SUBJECT TO THE PRIOR WRITTEN CONSENT OF FN MANUFACTURING, LLC., COLUMBIA, SC, USA 29224. ALL SPECIFICATIONS AND DOCUMENTS SENT WITH THIS REQUEST FOR QUOTATION NEED TO BE DESTROYED OR RETURNED TO FNM, LLC. UPON COMPLETION OF YOUR COMPANY'S REVIEW/RESPONSE PROCESS.

This Request for Quotation consists of this page, any continuation of pages and provisions of purchase order.(Form P-200) This RFQ is issued to support a defense contract and is subject to all requirements of the Defense Priorities and Allocation Systems (DPAS), as set forth in 15 C.R.F., part 700, and all amendments and supplements thereof. It is mandatory that your subcontractors (first, second or subsequent tier) use the rating program identification number when placing purchase orders for production materials to be used for this order. MISUSE OF THIS NUMBER IS PROHIBITED. Charges for special tooling (including drawings) and maintenance by supplier during the duration of contract must be made separately, based on full ownership by FN Mfg. LLC.

TO BE VALID, YOUR QUOTATION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY:

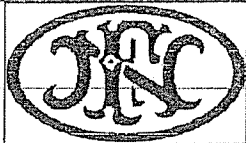
Marvin J. Memmert
 (PRINT NAME)

Business Unit Manager
 (TITLE)

9-Jun-08
 (DATE)

Exhibit E
 (SIGNATURE)
 Page 3 of 6

FN MANUFACTURING, LLC
 Post Office Box 24257
 COLUMBIA, SC-29224
 Tel #: 803-736-0522



Request for Military Quotation
 RFQ # M060908-1
 From: Marvin Memmert
 Date: 6/9/2008

Supplier: Advanced Armaments
 ATTN: Lynsey Thompson

Please respond before: Due 6/11/2008
QUOTE TO BE VALID 180 DAYS

Valued Supplier,

FN Manufacturing is pleased to offer your company the opportunity to quote component parts in support of a spare parts contract with the U.S. government. See page No. 2. (Optional page)

Please review the items below and attached. PURCHASING FORMS LOCATED AT WEBLINK:
<http://www.fnmfg.com/purchasing/supplierforms.htm>

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 Supply individual lead times for production parts.

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State any exceptions and conditions.

List any discount and payment terms.

Drawing and QAPS included if required.

Certification per (MIL-W-63150 ref. in original contracts only): Mil-Std 105 now replaced with MIL-1916 (C=0).

Form P200, "Terms and Conditions" are hereby incorporated. LOCATED AT WEBLINK:
<http://www.fnmfg.com/purchasing/supplierforms.htm>

Supplier QA Manual is required
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FNMI will not furnish gaging on this order; however, gage drawings may be available for supplier.

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Any resultant purchase order will be a "Firm Fixed Price" contract.

First Article may be required on any new production.

****NOTE: PULL MIL-STD-1916 DTD 1 APRIL 96 & MIL-W-13855D(AR) DTD 9 FEB 95****

YOU CAN PULL THESE ITEMS FROM THE FOLLOWING WEB LINK:

<http://stinet.dtic.mil>

or

<http://www.dodssp.daps.mil/>

Part number	DESCRIPTION	REV	QTY	PRICE	LEAD TIME
3181380040	H Flash Hider				
3181380040	H Flash Hider				
3181380040	H Flash Hider				
3181380040	H Flash Hider				
3181380040	H Flash Hider				
3181380040	H Flash Hider				

REDACTED

PARTS WITH A "V" ARE LESS FINISH

PLEASE REMEMBER TO QUOTE LEAD TIME, FIRST ARTICLE, TOOLING and any NRE that is needed

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TO BE VALID, YOUR QUOTATION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY:

Marvin J. Memmert
 (PRINT NAME)
 9-Jun-08
 (DATE)

