MILLER, CANFIELD, PADDOCK AND STONE, P.L.C. 150 West Jefferson Ave., Suite 2500

Detroit, MI 48226

Donald J. Hutchinson

(313) 496-7536

Counsel for Vector CANtech, Inc. and Vector Informatik GmbH

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

840 West Long Lake Road

Troy, MI 48098

Joseph D. Gustavus

(248) 267-3317

Counsel for Vector CANtech, Inc. and Vector Informatik GmbH

# UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

| - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - | <br>- |  | X |
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In re: : Chapter 11

General Motors Corporation, : Case No. 09-50026 (REG)

:

Debtor.

#### **OBJECTION OF**

#### VECTOR CANtech, INC. AND VECTOR INFORMATIK GmbH TO CURE AMOUNTS

Vector CANtech, Inc. and Vector Informatik GmbH (collectively, "Supplier"), by its attorneys Miller, Canfield, Paddock and Stone, P.L.C., hereby objects to Debtor's proposed Cure Amounts relating to Debtor's assumption and assignment of certain executory contracts (the "Cure Objection"). In support of its Cure Objection, Supplier states as follows:

#### PRELIMINARY STATEMENT

1. Supplier is in receipt of the June 5, 2009 Notice of (I) Debtor's 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 "Notice"), in which Debtor states its intention to assume and assign to Vehicle Acquisition Holdings LLC (the "Purchaser") certain executory contracts between Supplier and Debtor (the "Contracts"). A true and accurate copy of the

Notice is attached hereto as Exhibit A.

2. Supplier proposes negotiations with Debtor regarding the issues raised herein in a good faith effort to reach an accord.

#### **ARGUMENT**

- 3. Debtor asserts, on its website http://www.contractnotices.com (the "Website"), a copy of which (as of June 11, 2009) is attached hereto as Exhibit B, that the total Cure Amounts for Supplier is \$17,457.44 (the "Proposed Cure Amounts").
- 4. Debtor's Proposed Cure Amounts do not accurately reflect all existing and potential defaults and are therefore insufficient.
- 5. Debtor's Proposed Cure Amounts would deprive Supplier of the full benefit of its bargain and would fail to restore the parties to pre-default conditions.
- 6. Furthermore, Debtor's Proposed Cure Amounts do not include potential defaults accruing after June 1, 2009; all amounts will be due no later than August 1, 2009 and thus Debtor may be in default prior to the closing on Debtor's sale of substantially all of Debtor's assets to Purchaser, which is likely to be completed well after they become due and owing ("Potential Pre-Sale Defaults").
- 7. Thus, the correct total of Cure Amounts required to cure all existing defaults and Potential Pre-Sale Defaults is \$105,057.34, which includes \$17,457.44 otherwise correctly set forth on the Website, as well as the following adjustments to the Cure Amounts (the "Adjustments"):
  - (a) inclusion of \$88,816.90, representing Potential Pre-Sale Defaults and comprising U.S. Dollar amounts incorrectly excluded from the Website as owed to Supplier by Debtor for items shipped by Supplier to Debtor before June 1, 2009 pursuant to purchase orders issued by Debtor, the details of which are attached hereto as Part I of <a href="Exhibit C">Exhibit C</a> and supported by substantiating documentation included therewith; and

(b) deduction of \$1,217.00, representing an amount owing from Supplier to Debtor in connection with an overpayment by Debtor to Supplier pursuant to a maintenance contract, the details of which are attached hereto as Part II of <a href="Exhibit C">Exhibit C</a> and supported by substantiating documentation included therewith.

8. Supplier reserves the right to submit additional amounts to be added to the amount stated above.

9. With appropriate language in a cure letter with Debtor to memorialize Debtor's and/or the Purchaser's commitment to pay the Correct Cure Amounts, Supplier anticipates that its objections based on the Adjustments will be resolved.

#### **RELIEF REQUESTED**

WHEREFORE, Supplier requests that the Court grant Supplier the relief as set forth in paragraph 8 of the Notice and such other relief as the Court deems just and proper.

Dated: June 12, 2009 MILLER CANFIELD PADDOCK AND STONE, P.L.C.

By /s/ Donald J. Hutchinson

Donald J. Hutchinson (MI P39545)

Counsel for Vector CANtech, Inc. and Vector Informatik

GmbH

150 West Jefferson Avenue, Suite 2500

Detroit, MI 48226

Telephone: (313) 963-6420

Fax: (313) 496-8450

Email: hutchinson@millercanfield.com

Joseph D. Gustavus (MI P56000)

Counsel for Vector CANtech, Inc. and Vector Informatik

**GmbH** 

840 West Long Lake Road, Suite 200

Troy, MI 48098

Telephone: (248) 267-3317

Fax: (248) 879-2001

Email: gustavus@millercanfield.com

#### **CERTIFICATE OF SERVICE**

Donald J. Hutchinson hereby certifies that, on the 12th day of June, 2009, he served a copy of the foregoing document, *OBJECTION OF COUNSEL FOR VECTOR CANtech, INC. AND VECTOR INFORMATIK GmbH TO CURE AMOUNTS*, upon each of the persons listed on the attached Exhibit 1, by Federal Express Priority Overnight Mail so as to be received by each of the persons listed on the attached Exhibit 1 before 4:00 p.m., June 15, 2009.

Dated: June 12, 2009 By /s/ Donald J. Hutchinson

Donald J. Hutchinson (MI P39545) Miller, Canfield, Paddock and Stone, P.L.C. 150 West Jefferson Avenue, Suite 2500

Detroit, MI 48226

Telephone: (313) 963-6420

Fax: (313) 496-8450

Email: hutchinson@millercanfield.com

#### **EXHIBIT 1**

#### **SERVICE LIST**

The Honorable Robert E. Gerber Chambers United States Bankruptcy Court One Bowling Green New York, NY 10004-1408

General Motors Corporation Cadillac Building 30009 Van Dyke Avenue Warren, MI 48090-9025

Attention: Warren Command Center Mailcode 480-206-114

Weil, Gotshal & Manges LLP Attention: Harvey R. Miller, Esq. Stephen Karotkin, Esq. and Joseph H. Smolinsky, Esq. 767 Fifth Avenue New York, NY 10153

United States Treasury Attention: Matthew Feldman, Esq. 1500 Pennsylvania Avenue NW Room 2312 Washington, DC 20220

John J. Rapisardi, Esq. Cadwalader, Wickersham & Taft LLP One World Financial Center New York, NY 10281 Vedder Price, P.C. Attention: Michael J. Edelman, Esq. and Michael L. Schein, Esq. 1633 Broadway, 47th Floor New York, NY 10019

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

Kenneth H. Eckstein, Esq. Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, NY 10036

#### Exhibit A

#### NOTICE

# SOUTHERN DISTRICT OF NEW YORK : In re : Chapter 11 Case No. :: GENERAL MOTORS CORP., et al., : 09-50026 (REG) :: Debtors. : (Jointly Administered)

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

#### PLEASE TAKE NOTICE THAT:

UNITED STATES BANKRUPTCY COURT

By motion dated June 1, 2009 (the "Motion"), General Motors Corporation ("GM") and its debtor subsidiaries, as debtors in possession (collectively, the "Debtors" or the "Company"), sought, among other things, authorization and approval of (a) the sale of substantially all the Debtors' assets pursuant to that certain Master Sale and Purchase Agreement and related agreements (the "MPA") among the Debtors (the "Sellers") and Vehicle Acquisition Holdings LLC (the "Purchaser"), a purchaser sponsored by the United States Department of the Treasury (the "U.S. Treasury") (the "363 Transaction"), free and clear of liens, claims, encumbrances, and interests, (b) certain proposed procedures to govern the sale process and provide for the submission of any competing bids for substantially all the Debtors' assets (the "Sale Procedures"), (c) the assumption and assignment of certain executory contracts (the "Contracts") and unexpired leases of personal property and of nonresidential real property (collectively, the "Leases") in connection with the 363 Transaction, (d) that certain settlement agreement between the Purchaser and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("UAW") to be executed at the closing of the 363 Transaction (the "UAW Retiree Settlement Agreement"), and (e) scheduling a final hearing for approval of the 363 Transaction (the "Sale Hearing").<sup>2</sup>

<sup>&</sup>lt;sup>1</sup> The Debtors and their respective Tax ID numbers are as follows: General Motors Corporation, Tax ID No. 38-0572515; Saturn, LLC, Tax ID No. 38-2577506; Saturn Distribution Corporation, Tax ID No. 38-2755764; and Chevrolet-Saturn of Harlem, Inc., Tax ID No. 20-1426707.

<sup>&</sup>lt;sup>2</sup> Copies of the Motion and the MPA (without certain commercially sensitive attachments) may be obtained by accessing the website established by the Debtors' claims and noticing agent, The Garden City Group, Inc., at http://www.gmcourtdocs.com.

- 2. The MPA, which, together with certain ancillary agreements, contemplates a set of related transactions for the sale of substantially all the Debtors' assets, defined as the "Purchased Assets" in Section 2.2(a) of the MPA, including certain Contracts and Leases, subject to higher or better offers.
- 3. The MPA contemplates, and the proposed order approving the Motion (the "Sale Order"), if approved, shall authorize the assumption and assignment to the Purchaser of certain Contracts and Leases pursuant to section 365 of title 11, United States Code (the "Bankruptcy Code"). The Sellers maintain a schedule containing Contracts and Leases that the Debtors may assume and assign to the Purchaser (collectively, the "Assumable Executory Contracts"). You are receiving this Notice because you are a party to one or more of the Assumable Executory Contracts.
- 4. THE SCHEDULE CONTAINS A LIST OF ASSUMABLE EXECUTORY CONTRACTS THAT MAY BE ASSUMED. THE PURCHASER RESERVES THE RIGHT UNDER THE MPA TO EXCLUDE ANY ASSUMABLE EXECUTORY CONTRACT FROM THE LIST OF ASSUMABLE EXECUTORY CONTRACTS TO BE ASSUMED AND ASSIGNED BY NO LATER THAN THE DESIGNATION DEADLINE DISCUSSED IN PARAGRAPH 13 BELOW.
- 5. The Debtors maintain a secure website which contains information about your Assumable Executory Contract, including amounts that the Debtors believe must be paid to cure all prepetition defaults under the respective Assumable Executory Contracts as of the Commencement Date in accordance with section 365(b) of the Bankruptcy Code (the "Cure Amounts"). In order to view the Cure Amount for the Assumable Executory Contract to which you are a party, you must log onto <a href="http://www.contractnotices.com">http://www.contractnotices.com</a> (the "Contract Website"). To log on, please use the user name and password provided to you with this notice. The username and password will enable you to access the Cure Amount for the particular Assumable Executory Contract to which you are a party.
- 6. Please review the Cure Amount for your Assumable Executory Contract. In some instances, additional terms or conditions of assumption and assignment with respect to a particular Assumable Executory Contract are provided on the Contract Website.
- Assumable Executory Contracts (the "Contract Objections"), including objections to the Cure Amount, must be made in writing and filed with the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") so as to be received no later than ten (10) days after the date of this Notice (the "Objection Deadline") by (i) the Debtors, c/o General Motors Corporation, Cadillac Building, 30009 Van Dyke Avenue, Warren, Michigan 48090-9025 (Attn: Warren Command Center, Mailcode 480-206-114); (ii) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.); (iii) the U.S. Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Matthew Feldman, Esq.); (iv) Cadwalader, Wickersham & Taft LLP, attorneys for the Purchaser, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.); (v) the attorneys for the Creditors Committee; (vi) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York, New York 10019 (Attn: Michael

