Crowell & Moring LLP 590 Madison Avenue, 20th Floor New York, New York 10022 (212) 223-4000 Steven B. Eichel, Esq. (seichel@crowell.com)

Attorneys for Winkelmann Sp. z.o.o

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

)

)

In re:

GENERAL MOTORS CORP., et al.,

Debtor.

Case No. 09-50026 (REG)

(Jointly Administered)

OBJECTION OF WINKELMANN SP. Z.O.O TO NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND (II) CURE AMOUNTS RELATED THERETO

Winkelmann Sp. z.o.o ("Winkelmann") hereby objects (the "Objection") to the Notice of (i) Debtors' Intent to Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Real Property and (ii) Cure Amounts Related Thereto (the "Cure Notice"), and respectfully states as follows:

1. On June 1, 2009 (the "Petition Date"), General Motors Corporation and several of its affiliates (collectively, the "Debtors") filed voluntary petitions for relief under Chapter 11 of Title 11 of the United States Code (as amended, the "Bankruptcy Code").

2. On the Petition Date, the Debtors filed a Motion Pursuant to §§ 105, 363(b), (f), (k) and (m), and 365 of the Bankruptcy Code to (I) Approve the (A) Sale Pursuant to the Master Sale and Purchase Agreement with Vehicle Acquisition Holdings, LLC, a U.S. Treasury-Sponsored Purchaser, Free and Clear of Liens, Claims, Encumbrances, and Other Interests; (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (C) Other Relief; and (II)

Schedule Sale Approval Hearing (the "Sale Motion").

3. On June 2, 2009, the Court entered an order relating to the Sale Motion, which, *inter alia*, established certain procedures for the Debtors to give affected parties notice that the Debtor intended to assume their executory contracts and/or unexpired leases, as well as the amounts the Debtors believed were required to "cure" defaults under those contracts and leases, as required by § 365(b) of the Bankruptcy Code (the "Cure Procedures").

4. In accordance with the Cure Procedures, the Debtors were to serve the Cure Notice upon the non-Debtor parties to the Debtors' executory contracts. The Cure Notice provides that objections to the proposed assumption and assignment of the assumable executory contracts, including objections to cure amount, were to be received no later than 10 days after the Cure Notice, which was dated June 5, 2009. However, the Cure Notice was sent to Winkelmann's parent company, Winkelmann Group GmbH & Co. KG ("Winkelmann Group"), in Ahlen, Germany, and was not received by Winkelmann Group until June 24, 2008, nine days after the deadline to file an objection. Subsequently, on June 30, 2009, Winkelmann Group received a second Cure Notice.

5. Attached to the first page of both the Cure Notices is a specific user id, password, and vendor id (collectively, the "Password") specific for each vendor so that each vendor can review the specific contract information relating to them. Without the Password, Winkelmann could not review the Debtor's proposed treatment and cure amount of its contracts that are to be assumed. Thus, the first possible day that Winkelmann could have reviewed the Debtor's proposed treatment of its contracts and proposed cure amount was June 24, 2009. Based on the above, Winkelmann objects to the Cure Notice on the ground of lack of due process because Winkelmann did not receive the Cure Notice prior to the deadline to object to the Debtor's Cure Notice. In any event, Winkelmann is submitting this objection within ten days of its receipt of the Cure Notice. As a result, there should be no issue about the timeliness of this Objection. Moreover, the purchaser is not harmed by the filing of

2

the Objection because the closing on the sale of the Debtor's assets has not occurred.

There may also be an issue as to whether the Cure Notice was timely served. The
 Debtor's call center has informed the undersigned counsel that a Cure Notice was sent on June 15,
 2009. However, the call center was unable to advise whether the Cure Notice that was sent on June 15,
 2009 was the first or second Cure Notice.

7. Winkelmann Group operates an affiliate in Poland, Winkelmann, which manufacturers various engine components for the automotive industry, such as dampers and flex-plates. Winkelmann entered into contracts with General Motors Corporation and certain affiliated entities. The website <u>www.contractnotices.com</u> (the "Website") identifies certain contracts to be assumed and proposed cure amounts with respect to these contracts. Winkelmann recognizes certain of the contracts listed on the Website, but does not recognize other contracts that are listed.

8. Winkelmann does not object, per se, to the assumption and assignment of its contracts to the purchaser of the Debtor's assets. Winkelmann does object, however, to the Debtors' proposed cure amounts because (i) the aggregate amount is incorrect and (ii) without further discussions between the Debtor and Winkelmann, Winkelmann can not determine the accuracy of the Debtor's proposed cure amounts because it does not have the necessary documentation, including documentation reflecting the SGM numbers, to verify the Debtor's proposed cure amounts. Based on Winkelmann's books and records, it disagrees with the proposed cure amount. The cure amount owed to Winkelmann is 2,965,657.52 Euros. A summary of the amounts due to Winkelmann is attached hereto as Exhibit A.

9. In contrast, the Debtors assert that Winkelmann owes the Debtors a total of \$2,334,583.42, which appears to include a claim for 3,015,732.34 Euros for an alleged and disputed breach of contract. It is unclear whether the contract that purports to be breached is a contract with the Debtor or a non-Debtor affiliate. The website does not identify the applicable contract.

10. Winkelmann is prepared to confer in good faith to try to resolve the issues regarding the

3

outstanding cure amounts.

11. Winkelmann further objects to the adequacy and accuracy of the information on the Website because there is at least two tooling agreements with the Debtor that are not identified on the list of contracts to be assumed.

12. Winkelmann reserves (i) all of its rights and remedies under 11 U.S.C. §365 in this case and (ii) its right to supplement this Objection and amend its Cure Amount, including any postpetition performance by Winkelmann that gives rise to additional amounts owed under the contracts.

13. Notwithstanding the foregoing, Winkelmann further reserves its rights, in the event that the contracts are not assumed, to assert any claims for damages, which claims may include all amounts allowable under applicable law.

WHEREFORE, Winkelmann respectfully requests that the Court enter an order directing the Debtors (i) to identify the Winkelmann contracts with greater specificity; (ii) to assume and assign the Winkelmann contracts using Winkelmann's proposed cure amounts; and (iii) grant Winkelmann such other and further relief as this Court may deem just and proper.

Dated: July 2, 2009 New York, NY

CROWELL & MORING LLP

By: <u>/s/ Steven B. Eichel</u> Steven B. Eichel, Esq. 590 Madison Avenue, 20th Floor New York, New York 10022 (212) 223-4000 seichel@crowell.com

Attorneys for Winkelmann Sp. z.o.o

CERTIFICATE OF SERVICE

I hereby certify that on July 2, 2009, I caused to be electronically served using the ECF system which will send notification of the filing of the OBJECTION OF WINKELMANN SP. Z.O.O TO NOTICE OF (I) DEBTORS' INTENT TO ASSUME AND ASSIGN CERTAIN EXECUTORY CONTRACTS, UNEXPIRED LEASES OF PERSONAL PROPERTY, AND UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY AND (II) CURE AMOUNTS RELATED THERETO and I caused the same to be served by Federal Express on the following Parties:

Date: July 2, 2009

General Motors Corporation Cadillac Building 30009 Van Dyke Avenue Attn: Warren Command Center/Mailcode: 480-260-114 Warren, Michigan 48090-9025

Gordon Z. Novod Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, NY 10036

Michael L. Schein, Esq. Vedder Price P.C. 1633 Broadway, 47th Floor New York, NY 10019

John J. Rapisardi, Esq. Caldwalader, Wickersham & Taft LLP 1 World Financial Center New York, NY 10281

Joseph H. Smolinsky, Esq. Weil, Gotshal & Manges LLP 767 5th Avenue New York, NY 10153

Harvey R. Miller, Esq. Weil, Gotshal & Manges LLP 767 5th Avenue New York, NY 10153

NYIWDMS: 11148169_2

Signed: <u>/s/ Steven B. Eichel</u> Steven B. Eichel Eric Fisher Buzel Long 380 Madison Avenue, 22nd Floor New York, NY 10017

Diana G. Adams, Esq. Office of the US Trustee Southern District of New York 33 Whitehall Street, 21st Floor New York, NY 10004

Michael J. Edelman, Esq. Vedder Price P.C. 1633 Broadway, 47th Floor New York, NY 10019

Matthew Feldman, Esq. US Treasury 1500 Pennsylvania Avenue NW Room 2312 Washington, DC 20220

Stephen Karotkin Esq. Weil, Gotshal & Manges LLP 767 5th Avenue New York, NY 10153

	fördrungengm		1
Finanz-	und Rechnungswese	n	
von: Seidel		Datum:	12.06.2009
an: Herm Winkelmann		1997 - 19	
Zusammenfassung der Forderungen Gl	N		
1.) Tee Lin.; Werkzeugrechnung vom 10.03,2009			
Contract Nr. 1LF 10-001 RgNr. 50003	4	258.335,00 €	
2.) Jooling Werkzeugrechnung vom 9.06.2009 Contract Nr. 1LF 10-007 RGNr. 60009) (Vertragsauflösung)	290.360,00 €	
3.) Product clubiumia . Forderungen aus Entnahmen Lager CEVA alte Zahlungsbedingung, zum 2. des 2. Mo		282.830,70 €	
4.) Product de liverie Forderungen aus Entnahmen Lager CEVA neue Zahlungbedingung, Netto sofort	-	<u>720.331,52 €</u>	
	Summe der Forderungen:	1.551.857,22 €	
5.) Products in Lare 4. Im Lager CEVA liegende Warenbestände (Ende 23. KW 09)	ЦЗД 659.302.22 с	
	Summe:	2.211.159,44 €	
6.) Products in stock in Legnica vorhandene Warenbestände	at supplier	mot faken 754.498,08€	m
			1

fordrungengm

	Finanz- und Rec	chnungswesen		
von:	Seidel		Datum:	12.06.200
an:	Herrn Winkelmann			
Zusamme	nfassung der Forderungen GM	······································		
	rechnung vom 10.03.2009 Ir. 1LF 10-001 RgNr. 500034		258.335,00 €	
	rechnung vom 9.06.2009 Ir. 1LF 10-007 RGNr. 60009 (Vertrags	auflösung)	290.360,00 €	
	en aus Entnahmen Lager CEVA, ngsbedingung, zum 2. des 2. Monats		282.830,70 €	
	jen aus Entnahmen Lager CEVA, ungbedingung, Netto sofort		<u>720.331,52 €</u>	
	Summe	der Forderungen:	1.551.857,22 €	
5.) Im Lager	CEVA liegende Warenbestände (Ende 23.	KW 09)	<u>659.302,22 €</u>	
	Summe	:	2.211.159,44 €	
6.) in Leonic:	a vorhandene Warenbestände		754.498,08 €	