Business Unit Manager
 (TITLE)
 Exhibit E
 (SIGNATURE)
S of Co

(770) 925-9988
14 HILLCREST RD
NORCROSS GA 30093

1 LBS

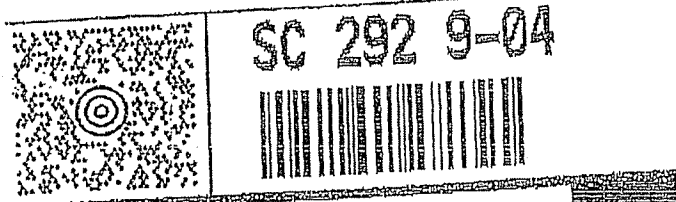
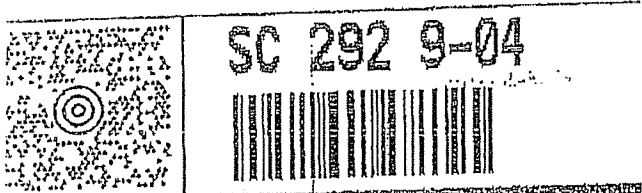
1 OF 1

ABC
(770) 925-0289
1234 HILLCREST RD
NORCROSS GA 30093

20 LBS

SHIP TO:
OLIVER COLUMIER
FNMI
797 OLD CLEMSON RD
COLUMBIA SC 29229-4203

SHIP TO:
FRANK SPANIEL
(770) 925-9988
FNMI
797 OLD CLEMSON RD
COLUMBIA SC 29229-4203

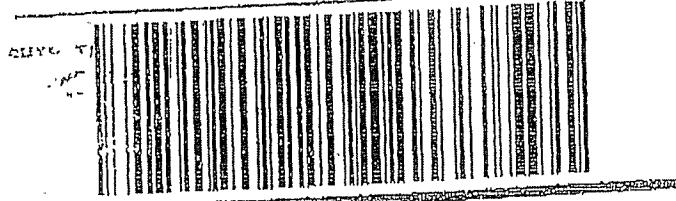
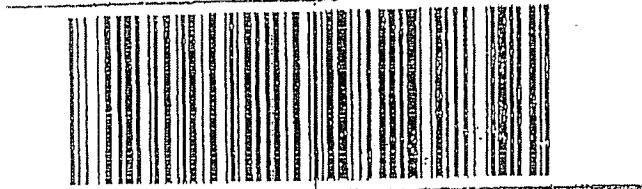


UPS GROUND

UPS GROUND

TRACKING #: 1Z 25X 05X 03 4898 2461

TRACKING #: 1Z 25X 05X 42 4967 7494



BILLING: P/P

BILLING: P/P
SIGNATURE REQUIRED

NS B B 48

LP2844 78 DA 04/2000

NS B B 48

LP2844 78 DA 04/2000

Postnet barcode and ZIP code information

UPS Ground service information and signature requirements

Exhibit F
Page 1 of 8

770) 925-9988
14 HILLCREST RD
NORCROSS GA 30093

37 LBS

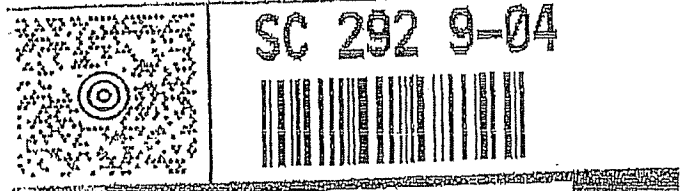
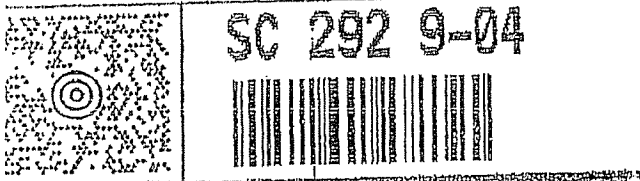
2 OF 2