- J. Edelman, Esq. and Michael L. Schein, Esq.); and (vii) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Diana G. Adams, Esq.).
- If a timely Contract Objection is filed solely as to the Cure Amount (a "Cure Objection"), then the Assumable Executory Contract shall nevertheless be assumed and assigned to the Purchaser on the Assumption Effective Date (as hereinafter defined), the Purchaser shall pay the undisputed portion of the Cure Amount on or as soon as reasonably practicable after the Assumption Effective Date, and the disputed portion of the Cure Amount shall be determined as follows and paid as soon as reasonably practicable following resolution of such disputed Cure Amount: To resolve the Cure Objection, the Debtors, the Purchaser, and the objecting non-Debtor counterparty to the Assumable Executory Contract (the "Non-Debtor Counterparty") shall meet and confer in good faith to attempt to resolve any such objection without Bankruptcy Court intervention. The Call Center (as defined in paragraph 18) has been established by the Debtors for this purpose. If the Debtors determine that the Cure Objection cannot be resolved without Bankruptcy Court intervention, then the Cure Amount will be determined as follows: (a) with respect to Assumable Executory Contracts pursuant to which the Non-Debtor Counterparty has agreed to an alternative dispute resolution procedure, then, according to such procedure; and (b) with respect to all other Assumable Executory Contracts, by the Bankruptcy Court at the discretion of the Debtors either at the Sale Hearing or such other date as determined by the Bankruptcy Court.
- 9. If a timely Contract Objection is filed that objects to the assumption and assignment on a basis other than the Cure Amount, the Debtors, the Purchaser, and the objecting Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Bankruptcy Court intervention. If the Debtors determine that the Contract Objection cannot be resolved without Bankruptcy Court intervention, then, at the discretion of the Sellers and the Purchaser, the Contract Objection shall be determined by the Bankruptcy Court at the Sale Hearing or such other date as determined by the Bankruptcy Court. If the Bankruptcy Court determines at such hearing that the Assumable Executory Contract should not be assumed and assigned, then such Executory Contract or Lease shall no longer be considered an Assumable Executory Contract.
- 10. If the Debtors, the Purchaser, and the Non-Debtor Counterparty resolve any Contract Objection, they shall enter into a written stipulation (the "Assumption Resolution Stipulation"), which stipulation is not required to be filed with or approved by the Bankruptcy Court.
- 11. If you agree with the respective Cure Amount(s) listed in the Contract Website with respect to your Assumable Executory Contract, and otherwise do not object to the Debtors' assumption and assignment of your Assumable Executory Contract, you are not required to take any further action.
- 12. Unless a Contract Objection is filed and served before the Objection Deadline, you shall be deemed to have consented to the assumption and assignment of your Assumable Executory Contract and the Cure Amount for your Assumable Executory Contract, and you shall be forever barred from objecting to the Cure Amount and from asserting any additional cure or other amounts against the Debtors, their estates, or the Purchaser.

- Up to the date that is thirty (30) days following the closing of the 363 Transaction, or if such date is not a Business Day (as defined in the MPA), the next Business Day, or such other later date as mutually agreed upon by the Purchaser and the Debtors (the "Designation Deadline"), the Purchaser may, in its sole discretion, subject to certain limitations specified in the MPA (applicable only as between the parties thereto), exclude any of the Assumable Executory Contracts by providing notice on the Contract Website. Upon such designation, the Contract or Lease referenced therein shall no longer be considered an Assumable Executory Contract, shall not be deemed to be, or to have been, assumed or assigned, and shall remain subject to assumption, rejection, or assignment by the Debtors. Until the Designation Deadline, the Purchaser also may, subject to certain limitations specified in the MPA (applicable only as between the parties thereto) designate additional Contracts or Leases as Assumable Executory Contracts to be assumed and assigned by providing notice to the affected Non-Debtor Counterparties. The Contract Website shall be updated from time to time to reflect the then current status of your Contract or Lease as well as the proposed effective date (the "Proposed Assumption Effective Date"), if any, of the assumption and assignment of particular Contracts or Leases.
- 14. The Debtors' decision to assume and assign the Assumable Executory Contracts is subject to Bankruptcy Court approval and consummation of the 363 Transaction, and, absent such consummation, each of the Assumable Executory Contracts will not be assumed or assigned to the Purchaser and shall in all respects be subject to further administration under the Bankruptcy Code. All Assumable Executory Contracts will be assumed and assigned to the Purchaser on the date (the "Assumption Effective Date") that is the later of (i) the Proposed Assumption Effective Date and (ii) the date following expiration of the Objection Deadline if no Contract Objection, other than to the Cure Amount, has been timely filed, or, if a Contract Objection, other than to the Cure Amount, has been filed, the date of the Assumption Resolution Stipulation or the date of a Bankruptcy Court order authorizing the assumption and assignment to the Purchaser of the Assumable Executory Contract. Until the Assumption Effective Date, assumption and assignment of the Assumable Executory Contracts is subject to the Purchaser's rights to modify the designation of Assumable Executory Contracts as set forth in paragraph 13 above. Except as otherwise provided by the MPA, the Purchaser shall have no rights in and to a particular Assumable Executory Contract prior to the Assumption Effective Date.
- 15. The inclusion of any document on the list of Assumable Executory Contracts shall not constitute or be deemed to be a determination or admission by the Debtors or the Purchaser that such document is, in fact, an executory contract or Lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are expressly reserved.
- 16. Any Contract Objection shall not constitute an objection to the relief generally requested in the Motion (e.g., the sale of the Purchased Assets by the Debtors to the Purchaser free and clear of liens, claims, encumbrances, and interests), and parties wishing to object to the relief generally requested in the Motion must file and serve a separate objection in accordance with the procedures approved and set forth in the order of the Bankruptcy Court approving the Sale Procedures.
- 17. If a party other than the Purchaser is determined to be the highest or best bidder for the assets to be sold pursuant to the 363 Transaction, you will receive a separate notice

providing additional information regarding the treatment of your Contract or Lease; provided, however, that if the applicable Cure Amount has been established pursuant to the procedures set forth in this Notice, it shall not be subject to further dispute if the new purchaser seeks to acquire such contract or Lease.

18. If you have questions about the Assumable Executory Contracts or proposed Cure Amounts, you may call 1-888-409-2328 (in the United States) or 1-586-947-3000 (outside the United States) (the "Call Center").

Dated: New York, New York June 5, 2009

/s/ Stephen Karotkin
Harvey R. Miller
Stephen Karotkin
Joseph H. Smolinsky

WEIL, GOTSHAL & MANGES LLP 767 Fifth Avenue New York, New York 10153 Telephone: (212) 310-8000 Facsimile: (212) 310-8007

Attorneys for Debtors and Debtors in Possession

#### Exhibit B

## COPY OF DEBTOR'S WEBSITE AS OF JUNE 11, 2009

Contract Notices Page 1 of 2

# **Contract Notices**

User: RGBjnUwk

My Contracts Documents & Links



Vendor Master ID: 324833540

# Supplier Details

Supplier Name: VECTOR INFORMATIK GMBH

Contract Cure Amount: \$17,457.44

# of Contracts: 14

Click <a href="here">here</a> to view Contract Cure Amount Details

#### Contracts

| Row ID        | <b>GM Contract ID</b> | Vendor ID | <b>Counter Party Name</b> | <b>Contract Type</b>             | <b>Contract Status</b> |
|---------------|-----------------------|-----------|---------------------------|----------------------------------|------------------------|
| 5716-00014977 |                       |           | Vector CANtech, Inc.      | License Agreement                | Noticed                |
| 5716-00037442 | TCS24824              | 111757464 | VECTOR CANTECH INC        | Agreement                        | Noticed                |
| 5716-00079101 | TCS06047              | 110013067 | VECTOR CANTECH            | Agreement                        | Noticed                |
| 5716-00079102 | TCS09206              | 110013067 | VECTOR CANTECH            | Agreement                        | Noticed                |
| 5716-00079107 | TCS20082              | 110013067 | VECTOR CANTECH            | Agreement                        | Noticed                |
| 5716-00090492 | TCS26586              | 110013067 | VECTOR CANTECH            | Agreement                        | Noticed                |
| 5716-00094633 | ONS05510              | 111757464 | VECTOR CANTECH INC        | Agreement                        | Noticed                |
| 5716-00096731 | TCS19869              | 110013067 | VECTOR CANTECH            | Agreement                        | Noticed                |
| 5716-00099390 | TCS23535              | 111757464 | VECTOR CANTECH INC        | Agreement                        | Noticed                |
| 5716-00107126 | TCS24439              | 110013067 | VECTOR CANTECH            | Agreement                        | Noticed                |
| 5716-00299537 | N/A                   | N/A       | Vector CANtech            | IT-Software License<br>Agreement | Noticed                |
| 5716-00303931 | N/A                   | N/A       | Vector CANtech, Inc.      | Agreement                        | Noticed                |
| 5716-00303962 | N/A                   | N/A       | Vector CANtech, Inc.      | Agreement                        | Noticed                |
| 5716-00305883 | N/A                   | 111757464 | Vector Cantech            | Agreement                        | Noticed                |

Hover mouse cursor here for Contract Status Legend

**Contract Notices** Page 2 of 2

Important Notices:

All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such terms in that in the sale motion.

Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assignment all agreements expressly incorporated into and/or referenced in such purchase order.

All contract descriptions that appear in the "Contract ID" field are for purposes of contract identification only and shall not be binding on the Debtors or the Purchaser, as the case may be, or serve as an admission, for any purposes in the debtors' chapter 11 cases, including determining the parties' substantive rights under the contract, establishing the executory nature of a contract or establishing the Debtors' proposed treatment of the contract for purposes of contract assumption and assignment.

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June 11, 2009 @ 04:19:24 PM

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Contract Notices Page 1 of 1

### **Contract Notices**

User: RGBjnUwk

My Contracts Documents & Links



Supplier Details

Supplier Name: VECTOR INFORMATIK GMBH

Contract Cure Amount: \$17,457.44

# of Contracts: 14 Click here to view Contracts

#### **Cure Amount Details**

| Remit DUNS  | PO Number | BOL      | <b>Document Date</b> | <b>Due Date</b> | <u>Amount</u>   |
|-------------|-----------|----------|----------------------|-----------------|-----------------|
| RD110013067 | TCS26586  | 80132325 | 4/15/2009            | STAYED          | \$6,615.32 USD  |
| RD110013067 | TCS22299  | 90152120 | 5/13/2009            | STAYED          | \$10,842.12 USD |

#### Important Notices:

All capitalized terms used, but not defined expressly on this website, have the meaning ascribed to such terms in that in the sale motion.

Purchaser's designation of a purchase order as "Noticed" also means that the Purchaser is designating for assumption and assignment all agreements expressly incorporated into and/or referenced in such purchase order.

All contract descriptions that appear in the "Contract ID" field are for purposes of contract identification only and shall not be binding on the Debtors or the Purchaser, as the case may be, or serve as an admission, for any purposes in the debtors' chapter 11 cases, including determining the parties' substantive rights under the contract, establishing the executory nature of a contract or establishing the Debtors' proposed treatment of the contract for purposes of contract assumption and assignment.

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June 11, 2009 @ 04:21:42 PM

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Vendor Master ID: 324833540

#### **Exhibit C**

# SPREADSHEET AND SUBSTANTIATING DOCUMENTATION FOR CURE OBJECTION AMOUNTS

#### **Exhibit C:** Cure Objection Detail

**Debtor: General Motors Corporation ("GM")** 

Supplier: Vector CANtech, Inc. and Vector Informatik GmbH Vendor ID #: 324833540 ("Vector")

Part I. Potential Pre-Sale Defaults to be Included as Cure Amounts:

| Shipping<br>Number | GM<br>P. O.<br>Number | GM<br>P.O.<br>Date | Vector Order<br>Confirmation<br>Number | Vector<br>Invoice<br>Number | Delivery<br>Date** | GM<br>Delivery Location  | Vector<br>Invoice<br>Date** | Total Unpaid<br>Amount |
|--------------------|-----------------------|--------------------|--|-----------------------------|--------------------|--|-----------------------------|------------------------|
| 80134167           | TCS27325              | 5/6/2009           | 120501                                 | 90153003                    | 6/1/2009           | GM Powertrain Headquarters<br>Attn: Michael Rosati 734-320-<br>8588<br>895 Joslyn Ave<br>Plant 13 Dock 45W<br>Pontiac, MI 48340-2920 | 5/29/2009                   | \$17,763.38            |
| 80134169           | TCS27100              | 4/22/2009          | 120260                                 | 900153004                   | 6/1/2009           | GM Powertrain Headquarters<br>Attn: Michael Rosati 734-320-<br>8588<br>895 Joslyn Ave<br>Plant 13 Dock 45W<br>Pontiac, MI 48340-2920 | 5/29/2009                   | \$26,645.07            |
| 80134165           | TCS27138              | 4/23/2009          | 120259                                 | 90153005                    | 6/1/2009           | GM Powertrain Headquarters<br>Attn: Michael Rosati 734-320-<br>8588<br>895 Joslyn Ave<br>Plant 13 Dock<br>Pontiac, MI 48340-2920     | 5/29/2009                   | \$44,408.45            |
|                    |                       |                    | Potential Pre                          | e-Sale Defa                 | ults to be I       | ncluded as Cure Amou   | nts:                        | \$88,816.90            |

\*\* Invoice date represents the date the order was shipped.