Nor.: 1



ING Bank Slavid S.A. Katowice Of Legnica Nr konta dewizowego: 49105015751000002206746535 92105015751000002206746634 Nr konta PLN: NIP: PL 6911994669. REGON: 012765041 Nr KRS 0000102032 Sad Rejonowy dla Wrocławka Fabrycznej we Wrocławia Zarząd: Heimrich Winkebaana

ORYGINAL/KOPIA-

WINKELMANN Sp. 2 o.o., ul. Jaworzyńska 277, 59-220 LEGNICA tel. 076 850-28-80 fuz. 076 850-88-34

Deta wystawienia: 10-3-2009 Data sprzedaży: 10-3-2009

Nabywca: General Motors Corp. Manual PO Support Workgroup PO Box 63 070 Phoenix, AZ. 85082-3070

Sorzedawce:

Faktura VAT

500034

POZ	INDEKS TOWARU	ILOŚĆ	NAZWA	CENA	WARTOŚĆ	P	ODATEK	WARTOŚĆ
		szt.	•	NETTO	NETTO			BRUTTO
Pos.	ArtNr	Stck.		(EUR)	(EUR)	STAWKA	KWOTA	(EUR)
Nr						%	(EUR)	
			Contract Nr. 1 LF 10-001					
			Copies		1. Sec. 1.			
			Contract Nr. 1 LF 10-001					• · · ·
			GPSC Supplier Quality					
			GP-9 Run at Rate Attachment A	ан. С				
	•	-	Run at Rate Summary					
			PPAP Worksheet (GM1411)			1 .		
	12606620		Toolingcost					
1.		1	Wykrawarka do koła GEN 4	97 511.56	97 511,56	22	21 462,54	118 964.1D
			A424/743			~	21 702,07	110 004,10
2.		1	sprawdzian do koła GEN 4	25 902.34	25 902.34	22	5 698,51	31 600.85
			A800/957				0 000,01	01 000,00
3.		2	Trzpienie mocujące w wyważarce	1 \$80,88	2 781.78	22	607,59	3 369,35
			A800/781,782					
4.		2	Trzpienie mocujące w wyważarce	1 380,88	2 781,76	22	607.59	3 369,35
	And the second		A800/859,860					
5.		2	Uchwyt magnelyczny do VAD 450	2 891,49	5 782,97	22	1 272,25	7 055,22
3			A410/679,680					
6.		- 1	Urządzenie wykrawające	15 576,14	15 576,14	22	3 426,75	19 002,89
		2	A424/750					
7.		1	Slempel	314,82	314,82	22	69,26	384,08
_			A421/672					•
8.		1	Narzędzie do prasy	3 508,65	3 508,65	22	771,90	4 280,55
			A800/1085					
9.		1.	Narzędzie do wykrawania	57 630,00	57 630,00	22	12 678,60	70 308,80
			A424/785		1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -			
•					1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -			•
						· ·		
Po	iatek VAT roz	licza nab	ywca	RAZEM	211 750,00	<u>x</u> .	46 585,00	258 335,00
				W TYM		2W.	0,00	-
_					-	0	0,00	-
	opiaty PLN sk					7	0,00	
1471	SZESCTUZ	v-biéc.«	lwa* PLN 0/100 GR		211 750,00	22,00	46 585,00	258 335,00
					L	NP.*	0,00	
	nin plainości:					1		
ecc	a day of the	second m	conth following	VAT W PLN	×	×	220 188,66	X

Podpis osoby uprawnionej do olrzymania faktury

kurs NBP z dnia 09.03.2009 4,7266

Podals osoby uprawnionej do wystawienia faktury

WINKELMANN 30 2 0.0 59-220 Legnica, ul. Jaworzyńska 277 1el. +48 76/860-88-00, fax +48 76/850-89-50 NIP 691 19-94-869, Regon 012765041

(4)

i

CONTRACT HEADER



General Motors Corporation

SUPPLIER NAME AND ADDRESS INFORMATION:

00366091606

DUNS Number: WINKELMANN SP ZOO UL JAWORZYNSKA 277 59-220 LEGNICA POLAND

Mailing Address Information:, UL JAWORZYNSKA 277 59-220 LEGNICA POLAND

Contraction of the International States of the International States		
	Contract Header Number:	1LF10
seller shall sell and bu In the line item detail o therein. Terms and co or in addition to the pro buyer, are expressly re contract. Any modifica	the exclusive terms and conditions under which yer shall purchase the goods or services described f this contract for the period(s) specified notifications proposed by seller which are different from pyisions of this contract are unacceptable to spected by buyer, and shall not become a part of this tion of this contract shall be made only in rovisions of paragraph 31 of the contract terms and	

Contract Line Item Page: 1 of 2 Standard Spot Buy Contract Number:

t

1LF10001

Amendment Number: Part Number: Issue Date: 15-Dec-2006

000 000000012606620

LINE ITEM DETAIL for TOOLING CONTRACT

General Motors Corporation

1115 Citio	Item is effective from	13-Dec-2006	through	13-Dec-2009		
art Description: Amendment Reason;		-A/TRNS FLEX New Parts				al an
Manufacturing DUNS	Number:					-
0366091606	•					• • •
WINKELMANN SP ZO		•		• •		
JL JAWORZYNSKA 2 59-220 LEGNICA	77					
POLAND			•	•		
	•					· .
2	•					. '
3uyer Name: Rodarte, Antero						
	M33					
•	+52 555901 3774					
	+52 555901 3571		,			
•	•					
fooling Capacity:	1,0	50		· .		
Fooling Capacity Hor			•			
Hazardous Material I	ndicator: N					,
in the state of						
Line Item Notes:			*============			
This contract replaces	1LF10-000 due WO CC	XBFC				· •
~ · · · · ·						
	t to cover the cost of spe	acial permanent to	oois, ches,			
pallems, and/or molde àecessa	iry to produce part numb	er part descriptie	20 20 00		•	
follows:	ay to broad of barr theme	er, pair descripine		•	•	•
			• .			
New P/N: 12606620						
Capacity (pcs/hr): 1,0	50,000/24	•				•
Price Type : Bulk					•	
Supplier Contact: Hel						
Supplier Memo Date	d: 2/21/2006				•	
Physical Location of T Detailed Tooling Brea	ooling (city & state): Le	jnica, Poland	• • •			· · · ·
		lon	- -	•		
Tooling Cost						
Tooling Cost						
\$ 23,000.00	Stamping (flexplate)					
	Stamping (flexplate) Machining		•			

Contract Line Item Page:

Standard Spot Buy Contract Number:

1LF10001

2 of 2

Amendment Number: Part Number: Issue Date: 15-Dec-2008

000 0000012606620

\$ 8,625.00--Machining \$ 34,500.00-Stamping \$ 17,700.00--Forming \$ 17,700.00--Machining \$ 17,700.00-Heat treatment \$ 39,000.00-Stamping (holes) \$ 11,500.00--Balance \$ 15,700.00--Final checking fixtures

\$211,750.00-----Total Tooling Cost

Total Tooling Cost/Currency: \$211,750.00 EUR

Supplier is Required to Mark all General Motors Tools with the GM Identification Tags.

Processed by Rafael Morado for M33 Antero Rodarte 12/13/2006

Terms and Conditions:

Freight Terms: Payment Terms:

Delivery Terms: , Delivery DUNS: Ship From DUNS: Price Type 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. Free Canter (FCA) 00366091606 00366091606 Bulk

2.12. Mts.

Price Composition:

The Total Price is composed of Base Price plus any applicable taxes.

All Prices are expressed in EUR
Quantity:
Base Price:
211,750.000000

Total Price:			,		211,750.000000
UOM:	LOT			-	
				• .	

Terms & Conditions: C4

GM

GPSC Supplier Quality GP-9 Run at Rate Attachment A Run at Rate Summary

Supplier Name:	Winkelmann Sp. zo.o.	Date:	23.05.2008
Supplier / DUNS No.:	366091608	Part name:	Flexplate GEN 4
Plant Location Country:	PL	Part number:	12606620
Program:		Drawing Date:	06.03.2008
Model Year:	2009	Eng. Change Level:	4

Part	Daily MMDB	Dally Co	ntracted	Ru	n at Rate Resu	ilts		PPAP	Status
Number	LCR	Capacity	Hours	Final Op.	Constraint	Duration	Full	Saleable	Non-Saleable
12606602	1050000	5170	20	2460	2100	Phairs			Ċ
								D	
				•				D	
•							D		Ö,
Total:	1.					•	1. '		

se additional péges if required.
 Supplier Monitored

·				
N A	n		Monitored	
BXI		nor.	Nanalingan	
1/2/1	- CHBIUR			
· · · · · ·				

	Yes	NO
Has the Process Control Plan Audit (Attachment GM1927-16) passed and is it attached?	Ø	
Has the Capacity Analysis (Attachments GM1960 - C, C1, C2, and/or C3) passed and is it attached?	\square	
Has the subcontractors' ability to meet the capacity and quality requirements been confirmed in writing by the subcontractor prior to the Run at Rate?	\mathbf{M}	
Do the parts produced meet customer's quality requirements as stated in PPAP?	\square	

.

_		
$ $ \mathbb{N}	<u>Z</u>	PASS
		STAGED - Supplier is meeting the approved gradual introduction of contracted capacity
]	CUSTOMER FAIL - Supplier met contracted capacity but Daily Contracted capacity < Daily MMDB LCR
. Ľ	-	PENDING PPAP - Supplier met Run at Rate requirements but PPAP status is "Non-Saleable"
ĪĒ	1	FAIL - Supplier failed the Process Control Plan Audit, failed to demonstrate ability to produce contracted
		capacity, or failed to provide subcontractors written verification
C	om	ments:

Follow up scheduled:

- Bulacafe	ADELA PAWLACŻYK	48660081523 06.06:2	008
Supplier Signature	Print Name	Phone Number Date	
		•	18 <u>-</u>
ano	KR2YS2TOF PEAC2EK	+48668466120 04.06.20	<u>208</u>
SQE Signature	Print Name	Phone Number Date	
ØGenäral Motors Coro	Dutstaland two PDFC		.*