770) 925-9988
1434 HILLCREST RD
NORCROSS GA 30093

33 LBS

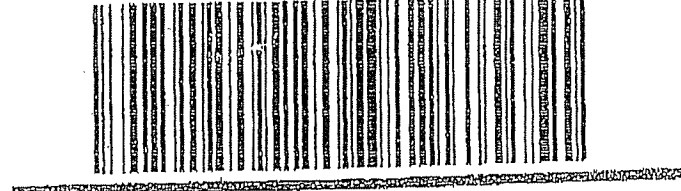
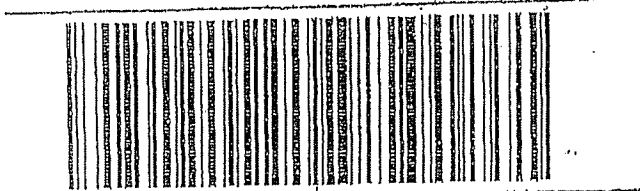
SHIP TO:
FRANK SPANIEL
(770) 925-9988
FNM
797 OLD CLEMSON RD
COLUMBIA SC 29229-4203

SHIP TO:
FRANK SPANIEL/MIKE GARDNER
FNM
797 OLD CLEMSON RD
COLUMBIA SC 29229-4203



UPS GROUND
TRACKING #: 1Z 25X 05X 03 4788 5907

UPS GROUND
TRACKING #: 1Z 25X 05X 03 4871 4054



BILLING: P/P

BILLING: P/P

45 9 0 49 LP2844 78 DR 04/2008

45 9 0 49 LP2844 78 DR 04/2008

INTERNATIONAL MAIL - EXPRESS DELIVERY...
UNITED STATES POSTAL SERVICE...
FIRST CLASS PERMIT NO. 1000 NORCROSS, GA 30093

INTERNATIONAL MAIL - EXPRESS DELIVERY...
UNITED STATES POSTAL SERVICE...
FIRST CLASS PERMIT NO. 1000 NORCROSS, GA 30093

Exhibit F
Page 2 of 8

1 925-8988
HILLCREST RD
1055 GA 30083

09 LBS
AK

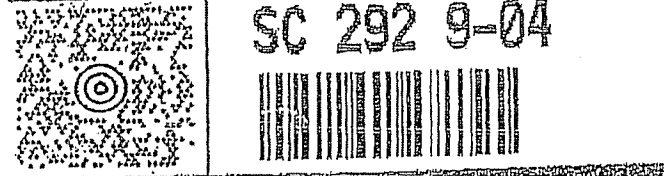
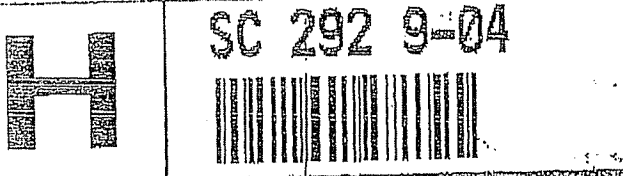
1 OF 1

REG
(770) 925-9988
1454 HILLCREST RD
NORCROSS GA 30083

1 LBS

TO:
FRANK SPANIEL
(770) 925-9988
FNM
797 OLD CLEMSON RD
COLUMBIA SC 29229-4203

SHIP TO:
CHARLIE MOORE
FNM
797 OLD CLEMSON RD
COLUMBIA SC 29229-4203

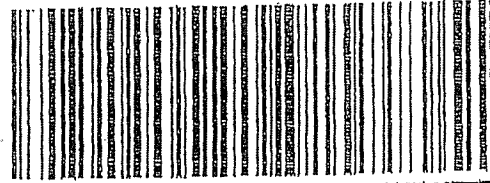
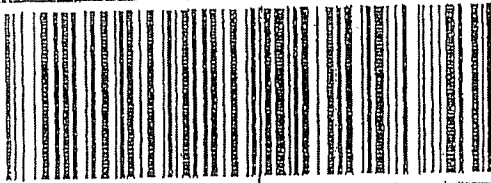


PS GROUND

TRACKING #: 1Z 25X 05X 42 4756 8578

UPS GROUND

TRACKING #: 1Z 25X 05X 03 4936 3673



BILLING: P/P
SIGNATURE REQUIRED

BILLING: P/P

US 9.0 49 LP2644 79.00 04/2001

US 9.0 49 LP2644 79.00 04/2001

INTERNATIONAL MAILING SERVICE - Carriage charges and other fees in excess of those shown on this label are the responsibility of the addressee. The addressee is responsible for the payment of any duties and taxes levied on the contents of the package. The addressee is also responsible for the payment of any duties and taxes levied on the contents of the package. The addressee is also responsible for the payment of any duties and taxes levied on the contents of the package.