Part II. <u>Deduction to Cure Amounts for Debtor Overpayment</u>:

| GM       | Description                   | Date      | Overpayment |
|----------|-------------------------------|-----------|-------------|
| P.O.     |                               | Received  | Due Back    |
| Number   |                               |           | to Debtor   |
| TCS10009 | Maintenance Contract-         | 11/2/2007 | 1,217.00    |
|          | CANdela Studio                |           |             |
|          | (Should not have paid-        |           |             |
|          | quoted/invoiced at \$0 dollar |           |             |
|          | amount).                      |           |             |

# Delivery Note 80134167 05/29/2009

Attn: Michael Rosati 734-320-8588

GM Powertrain Headquarters

895 Joslyn Ave Plant 13 Dock 45W Pontiac MI 48340-2920



Suite 550 39500 Orchard Hill Place Novi, MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

Purchase Order: TCS27325 Mike Rosati +1 734 320 8588

| ItemNo | Qty                 | Description                                       |  |  |  |  |  |  |  |  |
|--------|---------------------|---|--|--|--|--|--|--|--|--|
| 10     | 2                   | CANoe RUN V7.1                                    |  |  |  |  |  |  |  |  |
|        | PRZX4641            | 001   |  |  |  |  |  |  |  |  |
|        | Vendor# 1           | 1-175-7464  |  |  |  |  |  |  |  |  |
| 20     | 2                   | CANboardXL PCIe V1.0 (Unlicensed)                 |  |  |  |  |  |  |  |  |
|        | PRZX4641            | 002   |  |  |  |  |  |  |  |  |
|        | Vendor# 1           | 1-175-7464  |  |  |  |  |  |  |  |  |
|        | 786 /               |   |  |  |  |  |  |  |  |  |
|        | 636 /               |   |  |  |  |  |  |  |  |  |
| 30     | 4                   | CANpiggy 1050opto (installed)                     |  |  |  |  |  |  |  |  |
|        | CANpiggie           | s come pre-installed in hardware when applicable. |  |  |  |  |  |  |  |  |
|        | PRZX4641            | 003   |  |  |  |  |  |  |  |  |
| 90     | 2                   | CANboardXL PCIe V1.0 ( Unlicensed )               |  |  |  |  |  |  |  |  |
|        | PRZX4641            |   |  |  |  |  |  |  |  |  |
|        | Vendor# 11-175-7464 |   |  |  |  |  |  |  |  |  |
|        | 788 /               |   |  |  |  |  |  |  |  |  |
| 100    | 524 /               | ANY 1 4070 1 (1 1 27 1)                           |  |  |  |  |  |  |  |  |
| 100    | 2                   | CANpiggy 1050opto (installed)                     |  |  |  |  |  |  |  |  |
|        |                     | s come pre-installed in hardware when applicable. |  |  |  |  |  |  |  |  |
| 110    | PRZX4641            |   |  |  |  |  |  |  |  |  |
| 110    | 2                   | CANpiggy 5790opto c (installed)                   |  |  |  |  |  |  |  |  |
|        |                     | s come pre-installed in hardware when applicable. |  |  |  |  |  |  |  |  |
| 170    | PRZX4641            |   |  |  |  |  |  |  |  |  |
| 170    | <b>2</b>            | Maintenance Agreement CANoe RUN                   |  |  |  |  |  |  |  |  |
|        | PRZX4641            |   |  |  |  |  |  |  |  |  |
|        | venaor# 1           | 1-175-7464  |  |  |  |  |  |  |  |  |



Order Confirmation 120501 05/13/2009

Senior Project Engineer Bldg. C, Cube 1C28 Bldg. C Cube 1C28 General Motors Corporation

895 Joslyn Road Pontiac MI 48340

Phone: +1 734 320 8588

Fax:

E-Mail: michael.r.rosati@gm.com

PO Number: TCS27325

Dear Mr. Rosati,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

Vector's diagnostic solution covers everything you need to generate and automate your vehicle diagnostics.

Ask our sales department for more details!

Suite 550 39500 Orchard Hill Place Novi, MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

#### Shipment address:

General Motors Corporation 1999 Centerpoint Parkway Pontiac MI 48341-3147

| Item | Qty PartNr. |  | Description   | Pri | Price(USD) |          | LineTotal(USD)         |  |  |
|------|-------------|--|---|-----|------------|----------|------------------------|--|--|
| 1000 | 2<br>Disco  | <b>11190</b><br>ount [%]                                       | CANoe RUN V7.1<br>25.00- %  | \$  | 6,951.00   | \$<br>\$ | 13,902.00<br>3,475.50- |  |  |
|      | Vend        |  | s runtime environment for (remaining bus) simulanalysis and testing of ECUs in distributed systom |     |            | \$       | 10,426.50              |  |  |
| 2000 | Vend        | <b>07136</b><br>X4641 002<br>dor# 11-175-74<br>PCI-Express int | CANboardXL PCle V1.0 (Unlicensed)  64 erface for CAN and LIN (2 channels).                        | \$  | 875.00     | \$       | 1,750.00               |  |  |
| 2010 | 4<br>Disco  | <b>22026</b><br>ount [%]                                       | CANpiggy 1050opto (installed) 5.00- %   | \$  | 163.80     | \$<br>\$ | 655.20<br>32.76-       |  |  |
|      | PRZ         | X4641 003  |   |     |            | \$       | 622.44                 |  |  |

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| ltem  | Qty              | PartNr.  | Description   | Pri    | ce(USD)  | Lin      | eTotal(USD)     |
|-------|------------------|--|---|--------|----------|----------|-----------------|
|       |                  | dor# 11-175-7464<br>Transceiver modul                                | e with opto decoupled High-Speed CAN transc                           | ceiver | TJA1050. |          |                 |
| 000   | PRZ<br>Vend      | <b>07136</b><br>IX4641 002<br>dor# 11-175-7464<br>PCI-Express interf | CANboardXL PCle V1.0 ( Unlicensed ) ace for CAN and LIN (2 channels). | \$     | 875.00   | \$       | 1,750.00        |
| 3010  |                  | <b>22026</b><br>ount [%]   | CANpiggy 1050opto (installed) 5.00- %                                 | \$     | 163.80   | \$<br>\$ | 327.60<br>16.38 |
|       | Vend             | X4641 003<br>dor# 11-175-7464<br>Fransceiver modul                   | e with opto decoupled High-Speed CAN transo                           | ceiver | TJA1050. | \$       | 311.22          |
| 3020  | <b>2</b><br>Disc | <b>22022</b><br>ount [%]   | CANpiggy 5790opto c (installed) 5.00- %                               | \$     | 163.80   | \$<br>\$ | 327.60<br>16.38 |
|       | Vend             | X4641 004<br>dor# 11-175-7464<br>Transceiver modul                   | e with opto decoupled Single-Wire CAN transc                          | ceiver | AU5790c. | \$       | 311.22          |
| 5000  |                  | <b>NK-CANOE</b><br>X4641 005<br>dor# 11-175-7464                     | Maintenance Agreement CANoe RUN                                       | \$     | 1,296.00 | \$       | 2,592.00        |
| Total | value            | <br>e  |   |        |          | \$       | 17,763.38       |

#### NOTE:

#### We deliver based upon the following Terms and Conditions:

Acceptance and delivery of this order is governed by Vector CANtech's Terms and Conditions, listed as Exhibit A, which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are also located at: http://www.vector-cantech.com/portal/medien/vector\_cantech/Vector\_Terms\_and\_Conditions.pdf

#### Terms of payment:

No deduction until day 2 in 2 months

Baseline date on day 31 of month

If paying by credit card, please note additional fees may be charged by your credit card company.

Delivery Terms: Products shipped 7-10 days upon receipt of order.

This quotation is valid for 30 days.

Shipping is FOB destination - USA only.

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Best Regards, Vector CANtech, Inc. Sue Larabell

#### **EXHIBIT A: VECTOR STANDARD TERMS AND CONDITIONS**

1. **TERMS AND CONDITIONS.** Vector CANtech, Inc. ("Vector") and Customer, its successors, assigns, affiliates, and representatives (hereinafter referred to as "Customer") agree that these Vector Standard Terms and Conditions (the "Vector Standard Terms and Conditions") govern Customer's Purchase Order or any other document that Customer may heretofore have sent or later send to Vector (collectively, the "Customer Documents"). Fulfillment of Customer's Purchase Order is expressly conditioned upon Customer's acceptance of these Vector Standard Terms and Conditions, which acceptance shall be deemed to occur upon the earlier of Customer's issuance of a Purchase Order upon receipt of these Vector Standard Terms and Conditions or Customer's failure to object in writing within ten (10) days after later receipt of the same notwithstanding: (i) the inclusion of different or additional terms and conditions on the Customer Document, (ii) Vector's shipment to Customer of the Vector Product set forth on the Customer Document, or (iii) Vector's acceptance of the purchase price set forth on the Customer Document. In any event, if there shall be any inconsistency or conflict between the Vector Standard Terms and Conditions and the Customer Document (including those terms appearing on the reverse side of, or as an attachment to, a Customer Document). Vector rejects such inconsistent or conflicting terms and the Vector Standard Terms and Conditions shall govern and control. In addition, the terms and conditions of the License Agreement (defined herein) and any Maintenance Certificate issued thereunder are hereby incorporated herein by reference, to the extent that the Vector Products are Vector Tool Software and/or Hardware.

#### 2. ADDITIONAL DEFINITIONS.

- 2.1 "Order Confirmation" means Vector's confirmation of Customer's Purchase Order to which the Vector Standard Terms and Conditions are attached.
- 2.2 "Quote" means the offer sent by Vector to Customer in response to Customer's request for a quote, which shall be governed by these Vector Standard Terms and Conditions, even if the Quote does not reference these Vector Standard Terms and Conditions.
- 2.3 "License Agreement" means the Vector Tool License Agreement for the licensure of Vector Products that are Vector Tool Software and Hardware, both as defined therein.
- 2.4 "Purchase Order" means Customer's acceptance of the Quote.
- 2.5 "Vector Product" means the product, including Vector Tool Software and Hardware, ordered by Customer from Vector, which is described on the Order Confirmation or some other document issued by Vector in relation thereto.
- 2.6 "Invoice" means the document sent by Vector to Customer requesting payment for the Vector Product delivered to Customer.
- 3. **MODIFICATION.** The Vector Standard Terms and Conditions may not be modified, altered or added to except with Vector's prior written consent, signed by a duly authorized representative of Vector.