©General Motors Corp. GM 1960-A March 2005

	GM PPAP WORKSHEET	(GM 1411)		99 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 19	in de velt 1 d'aux d'aux en accommenda de 1963		
Π	SUPPLIER NAME: Winkelmann S		PART NAM	AE:	<u></u> F	lexplate	
	SUPPLIER MFG DUNS CODE:		PART #:			06620	
IJ		8/2008					
周		28/2008	EWO #/	E2 #;	DCDLW		
2	APPLICATION: Gen 4		ECL:		DATE:		
ľ,		85 kg				· .	
	SAMPLE #: 3 INSP/SQE: A.W.		0	PPAP Activity	Code #:	<u></u>	
H		·			- 		
Customer	Section 1 Master Status Master Status: Select status being requested						SN
1	Lab Status: Enter appropriate status for each	ab (A=Approved, S=					NID
5	DIM/STAT: S FUN/DUR: A APP/COL:	NH MTL:	<u> </u>	IMDS: S	MTCH:		NA
Γ	Section 2 Supplier Performance and Validation	n Regulrements (r	squired unis	as otherwise ap	ecified in the		
	commodity-specific SOR (Item 1, 2, OR 3 must be						
L	1. Performance/Validation requirements met, sig		60 submitted	j in package	Yes:		N/A: na 🗤
Ē	2. Performance/Validation requirement items 1 8				Yes:	No:	
B	3. Performance requirements NOT fully met; sta				Yes:	Υ	
þ	* GM Release Director AND Validation Director signa	lure required: may van	v per region				
	GME: If Supplier's Validation is not complete, the Supplier Val	idation plan with status an	d timing must t	attached			
	NAVO: For "Approved Status", Action Plans specified below a completed as indicated and a signed GM 3660 accepted by it	nd detailed on Engineerin	g's 5-Phase Ac	Non Plan CG180, m Engineer	ust be		-
٩_						· · · · · · · · · · · · · · · · · · ·	
Ł	Section 3 Action Plans - MUST be completed	- Additional sheet	s attached a	s necessary		_	
1	ISSUES: List Lab and ALL Driver Codes that	ACTION PLANS to r	each Approv	ed PPAP and O	wner for each	Comp. Date:	GP-12 Plan
1	apply with explanation for each:		······································				
					·		
Į.	View F, R 6: Is R 10	change drawing				Jan 31/08	Yes
1	Stamp GM Trademark: is - mark trade mark	change drawing				Jan 31/08	Yes
	Stamp Engine side ; is- mark engine side	change drawing	,			Jan 31/08	Yes
I	Elch parl number : is - part number	change drawing		-		Jan 31/08	Yes
1	Elch date & supplicode : is - dale & supplicode	change drawing				Jan 31/08	Yes
I	dia: 319 +/- 1 : ls - 316,00	change drawing				Jan 31/08	Yes
١.	dia 126 +/-1 : is - 111 llat	change drawing				Jan 31/08	Yes
Ħ	día 121 +/- 1 : is - 110 flat	change drawing	•			Jan 31/08	Yes
l	HRC 43 min : Is HRC 30 min	change drawing		· · ·	•	Jan 31/08	Yes
ľ			/			<u> </u>	.*
1				•			
1			•				
1		1		<u> </u>	-		
	CQI 9 selfaudit to be done by Jan 2008	· · · /		4			
1	Magatlux results to be submitted by Nov 7	/ 07					
Į	additionalPPAPdocumention to be provided	to Richard Sun, (GM, by No	v. 6/07			
4				· •			
	SUPPLIER (Authorized signature):	the state of the s		~ `		PHONE: 4915	118024290
	NAME AND TITLE (Print):	Himmeroder, Plan	fMgr.\	-		FAX: +49238288	
·	PART SUBMISSION WARRANT MUST BE INCLUDED WITH CUSTO	HER APPROVALS WORDER	TO PROCESS Y	OUR REQUEST AND S	SEND TO THE PROD		
ľ		GNATURE		ME (Print)		PHONE	DATE
	(as applicable)	~		····		1	
1	Supplier Quality Engineer:	R. Sum	Die	hard Sun	248	-155-3110	10/30/07
	Supplier Quality Director:	Chief John	,			<u> </u>	/
ł	Product Engineer (DRE):	. O Colla	Par	ul Gelazin	2400	1210021	10/30/07
	Validation Engineer.	my crycer			24820	121227	THEORY
ł	B Release Director:		,	• •			
·	Validation Director:				·····		
	LAB / Material Engineer:	7				7-4603	10 10 1
		some he	Len Ug	aial Wilson	646 41	1-7605	10/30/0
	Appearance / Paint Engineer:	· · · · · · · · · · · · · · · · · · ·					
	OTHER (Buyer, Assembly Plant, etc.):						<u> </u>
	1						
	•	•		•			

Kople von GM_1411_PPAP_Worksheet_March_2005

.

: . .

-

Ì



GPCS Supplier Quality GP-9 Run at Rate Attachment C Capacity Analysis Summary

Supplier Name:	Winkelmann S	p. zo.o.	Date:	23.0	6.00	08	· · · · · · · · · · · · · · · · · · ·
Supplier / DUNS No .:	366091606		Part name:	Flexplat		1.4	
Plant Location Country	PL		Part number:	126066	20		
Program:			Drawing Date:	06.03.2	008		
Model Year:	2009		Eng: Change Level:	.4			
CAPACITY ANALYSIS 1. Has the "Process Flow D		all internal assembl	y and sub components lines)	Yes M	No D	N/A	Commente
3. Hes the service parts (aft	managed to olf-se er market) require	ment been factored.	illy for all non-constraint lines? Into the demand?	Ø	0	. V.	
4. Does the constraint open variation?	iquirement must in ation have sufficie	nt buffers (before & i	after sales) requirements) after) to isolate it from system	Ø	Ċ		······································
- Are the buffer profiles (- Part(s) buffer before o	controlled and doc onstraint: MiN	umented?	MAX <u>1050</u> MAX <u>1060</u>	, Q 	D		
 Space buffer after con Is offload/onload response 	straint: Insibility assigned	and itemized in ope	rator instructions?	Ö	M		Alla untried in
5. During the run at rate an example, under total cu	stomer requireme	nt, normal operating	shiits/hours, nomial part mix, el	, 🖸 ()	X		Duly Phoers
6. Were "Normally Schedul -Changeovers performe		certormed during the Shift 2	tin at rate analysis? Shift 3	· D.	2	Ľ.	
exceed the contracted of total customer requirem	apacity (including	normal service part	IFACTURING system meet or s (after sales) requirement) und	er ,	٦		
- "ALL CUSTOMERS" 1 Total <u>2.460</u> - "Run @ Rate STUDY"	Shift 1	1 Zo Shift 2	Shift 3				while Ashiff musi
Total <u>2460</u>	Shift 1 <u>3</u>	2160 Shift 2	Shift 3				-11
8. During the run at rate an exceed the contracted total customer requiren - "ALL CUSTOMERS"	capacity (including) normal service part	STRAINT operation meet or s (after sales) requirement) und	ег			
Total <u>2 A a o</u> - "Run @ Rate STUDY	Shift 1 Total Net Good I	2100 Shift 2 parts produced	Shift 3	4	- - 		Duby Astrif +
Total <u>2400</u> Result:	Shift 1 ; Pass	<u>2 A .co. co</u> Shift 2 [] Fall	Shift 3	Follow-up	date:		
		<u>Eplogia com</u>		18.668		<u> </u>	

Comments: ROA performed on and shift Aditional capacity on constraint operation [heathreatment] and ide on Saturabys-confirment by Workelmann

@General Motors Corp. - GM 1960 - C November 2004

2 Published by CIPSC

GPSC Supplier Quality Process Control Plan Audit Summary Sheet

<u>GM</u>

To Att: Knysztof Placzek AM

GM	1960-B	
ĢΜ	1927-16	

Supplier Name:	WINKELMANN		Supplier Ph	vone:			
Mig. DUNS:	366091606		Plant Locat	ion & Counin	r. <u>Pl.</u>	.	
Auditor: (SQE, SQI	}		Auditor Pix	508:	·····		
Àuditor: E-Mailt	·····		GM Divisio	n: ·	•		
Part Number (s):	12606620		Part Name:				
Drawing Date:	06-03-2008 EV	VO #: / ODM #			Eng. Cha	inge Level:	
PPAPIInterim/Bena	slare Status;	Model Ye	ear.		Frogram		
Creativity Yeam:	Cc	mmodily:		<u> </u>			
Reason For Audit:		artis) 🗍 Other	Safet	y Related Par	t?	Yes INO	
Type of Audit:	Dinitial Difeliow Up Kun at Rate (GP9	Attachement 83	Product Validatio	NOusiliestica	Čomuleja:	TANO	
Driver of Audit:				<u> </u>		<u> </u>	<u> </u>
- it at at chalt	APQP Confirmation Mgmt, Request	t 🗌 Plant 1		© Rate 17 Disruption		rananly wn/Start Up Audi	
	Component Check Plan Critical Fastner				Other	wigatan, op Abbi	` ·
Focus of Audit:							<u> </u>
	I LIPart / Assembly / I have instruction	Ineration / Machine	Complete Mer 5	And Income 1			
Approved	Approved, but need Documpniation		Complete Mfg. S	Follow-Up	Quality System - Audit Dale:		
Approved HNICAL INFORM Are actual drawing Does the supplier Is the pint comple Are all technics ine	Approved, but need Documentation ATION AVAILABILITY 9 available at production facility with the lat rave the final customer approved drawing te (Tolerances, GD&T, Correct Datums, k guietions/CTS/SSTS available?	Not Appr lest change level? ? PCs, etc.)?	roved □ ¥ês I2 ⁴ I2 ⁴ I2 ⁴ I7 ⁴				minents
Approved HNICAL INFORM Are actual drawing Does the supplier I the print comple result explicit is design ALITY SYSTEM DO Is a Process Flow Does the Process Does the	Approved, but need Documentation ATION AVAILABILITY s available at production facility with the lat neve the final customer approved drawing te (Tolerances, GD&T, Correct Datums, K guiettons/CTS/SSTS available? I reagonsible, has DFMEA been used to o DCUMENTATION Diagram available? Flow Diagram include receiving? Flow Diagram include receiving? Flow Diagram include receiving? Flow Diagram include scrap? Flow Diagram include surging/hesection? Flow Diagram include scrap? Flow Diagram include scrap? Flow Diagram include shipping? Flow Diagram include tabeling and Part (I shipping areas? available?	Not Appr east change level? ? PCs, etc.)? Jevelop the PFME/ ? D at receiving, WIP	A?	Follow-Up	Audii Dale; N/A		
Approved HNICAL INFORM Are actual drawing Does the supplier Is the print comple Are all technical re If supplier is design ALITY SYSTEM DO Is e Process Flow: Does the Process Does t	Approved, but need Documentation ATION AVAILABILITY s available at production facility with the lat rave the final customer approved drawing te (Tolerances, GD&T, Correct Datuna, Ueltons/CT3/SSTS available? I responsible, has DFMEA been used to c DCUMENTATION Disgram available? Flow Diagram include receiving? Flow Diagram include receiving? Flow Diagram include storap? Flow Diagram include storap?	Not Appr east change level? ? PCs, etc.)? Jevelop the PFME/ ? D at receiving, WIP	Poved Yes Yes	Fotlow-Up	Audit Dale:	Co	
Approved HNICAL INFORM Are actual drawing Does the supplier I Is the print comple Are all technics ine If supplier Is design ALITY SYSTEM OU Is a Process Flow Does the Process Does the Process Inshed good and Is there ary avides Is theire any avides Is theire a Process	Approved, but need Documentation ATION AVAILABILITY s available at production facility with the lat reve the final customer approved drawing te (Tolerances, GD&T, Correct Datums, K guietions/CTS/SSTS available? I reagonsible, has DFMEA been used to o DCUMENTATION Diagram available? Flow Diagram include receiving? Flow Diagram include receiving? Flow Diagram include scrap? Flow Diagram include scrap? Flow Diagram include shipping? Flow Diagram include shipping?	Not Appr PCs, etc.)? Jevelop the PFME/ ? D at receiving, WIP	A?		Audit Dale:	Co	mments
Approved HNICAL INFORM Are actual drawing Does the supplier Is the print comple Are all technical re If supplier Is design ALITY SYSTEM DO Is e Process Flow, Does the Process Does the Process Soes the Process Soes the Process Soes the Process Soes the Process Soes the Process Is there a PFMEA acc KPCS/POCs/KCCC Is there any evider Is there a Process So her Process Flow, Incl	Approved, but need Documentation ATION AVAILABILITY a available at production facility with the lat neve the final customer approved drawing the (Tolerances, GD&T, Correct Dakuma, the (Tolerances, GD&T, Correct Dakuma, te (Tolerances, GD&T, Correct Dakuma, Flow Diagram include receiving? Flow Diagram include scrap? Flow Diagram include scra	Not Appr Not Appr PCs, etc.)? Jevelop the PFME/ D at receiving, WIP				Co	minents
Approved HNICAL INFORM Are actual drawing Does the supplier I Is the print comple Are all technics ine If supplier Is design ALITY SYSTEM OU Is a Process Flow Does the Process Does the Process Inshed good and Is there a PFMEA Is the PFMEA acc KPCS/POCs/KOC Is theire any avided Is the Process Con Process Flow, Includ Are all "Current Cr	Approved, but need Documentation ATION AVAILABILITY a available at production facility with the lat neve the final customer approved drawing the (Tolerances, GD&T, Correct Dakuma, the (Tolerances, GD&T, Correct Dakuma, te (Tolerances, GD&T, Correct Dakuma, Flow Diagram include receiving? Flow Diagram include scrap? Flow Diagram include scra	Not Appr Not Appr PCs, etc.)? Sevelop the PFME/ Sevelop the Sevelop the Sevelo	A? Yes George George			Co	minents