INTERNATIONAL MAILING SERVICE - Carriage charges and other fees in excess of those shown on this label are the responsibility of the addressee. The addressee is responsible for the payment of any duties and taxes levied on the contents of the package. The addressee is also responsible for the payment of any duties and taxes levied on the contents of the package. The addressee is also responsible for the payment of any duties and taxes levied on the contents of the package.

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1 925-9988
HILLCREST RD
ROSE GA 30093

2 LBS

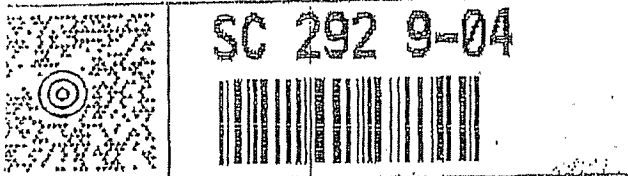
1 OF 2

1434 HILLCREST RD
NORCROSS GA 30093

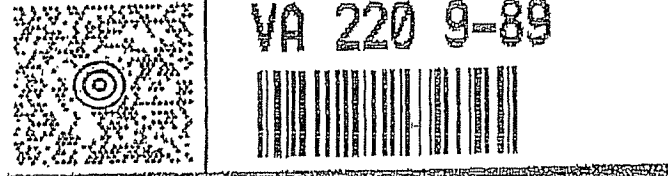
U-EDG

P TO:
FRANK SPANIEL
(770) 925-9988
FNMI
797 OLD CLEMSON RD
COLUMBIA SC 29229-4203

SHIP TO:
BARBARA SADOWY
FISH USA INC
1364 BEVERLY RD STE 200
MC LEAN VA 22101-3645



SC 292 9-04



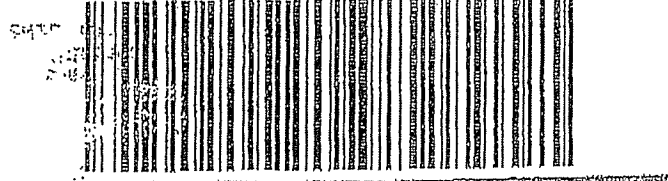
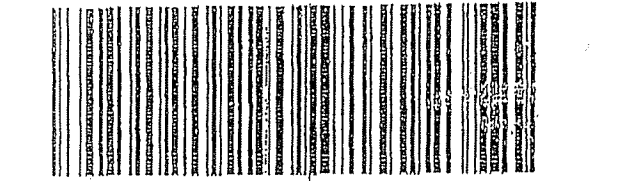
VA 220 9-89

UPS GROUND

TRACKING #: 1Z 25X 05X 03 4947 1378

UPS GROUND

TRACKING #: 1Z 25X 05X 03 4725 4437



BILLING: P/P

BILLING: P/P

US 9 8 49 LP2844 76 04 04/2008

US 9 8 49 LP2844 76 04 04/2008

Postnet barcode is a service mark of the United States Postal Service. It is used to identify mail pieces for automated mail processing. It is not to be used for any other purpose. The use of this barcode for any other purpose is prohibited. The use of this barcode for any other purpose is prohibited. The use of this barcode for any other purpose is prohibited.

Postnet barcode is a service mark of the United States Postal Service. It is used to identify mail pieces for automated mail processing. It is not to be used for any other purpose. The use of this barcode for any other purpose is prohibited. The use of this barcode for any other purpose is prohibited. The use of this barcode for any other purpose is prohibited.