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- 4. **LICENSE.** Any Vector Product that is Vector Tool Software and Hardware licensed by Vector to Customer is subject to the License Agreement provided therewith. Customer agrees that it will be bound by the additional terms and conditions of the License Agreement prior to use of any Vector Product that is Vector Tool Software and/or Hardware. A copy of the License Agreement is available upon request.
- 5. **DELIVERY AND SHIPMENT.** Unless otherwise specified by Vector, all prices quoted are F.O.B. carrier at Vector's place of business. Upon delivery of the Vector Product to the carrier for shipment to Customer, all risk of loss, damage and other incidents of ownership shall immediately pass to Customer. Vector also reserves the right to ship the Vector Product on common carriers selected from those carriers having specific authority to serve Vector.
- 6. **TAXES.** Vector shall not in any event be liable or responsible for any taxes, assessments, duties or other governmental charges which may be imposed upon, levied against or claimed to be due from Customer and which are, or are asserted or claimed by Customer to be attributable in any manner or to any extent to the failure, neglect or refusal, or to the claimed or alleged failure, neglect or refusal, of Vector to ship or deliver the Vector Product at the time, in the quantity, and/or in the manner specified in the Vector Standard Terms and Conditions. To the extent legally permissible, all present and future taxes and duties imposed by any governmental authority that Vector may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use, installation, testing, or importation of the Vector Product (except income taxes) shall be added to the purchase price and shall be paid by Customer to Vector.
- 7. PAYMENT/CUSTOMER'S FINANCIAL ABILITY. If Vector pays shipping costs for special shipping requests, including, but not limited to, requests for overnight shipping, Vector may, in its sole discretion, charge this additional cost to Customer by adding such cost to the total price of the Vector Product. Payment for the Vector Product, including such additional shipping costs, if any, is due net 30 days from date of the Invoice. If, at any time, Vector determines that Customer does not have satisfactory financial ability to perform under these Vector Standard Terms and Conditions, then Vector has the right to demand from Customer adequate assurances of due performance, payment in advance, a progression of payments in amounts reasonably satisfactory to Vector, or satisfactory security or a guarantee that invoices will be promptly paid when due. If Customer fails to comply with any such demand within seven (7) business days of Customer's receipt of such demand, Vector has the right to withhold further deliveries, to suspend performance hereunder, or to terminate Customer's order, and any unpaid amounts shall thereupon become immediately due.
- 8. **INSOLVENCY.** Vector may immediately cancel the Purchase Order without liability to Customer in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Customer; (b) filing of a voluntary petition in bankruptcy by Customer; (c) filing of any involuntary petition in bankruptcy against Customer; (d) appointment of a receiver or trustee for Customer; or (e) execution of an assignment for the benefit of creditors by Customer.
- 9. **GRANT OF SECURITY INTEREST.** Customer grants to Vector a security interest in all of Customer's rights, title, and interest in and to the following, whether existing now or later, or in which Customer now has or later acquires an interest (the "Collateral"): (a) the Vector Product, including any license thereof, and any license of Vector Tool Software and Hardware granted pursuant to a License Agreement between Vector and Customer; and (b) all proceeds, products, derivatives, modifications, updates, and profits from any such Vector Product or license of Vector Product that is Vector Tool Software and/or Hardware granted pursuant to a License Agreement, and any accessions to the Vector Product. The Collateral secures Customer's full and prompt performance and payment to Vector of all obligations of Customer to Vector under

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these Vector Standard Terms and Conditions and any License Agreement between Vector and Customer. This security interest will be satisfied by payment in full. Customer agrees that it will cooperate with Vector to execute any document required by Vector to perfect its security interest in the Collateral.

- 10. CANCELLATION. Customer may not cancel the Vector Standard Terms and Conditions except by Vector's written consent. If Customer cancels the Purchase Order with or without Vector's consent, Customer may be liable for any loss (including loss of profit) suffered by Vector by reason of Customer's cancellation. In the event that Customer cancels the Purchase Order, Vector may demand that Customer pay, immediately upon such demand, the following amounts: (a) an amount equal to the price set forth in the Order Confirmation for Vector Products which prior to such cancellation have been completed in accordance with the Vector Standard Terms and Conditions and not previously paid for; (b) an amount equal to the costs of work-in-process and raw materials incurred by Vector in furnishing the Vector Product; and (c) an amount equal to Vector's lost profit. In the event of Customer's failure or refusal to accept the Vector Product, or other default either before or after delivery to carrier, Vector may, without notice, retain or repossess said Vector Product and require that Customer pay to Vector the full purchase price less an allowance for the difference, if any, between the purchase price and the then current value thereof.
- 11. **DELAYS.** Vector shall not be held liable or deemed in default if prevented from or delayed in performing any of the obligations of the Vector Standard Terms and Conditions by reason of an event or occurrence beyond its reasonable control, such as, by way of example and not by way of limitation, Customer delays, labor problems, or inability to obtain power, material, labor, equipment, or transportation.
- 12. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY. All Vector Products, including all rights, title and interest therein, shall remain the exclusive intellectual property of Vector. Vector Products that are Vector Tool Software and Hardware are, among other provisions, subject to the Intellectual Property Rights and Confidentiality provisions in the License Agreement. The structure, organization and/or code of the Vector Products are confidential information of Vector and shall neither be examined by Customer (or its employees) nor disclosed by Customer (or its employees) to any third parties, regardless of the reason. The Vector Products are protected by copyright, trade secret, and other intellectual property laws, including without limitation United States Copyright Laws and International Copyright Treaties. Customer shall not remove, modify, or destroy any proprietary markings of Vector affixed to or embedded within the Vector Products, including, but not limited to, legends and notice of Vector's ownership and title to trademarks, trade names, trade secrets, copyrights or patents placed upon or contained within the Vector Products. Customer agrees to reproduce all such markings upon or within authorized copies of the Vector Product.
- 13. <u>WARRANTY DISCLAIMER.</u> EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE LICENSE AGREEMENT FOR THE VECTOR PRODUCTS THAT ARE VECTOR TOOL SOFTWARE AND HARDWARE, CUSTOMER ASSUMES THE ENTIFY AS TO USE OF THE VECTOR PRODUCT AND ANY RESULTS GENERATED THEREBY. THE LIMITED WARRANTY IN SECTION 12 OF THE LICENSE AGREEMENT IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR OF IS EXPRESSED OR IMPLIED. VECTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY WARRANTY FROM VECTOR, WHETHER GRANTED PURSUANT TO THE LICENSE AGREEMENT, OR BY LAW, SHALL BE VOID IF THE VECTOR PRODUCT IS MODIFIED AFTER ACCEPTANCE.
- 14. <u>LIMITATION OF LIABILITY AND INDEMNIFICATION.</u> AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES THAT VECTOR AND ITS AFFILIATES SHALL HAVE NO LIABILIT TO CUSTOMER FOR ANY DAMAGES WHATSOEVER RELATED TO THE VECTOR PRODUCT OR ANY RESULTS GENER

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THEREBY, INCLUDING ANY AMOUNTS REPRESENTING CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTADAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, EXEMPLARY DAMAGES, OR PUNITIVE DAMAGES, INCLUDING COSTS OR DAMAGES RELATED TO PRODUCT RECALLS, PROGRAM DEVELOPMENT/PRODUCTION DELAYS, WORK STOPPAGES, OR PRODUCT LIABILITY. AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES TO INDEMNIFY VECTOR AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND DAMAGES INCURRED BY VECTOR, INCLUDING ATTORNEYS' FEES RELATED THERETO, THAT ARISE OR RESULT FROM AUTHORIZED OR UNAUTHORIZED USE, MISUSE OR OPERATION OF THE VECTOR PRODUCT.

#### 15. GENERAL PROVISIONS.

- 15.1 <u>Choice of Law.</u> The Vector Standard Terms and Conditions shall be governed by the laws of the State of Michigan, without regard to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 <u>Invalid Provision.</u> If any part of the Vector Standard Terms and Conditions is found void and unenforceable, it will not affect the validity of the balance of the Vector Standard Terms and Conditions, which shall remain valid and enforceable according to their terms.
- 15.3 <u>Entire Agreement.</u> The Vector Standard Terms and Conditions, the License Agreement (for Vector Products that are Vector Tool Software and Hardware) and any Maintenance Certificate issued thereunder contain the entire agreement between the parties with respect to the Purchase Order and other subject matter set forth herein.
- 15.4 <u>Waiver</u>. The waiver by Vector of any terms, provision, or condition hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver or subsequent breach of the same condition or provision. In the event Customer shall default in its obligations under the Vector Standard Terms and Conditions, Customer shall be liable for Vector's cost of collection including reasonable attorneys' fees.
- 15.5 <u>Export Laws.</u> Customer agrees not to ship, transfer or export Vector Products into any country or use Vector Products in any manner prohibited by the United States Export Administration Act or prohibited by any other export laws, restrictions or regulations.
- 15.6 <u>Additional</u> <u>Rights.</u> All rights granted to Vector hereunder shall be in addition to, and not in lieu of, Vector's rights arising by operation of law.
- 15.7 <u>Assignment/Transfer.</u> Customer shall not transfer or assign its interests under the Vector Standard Terms and Conditions to any third party, including any contractor or vendor of Customer, without Vector's prior written consent, signed by an authorized representative of Vector.

BHLIB: 521120.4\114520-00003

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Suite 550 39500 Orchard Hill Place Novi, MI 48375

Attn: Michael Rosati 734-32

GM Powertrain Headquarters

Shipment address:

Plant 13 Dock 45W

Pontiac MI 48340-2920

895 Joslyn Ave

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

# Order Confirmation 120260 05/06/2009

Mike Rosati
Senior Project Engineer
Bldg. C Cube 1C28
General Motors Corporation
895 Joslyn Road
Pontiac MI 48340
Phone: +1 734 320 8588

Fax:

E-Mail: michael.r.rosati@gm.com

PO Number: TCS27100

Dear Mr. Rosati,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

Vector offers a CAN (D-Sub9) to J1962 (OBDII) diagnostic cable.

Ask our sales department for more details!

| Item | Qty PartNr. |                            | Description  | Pri | ice(USD) | LineTotal(USD) |           |  |
|------|-------------|----------------------------|--|-----|----------|----------------|-----------|--|
| 1000 | 3           | 11190                      | CANoe RUN V7.1   | \$  | 6,951.00 | \$             | 20,853.00 |  |
|      | Disc        | ount [%]                   | 25.00- %   |     |          | \$             | 5,213.25- |  |
|      |             |                            |  |     |          | \$             | 15,639.75 |  |
|      |             | 0199 001<br>or# 11-175-746 |  |     |          |                |           |  |
|      | C           |                            | as runtime environment for (remaining bus) si<br>analysis and testing of ECUs in distributed s<br>ystem CAN. |     |          |                |           |  |
| 2000 |             | <b>07136</b><br>0199 002   | CANboardXL PCIe V1.0 ( Unlicensed )  | \$  | 875.00   | \$             | 2,625.00  |  |
|      |             | or# 11-175-746             |  |     |          |                |           |  |
|      | r           | CI-Express in              | terface for CAN and LIN (2 channels).  |     |          |                |           |  |
| 2010 | 6           | 22026                      | CANpiggy 1050opto (installed)  | \$  | 163.80   | \$             | 982.80    |  |
|      | Disc        | ount [%]                   | 5.00- %  |     |          | \$             | 49.14-    |  |
|      | PRZX        | 0199 003                   |  |     |          | \$             | 933.66    |  |
|      | Vend        | or# 11-175-746             | 64   |     |          |                |           |  |

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| Item      | Qty   | PartNr.  | Description                                  | Pri     | ice(USD)   | Lin      | eTotal (USD)    |  |  |  |  |  |
|-----------|---|--|--|---------|------------|----------|-----------------|--|--|--|--|--|
|           | Т   | ransceiver modu                                | le with opto decoupled High-Speed CAN trans  | ceiver  | TJA1050.   |          |                 |  |  |  |  |  |
| 3000      |   | <b>07136</b><br>0199 002<br>or# 11-175-7464    | CANboardXL PCIe V1.0 ( Unlicensed )          | \$      | 875.00     | \$       | 2,625.00        |  |  |  |  |  |
|           | P   | CI-Express inte                                | erface for CAN and LIN (2 channels).         |         |            |          |                 |  |  |  |  |  |
| 3010      | <b>3</b><br>Disc  | <b>22026</b><br>ount [%]                       | CANpiggy 1050opto (installed) $5.00-\%$      | \$      | 163.80     | \$<br>\$ | 491.40<br>24.57 |  |  |  |  |  |
|           | PRZX0199 003 Vendor# 11-175-7464 Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050. |  |  |         |            |          |                 |  |  |  |  |  |
| 3020      | <b>3</b><br>Disc  | <b>22022</b><br>ount [%]                       | CANpiggy 5790opto c (installed) $5.00-\%$    | \$      | 163.80     | \$<br>\$ | 491.40<br>24.57 |  |  |  |  |  |
|           |   | 0199 004<br>or# 11-175-7464                    |  |         |            | \$       | 466.83          |  |  |  |  |  |
|           | T   | ransceiver modu                                | le with opto decoupled Single-Wire CAN trans | sceiver | ^ AU5790c. |          |                 |  |  |  |  |  |
| 5000      |   | <b>NK-CANOE</b><br>0199 005<br>or# 11-175-7464 | Maintenance Agreement CANoe RUN              | \$      | 1,296.00   | \$       | 3,888.00        |  |  |  |  |  |
| <br>Total | value   |  |  |         |            | \$       | 26,645.07       |  |  |  |  |  |

NOTE: The licenses listed above are to be used for a period of 120 days and served from a FlexLM server. At the end of 120 days, if GM decides not to purchase maintenance, these licenses will be transferred to hardware based license means.