1

.....

2	3. Do your supplier's provide evidence of approved material for all components needed for the assembled part?	3		-	
2	4. Are controls in place to ensure only approved incoming material released for production?		D		**************************************
2	5. When parts require traceability, do controls link component traceability to the final part?	œ	D	O	
2	6. Is the workplace properly configured and matches Process Flow Disgrem?	67	Ē	m	
	7. Are all tools and gauges properly identified?	व ष् वृष्			
- 2	8. Are all gauges calibrated?	07	H	님	
2	9. Are all tools and gauges certified?		· H	H H	Lerob
5	0. Is gauge Repeatability and Reproducability less than 10%?	Ř		H	Co. Lassana frin Citicus entry
5	1. Do all gauges have proper operator instructions?	ū,		H	Co. Li 23 400 JILA CHINE STATI
3	2. Are proper operator instructions available for each operation?	Ğ,		н	**************************************
3	 Are Standardized Work instructions detailed to run the job property. Including 				······································
	nandling of non-conferming parts?	Ū⁄		· 0	
	4. Is there Standardized Work?	2		, LT	······································
- 3	5. Is the Standradized Work being followed?		ō	· 6	······································
- 3	6. Do the operators understand the instructions?	e'	Ō		· · · · · · · · · · · · · · · · · · ·
	7. Have operators been properly trained?	CZY .			
	8. Are boundary samples (BS) available to operators?	G.		Ð	
-	4. Are boundary samples (8S) in use?	œ۲			
	0. Are Master Parts or samples available to confirm Inspection?	©~		0000000	
4	1. Are Master Parts available for error proofing devices?	CB-	0		
	2. Is there a Preventive Maintenance (PM) plan on tools and is it followed?			C2	TOSIS SENT OUTSIDE
	3. Is there a Preventive Maintenance (PM) plan on equipment and is it followed?	स्र विषयित्व स्र			DUTSIUE CONTRACT
	4. Are listed tests and inspections per conirol plan, actually performed as stated?	LA -		α,	
Ĵ	5. Where the Process Control Plan calls for SPC are the data properly recorded? 6. Are the Upper Control Limits (101) current?	U U	<u>u</u>	2	······································
		Q	Q	27	
2	7. Are the Lower Control Limits (LCL) current? 6. Does the data make second and are accounted in the phone?	<u>н</u> ,	<u> </u>		ء منظلي المراجع من
	 Does the data make sense and are reasonable control limits shown? Are out of control points noted with the corrective action taken? 	Ц	<u>и</u> .	Lief .	
-	 Are product audits showing acceptable results for Final Product? 	11 11		6	
4	 Does the manufacturing process demonstrate the regular capability or 	E C C C C C C C C C C C C C C C C C C C	b	H	Helden
	2. Does packaging and material handling protect parts from damage?	म्म	ä	Ц Ц	
1	3. Are instructions for handling Work in Process (WiP) and final product followed		Б	H	
	4. Are all parts and components labeled property?	<u>.</u>	ö	B	
	UALITY SYSTEM IMPLEMENTATION BY MANAGEMENT	t de la companya de la		<u> </u>	
ł	3. Is mero a process for documenting and tracking Downtime?	6	Ď	Ð	
	b. Is mere a process for documenting and tracking Screep?	.14-	ñ		• •
4	7. Is there a process for documenting and tracking Premium Freight?	वर्ष		ทัพ	
	b. Is insite a process for documenting and tracking Plant Problem Reports?	2	ā	ã	18-19-19-19-19-19-19-19-19-19-19-19-19-19-
	B. DOES ISSUESTID Ensure that Out of Control Conditions are managed?	E-	Ē	ក	
	U. Are Action Plans (AP) followed?	ē	Ē	· 8	
	1. Is responsibility for implementation assigned and do people understand their	ह्यकृष्			
1	2. Are problems quickly communicated to people who can help?	GY .	0		······································
۰.					· · · · · · · · · · · · · · · · · · ·
	3. Does the support system respond to the operator?	B	0	D '	
	4. If more than one shift, does information part passes across shifts?	ß			STRATED YOUSL 1.36 BONK
	5. Are all checks to be done under the PCP requirements performed?		D	Π.	
	6. Are results properly documented?	Ū.			
				<u> </u>	

Auditors Comments; Lacz, & Ob. 06. 2009

Supr

.

26-06-2000 the GM Representative Signature

٤

Nr. h

Winkelmann)

ING Baak Stąski S.A. Katowice () Legnico Nr konta diwistowego: 49105015751000002206746335 Nr koma PLN: 92105015751000002206746634 NIP: PI. 6911994669, REGON: 012763041 NP: PI. 6911994669, REGON: 012763041 Nr KRS 8000102032 Sqi Rejonowy dla Wrocławia Fabrycznej we Wrocławia Zarząci: Helurich Wrakelnam

> ORYGINAL/KOPIX Data wystawienia: 09-06-2009 Data sprzedaży: 09-06-2009

Nebywce: General Motors Corporation 300 Renaissance Center Detroit, MI 48265 USA

iel. 876 850-88-00 jux. 076 850-88-34

WINKELMANN Sp. z o.o., ul. Jaworzyńska 277, 59-220 LEGNICA

Sprzedawca:

Faktura VAT

T 60009

Pos. Nr	INDEKS TOWARU	ILOSĆ	NAZWA	CENA	WARTOŚĆ	P	ODATEK	WARTOŚĆ
141		szt.		NETTO	NETTO	<u> </u>		BRUTTO
	AdNr	Slok.		(EUR)	(EUR)	STAWKA	KWOTA	(EUR)
						%	(EUR)	
		1	Contract Nr. 1 LF 10-007					
		1 ·	dated 23 Juni 2008	1				
			DUNS-Number 366 09 1606					
	126 0 8872		Toolingcost					7
1.	,	1 1	Stamp Flexplate	46 000.00	46 000.00	22	10 120.00	56 120,00
2.		1	Stamp Retainer	34 500.00	34 500,00	22	7 590.00	42 090.00
3.		1	Rollformin	17 250.00	17 250,00	22	3 795,00	21 045.00
4.		1	Hobbing	17 250.00	17 250,00	22	3 795,00	21 045.00
5.		1	Healtreating	17 250.00	17 250.00	22	3 795,00	21 045.00
6.		1	Stamp Holes & assemble retainer	74 750.00	74 750.00	22	16 445.00	91 195,00
7.		1	Balance & rustprotect	11 500,00	11 500.00	22	2 530.00	14 030.00
8.		1	Add, ident & Inspect	17 250,00	17 250,00	22	3 795.00	21 045.00
9.		1	Stamping tool	1 250,00	1 250.0D	22	275.00	1 525,00
10.		1	Machining tool	2 000,00	2 000.00	22	440.00	2 440.00
11.		1	Rollform tool	2 000,00	2 000,00	22	440,0D	2 440.00
12.		1	Machining tool	2 000,00	2 000.00	22	440.00	2 440,00
13.		1	Stamping tool	5 000,00	5 000,00	22	1 100,00	6 100,00
14.		1	Rabat/Discount (Nachlass)	- 10 000,00	- 10 000,00	22	- 2 200,00	- 12 200,00
	According to C	l ontract 1	l Ferms & Conditions § 13 we have the right	of reimburseme	nt of costs.		(
	The contract d	 ocument	s are enclosed.		_			
Poda	lek VAT rozlicza i	nabywca	······································	RAZEM	238 000,00	×	52 360,00	290 360,00
				W TYM	-	ZW.	0,00	
					-	0	0,00	-
	laty EUR slownle				· -	7	0,00	•
lwa*o	iziewięć*zero	"irzy*sz	eść*zero EUR 0/100 CENT		236 000,00	22,00	52 360,00	290 360,00
				·	•	NP.*	0,00	•

Termin platności / The therm of payment Payable immediately without deduction

VAT W PLN _____ X 237 458,31

Podpis osoby uprawnionej do olrzymasia faktury

kurs NBP z dnia 08.06,2009 4,5353 Podpis ocoby upravnionej do wystawienia faktury WINKELMALIN Sp. 2 0.0. 59-220 Legnick, ur. Jaworzyńska 277 Główny Ksiegowy Sylwia Siwak

x

1 of 1

CONTRACT HEADER



General Motors Corporation

Rudtrag

SUPPLIER NAME AND ADDRESS **INFORMATION: DUNS Number:** 00366091606 WINKELMANN SP ZOO **UL JAWORZYNSKA 277**

59-220 LEGNICA

POLAND

Mailing Address Information: **UL JAWORZYNSKA 277 59-220 LEGNICA** POLAND

BUYER NAME AND ADDRESS INFORMATION:

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

Contract Header Number:

1LF10

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 4Standard Spot Buy Contract Number:1LF10007Amendment Number:000

Issue Date: 23-Jun-2008

Part Number: 000000012616792



LINE ITEM DETAIL for TOOLING CONTRACT General Motors Corporation

Part Description:			PLATE-A	/TRNS FLE	x	
Amendment Reason:			Engineer	ing changes	(Low APV)	
				:		
Manufacturing DUNS Numbe 00366091606	ər:					
0300091000						
Supplier Name and Manufac	turing Address:					
WINKELMANN SP ZOO						
JL JAWORZYNSKA 277						
59-220 LEGNICA						
POLAND						
Purchasing Contact:						
/elez Cid, Javier		~				
Buyer Code:	XSJ					
Phone:	•	4 9490	ı			
	55 59 0					
-ax:	55 59 0	1 3019				
fooling Capacity:	,			256		
Tooling Capacity Hours:				24		
lazardous Material Indicato	r:			N		
Line Item Notes:						
Part Number:						
12608872						
Fooling Cost						
12608872 \$225,750 EUR	0.0					
Gamma MRD January 10, 20	08					
Detailed Tooling Breakdown:						
Personal rooming broakdown.						