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Tracking Summary

Tracking Numbers

Tracking Number: 1Z 25X 05X 03 4898 246 1
Type: Package
Status: **Delivered**
Delivered On: 04/08/2008
 9:46 A.M.
Delivered To: COLUMBIA, SC, US
Signed By: LEE
Service: GROUND

Tracking Number: 1Z 25X 05X 03 4725 443 7
Type: Package
Status: **Delivered**
Delivered On: 04/22/2008
 11:53 A.M.
Delivered To: MC LEAN, VA, US
Signed By: RUBY
Service: GROUND

Tracking Number: 1Z 25X 05X 42 4967 749 4
Type: Package
Status: **Delivered**
Delivered On: 05/01/2008
 10:04 A.M.
Delivered To: COLUMBIA, SC, US
Signed By: BEVERLY
Service: GROUND
Multiple Packages: 2

Tracking Number: 1Z 25X 05X 03 4788 590 7
Type: Package
Status: **Delivered**
Delivered On: 05/01/2008
 10:04 A.M.
Delivered To: COLUMBIA, SC, US
Signed By: BEVERLY
Service: GROUND
Multiple Packages: 2

Tracking Number: 1Z 25X 05X 03 4871 405 4
Type: Package

E-MAIL F
 Page 6 of 8

Status: **Delivered**
 Delivered On: 06/09/2008
 10:05 A.M.
 Delivered To: COLUMBIA, SC, US
 Signed By: MIKE
 Service: GROUND
 Multiple Packages: 3

Tracking Number: 1Z 25X 05X 03 4803 364 7
 Type: Package
 Status: **Delivered**
 Delivered On: 06/10/2008
 9:51 A.M.
 Delivered To: COLUMBIA, SC, US
 Signed By: MIKE
 Service: GROUND
 Multiple Packages: 3

Tracking Number: 1Z 25X 05X 03 4949 403 1
 Type: Package
 Status: **Delivered**
 Delivered On: 06/10/2008
 9:51 A.M.
 Delivered To: COLUMBIA, SC, US
 Signed By: MIKE
 Service: GROUND
 Multiple Packages: 3

Tracking Number: 1Z 25X 05X 42 4756 867 8
 Type: Package
 Status: **Delivered**
 Delivered On: 06/03/2008
 10:20 A.M.
 Delivered To: COLUMBIA, SC, US
 Signed By: LOLITA
 Service: GROUND

Tracking Number: 1Z 25X 05X 03 4936 367 3
 Type: Package
 Status: **Delivered**
 Delivered On: 05/09/2008
 9:34 A.M.
 Delivered To: COLUMBIA, SC, US
 Signed By: HAEJLKN
 Service: GROUND


Tracking Number: 1Z 25X 05X 03 4947 137 8
 Type: Package
 Status: **Delivered**
 Delivered On: 05/06/2008
 9:51 A.M.
 Delivered To: COLUMBIA, SC, US
 Signed By: CARTER

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Service: GROUND

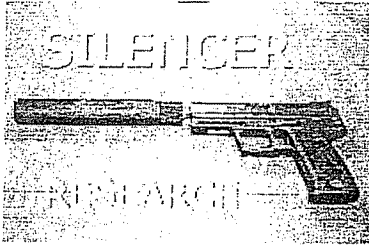
Tracking results provided by UPS: 06/17/2008 4:11 P.M. ET

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Silencer Research

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- Profile
- You have no new messages
- Log out [rsilvers]

FN USA + AAC = FAIL

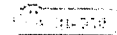
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ian187
Silencer Research Member

Posted: Fri May 02, 2008 12:33 am Post subject:



Joined: 23 Sep 2007
Posts: 149

Robert, when Kevin calls FN acting like a loon it doesn't help an already worsening situation. You and Kevin would be a lot better off not calling me and others liars in public, this is going to blow up when FN goes public shortly.

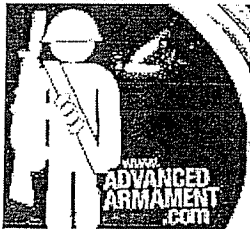
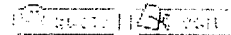
By the way, I think Kevin is going to cut you loose soon. I expect major changes after the AAC SCAR debacle is over.

