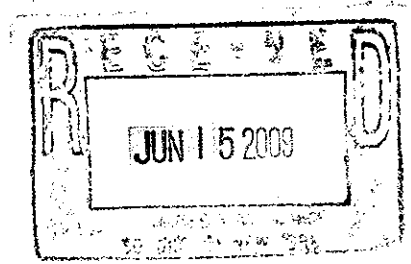


MANELLI DENISON & SELTER PLLC
ATTORNEYS

Before the United States Bankruptcy Court
For the Southern District of New York



-----X
In the Matter of:
GENERAL MOTORS CORP., *et al.*,
Debtors
-----X

Chapter 11
Case No. 09-50026 (REG)
(Jointly Administered)

**OBJECTIONS OF AISIN AW CO., LTD. TO
DEBTORS' NOTICE OF DEBTORS' INTENT TO ASSUME
AND ASSIGN CERTAIN EXECUTORY CONTRACTS, ETC.,
AND CURE AMOUNTS RELATED THERETO**

On behalf of AW Transmission Engineering U.S.A., Inc. ("AWTEC"), a Michigan corporation, we hereby object to the captioned Notice ("Notice") for the reasons set forth below. AWTEC is a prepetition trade creditor against Debtors.

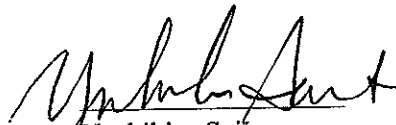
AWTEC objects to the Notice because the Notice erroneously omits the executory contract mentioned in Exhibit A-1 to these Objections and lists incorrect cure amounts as shown in Exhibit A-2. The errors in the cure amounts presumably derive from selecting a wrong currency unit, i.e., Japanese yen, instead of U.S. dollars for the amounts. Documents substantiating AWTEC's claims are provided as Exhibits B-1 through B-5 to the instant Objections.

For the foregoing reasons, we respectfully request that the Court order Debtors to correct the above-mentioned errors by filing a supplementary notice or by taking other steps that the Court may deem as appropriate.

If the Court has any questions regarding the instant submission, please contact the undersigned.

June 12, 2009

Respectfully submitted,


Yoshihiro Saito
Counsel to AW Engineering U.S.A., Inc.

Certificate of Service

This is to certify that I, Yoshihiro Saito, caused the foregoing document to be served on the following parties this 12th day of June 2009 by first-class mail, postage prepaid:

Behalf of Debtors:

General Motors Corporation
Cadillac Building
30009 Van Dyke Avenue
Warren, MI 48090-9025
(Attn: Warren Command Center
Mail Code 480-206-114)

Behalf of Debtors:

Weil, Gotshal & Manges LLP
767 Fifth Avenue, New York,
NY 10153
(Attn: Harvey Miller, Esquire)

Behalf of the U.S. Treasury:

1500 Pennsylvania Avenue, N.W.
Room 2312
Washington, D.C. 20220
(Attn: Matthew Feldman, Esquire)

Behalf of Purchaser:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, NY 10281
(Attn: John J. Rapisardi, Esquire)

Behalf of Export Development Canada:

Vedder Price, P.C.
1633 Broadway, 47th Floor
New York, NY 10019
(Attn: Michael J. Edelman, Esquire)

Behalf of Creditors Committee:

Kramer Levin LLP
1177 Avenue of The Americas
New York, N.Y. 10036

Behalf of the Trustee:

**Office of the United States Trustee for
The Southern District of New York**
33 Whitehall Street, 21st Floor, New York, New York 10004
(Attn: Diana G. Adams, Esquire)

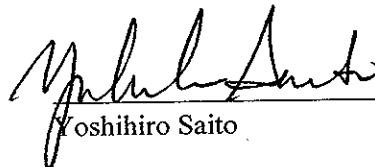

Yoshihiro Saito

EXHIBIT A-1

Opposition to the proposed assumption and assignment of the Assumbale Executory Contracts

◆ On the Contract List

Contract List Items						
Row ID	GM Contract ID	Vendor ID	Counter Party Name	Contract Type	Contract Status	Problem
5716-00560583	GM47115		AW TRANSMISSION ENGINEERING	Agreement	Noticed	No Vendor ID (→ 196145809)
5716-00647979	K1MAL000	196145809	AW TRANSMISSION ENGINEERING USA	Agreement	Noticed	Unknown Contract
5716-00648275	K1X6X000	196145809	AW TRANSMISSION ENGINEERING USA	Agreement	Noticed	Unknown Contract
5716-00574312	N1FWR000	196145809	AW TRANSMISSION ENGINEERING USA	Agreement	Noticed	Unknown Contract
5716-00638371	N1FWR001	196145809	AW TRANSMISSION ENGINEERING USA	Agreement	Noticed	Unknown Contract
5716-00641005	N1I93000	196145809	AW TRANSMISSION ENGINEERING USA	Agreement	Noticed	Unknown Contract
5716-00574285	N1I93001	196145809	AW TRANSMISSION ENGINEERING USA	Agreement	Noticed	Unknown Contract
5716-00661564	N1J53000	196145809	AW TRANSMISSION ENGINEERING USA	Agreement	Noticed	Unknown Contract
5716-00608258	N1KDT000	196145809	AW TRANSMISSION ENGINEERING USA	Agreement	Noticed	Unknown Contract
5716-00125747	N549405	127119696	AW TRANSMISSION ENGINEERING USA	Agreement	Removed	Unknown Contract

◆ Not on the Contract List

Contract / PO Items						
Row ID	GM Contract ID	Vendor ID	Counter Party Name	Contract Type	Contract Status	Problem
	97700	196145809	AW TRANSMISSION ENGINEERING USA	Agreement		Missing in the Contract List*
		196145809	AW TRANSMISSION ENGINEERING USA	Agreement		Missing in the Contract List*
		196145809	AW TRANSMISSION ENGINEERING USA	Agreement		Missing in the Contract List*