Contract Line Item Page: 2 of 4 Standard Spot Buy Contract Number: 1LF10007 Amendment Number: 000 Issue Date: 23-Jun-2008

Part Number: 000000012616792

Stamp retainer 34,500 Rollformin 17,250 Hobbing 17,250 Washing (Fixure) --Heattreating 17,250 Stamp Holes & assemble retainer plate 74,750 Balance & rustprotect 11,500 Add Ident. & Inspect 17,250

Winkelmann agrees to absorb 10,000 EUR incremental expense however the tooling is still completely onwed by GM.

Total Initial tooling cost = \$ 225,750 EUR Total Tooling Cost

Additional to the initial tooling we are also including tools for the following Engineering Change:

Supplement EWO# CSRHWA / 816777

Program: HO V8 Diesel LMK 4.5L

Reason for change: Initial Release*

- This supplement is only to capture the cost & timing impact of the original design change for Change management. No design work required.

Supplement EWO# CSRHW / 724915 Program: BETA - HO V8 Diesel LMK 4.5L Reason for change: Initial Release* - Create new flexplate model & drawings to incorporate variable thickness required by analysis

Brief design change description

'Create new flexplate model & drawings to new variable thickness design provided by analysis group. New part number will be needed for design.

Flexplate will be 5mm thick in crank flange area, reminder of plate 3mm thick. See DRE or Steve Maurer for details.

Flexplate assembly part #12608872, flexplate #12601462 and retainer plate part #12607960 no longer needed in new design.'

PN12616792 replace PN12608872

Replaced/Old PN: 12608872 Capacity: 256 (daily) Hrs/day: 24 Days/week: 5 Program: HO V8 Diesel Price Type : Bulk Supplier Contact: Helge Himmeroder Contract Line Item Page:3 of 4Standard Spot Buy Contract Number:1LF10007Amendment Number:000

Supplier Quote Dated: 09/07/07 Physical Location of Tooling (city & state): Legnica, Poland Detailed Tooling Breakdown:

Tooling Cost (EUR)----- Tooling Description

\$ 1,250.00------ Stamping tool, Blank & added center hole tool

\$ 2,000.00----- Machining tool

\$ 2,000.00------ Rollform tool

\$ 2,000.00----- Machining tool

\$ 5,000.00----- Stamping tool

\$ 12,250.00-----Total Tooling Cost

Total Tooling Cost/Currency due this Engineering Change: \$ 12,250.00 EUR

Total tooling:

Initial + Engineering Change = 225,750 + 12,250 = 238,000 EUR

Supplier is Required to Mark all General Motors Tools with the GM Identification Tags.

Buyer requires that all suppliers be tooled (defined as total system throughput) and capable of producing the daily Lean Capacity Rate (LCR) in one production day. The suppliers operating plan must demonstrate the ability to meet the daily LCR, Service Parts schedules and Run @ Rate requirements (including downtime for preventative maintenance) in one production day. The supplier must also support the Maximum Capacity Rate (MCR - defined as the LCR plus 15%) without additional GM resources (including additional tooling) on a sustained basis. Any operating plan that exceeds one production day to produce the daily LCR and/or does not support the MCR must be approved by the Buyer prior to award of business. The LCR appears on the Buyer's Request For Quote Form as 'Daily Estimated Volume'

If machinery and equipment as defined by GM's tooling guidelines, is listed on this order, the price of that M&E will be debited from that tooling order, and no adjustment to piece price will be permitted. Additionally, if the value of the tool(s) are less than the quoted amount per GM's tooling team, that value of those tools will be reduced to the amount specified by the aforementioned group. Supplier must provide all requested data to GM within a reasonable time and in the manner prescribed. Failure to do so will result in an equitable adjustment to the purchase order and /or debit. GM tooling Guidelines apply

Javier Vélez Ph. +(52)-55-5901-3136 Buyer code: XSJ June 19th, 2008 Issue Date: 23-Jun-2008

Part Number: 000000012616792

4 of 4 Contract Line Item Page: Standard Spot Buy Contract Number: 1LF10007 Amendment Number: 000

Issue Date: 23-Jun-2008

Part Number: 000000012616792

Terms and Conditions: *****

Freight Terms: Payment Terms:

Delivery Terms:

Delivery DUNS: Ship From DUNS: Price Type:

Price Composition: The Total Price is composed of Base Price plus any applicable taxes.

All Prices are expressed in EUR Quantity: **Base Price:**

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.

Free Carrier (FCA)

00366091606 00366091606 Bulk

1 238,000.000000 **Total Price:** 238,000.000000 LOT UOM:

Terms and Conditions: C4 Schedule TTOP **Engineering Change Special**

CONTRACT HEADER

General Motors Corporation

G	a mession	and a single all cash as an
	1 m	

SUPPLIER	NAME	AND	ADDRESS
INFORMAT	ION:		

DUNS Number: WINKELMANN SP ZOO **UL JAWORZYNSKA 277 59-220 LEGNICA** POLAND **Mailing Address Information:**

UL JAWORZYNSKA 277

59-220 LEGNICA

POLAND

BUYER NAME AND ADDRESS INFORMATION:

Storno

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

Contract Header Number:

00366091606

1LF10

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 5Standard Spot Buy Contract Number:1LF10007Amendment Number:001

Issue Date: 06-May-2009

Part Number: 000000012616792

Part Description:	ough 25-Sep-2010 PLATE-A/TRNS FLEX Cancelled
Amendment Reason: Manufacturing DUNS Number: 00366091606 Supplier Name and Manufacturing Address: WINKELMANN SP ZOO UL JAWORZYNSKA 277 59-220 LEGNICA POLAND Purchasing Contact: Velez Cid, Javier Buyer Code: XSJ	
00366091606 Supplier Name and Manufacturing Address: WINKELMANN SP ZOO UL JAWORZYNSKA 277 59-220 LEGNICA POLAND Purchasing Contact: Velez Cid, Javier Buyer Code: XSJ	
WINKELMANN SP ZOO UL JAWORZYNSKA 277 59-220 LEGNICA POLAND Purchasing Contact: Velez Cid, Javier Buyer Code: XSJ	
UL JAWORZYNSKA 277 59-220 LEGNICA POLAND Purchasing Contact: Velez Cid, Javier Buyer Code: XSJ	
Velez Cid, Javier Buyer Code: XSJ	
Fax: 55 59 01 3019	
Hazardous Material Indicator:	Ν
Line Item Notes: Part Number: 12608872	
Tooling Cost 12608872 \$225,750 EUR Gamma MRD January 10, 2008	
Detailed Tooling Breakdown:	
TOOL DESCRIPTION TOTAL TOOL COST / OPER. (EUR) Stamp Flexplate 46,000 Stamp retainer 34,500 Rollformin 17,250	

Contract Line Item Page: 2 of 5 Standard Spot Buy Contract Number: 1LF10007 Amendment Number: 001

Issue Date: 06-May-2009

Part Number: 000000012616792

Hobbing 17,250 Washing (Fixure) --Heattreating 17,250 Stamp Holes & assemble retainer plate 74,750 Balance & rustprotect 11,500 Add Ident. & Inspect 17,250

Winkelmann agrees to absorb 10,000 EUR incremental expense however the tooling is still completely onwed by GM.

Total Initial tooling cost = \$ 225,750 EUR Total Tooling Cost

Additional to the initial tooling we are also including tools for the following Engineering Change:

Supplement EWO# CSRHWA / 816777

Program: HO V8 Diesel LMK 4.5L

Reason for change: Initial Release*

- This supplement is only to capture the cost & timing impact of the original design change for Change management. No design work required.

Supplement EWO# CSRHW / 724915

Program: BETA - HO V8 Diesel LMK 4.5L

Reason for change: Initial Release*

- Create new flexplate model & drawings to incorporate variable thickness required by analysis

Brief design change description

'Create new flexplate model & drawings to new variable thickness design provided by analysis group. New part number will be needed for design.

Flexplate will be 5mm thick in crank flange area, reminder of plate 3mm thick. See DRE or Steve Maurer for details.

Flexplate assembly part #12608872, flexplate #12601462 and retainer plate part #12607960 no longer needed in new design.'

PN12616792 replace PN12608872

Replaced/Old PN: 12608872 Capacity: 256 (daily) Hrs/day: 24 Days/week: 5 Program: HO V8 Diesel Price Type : Bulk Supplier Contact: Helge Himmeroder Supplier Quote Dated: 09/07/07 Physical Location of Tooling (city & state): Legnica, Poland Contract Line Item Page: 3 of 5 Standard Spot Buy Contract Number: 1LF10007 Amendment Number: 001

Issue Date: 06-May-2009

Part Number: 000000012616792

Detailed Tooling Breakdown:

Tooling Cost (EUR)----- Tooling Description

\$ 1,250.00------ Stamping tool, Blank & added center hole tool

\$ 2,000.00----- Machining tool

\$ 2,000.00----- Rollform tool

\$ 2,000.00----- Machining tool

\$ 5,000.00------ Stamping tool

\$ 12,250.00-----Total Tooling Cost

Total Tooling Cost/Currency due this Engineering Change: \$ 12,250.00 EUR

.

Total tooling:

Initial + Engineering Change = 225,750 + 12,250 = 238,000 EUR

Supplier is Required to Mark all General Motors Tools with the GM Identification Tags.