#### We deliver based upon the following Terms and Conditions:

Acceptance and delivery of this order is governed by Vector CANtech's Terms and Conditions, listed as Exhibit A, which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are also located at: http://www.vector-cantech.com/portal/medien/vector cantech/Vector Terms and Conditions.pdf

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No deduction until day 2 in 2 months

Baseline date on day 31 of month

If paying by credit card, please note additional fees may be charged by your credit card company.

Delivery Terms: Products shipped 7-10 days upon receipt of order.

This quotation is valid for 30 days.

Shipping is FOB destination - USA only.

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Best Regards, Vector CANtech, Inc. Sue Larabell

#### EXHIBIT A: VECTOR STANDARD TERMS AND CONDITIONS

1. TERMS AND CONDITIONS. Vector CANtech, Inc. ("Vector") and Customer, its successors, assigns, affiliates, and representatives (hereinafter referred to as "Customer") agree that these Vector Standard Terms and Conditions (the "Vector Standard Terms and Conditions") govern Customer's Purchase Order or any other document that Customer may heretofore have sent or later send to Vector (collectively, the "Customer Documents"). Fulfillment of Customer's Purchase Order is expressly conditioned upon Customer's acceptance of these Vector Standard Terms and Conditions, which acceptance shall be deemed to occur upon the earlier of Customer's issuance of a Purchase Order upon receipt of these Vector Standard Terms and Conditions or Customer's failure to object in writing within ten (10) days after later receipt of the same notwithstanding: (i) the inclusion of different or additional terms and conditions on the Customer Document, (ii) Vector's shipment to Customer of the Vector Product set forth on the Customer Document, or (iii) Vector's acceptance of the purchase price set forth on the Customer Document. In any event, if there shall be any inconsistency or conflict between the Vector Standard Terms and Conditions and the Customer Document (including those terms appearing on the reverse side of, or as an attachment to, a Customer Document). Vector rejects such inconsistent or conflicting terms and the Vector Standard Terms and Conditions shall govern and control. In addition, the terms and conditions of the License Agreement (defined herein) and any Maintenance Certificate issued thereunder are hereby incorporated herein by reference, to the extent that the Vector Products are Vector Tool Software and/or Hardware.

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- 3. MODIFICATION. The Vector Standard Terms and Conditions may not be modified, altered or added to except with Vector's prior written consent, signed by a duly authorized representative of Vector.

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- 4. **LICENSE.** Any Vector Product that is Vector Tool Software and Hardware licensed by Vector to Customer is subject to the License Agreement provided therewith. Customer agrees that it will be bound by the additional terms and conditions of the License Agreement prior to use of any Vector Product that is Vector Tool Software and/or Hardware. A copy of the License Agreement is available upon request.
- 5. **DELIVERY AND SHIPMENT.** Unless otherwise specified by Vector, all prices quoted are F.O.B. carrier at Vector's place of business. Upon delivery of the Vector Product to the carrier for shipment to Customer, all risk of loss, damage and other incidents of ownership shall immediately pass to Customer. Vector also reserves the right to ship the Vector Product on common carriers selected from those carriers having specific authority to serve Vector.
- 6. TAXES. Vector shall not in any event be liable or responsible for any taxes, assessments, duties or other governmental charges which may be imposed upon, levied against or claimed to be due from Customer and which are, or are asserted or claimed by Customer to be attributable in any manner or to any extent to the failure, neglect or refusal, or to the claimed or alleged failure, neglect or refusal, of Vector to ship or deliver the Vector Product at the time, in the quantity, and/or in the manner specified in the Vector Standard Terms and Conditions. To the extent legally permissible, all present and future taxes and duties imposed by any governmental authority that Vector may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use, installation, testing, or importation of the Vector Product (except income taxes) shall be added to the purchase price and shall be paid by Customer to Vector.
- 7. PAYMENT/CUSTOMER'S FINANCIAL ABILITY. If Vector pays shipping costs for special shipping requests, including, but not limited to, requests for overnight shipping, Vector may, in its sole discretion, charge this additional cost to Customer by adding such cost to the total price of the Vector Product. Payment for the Vector Product, including such additional shipping costs, if any, is due net 30 days from date of the Invoice. If, at any time, Vector determines that Customer does not have satisfactory financial ability to perform under these Vector Standard Terms and Conditions, then Vector has the right to demand from Customer adequate assurances of due performance, payment in advance, a progression of payments in amounts reasonably satisfactory to Vector, or satisfactory security or a guarantee that invoices will be promptly paid when due. If Customer fails to comply with any such demand within seven (7) business days of Customer's receipt of such demand, Vector has the right to withhold further deliveries, to suspend performance hereunder, or to terminate Customer's order, and any unpaid amounts shall thereupon become immediately due.
- 8. INSOLVENCY. Vector may immediately cancel the Purchase Order without liability to Customer in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Customer; (b) filing of a voluntary petition in bankruptcy by Customer; (c) filing of any involuntary petition in bankruptcy against Customer; (d) appointment of a receiver or trustee for Customer; or (e) execution of an assignment for the benefit of creditors by Customer.
- 9. **GRANT OF SECURITY INTEREST.** Customer grants to Vector a security interest in all of Customer's rights, title, and interest in and to the following, whether existing now or later, or in which Customer now has or later acquires an interest (the "Collateral"): (a) the Vector Product, including any license thereof, and any license of Vector Tool Software and Hardware granted pursuant to a License Agreement between Vector and Customer; and (b) all proceeds, products, derivatives, modifications, updates, and profits from any such Vector Product or license of Vector Product that is Vector Tool Software and/or Hardware granted pursuant to a License Agreement, and any accessions to the Vector Product. The Collateral secures Customer's full and prompt performance and payment to Vector of all obligations of Customer to Vector under

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these Vector Standard Terms and Conditions and any License Agreement between Vector and Customer. This security interest will be satisfied by payment in full. Customer agrees that it will cooperate with Vector to execute any document required by Vector to perfect its security interest in the Collateral.

- 10. CANCELLATION. Customer may not cancel the Vector Standard Terms and Conditions except by Vector's written consent. If Customer cancels the Purchase Order with or without Vector's consent, Customer may be liable for any loss (including loss of profit) suffered by Vector by reason of Customer's cancellation. In the event that Customer cancels the Purchase Order, Vector may demand that Customer pay, immediately upon such demand, the following amounts: (a) an amount equal to the price set forth in the Order Confirmation for Vector Products which prior to such cancellation have been completed in accordance with the Vector Standard Terms and Conditions and not previously paid for; (b) an amount equal to the costs of work-in-process and raw materials incurred by Vector in furnishing the Vector Product; and (c) an amount equal to Vector's lost profit. In the event of Customer's failure or refusal to accept the Vector Product, or other default either before or after delivery to carrier, Vector may, without notice, retain or repossess said Vector Product and require that Customer pay to Vector the full purchase price less an allowance for the difference, if any, between the purchase price and the then current value thereof.
- 11. **DELAYS.** Vector shall not be held liable or deemed in default if prevented from or delayed in performing any of the obligations of the Vector Standard Terms and Conditions by reason of an event or occurrence beyond its reasonable control, such as, by way of example and not by way of limitation, Customer delays, labor problems, or inability to obtain power, material, labor, equipment, or transportation.
- 12. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY. All Vector Products, including all rights, title and interest therein, shall remain the exclusive intellectual property of Vector. Vector Products that are Vector Tool Software and Hardware are, among other provisions, subject to the Intellectual Property Rights and Confidentiality provisions in the License Agreement. The structure, organization and/or code of the Vector Products are confidential information of Vector and shall neither be examined by Customer (or its employees) nor disclosed by Customer (or its employees) to any third parties, regardless of the reason. The Vector Products are protected by copyright, trade secret, and other intellectual property laws, including without limitation United States Copyright Laws and International Copyright Treaties. Customer shall not remove, modify, or destroy any proprietary markings of Vector affixed to or embedded within the Vector Products, including, but not limited to, legends and notice of Vector's ownership and title to trademarks, trade names, trade secrets, copyrights or patents placed upon or contained within the Vector Products. Customer agrees to reproduce all such markings upon or within authorized copies of the Vector Product.
- 13. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE LICENSE AGREEMENT FOR THE VECTOR PRODUCTS THAT ARE VECTOR TOOL SOFTWARE AND HARDWARE, CUSTOMER ASSUMES THE ENTIRE RISK AS TO USE OF THE VECTOR PRODUCT AND ANY RESULTS GENERATED THEREBY. THE LIMITED WARRANTY IN SECTION 12 OF THE LICENSE AGREEMENT IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. VECTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY WARRANTY FROM VECTOR, WHETHER GRANTED PURSUANT TO THE LICENSE AGREEMENT, OR BY LAW, SHALL BE VOID IF THE VECTOR PRODUCT IS MODIFIED AFTER ACCEPTANCE.
- 14. <u>LIMITATION OF LIABILITY AND INDEMNIFICATION.</u> AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES THAT VECTOR AND ITS AFFILIATES SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGES WHATSOEVER RELATED TO THE VECTOR PRODUCT OR ANY RESULTS GENERATED

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THEREBY, INCLUDING ANY AMOUNTS REPRESENTING CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, EXEMPLARY DAMAGES, OR PUNITIVE DAMAGES, INCLUDING COSTS OR DAMAGES RELATED TO PRODUCT RECALLS, PROGRAM DEVELOPMENT/PRODUCTION DELAYS, WORK STOPPAGES, OR PRODUCT LIABILITY. AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES TO INDEMNIFY VECTOR AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND DAMAGES INCURRED BY VECTOR, INCLUDING ATTORNEYS' FEES RELATED THERETO, THAT ARISE OR RESULT FROM AUTHORIZED OR UNAUTHORIZED USE, MISUSE OR OPERATION OF THE VECTOR PRODUCT BY CUSTOMER OR BY ANYONE TO WHOM CUSTOMER PROVIDED THE VECTOR PRODUCT.

#### 15. GENERAL PROVISIONS.

- 15.1 <u>Choice of Law.</u> The Vector Standard Terms and Conditions shall be governed by the laws of the State of Michigan, without regard to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 <u>Invalid Provision</u>. If any part of the Vector Standard Terms and Conditions is found void and unenforceable, it will not affect the validity of the balance of the Vector Standard Terms and Conditions, which shall remain valid and enforceable according to their terms.
- 15.3 <u>Entire Agreement.</u> The Vector Standard Terms and Conditions, the License Agreement (for Vector Products that are Vector Tool Software and Hardware) and any Maintenance Certificate issued thereunder contain the entire agreement between the parties with respect to the Purchase Order and other subject matter set forth herein.
- 15.4 <u>Waiver</u>. The waiver by Vector of any terms, provision, or condition hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver or subsequent breach of the same condition or provision. In the event Customer shall default in its obligations under the Vector Standard Terms and Conditions, Customer shall be liable for Vector's cost of collection including reasonable attorneys' fees.
- 15.5 <u>Export Laws</u>. Customer agrees not to ship, transfer or export Vector Products into any country or use Vector Products in any manner prohibited by the United States Export Administration Act or prohibited by any other export laws, restrictions or regulations.
- 15.6 <u>Additional Rights.</u> All rights granted to Vector hereunder shall be in addition to, and not in lieu of, Vector's rights arising by operation of law.
- 15.7 <u>Assignment/Transfer</u>. Customer shall not transfer or assign its interests under the Vector Standard Terms and Conditions to any third party, including any contractor or vendor of Customer, without Vector's prior written consent, signed by an authorized representative of Vector.