*SAAB Reman

EXHIBIT A-2

Opposition to the proposed Cure Amount

PO Number	B/L	Document Date	AW/AWTEC AR		EDACORE		CURE (Contract Notices)		Problem				
			Remit DUNS	Total Amount	Remit DUNS	Total Amount	Remit DUNS	PO Number		Total Amount			
OR6D000T	120287	03/31/09	RD196145809	¥12,800.00	JPY	RD196145809	¥1,239,900.00	JPY	RD196145809	PRO0R6D000T	¥13,011.50	JPY	Missing in the Cure Detail*
OR6D000T	150664	05/01/09	RD196145809	¥1,239,900.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150642	05/01/09	RD196145809	¥413,300.00	JPY	RD196145809	¥826,600.00	JPY	RD196145809	PRO0R6D000T	¥8,674.34	JPY	Cure Amount is not total amount.
OR6D000T	150682	05/04/09	RD196145809	¥826,600.00	JPY	RD196145809	¥826,600.00	JPY	RD196145809	PRO0R6D000T	¥8,674.34	JPY	Cure Amount is not total amount.
OR6D000T	150665	05/04/09	RD196145809	¥826,600.00	JPY	RD196145809	¥1,239,900.00	JPY	RD196145809	PRO0R6D000T	¥13,011.50	JPY	Cure Amount is not total amount.
OR6D000T	150711	05/05/09	RD196145809	¥1,239,900.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150683	05/05/09	RD196145809	¥413,300.00	JPY	RD196145809	¥1,239,900.00	JPY	RD196145809	PRO0R6D000T	¥13,011.50	JPY	Cure Amount is not total amount.
OR6D000T	150727	05/06/09	RD196145809	¥1,239,900.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150712	05/06/09	RD196145809	¥413,300.00	JPY	RD196145809	¥1,653,200.00	JPY	RD196145809	PRO0R6D000T	¥17,348.70	JPY	Cure Amount is not total amount.
OR6D000T	150736	05/07/09	RD196145809	¥1,653,200.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150726	05/07/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150753	05/08/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150737	05/08/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150767	05/12/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150809	05/15/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150844	05/18/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150879	05/21/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150893	05/26/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150927	05/27/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150938	05/28/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150961	05/29/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150968	05/30/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150865	05/26/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO0R6D000T	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150866	05/27/09	RD196145809	¥413,300.00	JPY	RD196145809	¥247,980.00	JPY	RD196145809	PRO0R6D000T	¥2,602.30	JPY	Cure Amount is not total amount.
OR6D000T	150928	05/27/09	RD196145809	¥33,064.00	JPY	RD196145809	¥33,064.00	JPY	RD196145809	PRO0R6D000T	¥346.91	JPY	Cure Amount is not total amount.
OR6D000T	150666	05/01/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO1ZJZ0003	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150684	05/04/09	RD196145809	¥826,600.00	JPY	RD196145809	¥826,600.00	JPY	RD196145809	PRO1ZJZ0003	¥8,674.34	JPY	Cure Amount is not total amount.
OR6D000T	150713	05/05/09	RD196145809	¥1,239,900.00	JPY	RD196145809	¥1,239,900.00	JPY	RD196145809	PRO1ZJZ0003	¥13,011.50	JPY	Cure Amount is not total amount.
OR6D000T	150810	05/14/09	RD196145809	¥826,600.00	JPY	RD196145809	¥826,600.00	JPY	RD196145809	PRO1ZJZ0003	¥8,674.34	JPY	Cure Amount is not total amount.
OR6D000T	150842	05/15/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO1ZJZ0003	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150855	05/19/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO1ZJZ0003	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150867	05/19/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO1ZJZ0003	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150880	05/20/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO1ZJZ0003	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150907	05/21/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO1ZJZ0003	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150929	05/26/09	RD196145809	¥826,600.00	JPY	RD196145809	¥826,600.00	JPY	RD196145809	PRO1ZJZ0003	¥8,674.34	JPY	Cure Amount is not total amount.
OR6D000T	150939	05/27/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO1ZJZ0003	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150962	05/28/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO1ZJZ0003	¥4,337.17	JPY	Cure Amount is not total amount.
OR6D000T	150970	05/29/09	RD196145809	¥413,300.00	JPY	RD196145809	¥413,300.00	JPY	RD196145809	PRO1ZJZ0003	¥4,337.17	JPY	Cure Amount is not total amount.

*Price discrepancy

EXHIBIT B-1

RYDER

14933 KEEL STREET
 PLYMOUTH, MI 48170
 TEL: (734) 454-1710
 FAX: (734) 454-4511

BILL OF LADING

150287	3/30/09
CUSTOMER NO. GMB2	SHIP DATE 3/31/09
SHIP VIA TRUCK	CUSTOMER P.O. SEE ITEM DTL

SHIP TO: GMS25
 LANSING DELTA TOWNSHIP 19054
 C/O RYDER LOGISTICS LOC
 2901 S CANAL DOCK RYDJM
 LANSING, MI 48917

BILL TO:

* SEE FREIGHT BILLING TERMS BELOW *

B.O.L. TYPE		DEST. CODE	M. B.O.L. NO.	CARRIER	SCAC	R.O.B.																
CUSTOMER ORDER				INOVATIVE LOGISTICS	DETL	ORIGIN																
QTY	UM	PART NUMBER	DESCRIPTION	ORDER/ITEM	REL NO.	SHIPMENT WEIGHT	CUM QTY	CTNS														
50	EA	9953700790 CPT#: 25956691 CPO#: OR6D000T S/N:	DISC. NAVIGATION 25956691 Qty adjusted to Std Pack size TRACKING#. 004435773	14332/001	14 14 50	19.75 /LB	2300	1														
<table border="1"> <tr> <td colspan="2">AWTEC outbound shipment</td> </tr> <tr> <td>ORDER PREP</td> <td></td> </tr> <tr> <td>SHIP</td> <td></td> </tr> <tr> <td>TRADED</td> <td></td> </tr> <tr> <td>POSTED</td> <td></td> </tr> <tr> <td>IN SENT</td> <td></td> </tr> <tr> <td>DATE</td> <td>3-31-09</td> </tr> </table>									AWTEC outbound shipment		ORDER PREP		SHIP		TRADED		POSTED		IN SENT		DATE	3-31-09
AWTEC outbound shipment																						
ORDER PREP																						
SHIP																						
TRADED																						
POSTED																						
IN SENT																						
DATE	3-31-09																					
1	L CTNS:	1	GROSS WEIGHT:	20 LB	TARE WEIGHT:	1 LB	NET WEIGHT:	19 LB														
CARRIER SIGNATURE: <i>T. Coffey</i>			TRAILER#: 1733		MATERIAL HANDLER:																	

SHIPPING

EXHIBIT B-2



AW TRANSMISSION ENGINEERING U.S.A., INC.
 14920 KEEL STREET
 PLYMOUTH, MI 48170
 TEL. (734) 454-1710
 FAX (734) 454-1601

INVOICE

INVOICE NO.	INVOICE DATE
150287	3/31/09

BILL TO: GMB2
 GENERAL MOTORS (US AND CANADA)
 ATTN: DISBURSEMENTS
 PO BOX 62530
 PHOENIX, AZ 85082-2530

SHIP TO: GMS25
 LANSING DELTA TOWNSHIP 19054
 C/O RYDER LOGISTICS LOC
 2901 S CANAL DOCK RYDJM
 LANSING, MI 48917

DATE SHIPPED	SHIPPER NO.	SUPPLIER CODE	F.O.B.	CARRIER	TERMS	CURRENCY
3/31/09	150287	196145809	ORIGIN	INOVATIVE LOGISTICS	30 DAY/MONTH	JAPANESE YEN

QTY.	PART NO.	DESCRIPTION	CUSTOMER PO #	UNIT PRICE U/M	AMOUNT
50 CPTH	9953700790 25956691	DISC, NAVIGATION 25956691 Qty adjusted to Std Pack size	OR6D000T ORD#: 14332	8522.00000 REL: EA09033100	426100.00