Buyer requires that all suppliers be tooled (defined as total system throughput) and capable of producing the daily Lean Capacity Rate (LCR) in one production day. The suppliers operating plan must demonstrate the ability to meet the daily LCR, Service Parts schedules and Run @ Rate requirements (including downtime for preventative maintenance) in one production day. The supplier must also support the Maximum Capacity Rate (MCR - defined as the LCR plus 15%) without additional GM resources (including additional tooling) on a sustained basis. Any operating plan that exceeds one production day to produce the daily LCR and/or does not support the MCR must be approved by the Buyer prior to award of business. The LCR appears on the Buyer's Request For Quote Form as 'Daily Estimated Volume'

If machinery and equipment as defined by GM's tooling guidelines, is listed on this order, the price of that M&E will be debited from that tooling order, and no adjustment to piece price will be permitted. Additionally, if the value of the tool(s) are less than the quoted amount per GM's tooling team, that value of those tools will be reduced to the amount specified by the aforementioned group. Supplier must provide all requested data to GM within a reasonable time and in the manner prescribed. Failure to do so will result in an equitable adjustment to the purchase order and /or debit. GM tooling Guidelines apply

Javier Vélez Ph. +(52)-55-5901-3136 Buyer code: XSJ June 19th, 2008

ţ

May 06th, 2009:

 Contract Line Item Page:
 4 of 5

 Standard Spot Buy Contract Number:
 1LF10007

 Amendment Number:
 001

Issue Date: 06-May-2009

Part Number: 000000012616792

** Reference Action Plan #

** Program:

Duramax 4.5L High Output - LMK

** Special Terms:

We have been advised that the APB (Automotive Product Board) decided to cancel the Duramax 4.5L High Output Engine Program due to capital constraints impacting GM's product portfolio. Supplier notified on 03/24/2009 03:16 PM by Javier Velez Cid/MX/GM/GMC

** Supplier Contact: Helge Himmeröder Winkelman - Managing Director Helge.Himmeroeder@wpc-int.com 705 828 0147

> JAVIER VELEZ CID Global Powertrain Buyer Balance Shafts & FlexPlates NA Buyer Buyer Code XSJ Phone Number : +52 (55)59 01 3136 Fax address J Velez + 52(55)59 013571 e-mail : javier.velezcid@gm.com General Motors Mexico

Terms and Conditions:

Freight Terms: Payment Terms:

Delivery Terms:

Delivery DUNS: Ship From DUNS: Price Type:

Price Composition: The Total Price is composed of Base Price plus any applicable taxes.

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.

Free Carrier (FCA)

00366091606 00366091606 Bulk

 Contract Line Item Page:
 5 of 5

 Standard Spot Buy Contract Number:
 1LF10007

 Amendment Number:
 001

All Prices are expressed in EUR Quantity: Base Price: Issue Date: 06-May-2009

LOT

Part Number: 000000012616792

1 238,000.000000 238,000.000000

Terms and Conditions: TTOP Engineering Change Special

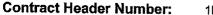
Total Price:

UOM:

Contract Attachment Page:

CONTRACT ATTACHMENT

General Motors Corporation



1LF10

Contract Terms & Conditions: Short Description

Terms & Conditions Global 1

Special Term - Supplier Cartification 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 theiructions (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 sips with Buyers contract and/or release number and date of shipment marked thereon (e) to properly mark each package with a label/lag 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 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 fonds transfer. The payment shall be made on the second day of the second month following, in the case of the Buyers North American facilities, Sellers shipment shall be made on the second day of the second month following, in the case of the Buyers North American facilities, Sellers shipment panding 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 delivaries shall be made both in quantities and at times specified in Buyers schedules. Buyer shell not be required to make payment for goods delivared 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 metters as inspection, lesting or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shell be equilably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shell be made in accordance with Paragraph 31.

6. SUPPLIER QUALITY AND DEVELOPMENT INSPECTION:

Selier agrees to perticipate 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 Selier as set forth in Quality System Requirements QS-9000. In addition, Buyer shall have the right to enter Seliers 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

Detailed Description

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 walves 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 mey be commercially reasonable under the circumstances, after notice of nonconformity shell entitle Buyer, at Buyer option, to charge Seller for storage and handing or to dispose of the goods without liability to Seller. Payment for nonconforming goods shell not constitute an acceptance of them, limit or impair Buyers right to assert any legal or equilable 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 (wheler valid or invelid), 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 liverable). During this period of such delay or failure to parform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its schedules to Seller by such quantities, without flability 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 delay 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 warants/guarantees that all goods covered by this contract that have been safected, designed, manufactured or assembled by Seller besed upon Buyer's steled use will be fit and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable taw, except that if Buyer offiers 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 deteil as Buyer may direct: (a) a list of all ingradients in the goods (b) the amount of all ingradients and (c) information concerning any changes in or additions to such ingradients. 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 ingradient or a part of any of the goods, together with such special handling instructions as may be recessary 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 Selfer in any of the following or any other comparable events: (a) insolvency of Selfer (b) filing of a voluntary petition in bankruptcy by Selfer (c) filing of any Involuntary petition in bankruptcy against Selfer (d) appointment of a receiver or trustee for Selfer or (e) execution of an assignment for the benefit of creditors by Selfer, provided that such petition, appointment or assignment is not vacated or multified within 15 days of such event. Selfer shall reimburse Buyer for all coats 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 emount of its stock that effects a change in the control 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 a 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-inprocess or new 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, Selier 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 Selter.

14. INTELLECTUAL PROPERTY:

Selier agrees: (a) to defend, hold hermless 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 demages 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 Selier has provided only peri of the goods or services. Selier respressly waives any claim against Buyer that such infringement arcse 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 williout payment of any royally to Selier (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 witten authorization and (d) to the extent that this contract is issued for the creation of copyrights works shall be considered works made for hire 'to the extent that the works do not quelify as 'works made for hire', Selier hereby assigns to Buyer al right, tide 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.

Terms & Conditions Global 2

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:

Selier shall maintain insurance coverage with carriers acceptable to Buyer and in the amounts set forth in the Special Terms. Selier 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. Seliers furnishing of certificates of insurance or purchase of insurance shall not release Selier 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 tills to Sellers for poerty 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 beer the risk of loss of and damage to Buyers Property. Buyers Property shall at all times be property housed and maintained by Seller, at its exponse, 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 Buyers 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 not the right to enter Sellers premises at all resconable limes 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 (D F.O.B. transport equipment at Sellers plant, property packed and marked in accordence with the requirements of the carrier selected by Buyer to transport equipment at Sellers plant, property packed and marked in Buyer shall pay to Seller the reasonable costs of delivering such property for uch location. When permitted by taw, 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:

Seler 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 condusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as egreed to by When requested by Buyer, Seller shall make service illerature and other materials available at no additional charge to support Buyers service rates 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 warrantiles set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, relimburse Buyer for any incidentel and consequential demages 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 to other corrective service actions, and (d) claims for personal injury (including death) or properly demage 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 ensign from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Setter 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 shell 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:

Selier shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to turnish 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:

Selier, and any goods or services supplied by Selier, shall comply with all applicable taws, rules, regulations, orders, conventions, ordinances or standards of the country(les) 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. Selier further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or knowluntary labor, or engage in abusive worker treatment or corrupt business practices, in the supply of goods or provision of services under the contract. At Buyer's request, Selier shall certify in writing its compliance with the foregoing. Selier 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 Selier'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 weiver 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 Sale or Buyer and by Buyer in any court(s) having jurisdiction over Saler or, at Buyers option, in the court(s) having jurisdiction over Buyers location, in which event Saler consents to jurisdiction and service of process in eccordence with applicable procedures. Any actions or proceedings by Saler against Buyer may be brought by Saler only in the court(s) having jurisdiction over the location of Buyer form 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, logether 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 egreements. This contract may only be modified by a contract amendment issued by Buyer.

fallige Rechnung GM	munantes and 7-1-1-		БЛ		Summe der
gemäß Abgänge Motore	nwerke und Zahlu	<u>ingeingange G</u>	<u>in</u>		
02.03.2008	0 175 54 6				<u>Zahlungen</u>
02.05.2008	3.175,54 € 680,47 €		······································		
02.05.2008		Zahlung vom 2	07 2002	14.914,29€	
	3.000,01%	Zaniung vom z		14.514,25 €	
02.06.2008	51.640,28€				
02.07.2008	154.845,21 €		2		
02.08.2008	232.664.70 €				
02.00.2000		Zahlung vom 1	08 2008	129.292,59 €	144.206,88
	440.000,20 0	Landing rom		120.202,00 0	
02.09.2008	150.044.05 €				
		Zahlung vom 1	9 09 08	51.054,42€	
	000.000,20 0	Zahlung vom 2		1.754,59€	197.015,89
02.10.2008	127.682.95 €	· · · · · · · · · · · · · · · · · · ·			
		Zahlung vom 2	2 10 2008	122.840,85 €	
	720.700,20 0	Zahlung vom 2		229.583,11 €	
		Zahlung vom 2		116,67 €	549.556,52
02.11.2008	202.723,91 €			110,07 C	0 10:000,02
		Zahlung vom 4	111 2008	295.345,85 €	
	020.407,110	Zahlung vom 5		96.671,11 €	941.573,48
02.12.2008	592.436,60 €			00.071,110	
02.12.2000		Zahlung vom 1	12 2008	294.560,98 €	
	1.010.000,7110	Zahlung vom 1		170.848,14 €	
		Zahlung vom 5			1.455.811,48
00.01.1900	0.00 €	Zahlung vom 7		164.559,97 €	1.400.011,40
02.01.2009		Zahlung vom 7		244.360,73 €	
ULIO II LOUG		Zahlung vom 2			1.868.273,25
	1.000.100,110	Zanang vom E	.0.01.2000	0.011,01 0	1.000.210,20
02.02.2009	409.561,05 €		· · ·		
		Zahlung vom 2	2.02.2009	197.724,49 €	
· · · · · · · · · · · · · · · · · · ·		Zahlung vom 2		153.144,34 €	
	0.00€	Zahlung vom 1	2.02.2009	2.381,65€	
	0,00 €				2.221.523,73
······	2.394.719,46€				
02.03.2009	259.959,67 €			1	
		Zahlung vom 2	2.03.2009	179.250,51 €	
	0,00€	1			2.400.774,24
	2.654.679,13 €			1	
				1	
02.04.2009	273.788,96€				
		Zahlung vom 2	2.04.2009	244.863,15 €	
	2.928.468,09 €				2.645.637,39
			······································		
		1	······		2.645.637,39
	offener Betrag	:	••••••••••••••••••••••••••••••••••••••		282.830,70

720.331,52 €			-	igen:	fállige Zahlungen:							
									-			
-75.236,37 €			6	08.04.200	Zahlung vom 08.04.2009	-						
-107.838,79 €			6	26.03.200	Zahlung vom 26.03.2009							
47.649,70 €			6	16.03.200	Zahlung vom 16.03.2009						ezahlt	hierauf gezahlt
										. 		
951.056,38 €		938.261,08	93.654	SUMME								
12.795,30 €	01.06.2009	5.118,12	504	N	1.015,50	2.009	9	-	570600 1856000 111327 SGM561134	000 11	1856	570600
		7.677,18	756	8	1.015,50	2.009	9	-	570600 1856000 111075 SGM560945	000 11	1856	570600
87.008,04 €	29.05.2009	2.559,06	252	-	1.015,50	2.009	S	53	570600 1856000 111075 SGM561097	000 11	1856	570600
		10.236,24	1008	4	1.015,50	2.009	5	29	570600 1856000 111074 SGM561097	000 11	1856	570600
		2.559,06	252		1.015,50	2.009	5	29	570600 1856000 110959 SGM561097	000	1856	570600
		5.118,12	504	N	1.015,50	2.009	5	29	570600 1856000 110952 SGM560828	000	1856	570600
*		7.677,18	756	3	1.015,50	5 2.009		29	570600 1856000 110936 SGM561097	000 11	1856	570600