BHLIB: 521120.4\114520-00003

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Order Confirmation 120259 05/06/2009

Suite 550 39500 Orchard Hill Place Novi, MI 48375

Attn: Michael Rosati 734-32

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

Mike Rosati
Senior Project Engineer
Bldg. C Cube 1C28
General Motors Corporation
895 Joslyn Road
Pontiac MI 48340
Phone: +1 734 320 8588

Fax:

E-Mail: michael.r.rosati@gm.com

GM Powertrain Headquarters

895 Joslyn Rd. Pontiac MI 48340

Shipment address:

PO Number: TCS27138

Dear Mr. Rosati,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

Vector offers a CAN (D-Sub9) to J1962 (OBDII) diagnostic cable.

Ask our sales department for more details!

| Item | Qty  | PartNr.                                    | Description   | Pri | ce(USD)  | LineTotal(USD) |           |  |
|------|------|--|---|-----|----------|----------------|-----------|--|
| 1000 | 5    | 11190                                      | CANoe RUN V7.1  | \$  | 6,951.00 | \$             | 34,755.00 |  |
|      | Disc | ount [%]                                   | 25.00- %  |     |          | \$             | 8,688.75- |  |
|      |      | 8188 001<br>or# 11-175-746                 | л   |     |          | \$             | 26,066.25 |  |
|      | S    | oftware tool a                             | s runtime environment for (remaining bus) s<br>nalysis and testing of ECUs in distributed |     |          |                |           |  |
| 2000 |      | <b>07136</b><br>8188 002<br>or# 11-175-746 | CANboardXL PCIe V1.0 (Unlicensed)   | \$  | 875.00   | \$             | 4,375.00  |  |
|      |      |  | erface for CAN and LIN (2 channels).  |     |          |                |           |  |
| 2010 | 10   | 22026                                      | CANpiggy 1050opto (installed)   | \$  | 163.80   | \$             | 1,638.00  |  |
|      | Disc | ount [%]                                   | 5.00- %   |     |          | \$             | 81.90-    |  |
|      |      | 8188 003<br>or# 11-175-746                 | 4   |     |          | \$             | 1,556.10  |  |

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based licensing.

| Item | Qty                      | PartNr.   | Description   | Pri     | ce(USD)    | Lin      | eTotal(USD)     |
|------|--------------------------|---|---|---------|------------|----------|-----------------|
|      | 1                        | ransceiver modu   | ule with opto decoupled High-Speed CAN trar   | sceiver | TJA1050.   |          |                 |
| 3000 | Vend                     | <b>07136</b><br>8188 002<br>or# 11-175-7464<br><sup>CCI</sup> -Express inte | CANboardXL PCIe V1.0 (Unlicensed)  erface for CAN and LIN (2 channels).   | \$      | 875.00     | \$       | 4,375.00        |
| 3010 | <b>5</b><br>Disc         | <b>22026</b><br>ount [%]  | CANpiggy 1050opto (installed) 5.00- $\%$  | \$      | 163.80     | \$<br>\$ | 819.00<br>40.95 |
|      |                          | 8188 003<br>or# 11-175-7464   |   |         |            | \$       | 778.05          |
|      |                          |   | ule with opto decoupled High-Speed CAN trar   | sceiver | TJA1050.   |          |                 |
| 3020 | <b>5</b><br>Disc         | <b>22022</b><br>ount [%]  | CANpiggy 5790opto c (installed) $5.00-\%$   | \$      | 163.80     | \$<br>\$ | 819.00<br>40.95 |
|      | Vend                     | 8188 004<br>or# 11-175-7464<br>ransceiver modu                              | ^ AU5790c.  | \$      | 778.05     |          |                 |
| 4000 | Vend<br>S<br>F<br>M<br>M | periode<br>Maintenance cost<br>Maturity: Due at<br>Duration: At lea         | es: Updates for software + options within t<br>ts: 18% of the software list price per lice<br>t the start of the maintenance period                   |         |            | \$       | 6,480.00        |
|      |                          |   | tions of your software cannot get separate<br>automatically. Please find them listed belo   |         | ance. They |          |                 |
| 5000 | 9                        |   | CANoe RUN V7.1 (single user license) s runtime environment for (remaining bus) s nalysis and testing of ECUs in distributed stem CAN. ( M1119000399 ) |         |            |          |                 |
| 6000 | 1                        | 95204   | Migration Server based Licensing  | \$      | 13,000.00  | \$       | 13,000.00       |
| **   |                          | ount [%]  | 100.00- %   |         |            | \$       | 13,000.00       |

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Price applies per software product (e.g. CANoe, CANape) and per server

Item Qty PartNr. Description Price(USD) LineTotal(USD)

platform (e.g. Win32, Solaris). Includes delivery and installation support for license server software at customer site; incl. to 2 days on-site support per project.

Administration and removal of license keys from hardware will be charged at cost.

\*\*\* special discount \*\*\*

Total value \$ 44,408.45

#### NOTE.

The licenses listed above are to be used for a period of 120 days and served from a FlexLM server. At the end of 120 days, if GM decides not to purchase maintenance, these licenses will be transferred to hardware based license means.

#### We deliver based upon the following Terms and Conditions:

Acceptance and delivery of this order is governed by Vector CANtech's Terms and Conditions, listed as Exhibit A, which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are also located at: http://www.vector-cantech.com/portal/medien/vector cantech/Vector Terms and Conditions.pdf

#### Terms of payment:

No deduction until day 2 in 2 months Baseline date on day 31 of month

If paying by credit card, please note additional fees may be charged by your credit card company.

Delivery Terms: Products shipped 7-10 days upon receipt of order.

This quotation is valid for 30 days.

Shipping is FOB destination - USA only.

Best Regards, Vector CANtech, Inc. Sue Larabell

#### **EXHIBIT A: VECTOR STANDARD TERMS AND CONDITIONS**

1. TERMS AND CONDITIONS. Vector CANtech, Inc. ("Vector") and Customer, its successors, assigns, affiliates, and representatives (hereinafter referred to as "Customer") agree that these Vector Standard Terms and Conditions (the "Vector Standard Terms and Conditions") govern Customer's Purchase Order or any other document that Customer may heretofore have sent or later send to Vector (collectively, the "Customer Documents"). Fulfillment of Customer's Purchase Order is expressly conditioned upon Customer's acceptance of these Vector Standard Terms and Conditions, which acceptance shall be deemed to occur upon the earlier of Customer's issuance of a Purchase Order upon receipt of these Vector Standard Terms and Conditions or Customer's failure to object in writing within ten (10) days after later receipt of the same notwithstanding: (i) the inclusion of different or additional terms and conditions on the Customer Document, (ii)

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Vector's shipment to Customer of the Vector Product set forth on the Customer Document, or (iii) Vector's acceptance of the purchase price set forth on the Customer Document. In any event, if there shall be any inconsistency or conflict between the Vector Standard Terms and Conditions and the Customer Document (including those terms appearing on the reverse side of, or as an attachment to, a Customer Document), Vector rejects such inconsistent or conflicting terms and the Vector Standard Terms and Conditions shall govern and control. In addition, the terms and conditions of the License Agreement (defined herein) and any Maintenance Certificate issued thereunder are hereby incorporated herein by reference, to the extent that the Vector Products are Vector Tool Software and/or Hardware.

#### 2. ADDITIONAL DEFINITIONS.

- 2.1 "Order Confirmation" means Vector's confirmation of Customer's Purchase Order to which the Vector Standard Terms and Conditions are attached.
- 2.2 "Quote" means the offer sent by Vector to Customer in response to Customer's request for a quote, which shall be governed by these Vector Standard Terms and Conditions, even if the Quote does not reference these Vector Standard Terms and Conditions.
- 2.3 "License Agreement" means the Vector Tool License Agreement for the licensure of Vector Products that are Vector Tool Software and Hardware, both as defined therein.
- 2.4 "Purchase Order" means Customer's acceptance of the Quote.
- 2.5 "Vector Product" means the product, including Vector Tool Software and Hardware, ordered by Customer from Vector, which is described on the Order Confirmation or some other document issued by Vector in relation thereto.
- 2.6 "Invoice" means the document sent by Vector to Customer requesting payment for the Vector Product delivered to Customer.
- 3. MODIFICATION. The Vector Standard Terms and Conditions may not be modified, altered or added to except with Vector's prior written consent, signed by a duly authorized representative of Vector.
- 4. **LICENSE.** Any Vector Product that is Vector Tool Software and Hardware licensed by Vector to Customer is subject to the License Agreement provided therewith. Customer agrees that it will be bound by the additional terms and conditions of the License Agreement prior to use of any Vector Product that is Vector Tool Software and/or Hardware. A copy of the License Agreement is available upon request.
- 5. **DELIVERY AND SHIPMENT.** Unless otherwise specified by Vector, all prices quoted are F.O.B. carrier at Vector's place of business. Upon delivery of the Vector Product to the carrier for shipment to Customer, all risk of loss, damage and other incidents of ownership shall immediately pass to Customer. Vector also reserves the right to ship the Vector Product on common carriers selected from those carriers having specific authority to serve Vector.
- 6. TAXES. Vector shall not in any event be liable or responsible for any taxes, assessments, duties or other governmental charges which may be imposed upon, levied against or claimed to be due from Customer and which are, or are asserted or claimed by Customer to be attributable in any manner or to any extent to the failure, neglect or refusal, or to the claimed or alleged failure, neglect or refusal, of Vector to ship or deliver the Vector Product at the time, in the quantity, and/or in the manner specified in the Vector Standard Terms and Conditions. To the

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extent legally permissible, all present and future taxes and duties imposed by any governmental authority that Vector may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use, installation, testing, or importation of the Vector Product (except income taxes) shall be added to the purchase price and shall be paid by Customer to Vector.

- 7. PAYMENT/CUSTOMER'S FINANCIAL ABILITY. If Vector pays shipping costs for special shipping requests, including, but not limited to, requests for overnight shipping, Vector may, in its sole discretion, charge this additional cost to Customer by adding such cost to the total price of the Vector Product. Payment for the Vector Product, including such additional shipping costs, if any, is due net 30 days from date of the Invoice. If, at any time, Vector determines that Customer does not have satisfactory financial ability to perform under these Vector Standard Terms and Conditions, then Vector has the right to demand from Customer adequate assurances of due performance, payment in advance, a progression of payments in amounts reasonably satisfactory to Vector, or satisfactory security or a guarantee that invoices will be promptly paid when due. If Customer fails to comply with any such demand within seven (7) business days of Customer's receipt of such demand, Vector has the right to withhold further deliveries, to suspend performance hereunder, or to terminate Customer's order, and any unpaid amounts shall thereupon become immediately due.
- 8. INSOLVENCY. Vector may immediately cancel the Purchase Order without liability to Customer in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Customer; (b) filing of a voluntary petition in bankruptcy by Customer; (c) filing of any involuntary petition in bankruptcy against Customer; (d) appointment of a receiver or trustee for Customer; or (e) execution of an assignment for the benefit of creditors by Customer.
- 9. **GRANT OF SECURITY INTEREST.** Customer grants to Vector a security interest in all of Customer's rights, title, and interest in and to the following, whether existing now or later, or in which Customer now has or later acquires an interest (the "Collateral"): (a) the Vector Product, including any license thereof, and any license of Vector Tool Software and Hardware granted pursuant to a License Agreement between Vector and Customer; and (b) all proceeds, products, derivatives, modifications, updates, and profits from any such Vector Product or license of Vector Product that is Vector Tool Software and/or Hardware granted pursuant to a License Agreement, and any accessions to the Vector Product. The Collateral secures Customer's full and prompt performance and payment to Vector of all obligations of Customer to Vector under these Vector Standard Terms and Conditions and any License Agreement between Vector and Customer. This security interest will be satisfied by payment in full. Customer agrees that it will cooperate with Vector to execute any document required by Vector to perfect its security interest in the Collateral.
- 10. CANCELLATION. Customer may not cancel the Vector Standard Terms and Conditions except by Vector's written consent. If Customer cancels the Purchase Order with or without Vector's consent, Customer may be liable for any loss (including loss of profit) suffered by Vector by reason of Customer's cancellation. In the event that Customer cancels the Purchase Order, Vector may demand that Customer pay, immediately upon such demand, the following amounts: (a) an amount equal to the price set forth in the Order Confirmation for Vector Products which prior to such cancellation have been completed in accordance with the Vector Standard Terms and Conditions and not previously paid for; (b) an amount equal to the costs of work-in-process and raw materials incurred by Vector in furnishing the Vector Product; and (c) an amount equal to Vector's lost profit. In the event of Customer's failure or refusal to accept the Vector Product, or other default either before or after delivery to carrier, Vector may, without notice, retain or repossess said Vector Product and require that Customer pay to Vector the full purchase price less an allowance for the difference, if any, between the purchase price and the

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Document-No.: 120259 Date: 05/06/2009

then current value thereof.