PLEASE REFER TO INVOICE NUMBER WHEN REMITTING AND ON ALL CORRESPONDENCE
 DUNS # 196145809

TOTAL: 426100.00

EXHIBIT B-3

GEPARA ADMIN <GEPARAADMIN@gxs.com>

05/27/2009 08:34 PM

To
TRice@awtec.com
cc

Subject
EMAIL_GCO60126094CV_20090528_184352755

Remittance Advice
-- Avis de Paiement -- Zahlungsanweisung -- Aviso de Pagamento -- Aviso de Pago --

Buyer Company:
GENERAL MOTORS FSS FOREIGN PAYMENTS
PO Box 62530
Phoenix, AZ 85082-2530
US

Supplier:
AW TRANSMISSION ENGINEERING

14920 KEEL STREET
PLYMOUTH, MI 48170
US

Phone: no data
Fax: no data

Bank Account #: 1421093427
Supplier ID: 00196145809
Trace Number: DCF0045653
Net Payment: 32262198
Settlement Date: 2009-05-28
Currency: JPY

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
501216326	2009-04-01	150287	PRO0R6D000T	413300	0	
Comments: PRO0R6D000T 150287						
Plant#: BK	Plant Description: NACG - PLATNM ASSEMBLY					
Part Number	Quantity	UOM	Unit Price			
00000025956691	50	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
501216797	2009-04-02	150310	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150310						
Plant#: BK	Plant Description: NACG - PLATNM ASSEMBLY					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
501217247	2009-04-06	150316	PRO0R6D000T	413300	0	
Comments: PRO0R6D000T 150316						
Plant#: BK	Plant Description: NACG - PLATNM ASSEMBLY					
Part Number	Quantity	UOM	Unit Price			
00000025956691	50	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
501217880	2009-04-07	150348	PRO0R6D000T	413300	0	
Comments: PRO0R6D000T 150348						
Plant#: BK	Plant Description: NACG - PLATNM ASSEMBLY					
Part Number	Quantity	UOM	Unit Price			
00000025956691	50	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
501218821	2009-04-09	150376	PRO0R6D000T	413300	0	
Comments: PRO0R6D000T 150376						
Plant#: BK	Plant Description: NACG - PLATNM ASSEMBLY					
Part Number	Quantity	UOM	Unit Price			
00000025956691	50	PC	8266			

May 09 Remittance.txt

Invoice Number 501219798 Invoice Date 2009-04-15 BOL# 150442 PO# PRO0R6D000T Invoice Amount 413300 Discount Amount 0 Net Amount
 Comments: PRO0R6D000T 150442
 Plant#: BK Plant Description: NACG - PLATNM ASSEMBLY
 Part Number 00000025956691 Quantity 50 UOM PC Unit Price 8266

Invoice Number 501220497 Invoice Date 2009-04-17 BOL# 150468 PO# PRO0R6D000T Invoice Amount 413300 Discount Amount 0 Net Amount
 Comments: PRO0R6D000T 150468
 Plant#: BK Plant Description: NACG - PLATNM ASSEMBLY
 Part Number 00000025956691 Quantity 50 UOM PC Unit Price 8266

Invoice Number 501221328 Invoice Date 2009-04-21 BOL# 150508 PO# PRO0R6D000T Invoice Amount 413300 Discount Amount 0 Net Amount
 Comments: PRO0R6D000T 150508
 Plant#: BK Plant Description: NACG - PLATNM ASSEMBLY
 Part Number 00000025956691 Quantity 50 UOM PC Unit Price 8266

Invoice Number 501222285 Invoice Date 2009-04-23 BOL# 150531 PO# PRO0R6D000T Invoice Amount 413300 Discount Amount 0 Net Amount
 Comments: PRO0R6D000T 150531
 Plant#: BK Plant Description: NACG - PLATNM ASSEMBLY
 Part Number 00000025956691 Quantity 50 UOM PC Unit Price 8266

Invoice Number 501222649 Invoice Date 2009-04-24 BOL# 150539 PO# PRO0R6D000T Invoice Amount 413300 Discount Amount 0 Net Amount
 Comments: PRO0R6D000T 150539
 Plant#: BK Plant Description: NACG - PLATNM ASSEMBLY
 Part Number 00000025956691 Quantity 50 UOM PC Unit Price 8266

Invoice Number 501223335 Invoice Date 2009-04-27 BOL# 150573 PO# PRO0R6D000T Invoice Amount 413300 Discount Amount 0 Net Amount
 Comments: PRO0R6D000T 150573
 Plant#: BK Plant Description: NACG - PLATNM ASSEMBLY
 Part Number 00000025956691 Quantity 50 UOM PC Unit Price 8266

Invoice Number 501223722 Invoice Date 2009-04-28 BOL# 150600 PO# PRO0R6D000T Invoice Amount 413300 Discount Amount 0 Net Amount
 Comments: PRO0R6D000T 150600
 Plant#: BK Plant Description: NACG - PLATNM ASSEMBLY
 Part Number 00000025956691 Quantity 50 UOM PC Unit Price 8266

Invoice Number 501224414 Invoice Date 2009-04-30 BOL# 150633 PO# PRO0R6D000T Invoice Amount 413300 Discount Amount 0 Net Amount
 Comments: PRO0R6D000T 150633
 Plant#: BK Plant Description: NACG - PLATNM ASSEMBLY
 Part Number 00000025956691 Quantity 50 UOM PC Unit Price 8266

Invoice Number 001606269 Invoice Date 2009-04-23 BOL# 150509 PO# PRO0R6D000V Invoice Amount 413300 Discount Amount 0 Net Amount
 Comments: PRO0R6D000V 150509
 Plant#: TC Plant Description: GM TRUCK SHREVEPORT
 Part Number 00000025956245 Quantity 50 UOM PC Unit Price 8266

Invoice Number 002121037 Invoice Date 2009-04-01 BOL# 150306 PO# PRO0R6D000T Invoice Amount 826600 Discount Amount 0 Net Amount
 Comments: PRO0R6D000T 150306
 Plant#: 37 Plant Description: GM TRUCK ARLINGTON
 Part Number Quantity UOM Unit Price

00000025956691 100 PC 8266

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002121806	2009-04-02	150315	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150315						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002122638	2009-04-03	150332	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150332						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002123400	2009-04-06	150347	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150347						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002124076	2009-04-07	150357	PRO0R6D000T	413300	0	
Comments: PRO0R6D000T 150357						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	50	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002124727	2009-04-08	150375	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150375						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002125420	2009-04-09	150405	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150405						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002126030	2009-04-14	150441	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150441						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002126784	2009-04-15	150455	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150455						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002127584	2009-04-16	150467	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150467						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002128359	2009-04-17	150491	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150491						

Plant#: 37 Plant Description: GM TRUCK ARLINGTON
 Part Number Quantity UOM Unit Price
 00000025956691 100 PC 8266