Nr. 4

		10.287,02 €					12.795,30 €						17.913,42 €			12.795,30 €		7.677,18€		7.677,18€			12.795,30 €										-		
		18.05.2009	-				19.05.2009						20.05.2009			21.05.2009		26.05.2009		27.05.2009			28.05.2009												
2.559,06	2.559,06	50,78	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	5.118,12	5.118,12	5.118,12	2.559,06	5.118,12	2.559,06	5.118,12	2.559,06	7.677,18	2.559,06	2.559,06	10.236,24	2.559,06	7.677,18	2.559,06	5.118,12	5.118,12	2.559,06	7.677,18	2,559,06	2.559,06	2.559,06	7.677,18
252	252	5	252	252	252	252	252	252	252	252	252	252	504	504	504	252	504	252	504	252	756	252	252	1008	252	756	252	504	504	252	756	252	252	252	756
F		-	-	-	+-	-	+	-	-	-	1.	-	0	2	Q	- 	2	•	2	Ŧ	Э	-		4	-	3	1	2	5	•	3	-	+		e
1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50
5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009			5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009		5 2.009
18	18	18	19	19	19	19	19	20	20	20	20	20	20	21	21	21	26	26	27	27	28	28	28	29	59	59	29	29	29	29	29	29	29	29	29
	SGN	109885 SGM557717	110897 SGM557612	899 SGM557612	110899 SGM557614	110937 SGM557612	110937 SGM557614	110934 SGM558180	110934 SGM558182	110934 SGM558389	110936 SGM558180	110937 SGM558182	110937 SGM558389	110917 SGM558741	110918 SGM558741	110952 SGM558741	917 SGM559293	110952 SGM559293	916 SGM559730	916 SGM559733	110915 SGM560192	111074 SGM560194	111075 SGM560194	110896 SGM561097	110897 SGM561097	110898 SGM560588	110898 SGM561097	110899 SGM561097	110915 SGM560588	11091.5 SGM561097		110917 SGM561097	110918 SGM561097	SGM	935 SGM561097
				1856000 110	1856000 110		570600 1856000 110	1856000 110	570600 1856000 110					570600 1856000 110	570600 1856000 110	570600 1856000 110	570600 1856000 110	570600 1856000 110		570600 1856000 110			570600 1856000 111(570600 1856000 1100				1			1856000 110935
				570600	570600	570600	570600	570600	570600	570600 1856000	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600 1856000	570600	570600 1856000	570600	570600 1856000	570600	570600	570600 1856000	570600 1856000	570600	570600	570600 1856000	570600 1856000	570600 1856000

12.06.2009

SeidelKD

12.795,30 €		7.677,18 €		12.795,30 €	2.559,06 €			-	20.472,48 €				20.472,48 €					16.512,03€		2.795,30€					2.795,30 €	5.118,12€	-	2.795,30 €			7.677,18€			7.677,18€	
12		7		5 	8		-		20	-			20					16		12					12	5		12			2			2	
28.04.2009		29.04.2009	•	30.04.2009	01.05.2009				04.05.2009				05.05.2009					06.05.2009		07.05.2009					08.05.2009	11.05.2009		12.05.2009			13.05.2009			15.05.2009	
2.559,06	5.118,12	2.559,06	2.559,06	10.236,24	2.559,06	2.559,06	2.559,06	7.677,18	7.677,18	5.118,12	2.559,06	7.677,18	5.118,12	1.157,67	2.559,06	7.677,18	2.559,06	2.559,06	5.118,12	7.677,18	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	5.118,12	10.236,24	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	5.118,12
252	504	252	252	1.008	252	252	252	756	756	504	252	756	504	114	252	756	252	252	504	756	252	252	252	252	252	504	1008	252	252	252	252	252	252	252	504
3	ε	3	3	e	e	*	Ŧ	က	ო	ĊV		S	2	-	-	с С			2	3	-	1	-	1	1	2	4	1	Ŧ	-	-	-	-		0
1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50
4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009	5 2.009
28				30	+	4	4	4	4			5 5			9		9	9		7 5		8		8		11	12 5		13 5	13 5	13 5	15 5	15 5	15 5	18
SGM550846	110958 SGM551306	SGM551306	SGM551701	SGM551701	SGM551568	SGM552135	SGM552138	SGM552135	SGM552138	SGM552623	SGM552621	SGM552621	SGM552623	SGM553894	110949 SGM553276	110950 SGM553275	110950 SGM553276	SGM553893	110949 SGM553769	110951 SGM553767	110064 SGM554807	110949 SGM554185	110950 SGM554185	110951 SGM554806	110952 SGM554806	SGM554685	110897 SGM555223	110898 SGM555225	110064 SGM556238	110951 SGM555695	110952 SGM556327	SGM556671	110936 SGM556671		SGM557123
110960 SGM		110959 SGM	110925 SGM	110959 SGM	110925 SGM	110958 SGM	110958 SGM	110961 SGM	110961 SGM	110949 SGM	110958 SGM	110960 SGM	110960 SGM	110056 SGM	110949	110950	110950	110950 SGM	110949	110951	110064	110949	110950	110951	110952	110896 SGM	110897	110898	110064	110951	110952	110935 SGM	110936	110937 SGM	110918 SGM
570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000			570600 1856000			570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000
570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600

SeidelKD

12.06.2009

.

.....

7.677,18€	2.559,06 €						15.354,36 €			20.472,48 €			-										56.299,32 €	2.559,06 €	× .	5.118,12€		•	10.236,24 €	15.354,36 €		12.795,30 €		-	~
09.04.2009	14.04.2009						15.04.2009			16.04.2009													17.04.2009	20.04.2009		21.04.2009			22.04.2009	23.04.2009		27.04.2009			
2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	7.677,18	7.677,18	5.118,12	5.118,12	5.118,12	5.118,12	2.559,06	2.559,06	2.559,06	2.559,06	10.236,24	10.236,24	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	5.118,12	2,559,06	15.354,36	5.118,12	7.677,18	5.118,12	2.559,06	2.559,06
252	252	252	252	252	252	252	252	756	756	504	504	504	504	252	252	252	252	1.008	1.008	252	252	252	252	252	252	252	252	504	252	1.512	504	756	504	252	252
3	e	n	ო	Э	3	e	3	e	e	e	e	3	3	က	3	3	3	3	3	3	3	Э	e	3	З	ო	ε	3	ß	e	ຕ	e	3	e	n
1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50
4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009
6	14	15	15	15	15	15	15	16	16	16	17	17	17	17	17	17	17	17	17	17	17	17	17	20	21	21	22	22	22	23	27	27	28	28	28
SGM544301	SGM544650	SGM545170	SGM545170	SGM545168	SGM545168	111069 SGM545170	111069 SGM545170	SGM545715	SGM545715	SGM545713	SGM546265	110866 SGM546266	SGM546266	110866 SGM546409	110866 SGM546409	110928 SGM546409	110928 SGM546409	SGM546409	111065 SGM546409	111066 SGM546409	111067 SGM546409	SGM 546266	111069 SGM546409	110867 SGM546864	110867 SGM547469	110927 SGM547480	110867 SGM548119	110867 SGM548121	110927 SGM548121	110926 SGM548727	110925 SGM549813	SGM550410	110925 SGM550278		SGM550846
111072 SGM	110864 SGM	110864 SGM	110864 SGM	110867 SGM	110867 SGM	111069	111069	110865	110865	110928	110865	110866	110866	110866	110866	110928	110928	111065	111065	111066	111067	111068 SGM	111069	110867	110867	110927	110867	110867	110927	110926	110925	110927 SGM	110925	110927	110958 SGM
570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	1856000	570600 1856000	570600 1856000	1856000	1856000
570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600 1856000	570600	570600	570600	570600

SeidelKD

12,06.2009

			17.913,42 €	2.559,06 €	2.559,06 €	2.559,06 €					15.354,36€								23.031,54 €							23.031,54€					4		28.149,66 €		
			26.03.2009	27.03.2009	01.04.2009	02.04.2009					03.04.2009								06.04.2009							07.04.2009				-			08.04.2009		
2.559,06	2.559,06	5.118,12	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	5.118,12	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	5.118,12	2.559,06	2.559,06	2.559,06	5.118,12	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	5.118,12	2.559,06	2.559,06	2.559,06	5.118,12	5.118,12	5.118,12	5.118,12	2.559,06	2.559,06
252	252	504	252	252	252	252	252	504	252	252	252	252	252	252	252	504	252	252	252	504	252	252	252	252	252	504	252	252	252	504	504	504	504	252	252
3	ß	e	ື	3	က က	3	3	ຕ	3	3	3	e	3	e	ອ	8	3	ဗ	3	3	3	3	3	3	3	3	3	3	8	3	3	3	ო	3	3
1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	-1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50
3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009	4 2.009
26	26				+		en		3	3	3	9	9		9	9		9		7			7 2			7 7		8	80		8	8			7 6
SGM539292	SGM538911	SGM538912	SGM539292	SGME	110629 SGM541001	111070 SGM541924	110631 SGM542136	SGM542136	111066 SGM541684	SGM41684	111068 SGM541684	110570 SGM542333	110570 SGM542333	110631 SGM542682	110632 SGM542682	SGM545713	111071 SGM542332	SGM	111072	111066 SGM543249	SGM542920	111067 SGM543249	111068 SGM543249	SGM542920	SGM542920		SGM543493	SGM543491	SGM543491	SGM543493	SGM54393	SGM543493	SGM543493	111066 SGM544302	SGM544302
110570 SGM5	110630 SGM5	110630 SGM5	110632 SGM5	110631	110629	111070	110631	110632	111066	111067 SGM4	111068	110570	110570	110631	110632	110928	111071	111072	111072	111066	111067	111067	111068	111069	111070	111072	111067	111068	111068	111070	111070	111071	111071	111066	111069 SGM5
570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000
570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600	570600