- 11. **DELAYS.** Vector shall not be held liable or deemed in default if prevented from or delayed in performing any of the obligations of the Vector Standard Terms and Conditions by reason of an event or occurrence beyond its reasonable control, such as, by way of example and not by way of limitation, Customer delays, labor problems, or inability to obtain power, material, labor, equipment, or transportation.
- 12. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY. All Vector Products, including all rights, title and interest therein, shall remain the exclusive intellectual property of Vector. Vector Products that are Vector Tool Software and Hardware are, among other provisions, subject to the Intellectual Property Rights and Confidentiality provisions in the License Agreement. The structure, organization and/or code of the Vector Products are confidential information of Vector and shall neither be examined by Customer (or its employees) nor disclosed by Customer (or its employees) to any third parties, regardless of the reason. The Vector Products are protected by copyright, trade secret, and other intellectual property laws, including without limitation United States Copyright Laws and International Copyright Treaties. Customer shall not remove, modify, or destroy any proprietary markings of Vector affixed to or embedded within the Vector Products, including, but not limited to, legends and notice of Vector's ownership and title to trademarks, trade names, trade secrets, copyrights or patents placed upon or contained within the Vector Products. Customer agrees to reproduce all such markings upon or within authorized copies of the Vector Product.
- 13. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE LICENSE AGREEMENT FOR THE VECTOR PRODUCTS THAT ARE VECTOR TOOL SOFTWARE AND HARDWARE, CUSTOMER ASSUMES THE ENTIRE RISK AS TO USE OF THE VECTOR PRODUCT AND ANY RESULTS GENERATED THEREBY. THE LIMITED WARRANTY IN SECTION 12 OF THE LICENSE AGREEMENT IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. VECTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY WARRANTY FROM VECTOR, WHETHER GRANTED PURSUANT TO THE LICENSE AGREEMENT, OR BY LAW, SHALL BE VOID IF THE VECTOR PRODUCT IS MODIFIED AFTER ACCEPTANCE.
- 14. LIMITATION OF LIABILITY AND INDEMNIFICATION. AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES THAT VECTOR AND ITS AFFILIATES SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGES WHATSOEVER RELATED TO THE VECTOR PRODUCT OR ANY RESULTS GENERATED THEREBY, INCLUDING ANY AMOUNTS REPRESENTING CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCLUDING COSTS OR DAMAGES RELATED TO PRODUCT RECALLS, PROGRAM DEVELOPMENT/PRODUCTION DELAYS, WORK STOPPAGES, OR PRODUCT LIABILITY. AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES TO INDEMNIFY VECTOR AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND DAMAGES INCURRED BY VECTOR, INCLUDING ATTORNEYS' FEES RELATED THERETO, THAT ARISE OR RESULT FROM AUTHORIZED OR UNAUTHORIZED USE, MISUSE OR OPERATION OF THE VECTOR PRODUCT.

## 15. GENERAL PROVISIONS.

- 15.1 <u>Choice of Law.</u> The Vector Standard Terms and Conditions shall be governed by the laws of the State of Michigan, without regard to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 <u>Invalid Provision</u>. If any part of the Vector Standard Terms and Conditions is found void and unenforceable, it will not affect the validity of the balance of the Vector Standard Terms and Conditions, which shall remain valid and enforceable according to their terms.

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Document-No.: 120259 Date: 05/06/2009

- 15.3 <u>Entire Agreement.</u> The Vector Standard Terms and Conditions, the License Agreement (for Vector Products that are Vector Tool Software and Hardware) and any Maintenance Certificate issued thereunder contain the entire agreement between the parties with respect to the Purchase Order and other subject matter set forth herein.
- 15.4 <u>Waiver</u>. The waiver by Vector of any terms, provision, or condition hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver or subsequent breach of the same condition or provision. In the event Customer shall default in its obligations under the Vector Standard Terms and Conditions, Customer shall be liable for Vector's cost of collection including reasonable attorneys' fees.
- 15.5 <u>Export Laws</u>. Customer agrees not to ship, transfer or export Vector Products into any country or use Vector Products in any manner prohibited by the United States Export Administration Act or prohibited by any other export laws, restrictions or regulations.
- 15.6 <u>Additional Rights.</u> All rights granted to Vector hereunder shall be in addition to, and not in lieu of, Vector's rights arising by operation of law.
- 15.7 <u>Assignment/Transfer.</u> Customer shall not transfer or assign its interests under the Vector Standard Terms and Conditions to any third party, including any contractor or vendor of Customer, without Vector's prior written consent, signed by an authorized representative of Vector.

BHLIB: 521120.4\114520-00003

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## Invoice 90153003 05/29/2009

Suite 550 39500 Orchard Hill Place Novi, MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

Bill To:

Customer No.: 7000041 c/o Olimpic Receipting General Motors FSS ABP Attn: Accounts Payable

PO Box 63490

Phoenix AZ 85082-3490

Ship To:

Mike Rosati +1 734 320 8588

Bldg. C Cube 1C28

Attn: Michael Rosati 734-320-8588

GM Powertrain Headquarters

895 Joslyn Ave Plant 13 Dock 45W Pontiac MI 48340-2920

PurchaseOrder: TCS27325 PODate: 05/06/2009

Terms:

DeliveryNote: 80134167 05/29/2009 DeliveryDate: FedEx 2-Day (US) DeliveryType: 355512960215396 TrackingNumber: RemitTo: Above Address

| Item-No | Qty | Description                         | Pr | rice(USD) | To | otal (USD) |
|---------|-----|-------------------------------------|----|-----------|----|------------|
| 1000    | 2   | CANoe RUN V7.1                      | \$ | 5,213.25  | \$ | 10,426.50  |
|         |     | 4641 001<br>or# 11-175-7464         |    |           |    |            |
| 2000    | 2   | CANboardXL PCIe V1.0 (Unlicensed)   | \$ | 875.00    | \$ | 1,750.00   |
|         |     | 4641 002<br>or# 11-175-7464         |    |           |    |            |
| 2010    | 4   | CANpiggy 1050opto (installed)       | \$ | 155.61    | \$ | 622.44     |
|         |     | 4641 003<br>or# 11-175-7464         |    |           |    |            |
| 3000    | 2   | CANboardXL PCIe V1.0 ( Unlicensed ) | \$ | 875.00    | \$ | 1,750.00   |
|         |     | 4641 002<br>or# 11-175-7464         |    |           |    |            |
| 3010    | 2   | CANpiggy 1050opto (installed)       | \$ | 155.61    | \$ | 311.22     |
|         |     | 4641 003<br>or# 11-175-7464         |    |           |    |            |
| 3020    | 2   | CANpiggy 5790opto c (installed)     | \$ | 155.61    | \$ | 311.22     |

Number: 90153003 Date: 05/29/2009

| Item-No | Qty Description                     | Price(USD)  | Total (USD)  |
|---------|-------------------------------------|-------------|--------------|
|         | PRZX4641 004<br>Vendor# 11-175-7464 |             |              |
| 5000    | 2 Maintenance Agreement CANoe RUN   | \$ 1,296.00 | \$ 2,592.00  |
|         | PRZX4641 005<br>Vendor# 11-175-7464 |             |              |
| Invoice | Total (Amount Due)                  |             | \$ 17,763.38 |

Payment dates: Up to 07/02/2009 without deduction Terms of delivery: FOB USA Only

## Invoice 90153005 05/29/2009

Suite 550 39500 Orchard Hill Place Novi, MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

Bill To:

Customer No.: 7000041 c/o Olimpic Receipting General Motors FSS ABP Attn: Accounts Payable

PO Box 63490

Phoenix AZ 85082-3490

Ship To:

Mike Rosati +1 734 320 8588

Bldg. C Cube 1C28

Attn: Michael Rosati 734-320-8588

GM Powertrain Headquarters

895 Joslyn Rd. Pontiac MI 48340

PurchaseOrder: TCS27138 PODate: 04/23/2009

Terms:

80134165 DeliveryNote: DeliveryDate: 05/29/2009

FedEx Ground (US) DeliveryType: TrackingNumber: 355512960215419,

355512960215426

RemitTo: Above Address

| Item-No | Qty | Description                       | Pr | rice(USD) | To | otal (USD) |
|---------|-----|-----------------------------------|----|-----------|----|------------|
| 1000    | 5   | CANoe RUN V7.1                    | \$ | 5,213.25  | \$ | 26,066.25  |
|         |     | 8188 001<br>or# 11-175-7464       |    |           |    |            |
| 2000    | 5   | CANboardXL PCIe V1.0 (Unlicensed) | \$ | 875.00    | \$ | 4,375.00   |
|         |     | 8188 002<br>or# 11-175-7464       |    |           |    |            |
| 2010    | 10  | CANpiggy 1050opto (installed)     | \$ | 155.61    | \$ | 1,556.10   |
|         |     | 8188 003<br>or# 11-175-7464       |    |           |    |            |
| 3000    | 5   | CANboardXL PCIe V1.0 (Unlicensed) | \$ | 875.00    | \$ | 4,375.00   |
|         |     | 8188 002<br>or# 11-175-7464       |    |           |    |            |
| 3010    | 5   | CANpiggy 1050opto (installed)     | \$ | 155.61    | \$ | 778.05     |
|         |     | 8188 003<br>or# 11-175-7464       |    |           |    |            |
| 3020    | 5   | CANpiggy 5790opto c (installed)   | \$ | 155.61    | \$ | 778.05     |

Number: 90153005 Date: 05/29/2009

| Item-No | Qty   | Description   | Price(USD)  | To | otal (USD) |
|---------|-------|---|-------------|----|------------|
|         |       | 8188 004<br>or# 11-175-7464                               |             |    |            |
| 5000    | 1     | CANoe RUN V7.1 (single user license)                      |             |    |            |
|         | PRYX  | 8188 001  |             |    |            |
| 6000    | 1     | Migration Server based Licensing                          |             |    |            |
| 6001    | 5     | Maintenance Agreement CANoe RUN                           | \$ 1,296.00 | \$ | 6,480.00   |
|         | Vend  | 8188 005<br>or# 11-175-7464<br>r 40012862 from 05/28/2009 |             |    |            |
| Invoice | Total | (Amount Due)  |             | \$ | 44,408.45  |

Payment dates: Up to 07/02/2009 without deduction Terms of delivery: FOB USA Only

## Invoice 90153004 05/29/2009

Vector CANtech, Inc.