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002128925	2009-04-20	150506	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150506						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002129476	2009-04-21	150519	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150519						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002130338	2009-04-22	150530	PRO0R6D000T	1239900	0	
Comments: PRO0R6D000T 150530						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	150	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002130933	2009-04-23	150538	PRO0R6D000T	413300	0	
Comments: PRO0R6D000T 150538						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	50	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002131666	2009-04-24	150572	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150572						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002131667	2009-04-24	150574	PRO0R6D0010	24798	0	
Comments: PRO0R6D0010 150574						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000020854094	3	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002132394	2009-04-27	150599	PRO0R6D000T	413300	0	
Comments: PRO0R6D000T 150599						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	50	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002133090	2009-04-28	150618	PRO0R6D000T	826600	0	
Comments: PRO0R6D000T 150618						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002134176	2009-04-30	150644	PRO0R6D000T	1239900	0	
Comments: PRO0R6D000T 150644						
Plant#: 37	Plant Description: GM TRUCK ARLINGTON					
Part Number	Quantity	UOM	Unit Price			
00000025956691	150	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
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000184220 2009-04-01 150311 PRO1ZJZ0003 413300 0
 Comments: PRO1ZJZ0003 150311
 Plant#: 40 Plant Description: SATURN CORPORATION
 Part Number Quantity UOM Unit Price
 00000025956691 50 PC 8266

Invoice Number Invoice Date BOL# PO# Invoice Amount Discount Amount Net Amount
 000184762 2009-04-02 150317 PRO1ZJZ0003 413300 0
 Comments: PRO1ZJZ0003 150317
 Plant#: 40 Plant Description: SATURN CORPORATION
 Part Number Quantity UOM Unit Price
 00000025956691 50 PC 8266

Invoice Number Invoice Date BOL# PO# Invoice Amount Discount Amount Net Amount
 000185393 2009-04-03 150333 PRO1ZJZ0003 826600 0
 Comments: PRO1ZJZ0003 150333
 Plant#: 40 Plant Description: SATURN CORPORATION
 Part Number Quantity UOM Unit Price
 00000025956691 100 PC 8266

Invoice Number Invoice Date BOL# PO# Invoice Amount Discount Amount Net Amount
 000185915 2009-04-06 150349 PRO1ZJZ0003 413300 0
 Comments: PRO1ZJZ0003 150349
 Plant#: 40 Plant Description: SATURN CORPORATION
 Part Number Quantity UOM Unit Price
 00000025956691 50 PC 8266

Invoice Number Invoice Date BOL# PO# Invoice Amount Discount Amount Net Amount
 000186277 2009-04-07 150359 PRO1ZJZ0003 413300 0
 Comments: PRO1ZJZ0003 150359
 Plant#: 40 Plant Description: SATURN CORPORATION
 Part Number Quantity UOM Unit Price
 00000025956691 50 PC 8266

Invoice Number Invoice Date BOL# PO# Invoice Amount Discount Amount Net Amount
 000186641 2009-04-09 150406 PRO1ZJZ0003 1239900 0
 Comments: PRO1ZJZ0003 150406
 Plant#: 40 Plant Description: SATURN CORPORATION
 Part Number Quantity UOM Unit Price
 00000025956691 150 PC 8266

Invoice Number Invoice Date BOL# PO# Invoice Amount Discount Amount Net Amount
 000186642 2009-04-08 150378 PRO1ZJZ0003 413300 0
 Comments: PRO1ZJZ0003 150378
 Plant#: 40 Plant Description: SATURN CORPORATION
 Part Number Quantity UOM Unit Price
 00000025956691 50 PC 8266

Invoice Number Invoice Date BOL# PO# Invoice Amount Discount Amount Net Amount
 000187534 2009-04-15 150465 PRO1ZJZ0004 826600 0
 Comments: PRO1ZJZ0004 150465
 Plant#: 40 Plant Description: SATURN CORPORATION
 Part Number Quantity UOM Unit Price
 00000020854094 100 PC 8266

Invoice Number Invoice Date BOL# PO# Invoice Amount Discount Amount Net Amount
 000187757 2009-04-15 150457 PRO1ZJZ0003 1239900 0
 Comments: PRO1ZJZ0003 150457
 Plant#: 40 Plant Description: SATURN CORPORATION
 Part Number Quantity UOM Unit Price
 00000025956691 150 PC 8266

Invoice Number Invoice Date BOL# PO# Invoice Amount Discount Amount Net Amount
 000187764 2009-04-14 150443 PRO1ZJZ0003 826600 0
 Comments: PRO1ZJZ0003 150443
 Plant#: 40 Plant Description: SATURN CORPORATION
 Part Number Quantity UOM Unit Price
 00000025956691 100 PC 8266

May 09 Remittance.txt

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
000188524	2009-04-16	150469	PRO1ZJZ0003	826600	0	
Comments: PRO1ZJZ0003 150469						
Plant#: 40	Plant Description: SATURN CORPORATION					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
000189792	2009-04-17	150493	PRO1ZJZ0003	826600	0	
Comments: PRO1ZJZ0003 150493						
Plant#: 40	Plant Description: SATURN CORPORATION					
Part Number	Quantity	UOM	Unit Price			
00000025956691	100	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
000191709	2009-04-27	150601	PRO1ZJZ0003	413300	0	
Comments: PRO1ZJZ0003 150601						
Plant#: 40	Plant Description: SATURN CORPORATION					
Part Number	Quantity	UOM	Unit Price			
00000025956691	50	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
000192256	2009-04-28	150621	PRO1ZJZ0003	413300	0	
Comments: PRO1ZJZ0003 150621						
Plant#: 40	Plant Description: SATURN CORPORATION					
Part Number	Quantity	UOM	Unit Price			
00000025956691	50	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
000192693	2009-04-29	150634	PRO1ZJZ0003	413300	0	
Comments: PRO1ZJZ0003 150634						
Plant#: 40	Plant Description: SATURN CORPORATION					
Part Number	Quantity	UOM	Unit Price			
00000025956691	50	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
000193052	2009-04-30	150643	PRO1ZJZ0003	413300	0	
Comments: PRO1ZJZ0003 150643						
Plant#: 40	Plant Description: SATURN CORPORATION					
Part Number	Quantity	UOM	Unit Price			
00000025956691	50	PC	8266			

Invoice Number	Invoice Date	BOL#	PO#	Invoice Amount	Discount Amount	Net Amount
002755901	2009-04-20	150507	PRO0R6D000T	413300	0	
Comments: PRO0R6D000T 150507						
Plant#: 58	Plant Description: NACG HAMTRAMCK ASSEMBLY					
Part Number	Quantity	UOM	Unit Price			
00000025956691	50	PC	8266			

EXHIBIT B-4

CONTRACT HEADER



General Motors Corporation

SUPPLIER NAME AND ADDRESS INFORMATION:

DUNS Number: 00708350459
AISIN AW CO LTD
6-18 HARAYAMA OKACHO
OKAZAKI AICHI 444-8564
JAPAN

Mailing Address Information:

6-18 HARAYAMA OKACHO
OKAZAKI AICHI 444-8564
JAPAN

BUYER NAME AND ADDRESS INFORMATION:

General Motors Corporation
300 Renaissance Center
Detroit, MI 48265
UNITED STATES

Contract Header Number:

0R6D0

This contract sets forth the exclusive terms and conditions under which seller shall sell and buyer shall purchase the goods or services described in the line item detail of this contract for the period(s) specified therein. Terms and conditions proposed by seller which are different from or in addition to the provisions of this contract are unacceptable to buyer, are expressly rejected by buyer, and shall not become a part of this contract. Any modification of this contract shall be made only in accordance with the provisions of paragraph 31 of the contract terms and conditions.