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rsilvers
Industry Professional 07/02
Manufacturer

Posted: Fri May 02, 2008 2:08 am Post subject:

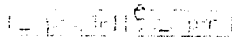


Once again, FN has not canceled any contract with AAC, nor have they said they planned to.

What kind of major changes do you predict?

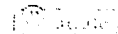
Joined: 22 Mar 2008
Posts: 256

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ian187
Silencer Research Member

Posted: Fri May 02, 2008 2:39 am Post subject:



Joined: 23 Sep 2007
Posts: 149

Robert, you just got done lecturing Expatriot about omitting information, you should try taking your own advice.

Tic Tock, Tic Tock!

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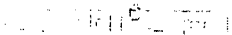
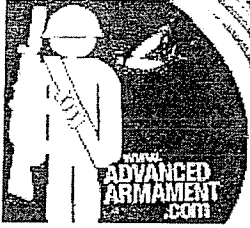


Exhibit 6

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rsilvers
Industry Professional 07/02
Manufacturer



Joined: 22 Mar 2008
Posts: 256

Posted: Fri May 02, 2008 2:48 am Post subject:

[\[Profile\]](#) [\[Skull\]](#)

I am not omitting anything. I expect your full apobgy and retraction on each site you posted on for making untrue statements with malice.

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[\[Profile\]](#) [\[Skull\]](#)

ian187
Silencer Research Member

Posted: Sat May 03, 2008 4:44 pm Post subject:

[\[Profile\]](#)

Joined: 23 Sep 2007
Posts: 149

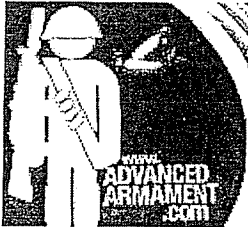
Or what, you get all legal on my ass? Better pack a lunch.

Last edited by ian187 on Sat May 03, 2008 7:33 pm;edited 1 time in total

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rsilvers
Industry Professional 07/02
Manufacturer



Joined: 22 Mar 2008
Posts: 256

Posted: Sat May 03, 2008 5:14 pm Post subject:

[\[Profile\]](#) [\[Skull\]](#)

What am I supposed to be looking at?

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[\[Profile\]](#) [\[Skull\]](#)

ian187
Silencer Research Member

Posted: Sat May 03, 2008 5:15 pm Post subject:

[\[Profile\]](#)

Joined: 23 Sep 2007
Posts: 149

Last edited by ian187 on Sat May 03, 2008 7:33 pm;edited 1 time in total

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ian187
Silencer Research Member

Posted: Sat May 03, 2008 7:32 pm Post subject:

[\[Profile\]](#)

Joined: 23 Sep 2007
Posts: 149

rsilvers wrote:

I am not omitting anything. I expect your full apobgy and retraction on each site you posted on for making untrue statements with malice.

Exhibit 6

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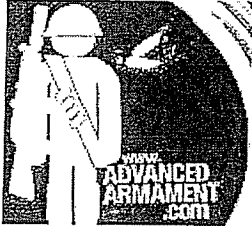
There haven't been any untrue statements. DRMO has sold a few SCAR silencers and it looks like more are on the way.

Also, I have notified my employer and my attorney that you or AAC will likely try to make contact in order to try to get me fired. They are up to speed on the situation and are prepared to proceed as needed. I caution your further actions, this is a sleeping dog you would best let lie.

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rsilvers
Industry Professional 07/02
Manufacturer



Joined: 22 Mar 2008
Posts: 256

Posted: Sat May 03, 2008 7:48 pm Post subject:

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FN has not dropped AAC. Your statement was false. I thought it was reasonable to ask you to retract it and apologize.

These are the correct AAC NSNs. I am not sure what the numbers are that were posted on AR15.

- M4-2000 NSN#1005-01-543-4656
- SCAR-L NSN#1005-01-556-4261
- SCAR-H NSN#1005-01-556-2552

AAC CAGE code: 3K8N3

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