SeidelKD

Seite 4

12.06.2009

		10.236,24 €		5.118,12€							25.590,60 €								36.263,51 €								30.708,72€						17.913,42 €		
		18.03.2009		19.03.2009							20.03.2009							/	23.03.2009						-		24.03.2009						25.03.2009		
2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	5.118,12	2.559,06	5.118,12	2.559,06	2.559,06	2.559,06	5.118,12	2.995,73	5.118,12	5.118,12	2.559,06	10.236,24	2.559,06	2.559,06	5.118,12	2.559,06	5.118,12	7.677,18	5.118,12	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	5.118,12	2.559,06	2.559,06
252	252	252	252	252	504	252	504	252	252	252	504	295	504	504	252	1.008	252	252	504	252	504	756	504	252	252	252	252	252	252	252	252	252	504	252	252
3	3	e S	3	в	3	S	ຕ	3	e	ღ	S	S	ი	33	ຶ	ຕ	e	e	3	3	ю	3	3	3	က	3	e	3	ŝ	8	e	e	က	e C	e
1.015,50	1.015,50	1.015,50	հո	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50
3 2.009	3 2.009	ļ		L	L	3 2.009		3 2.009	<u> </u>	L	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	<u> </u>	3 2.009		3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009		· · · ·	3 2.009
18	ľ	18	19	19				1	1		20	1	<u> </u>							[ľ			1	25	· ·		26	26
110233 SGM535527	1110348 SGM535527	110349 SGM535527	110579 SGM536052	110998 SGM536052	110321 SGM536588	110322 SGM536588	110322 SGM536590	110621 SGM536293	110622 SGM536293	110998 SGM536293	110999 SGM536293	109885 SGM536831	110064 SGM536831	110567 SGM536830	110997 SGM536830	110997 SGM537104	110998 SGM536830	110998 SGM537104	110999 SGM537103	110567 SGM537515	110568 SGM537515	110568 SGM537748	110569 SGM537515	110630 SGM537515	110997 SGM537748	110998 SGM537748	110999 SGM537515	110567 SGM538147	110569 SGM538147	110569 SGM538733	110570 SGM538147	110570 SGM538733	110630 SGM538262	110567 SGM539292	110569 SGM538912
570600 1856000	1856000	1856000	1856000	570600 1856000	570600 1856000	1856000	1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856100	570600 1856100	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000		570600 1856000

SeidelKD

12.06.2009

-

	25.590,60 €								25.590,60 €							20.472,48 €				12.795,30 €				-			20.472,48 €				12.795,30€			7.677,18€	
	09.03.2009	·							10.03.2009							11.03.2009				12.03.2009							13.03.2009	-		· · · ·	16.03.2009			17.03.2009	
2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	5.118,12	2.559,06	2.559,06	5.118,12	5.118,12	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	5.118,12	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06	5.118,12	2.559,06	2.559,06	5.118,12	2.559,06	2.559,06	2.559,06	2.559,06	2.559,06
252	252	252	252	252	252	504	252	252	504	504	252	252	252	252	252	252	252	252	504	252	252	252	252	252	252	252	504	252	252	504	252	252	252	252	252
8	B	3	3	8	3	3	3	3	3	ς Ω	3	3	3	3	3	3	3	3	3	3	8	3	3	3	e S	с,	ß	о	3	3	3	3	3	e	3
1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50	1.015,50
3 2.009	3 2.009		3 2.009		3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009		3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009	3 2.009
6		10	10	10	10	10	10	10	10	11	1	÷.			11	1	12								13	13	13	16	16	19	16	17	17	17	18
110584 SGM531969	110584 SGM531970	110233 SGM532667	110321 SGM532667	110348 SGM532667	110350 SGM532667	110578 SGM532428	110579 SGM532428	110583 SGM532667	110584 SGM532428	110233 SGM532899	110233 SGM533133	110319 SGM533133	110321 SGM532899	110348 SGM533133	110578 SGM532899	110583 SGM532899	110162 SGM533379	110195 SGM533379	110225 SGM533379	110349 SGM533379	110225 SGM533920	110322 SGM533637	110348 SGM533637	110348 SGM533920	110349 SGM533637	110621 SGM533920	110622 SGM533637	109803 SGM534705	110164 SGM534466	110225 SGM534466	110349 SGM534705	110164 SGM534998	110322 SGM534998	110350 SGM534998	110151 SGM535527
570600 1856000	1856000	1856000	1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000					570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000	570600 1856000		

SeidelKD

12.06.2009

-							and the second se				
1-		Werk-5	Kund	lenlag	Kundenlagerabgånge	ıge		13.05.2009	1		
├ ──	Rechn.	Ent.	Ent.	Ent.	Ent.	E-Preis	ME	Off.	Off.	Ent. S	Summe
		Lieferschein	Tag	Mon.	Jahr			Menge	Betrag	Fálligkeit	Fálligkeit
570600 1856000	110133 SGM	SGM530370	ω	g	2.009	1.015,50	3	252	2.559,06		
570600 1856000	110151 SGM	SGM530370	ß	n	2.009	1.015,50	3	252	2.559,06		
570600 1856000	110234	110234 SGM530371	ო	ო	2.009	1.015,50	3	252	2.559,06		
570600 1856000	110621	SGM530185	က	e	2.009	1.015,50	3	756	7.677,18		
570600 1856000	110622	SGM530185	e	ß	2.009	1.015,50	3	252	2.559,06	03.03.2009	17.913,42€
	110028	110028 SGM530722	4	e	2.009	1.015,50	e	252	2.559,06		
570600 1856000	110151	SGM530722	4	e	2.009	1.015,50	en l	252	2.559,06		
570600 1856000	110163	SGM530962	4	e	2.009	1.015,50	e	252	2.559,06		
570600 1856000	110545	110545 SGM530720	4	e	2.009	1.015,50	e	252	2.559,06		
570600 1856000	110546	SGM530722	4	e	2.009	1.015,50	Ś	504	5.118,12		
570600 1856000	110548	SGM530720	4	e	2.009	1.015,50	e	252	2.559,06		
570600 1856000	110622	SGM530962	4	e	2.009	1.015,50	Э	504	5.118,12	04.03.2009	23.031,54 €
570600 1856000	110233	SGM531189	Ś	e	2.009	1.015,50	e	252	2.559,06		
570600 1856000	110350	110350 SGM531372	S	e	2.009	1.015,50	e	252	2.559,06		
570600 1856000	110546	SGM531189		3	2.009	1.015,50	3	756	7.677,18		
570600 1856000	110546	SGM531190		e	2.009	1.015,50	3	252	2.559,06		
570600 1856000	110547	110547 SGM531190	5	З	2.009	1.015,50	3	252	2.559,06		
570600 1856000	110548	SGM531189	5	3	2.009	1.015,50	с	252	2.559,06		
570600 1856000	110548	110548 SGM531372	5	3	2.009	1.015,50	3	756	7.677,18	05.03.2009	28.149,66€
570600 1856000	110545 SGM	SGM531546	9	3	2.009	1.015,50	3	504	5.118,12		
570600 1856000	110547 SGM	SGM531545	9	С	2.009	1.015,50	3	504	5.118,12		
570600 1856000	110547 SGM	SGM531546	9	e	2.009	1.015,50	3	756	7.677,18		
570600 1856000	110548 SGM	SGM531546	9	e	2.009	1.015,50	3	252	2.559,06		
570600 1856000	110584	110584 SGM531545	9	e	2.009	1.015,50	3	252	2.559,06	06.03.2009	23.031,54 €
570600 1856000	110163 SGM	SGM531745	2	3	2.009	1.015,50	3	252	2.559,06		
570600 1856000	110583 SGM	SGM531745	2	ຕັ	2.009	1.015,50	e	504	5.118,12		
570600 1856000	110584 SGM	SGM531745	7	ო	2.009	1.015,50	З	252	2.559,06	07.03.2009	10.236,24 €
570600 1856000	110349 SGM	SGM531970	თ	Э	2.009	1.015,50	3	252	2.559,06		
570600 1856000	110545 SGM	SGM531969	6	3	2.009	1.015,50	3	252	2.559,06		
570600 1856000	110578 SGM	SGM532214	თ	e	2.009	1.015,50	3	504	5.118,12		
570600 1856000	110579 SGM	SGM532214	6	e	2.009	1.015,50	3	504	5.118,12		

SeidelKD

12.06.2009

Selte 1

gmlagerbewegungen

Arr.	5
	-

CEVA Lagerb	eweningen 6	M I	I		• • • • • • • • • • • • • • • • • • •
VEVA LayerD	enegaligen C				
KW/Monat	Zugang	Abgang	Bestand		
Numonat	Lugang	Abyany	Destand		
Jan 08	350	350	0		
Mrz 08	408	72	336		
Apr 08	7396	4708	3024		
Mai 08	26236	11680	17580		
Jun 08	26428	24618	19390		· · · · · · · · · · · · · · · · · · ·
Jul 08	20420	16884	25438	· · · · · · · · · · · · · · · · · · ·	
	25956	16534			
Aug 08	32935	21373	34860 46422		
Sep 08		11844	34578		
40.08 41.08	0				
	10301	17964	26915		
42.08	12600	9576	29939		
43.08	16752	11088	35603		. <u>.</u>
44.08	14868	16632	33839	· · · · · ·	
45.08	15120	12720	36239		
46.08	8316	12348	32207		
47.08	10632	12348	30491		
48.08	15624	10584	35531		
49.08	18144	12777	40898		
50.08	16884	20678	37104		
51.08	11952	12348	36708		
52.08	7560	252	44016		
02.09	1260	10080	35196		
03.09	16380	10332	41244		
04.09	18396	7812	51828		
05.09	6440	6300	51968		
06.09	6048	8568	49448		
07.09	14664	9072	55040		
08.09	7392	4788	57644		· ·
09.09	6552	7305	56891		
10.09	0	12348	44543	1	
11.09	0	11844	32699		······································
12.09	15120	6300	41519		
13.09	10080	12139	39460		
14.09	6048	4788	40720		······································
15.09	24192	9072	55840		
16.09	12096	9072	58864	······································	
17.09	7308	8568	57604	· · · · · · · · · · · · · · · · · · ·	
18.09	0	5544	52060		
19.09	12096	8178	55978		
20.09	26712	3276	79414		
21.09	2520	5297	76637		
22.09	504	11340	65801		
23.09	383	1260	64924	····	
20.03	495585				·
	490005	430661	64924		······································
		·····	Destand mell		
	·····	<u>.</u>	pestand mail	Einzelpreis 10,*	100 E
	<u> </u>			650 000 00 C	
		L	L	659.303,22 €	<u> </u>

SeidelKD

12.06.2009

lagerlegnica

	Finanz- und Re	chnungswesen	Arr.	6
von:	Seidel		Datum:	12.06.2009
an:	Herrn Winkelmann			
<u>GM Waren</u>	bestande in Legnica			
Flexplate G	EN 4, Artikei-Nr. 12606620			
71.316 Stü	ck, Einzelpreis 10,115	Summe:	721.361,34€	
Flexplate G	EN 4, Artikel-Nr. 12622564			
756 Stück,	Einzelpreis 10,115	Summe:	7.646,94 €	
	iEN 4, Artikel-Nr. 12606620 uswuchtlöcher (Kundendienstteile)			
2.520 Stücl	k, Einzelpreis 10,115	Summe:	<u>25,489,80 €</u>	
	Gesamt:		754.498,08 €	