Contract Line Item Page: 1 of 6
Standard Blanket Contract Number: 0R6D0012
Amendment Number: 000

Issue Date: 17-Apr-2009

Part Number: 000000020871375



LINE ITEM DETAIL
General Motors Corporation

This Line Item is effective from 16-Apr-2009 through 31-Mar-2011

Part Description: DISC-NAVN DATA
Amendment Reason: Engineering changes (Low APV)

Manufacturing DUNS Number:
00708350459

Supplier Name and Manufacturing Address:
AISIN AW CO LTD
6-18 HARAYAMA OKACHO
OKAZAKI AICHI 444-8564
JAPAN

Purchasing Contact:
Zimmerman, Laura
Buyer Code: 410

Sample Date: 12-Jun-2009
Drawing Number (as revised): 0000000MATHDRD1
Hazardous Material Indicator: N

Line Item Notes:

=====
EWO #: 670557, CNBCW
EWO Description: Oct 11th,2006
PO issued to implement EWO#670557-CNBCW, which was issued to release a NAVN
Map Disc for the Middle Eastern market for platforms GMT926/36/46.
Prog.:GMT926/36/46, MY08&09
Tooling: Zero

New PN#	Description	Piece Price	LCR(Daily Capacity)
25796408	Super Nav Middle East DVD database disc.	JPY26,400.00	650/16/5

(Note: Exchange Rate - \$1USD:~110JPY)

SOP/MRD: Feb 14th,2007.
LTA 3%: Feb 14th,2008 Feb 14th,2009
DUNS codes:
Manufacturing----- 708350459 (Location: Japan)
Delivery----- 196145809
Remit----- 196145809
Ship From----- 196145809
Schedule To----- 196145809

Standard Blanket Contract Number: 0R6D0012

Amendment Number: 000

Part Number: 000000020871375

Karen Chi for Yvette Ge 877
 New P/N(s): 25796408
 Part Description: DISC-NAVN DATA
 Model Year: 2008
 Program: GMT 926/36/46
 Capacity (pcs/hr):650/16
 Price Type : Expendable
 PPAP Date : 1/31/2007
 Supplier Contact: Allison St. Clair
 Supplier Memo Dated: 10/6/2006
 Contract Duration : LG+SPO
 Reductions/Effective Date:
 3%..... 14-Feb-08
 3%.....14-Feb-09

Robert Seenappa for Yvette Ge
 10/12/2006

=====
 Description: Contract issued to reflect supplier business plan improvement based on email from Allison St. Clair of Aisin dated 10-19-07. Improvement plan pulls forward 2007 3% reduction date from 6-1-07 to 4-1-07. Contract also corrects prices so as not to reflect fractional JPY. Additional reduction was provided for PN 25847541 and 25796408 as reflected in contract effective 4-1-07.

Piece price impact by PN as of 4-1-07:

PN	Old Price (JPY)	New Price (JPY)
10396714	9515	9230
15878293	9515	9230
15222143	26400	25608
15906573	11440	10190
25796409	17820	17820 (no change until CY08)

Model Year: 2008
 Supplier Contact: Allison St. Clair
 Supplier Quote Dated: 10/18/2007 which is referenced for pricing and technical purposes only.
 Buyer's Terms and Conditions apply.
 Contract Duration : AN+SPO

Clipton Marshel Vas for Beth Loughrige
 10/18/2007

=====
 Nov. 6, 2007
 CONTRACT AMENDMENT ISSUED TO IMPLEMENT SUPPLIER NEGOTIATED REDUCTION OF
 PIECE PRICE FROM 26,400 JPY TO 24,459 JPY EFFECTIVE JANUARY 1, 2007.
 -- JP FORRESTER FOR BUYER 410, BETH LOUGHRIGE

=====
 Description : Mar 26th, 2008
 Contract amendment issued to capture the savings as below:
 I) To capture the missing savings in 'GM de MX' contracts of PN 25796408,
 which was achieved through supplier negotiation in CY07
 II) To correct the typo in 'GMC' contracts of PN 25796408, by correcting contract
 price from JPY24,559 to JPY24,459 effective 01-Mar-2007. This was a typo made by

Standard Blanket Contract Number: 0R6D0012

Amendment Number: 000

Part Number: 000000020871375

JP Forrester before when updating contracts in Nov 2007

III)To capture the 3% annual price reduction for CY08 effective on 01-Apr-2008 for all contracts of PN 25796408 and PN 25866508.

LBE-----	PN-----	Old Price-----	New Price----	Effe. Date
GM de MX---	25796408---	JPY26,400.00----	JPY24,459.00----	01-Mar-2007
GM de MX---	25796408---	JPY24,459.00----	JPY23,725.00----	01-Apr-2008
GMC-----	25796408---	JPY24,559.00----	JPY24,459.00----	01-Mar-2007
GMC-----	25796408---	JPY24,459.00----	JPY23,725.00----	01-Apr-2008
All LBEs----	25866508---	JPY24,459.00----	JPY23,725.00----	01-Apr-2008

Affected P/N(s) : 25796408, 25866508
Piece Price Impact/Currency : (-) \$ 1941.00 JPY Effect 3/1/2007
Supplier Contact : Allison St. Clair

Requested by Karen Chi for Beth Loughrige (410)
Processed by Sandra Srinivas
3/26/2008

=====

EWO #: DHALG-894345
EWO Description:
Apr 7th, 2008
Contract issued to implement EWO#DHALG-894345, which was issued for MY09 GMT926/936/946 to cancel the currently released MY09 part numbers and replace them with new 09MY part numbers (for Middle East and Europe).
Prog.:GMT926/936/946,MY09
Piece Price Impact: Zero
Tooling Impact: Zero

Affected PNs: (old) 25796408/25796409
(new) 25962213/25962214

Karen Chi for Beth Loughrige 410

Old P/N New P/N
25796408 25962213
25796409 25962214

Piece Price Impact/Currency: 0
Part Description: DISC-NAVN DATA
Model Year: 2009
PPAP Date: 4/7/2008
Supplier Contact: Allison St. Clair
Supplier Memo Dated: 3/24/2008 which is referenced for pricing and technical purposes only. Buyer's Terms and Conditions apply.
Contract Duration: an + spo
Reductions/Effective Date:
3% 4/1/2009

Requested by Karen Chi for Beth Loughrige (410)
Processed by Pamela George
04/07/2008

=====

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Standard Blanket Contract Number: 0R6D0012

Amendment Number: 000

Part Number: 000000020871375

Description: Apr 14th, 2008

Contract amendment issued to modify MY10 pricing as per Aisin request dated 09-Apr-2008 by Allison St. Clair as follows:

PN	Current MY10 price	New MY10 price	Effe. Date
25958590	JPY23,013.25	JPY23,013.00	01-APR-2009
25962213	JPY23,013.25	JPY23,013.00	01-APR-2009
25962214	JPY16,766.45	JPY16,766.00	01-APR-2009

Affected P/N(s): 25958590, 25962213, 25962214

Part Description: DISC-NAVN DATA

Supplier Contact: Allison St. Clair

Supplier Memo Dated: 4/9/2008 which is referenced for pricing and technical purposes only. Buyer's

Terms and Conditions apply

Requested by Karen Chi for Beth Loughrige (410)

Processed by Andrea Kotapalli

04/14/2008

=====
Cost reduction from the supplier effective (retroactive) from 1-Jan-2008.

Affected P/N(s): 25796408, 25796409, 25847541, 25853487, 25866508, 25880099, 25956245, 25956691, 25958590, 25962213, 25962214

Andrea Kotapalli for Beth (l)Loughrige, Ling Wang

11/21/2008

=====
EWO #: 1085236-DYKPJ

Program: GMT926/36/46

Supplier contact: AISIN AW CO LTD - Allison St. Clair

Supplier Quote Dated: 4/3/2009 which is not incorporated but is referenced for administrative purposes only.

Notes:

10MY LAUNCH Navigation Map Disc for GMT926/36/46 Middle East

first 3% LTA effective April1st,2010

Andrea Kotapalli for Laura Zimmerman, Requested by Grace Su

04/16/2009

Terms & Conditions:

Longterm Agreement Eff 10/03

This Period effective from 16-Apr-2009 through 31-Mar-2010

Contract Line Item Page: 5 of 6
Standard Blanket Contract Number: 0R6D0012
Amendment Number: 000

Issue Date: 17-Apr-2009

Part Number: 000000020871375

Freight Terms:
Payment Terms:

Collect
(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms:
Delivery DUNS:
Ship From DUNS:
Daily Capacity:
Hours Per Day:
Price Type:

Free Carrier (FCA)
00196145809
00196145809
650
16
Expendable

Price Composition:
The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in **JPY**

Base Price: 22,557.000000

Total Price:	22,557.000000
UOM:	PIECES

Receiving Plants and Percentage of Plant Requirements:
The quantity of goods to be purchased under this contract is based on Buyer's requirements. Any forecasted quantity that may be given to Seller is an estimate, for planning purposes only. Actual quantities to be purchased will vary and will be set forth in delivery schedules.

As scheduled 100 %

Terms & Conditions:

This Period effective from 01-Apr-2010 through 31-Mar-2011
--

Freight Terms:
Payment Terms:

Collect
(88) MNS-2, On average, payment shall be made on the second day of the second month following Buyers receipt date of goods or services.

Delivery Terms:
Delivery DUNS:
Ship From DUNS:
Daily Capacity:

Free Carrier (FCA)
00196145809
00196145809
650

Standard Blanket Contract Number: 0R6D0012

Amendment Number: 000

Part Number: 000000020871375

Hours Per Day:

16

Price Type:

Expendable

Price Composition:

The Total Price is composed of Base Price plus any Base Material costs, Price Component costs and any applicable taxes.

All Prices are expressed in *JPY*

Base Price:

21,880.000000

Total Price:

21,880.000000

UOM:

PIECES

Receiving Plants and Percentage of Plant Requirements:

The quantity of goods to be purchased under this contract is based on Buyer's requirements. Any forecasted quantity that may be given to Seller is an estimate, for planning purposes only. Actual quantities to be purchased will vary and will be set forth in delivery schedules.

As scheduled

100 %

Terms & Conditions:

CONTRACT ATTACHMENT



General Motors Corporation

Contract Header Number: 0R6D0

Contract Terms & Conditions: Short Description

Detailed Description

Invoices - GM Corporation

DO NOT SEND INVOICES FOR PRODUCTION PART SHIPMENTS. Invoices for production part shipments are not required for payment processing. INVOICES ARE REQUIRED FOR PAYMENT OF ALL TOOLING AND SERVICE CONTRACTS. Invoices for CONTRACT SERVICES must reference the contract number and be accompanied by a copy of the contract. INVOICES FOR TOOLING may be submitted only after full production sample approval has been received and all such invoices must be accompanied by the following: copy of applicable tooling contract(s), copy of approved sample part inspection report(s), and Seller's input of tooling information into the tool management module located in GQTS. To ensure proper payment processing, your invoice for contracts for tooling must be submitted to:

For Legal Business Entity 'General Motors Corporation'
General Motors Corp.
Manual PO Support Workgroup
PO Box 63070
Phoenix, AZ 85082-3070

Language --English

All communications with Manufacturing, Engineering, Sales or Receiving/User locations must be in the Receiving/User location's native language. When Receiving/User locations utilize multiple languages, the communications must be in English unless otherwise directed. Examples of documents which must be submitted in the appropriate language include, but are not limited to, PPAP Documentation, Supplier Warrants, Shipping Labels, Capability Studies and Data.

Right to Audit

Seller grants to Buyer access to all pertinent information, including, but not limited to, books, records, payroll data, receipts, correspondence and other documents for the purpose of auditing sellers charges under this contract. Seller will preserve these documents for a period of 1 year after the final payment under this contract. In addition, all work, materials, inventories and other items provided under this contract must be accessible to Buyer, including, but not limited to, parts, tools, fixtures, gages and models. Seller will segregate its records and otherwise cooperate with Buyer so as to facilitate the audit.

Longterm Agreement Eff 10/03

Special Term: Long Term Contract

The term of this contract is for the period(s) of purchase indicated in the Line Item Notes on the face of this contract.

The price(s) for the goods are set forth in the Line Item Notes of this contract. No adjustments will be made for increases in Seller's costs, including, but not limited to, increases in the costs for labor, material or overhead

Seller shall assure that the goods remain competitive in terms of price, technology, design and quality with similar goods available to Buyer. If, in the reasonable opinion of Buyer, the goods do not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which another product is more competitive with respect to price, technology, design or quality. If, within 30 days, Seller does not agree to immediately sell the goods at a competitive price, or, if applicable, with comparable technology, design or quality, Buyer may terminate this contract and purchase from another supplier without liability to Seller. In consideration for this, during the term of this contract, Buyer will not exercise its rights under Paragraph 13 ('Termination for Convenience'), except for terminations due to program cancellations or modifications.

Buyer and Seller will use their best efforts to implement cost savings and productivity improvements to reduce Seller's costs, with the understanding that the savings (after financing) will be shared as follows: (i) Savings resulting from ideas generated solely by Buyer (including savings resulting from the reduction in the content of the goods) shall be for the sole benefit of Buyer and (ii) savings resulting from ideas generated by Seller shall be shared in accordance with Buyer's policy in effect at the time the suggestion is presented to Buyer. To see Buyer's current supplier suggestion program go to <https://www.gmsupplypower.com/apps/supplypower/NASApp/spcds/CDSRetrieval?lob=purchase&subnav=library&togglefolder=6376>

GM Right To Material Resale

Where Buyer and Seller agree to place selected parts in Buyer's Material Resale programs, Seller shall utilize only materials obtained through the Material Resale Programs for its production of goods for Buyer. Failure to comply with any of the requirements of the Material Resale Programs, including the right to evaluate and the option to purchase offal from the production of these goods, shall be a breach of Seller's obligations under this contract

Insurance-US Coverage

Special Term (U.S.) - Insurance

For purposes of this Agreement, the insurance coverages required under Paragraph 17 ('Insurance') of the General Terms and Conditions are as follows: (a) Workers' Compensation: statutory limits for the state(s) in which this contract is to be performed (or evidence of authority to self insure) (b) Employer's Liability: \$500,000 each accident for bodily injury by accident and \$500,000 each employee for bodily injury by disease (c) Commercial General Liability covering liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract: \$5,000,000 each occurrence and (d) Automobile Liability (including owned, non owned and hired vehicles): \$5,000,000 each accident.

Special Term (US) - Government

Special Term (US) - Government Contracts

Buyer serves from time to time as a contractor for the United States government. If Seller is a U.S. entity, Seller shall comply with all federal laws, rules, and regulations that are applicable to Seller as a subcontractor of government contractors, including, without limitation, those relating to (1) equal employment opportunity (paragraphs (1) through (7) of section 202 of Executive Order 11246, as amended, 41 CFR 60-741.5, 41 CFR 60-250.5, and 41 CFR 60-300.5) (2) utilization of small and disadvantaged business concerns FAR subparts 52.219-8 and 52.219-9) (3) contracting with business concerns operating in areas of surplus labor (41 CFR 1-1.805) and (4) contracting with women-owned business concerns (Executive Order 12138).

Special Term (Us)-C-Tpat

Special Term (U.S.) - C-TPAT

For Seller's goods to be imported into the United States, Seller shall comply with all applicable recommendations or requirements of the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism ('C-TPAT') initiative (for information go to <http://www.cbp.gov/> and find the link to the C-TPAT section). At Buyer's or the Bureau of Customs and Border Protection's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance.

Supplier Quality & Development

Special Term - Supplier Quality and Development Inspection: (Paragraph 6 of General Terms)

The first sentence of Paragraph 6 shall be amended to read as follows: Seller agrees to participate in Buyer's supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time.

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Special Term - Supplier Certification of Compliance with Paragraph 25 of General Terms and Conditions (Compliance with Laws Employment/Business Practices)

By submitting a response to this Request for Quotation, Seller certifies that it has read, understands, and is in compliance with Paragraph 25 of the General Terms and Conditions (Compliance with Laws Employment/Business Practices).

1. ACCEPTANCE:

Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

2. SHIPPING AND BILLING:

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination (b) to route shipments in accordance with Buyers instructions (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract (d) to provide with each shipment packing slips with Buyers contract and/or release number and date of shipment marked thereon (e) to properly mark each package with a label/tag according to Buyers instructions (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyers instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyers instructions and the carriers requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyers Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer and (b) to accept payment by electronic funds transfer. The payment date is set forth in the Line Item Detail of this contract, or if not stated, shall be the date established by Buyers Multilateral Netting System (MNS-2), which provides, on average, that payment shall be made on the second day of the second month following, in the case of the Buyers North American facilities, Sellers shipment date of goods or date of services, and, for all of Buyers other locations, Buyers receipt date of the goods or date of services. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract.

3. DELIVERY SCHEDULES:

Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyers schedules. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyers delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. PREMIUM SHIPMENTS:

If Sellers acts or omissions result in Sellers failure to meet Buyers delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Sellers sole expense.

5. CHANGES:

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance with Paragraph 31.

6. SUPPLIER QUALITY AND DEVELOPMENT INSPECTION:

Seller agrees to participate in Buyers supplier quality and development program(s) and to comply with all quality requirements and procedures specified by Buyer, as revised from time to time, including those applicable to Seller as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Sellers facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyers inspection of the goods, whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

7. NONCONFORMING GOODS:

Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Sellers instructions at Sellers risk. Sellers failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyers option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyers right to assert any legal or equitable remedy, or relieve Sellers responsibility for latent defects.

8. FORCE MAJEURE:

Any delay or failure of either party to perform its obligations shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Sellers labor contract(s). If requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

9. WARRANTY:

Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyers intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall apply.

10. INGREDIENTS DISCLOSURE SPECIAL WARNINGS AND INSTRUCTIONS:

If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods (b) the amount of all ingredients and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer.

11. INSOLVENCY:

Buyer may immediately terminate this contract without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller (b) filing of a voluntary petition in bankruptcy by Seller (c) filing of any involuntary petition in bankruptcy against Seller (d) appointment of a receiver or trustee for Seller or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorneys or other professional fees.

12. TERMINATION FOR BREACH OR NONPERFORMANCE SALE OF ASSETS OR CHANGE IN CONTROL:

Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties (b) fails to perform services or deliver goods as specified by Buyer (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach. In addition, Buyer may terminate this contract upon giving at least 60 days notice to Seller, without liability to Seller, if Seller (i) sells, or offers to sell, a

material portion of its assets, or (ii) sells or exchanges, or offers to sell or exchange, or causes to be sold or exchanged, a sufficient amount of its stock that effects a change in the control of Seller.

13. TERMINATION FOR CONVENIENCE:

In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

14. INTELLECTUAL PROPERTY:

Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services. Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered 'works made for hire' to the extent that the works do not qualify as 'works made for hire.' Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein.

15. TECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract.

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16. INDEMNIFICATION:

If Seller performs any work on Buyers premises or utilizes the property of Buyer, whether on or off Buyers premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorneys and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Sellers performance of work or use of Buyers property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

17. INSURANCE:

Seller shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Seller shall furnish to Buyer either a certificate showing compliance with these insurance requirements or certified copies of all insurance policies within 10 days of Buyers written request. The certificate will provide that Buyer will receive 30 days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Sellers furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

18. SELLERS PROPERTY:

Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ('Sellers Property') necessary for the production of the goods. The cost of changes to Sellers Property necessary to make design and specification changes authorized by Buyer shall be paid for by Buyer. Seller shall insure Sellers Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Sellers Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items provided, however, that this option shall not apply if Sellers Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

19. BUYERS PROPERTY:

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis (Buyers Property). Seller shall bear the risk of loss of and damage to Buyers Property. Buyers Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract shall be deemed to be personally shall be conspicuously marked by Seller as the property of Buyer shall not be commingled with the property of Seller or with that of a third person and shall not be moved from Sellers premises without Buyers prior written approval. Buyer shall have the right to enter Sellers premises at all reasonable times to inspect such property and Sellers records with respect thereto. Upon the request of Buyer, Buyers Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Sellers plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyers Property for work performed on such property or otherwise.

20. SERVICE AND REPLACEMENT PARTS:

Seller will sell to Buyer goods necessary for it to fulfill its current model service and replacement parts requirements at the price(s) set forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15 year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyers past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyers service part sales activities.

21. REMEDIES:

The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

22. CUSTOMS EXPORT CONTROLS:

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

23. SETOFF/RECOUPMENT:

In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.

24. NO ADVERTISING:

Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Sellers advertising or promotional materials.

25. COMPLIANCE WITH LAWS EMPLOYMENT/BUSINESS PRACTICES:

Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive worker treatment or corrupt business practices, in the supply of goods or provision of services under this contract. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance.

26. NO IMPLIED WAIVER:

The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

27. NON-ASSIGNMENT:

Unless otherwise specifically prohibited by applicable law, Seller may not assign or delegate its rights or obligations under this contract without Buyer's prior written consent.

28. RELATIONSHIP OF PARTIES:

Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. GOVERNING LAW JURISDICTION:

This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyers option, in the court(s) having jurisdiction over Buyers location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over the location of Buyer from which this contract is issued.

30. SEVERABILITY:

If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

31. ENTIRE AGREEMENT:

This contract, together with the attachments, exhibits, supplements or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

Tooling Cost Reimbursement

Special Term - Tooling Cost Reimbursement

Buyer shall reimburse Seller the lesser of (i) the amount specified in this contract, or (ii) Seller's actual costs for purchased materials and services (including purchased tooling or portions thereof), plus Seller's actual direct cost for labor and overhead typically associated with tool construction. Seller shall establish a reasonable accounting system that readily enables the identification of Seller's cost. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any claim of Seller for tooling.

EXHIBIT B-5



GSN Mailbox System



SupplyPower

bonivflp - Receive file(s)

Mailbox

- Send a File
- Receive File(s)
- View Files Sent
- Mailbox
- Help

View All | View B |
View C

Download
Selected
Delete Selected

Download All Back Next 1 to 100 of 239

From	File Name	File Desc	Date Sent	Expires	Select De-Select
WWP CTRT	**C-1HMNO-00H-004.pdf	000000025	2009_04_29	2009_07_28	<input type="checkbox"/>
WWP CTRT	**C-1HMNO-00N-001.pdf	000000020	2009_04_29	2009_07_28	<input type="checkbox"/>
WWP CTRT	**C-0R6D0-00V-004.pdf	000000025	2009_04_29	2009_07_28	<input type="checkbox"/>
WWP CTRT	**C-0R6D0-013-001.pdf	000000020	2009_04_29	2009_07_28	<input type="checkbox"/>
WWP CTRT	**C-0WNPO-00P-004.pdf	000000025	2009_04_29	2009_07_28	<input type="checkbox"/>
WWP CTRT	**C-0WNPO-010-001.pdf	000000020	2009_04_29	2009_07_28	<input type="checkbox"/>
WWP CTRT	**C-1HMNO-00N-000.pdf	000000020	2009_04_27	2009_07_26	<input type="checkbox"/>
WWP CTRT	**C-0WNPO-010-000.pdf	000000020	2009_04_27	2009_07_26	<input type="checkbox"/>
WWP CTRT	**C-0R6D0-013-000.pdf	000000020	2009_04_27	2009_07_26	<input type="checkbox"/>
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WWP CTRT	**C-1HMNO-00J-003.pdf	000000025	2009_04_24	2009_07_23	<input type="checkbox"/>
WWP CTRT	**C-1HMNO-00G-005.pdf	000000025	2009_04_24	2009_07_23	<input type="checkbox"/>
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WWP CTRT	**C-0R6D0-00X-003.pdf	000000025	2009_04_24	2009_07_23	<input type="checkbox"/>
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WWP CTRT	**C-0WNPO-00Z-000.pdf	000000020	2009_04_17	2009_07_16	<input type="checkbox"/>
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WWP CTRT	**C-0WNP0-00W-000.pdf	000000020	2009_03_02	2009_05_31	<input type="checkbox"/>
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WWP CTRT	**C-1ZJZ0-003-004.pdf	000000025	2009_02_24	2009_05_25	<input type="checkbox"/>
WWP CTRT	**C-1HMN0-00H-003.pdf	000000025	2009_02_24	2009_05_25	<input type="checkbox"/>
WWP CTRT	**C-1HMN0-00G-004.pdf	000000025	2009_02_24	2009_05_25	<input type="checkbox"/>
WWP CTRT	**C-0WNP0-00P-003.pdf	000000025	2009_02_24	2009_05_25	<input type="checkbox"/>
WWP CTRT	**C-0WNP0-00N-004.pdf	000000025	2009_02_24	2009_05_25	<input type="checkbox"/>
WWP CTRT	**C-0R6D0-00V-003.pdf	000000025	2009_02_24	2009_05_25	<input type="checkbox"/>
WWP CTRT	**C-0R6D0-00T-004.pdf	000000025	2009_02_24	2009_05_25	<input type="checkbox"/>
WWP CTRT	C-1ZJZ0-003-003.pdf	000000025	2009_02_23	2009_05_24	<input type="checkbox"/>
WWP CTRT	C-1HMN0-00H-002.pdf	000000025	2009_02_23	2009_05_24	<input type="checkbox"/>
WWP CTRT	C-1HMN0-00G-003.pdf	000000025	2009_02_23	2009_05_24	<input type="checkbox"/>
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From	File Name	File Desc	Date Sent	Expires	Select De-Select
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From	File Name	File Desc	Date Sent	Expires	Select De-Select
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WWP CTRT	**C-0R6D0-00H-000.pdf		2007_02_28	2007_05_29	<input type="checkbox"/>
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WWP CTRT	**C-0R6D0-009-004.pdf	000000010	2006_11_18	2007_02_16	<input type="checkbox"/>
WWP CTRT	**C-0WNP0-008-004.pdf	000000010	2006_11_18	2007_02_16	<input type="checkbox"/>
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WWP CTRT	**C-0WNP0-008-003.pdf	000000010	2006_09_04	2006_12_03	<input type="checkbox"/>
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WWP CTRT	**C-0R6D0-009-003.pdf	000000010	2006_09_04	2006_12_03	<input type="checkbox"/>
WWP CTRT	**C-1NJ70-000-000.pdf	000000015	2006_09_03	2006_12_02	<input type="checkbox"/>
WWP CTRT	**C-1HMN0-002-002.pdf	000000015	2006_07_28	2006_10_26	<input type="checkbox"/>

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