Suite 550 39500 Orchard Hill Place Novi, MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

Bill To:

Customer No.: 7000041 c/o Olimpic Receipting General Motors FSS ABP Attn: Accounts Payable PO Box 63490

PU DUX 03490

Phoenix AZ 85082-3490

Ship To:

Mike Rosati +1 734 320 8588

Bldg. C Cube 1C28

Attn: Michael Rosati 734-320-8588

GM Powertrain Headquarters

895 Joslyn Ave Plant 13 Dock 45W Pontiac MI 48340-2920 PurchaseOrder: TCS27100 PODate: 04/22/2009

Terms:

DeliveryNote: 80134169 DeliveryDate: 05/29/2009

DeliveryType: FedEx Ground (US)
TrackingNumber: 355512960215402
RemitTo: Above Address

| Item-No | Qty | Description                         | Pr | rice(USD) | To | otal (USD) |
|---------|-----|-------------------------------------|----|-----------|----|------------|
| 1000    | 3   | CANoe RUN V7.1                      | \$ | 5,213.25  | \$ | 15,639.75  |
|         |     | 0199 001<br>or# 11-175-7464         |    |           |    |            |
| 2000    | 3   | CANboardXL PCIe V1.0 ( Unlicensed ) | \$ | 875.00    | \$ | 2,625.00   |
|         |     | 0199 002<br>or# 11-175-7464         |    |           |    |            |
| 2010    | 6   | CANpiggy 1050opto (installed)       | \$ | 155.61    | \$ | 933.66     |
|         |     | 0199 003<br>or# 11-175-7464         |    |           |    |            |
| 3000    | 3   | CANboardXL PCIe V1.0 ( Unlicensed ) | \$ | 875.00    | \$ | 2,625.00   |
|         |     | 0199 002<br>or# 11-175-7464         |    |           |    |            |
| 3010    | 3   | CANpiggy 1050opto (installed)       | \$ | 155.61    | \$ | 466.83     |
|         |     | 0199 003<br>or# 11-175-7464         |    |           |    |            |
| 3020    | 3   | CANpiggy 5790opto c (installed)     | \$ | 155.61    | \$ | 466.83     |

Number: 90153004 Date: 05/29/2009

| Item-No | Qty       | Description                     | Price(USD)  | T  | otal (USD) |
|---------|-----------|---------------------------------|-------------|----|------------|
|         |           | X0199 004<br>dor# 11-175-7464   |             |    |            |
| 5000    | 3         | Maintenance Agreement CANoe RUN | \$ 1,296.00 | \$ | 3,888.00   |
|         |           | X0199 005<br>dor# 11-175-7464   |             |    |            |
| Invoice | <br>Total | (Amount Due)                    |             | \$ | 26,645.07  |

Payment dates: Up to 07/02/2009 without deduction Terms of delivery: FOB USA Only

## Delivery Note 80134165 05/29/2009

Attn: Michael Rosati 734-320-8588 GM Powertrain Headquarters 895 Joslyn Rd. Pontiac MI 48340



Suite 550 39500 Orchard Hill Place Novi, MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

Purchase Order: TCS27138 Mike Rosati +1 734 320 8588

| ItemNo | Qty        | Description                                       |  |
|--------|------------|---|--|
| 10     | 5          | CANoe RUN V7.1                                    |  |
|        | PRYX8188 ( | 001   |  |
|        | Vendor# 13 | 1-175-7464  |  |
| 20     | 5          | CANboardXL PCIe V1.0 (Unlicensed)                 |  |
|        | PRYX8188 ( | 002   |  |
|        | Vendor# 13 | 1-175-7464  |  |
|        | 593 /      |   |  |
|        | 542 /      |   |  |
|        | 634 /      |   |  |
|        | 638 /      |   |  |
|        | 647 /      |   |  |
| 30     | 10         | CANpiggy 1050opto (installed)                     |  |
|        | CANpiggies | s come pre-installed in hardware when applicable. |  |
|        | PRYX8188 ( | 003   |  |
| 90     | 5          | CANboardXL PCIe V1.0 (Unlicensed)                 |  |
|        | PRYX8188 ( | 002   |  |
|        | Vendor# 13 | 1-175-7464  |  |
|        | 585 /      |   |  |
|        | 529 /      |   |  |
|        | 533 /      |   |  |
|        | 601 /      |   |  |
|        | 619 /      |   |  |
| 100    | 5          | CANpiggy 1050opto (installed)                     |  |
|        | CANpiggies | s come pre-installed in hardware when applicable. |  |
|        | PRYX8188 ( | 003   |  |
| 110    | 5          | CANpiggy 5790opto c (installed)                   |  |
|        | CANpiggies | s come pre-installed in hardware when applicable. |  |
|        | PRYX8188 ( | 004   |  |
| 170    | 5          | Maintenance Agreement CANoe RUN                   |  |
|        | PRYX8188 ( | 005   |  |
|        | Vendor# 13 | 1-175-7464  |  |

Doc.no.: 80134165 Date: 05/27/2009

| ItemNo | Qty         | Description                          |
|--------|-------------|--------------------------------------|
| 180    | 1           | CANoe RUN V7.1 (single user license) |
|        | PRYX8188 00 | 1                                    |
|        | Serial No.( | new/old) / Licensekey:               |
|        | M1119000399 | / M1119000399 / ACCG-4ETG-ND6U-7KG7  |
| 230    | 1           | Migration Server based Licensing     |

## Delivery Note 80134169 05/29/2009

Attn: Michael Rosati 734-320-8588

GM Powertrain Headquarters

895 Joslyn Ave Plant 13 Dock 45W Pontiac MI 48340-2920



Suite 550 39500 Orchard Hill Place Novi, MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

Purchase Order: TCS27100 Mike Rosati +1 734 320 8588

| ItemNo | Qty        | Description                                     |
|--------|------------|---|
| 10     | 3          | CANoe RUN V7.1                                  |
|        | PRZX0199 0 | 01  |
|        | Vendor# 11 | -175-7464                                       |
| 20     | 3          | CANboardXL PCIe V1.0 ( Unlicensed )             |
|        | PRZX0199 0 | 02  |
|        | Vendor# 11 | -175-7464                                       |
|        | 602 /      |   |
|        | 541 /      |   |
|        | 540 /      |   |
| 30     | 6          | CANpiggy 1050opto (installed)                   |
|        | CANpiggies | come pre-installed in hardware when applicable. |
|        | PRZX0199 0 |   |
| 90     | 3          | CANboardXL PCIe V1.0 ( Unlicensed )             |
|        | PRZX0199 0 |   |
|        | Vendor# 11 | -175-7464                                       |
|        | 646 /      |   |
|        | 586 /      |   |
|        | 796 /      |   |
| 100    | 3          | CANpiggy 1050opto (installed)                   |
|        |            | come pre-installed in hardware when applicable. |
|        | PRZX0199 0 |   |
| 110    | 3          | CANpiggy 5790opto c (installed)                 |
|        |            | come pre-installed in hardware when applicable. |
|        | PRZX0199 0 |   |
| 170    | 3          | Maintenance Agreement CANoe RUN                 |
|        | PRZX0199 0 |   |
|        | Vendor# 11 | -1/5-/404                                       |

GENERAL MOTORS CORPORATION FAX 602-797-6053 30009 VAN DYKE GLOBAL PURCHASING

48090 WARREN

S

39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC VENDOR NUMBER 11-175-7464

0.

NOVI MI

PAYMENT

TERMS

SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS

SHIP TO:

00000 INVOICE FOR SERVICE, MACHINERY

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: MAIL INVOICE: GM FSS ABP PO BOX 63490, PHOENIX AZ CUSTOMER SERVICE 248 874-4636

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer. 85082-3490

On the revisite side hereof are the terms and conditions to which Seller agrees by acceptance of this order. This order including the terms and conditions on the face and reverse side hereals, contains the complete and final agreement hereares he jury and a faller and on other agreement in any ways modifying any of said terms and conditions will be binding upon the Bayer unless made in writing and signed by Buyer's authorized representation. If Government Contract Number is Shown Hereon, additional Terms and Conditions attached Hereto Apply.

DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA

DE DO LA PORTINA

ORDER: TCS27100

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.

(2) copies of your packing slip must accompany each shipment.

(tem Identification Number(s) must be shown on Packing Slips and

Post. 04/22/09 ORDER SATE PHONE: 586-492-8477 V. BARAD 8 uyer

Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel

ALTERATION ISSUE DATE ACTERATION EFFECTIVE 7801 PURCHASING AGENT

SEQUENCE NET QUANTITY ORDERED NET 60 DAYS ITEM IDENTIFICATION NO. USD DISBURSEMENTS AT 248-874-4636. BUSINESS HOURS AT 1-888-376-6115 AND ON-LINE AT PARTS AND TRAVEL EXPENSES. DETAIL REFERENCING PO #. OUTLINE LABOR CHARGES, OCCURRING ON A WEEKLY PAYMENT CYCLE. PAYMENT WILL BE THE PAYMENT DATE SHALL BE NET 60, WITH DISBURSEMENTS THE PAYMENT TERMS OTHERWISE SET FORTH HEREIN ARE QUESTIONS RELATED TO PAYMENT ISSUES, PLEASE CONTACT EQUIPMENT PURCHASING AVAILABLE DURING DETROIT SUPPLIER HELP DESK FOR GM INDIRECT/MACHINERY AND THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY SELLER ENTERING A GMC FACILITY. UNPAID INVOICES. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN TRIGGERED UPON BUYER'S RECEIPT OF (A) GOODS OR MODIFIED AS FOLLOWS: ADVISE PURCHASING IN WRITING OF INVOICE PRICE IN \*SERVICEMEN-LABOR\* IMEHELPDESK@GM.COM (B) A VALID INVOICE. NOUN NAME CERTIFICATE OF INSURANCE MUST BE PROVIDED PRIOR TO DOLLAR (UNITED STATES) DESCRIPTION FREIGHT COLLECT NUMBER FAX TO BUYER. DATE REQUIRED TAX CODE /% REFER TO WWW.GMSHIPPING.COM BASE UNIT PRICE MULTIPLE MEASURE

A005620 USER HARITHA JAYA

<u>|</u>

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CONTINUE PAGE

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# General Motors Corporation

48090 30009 VAN DYKE GENERAL MOTORS CORPORATION FAX 602-797-6053 WARREN MI GLOBAL PURCHASING SD

VECTOR CANTECH INC VENDOR NUMBER 11-175-7464

48375 39500 ORCHARD HILL PL STE 550 NOVI MI

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SEQUENCE

PAYMENT

NET

SHIP TO: SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS

00000 SD

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636 INVOICE FOR SERVICE, MACHINERY

## MONTH OF THE PARTY OF THE PARTY

PAGE

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This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and OND TCS27100

nvoices.

Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel

ORDER DATE

PHONE: 586-492-8477

| <b>ਾ</b> ਹ<br>ਸ਼ਹ   | 'ਚ<br>ਸ਼  | und and the second of                      |   | QUANTITY ITEN               | T NET 60 DA                             | TERMS                                | 39500 ORCHARD HILL PL STE<br>NOVI MI<br>48375  |
|---|---|--|---|-----------------------------|---|--------------------------------------|--|
| PRZX0199 002  | PRZX0199 001  |  |   | ITEM IDENTIFICATION NO.     | DAYS                                    |                                      | THE PERSON   |
| 07136 CANBOARDXL PCIE V1.0<br>MICHAEL R ROSATI 734-320-8588<br>WHO ORDERED: ROSATI 734-320-8588 | 11190 CANOE RUN V7.1 MICHAEL R ROSATI 734-320-858 DELIVER TO: GMPT HEADQUARTERS 895 JOSLYN RD. DOCK #45 INZ PONTIAC, MI 48340 PONTIAC, MI 48340 WHO ORDERED: ROSATI 734-320-8 | PO ISSUED AS PI<br>04/21/09HJ              | AND/OR SERVICES GRANTS CHARGES AND AGREES THAT CHARGES (INCLUDING THOSE AFFILIATES TO WHOM WORLD AFFILIATES FOR AUDIT BY A PERIOD OF ONE (1) YELL FAX PRICING INFO TO: 60   | NOUN NAME DE                |   |                                      | This order is returned to 8 tayer to 20 nt his remove and 10 tayer of 20 nt his remove and 10 nt remove and  |
| DXL PCIE V1.0<br>TI 734-320-8588<br>OSATI 734-320-85  | IN V7.1<br>TI 734-320-<br>PI HEADQUARI<br>DOCK #45<br>8340<br>ROSATI, 734<br>SSATI 734-33   | PER E MAIL FROM                            | NCE OF A PURCHASE ORDER THE VICES GRANTS BUYER THE RIGHT D AGREES THAT ALL RECORDS SINCLUDING THOSE OF SUBSIDIAR. TO WHOM WORK HAS BEEN CONTIFOR AUDIT BY GENERAL MOTORS FOR AUDIT BY GENERAL MOTORS FONE (1) YEAR BEYOND FINAL GINFO TO: 602-797-6053.   | DESCRIPTION NUM             | FREIGHT COLLECT                         | F.O.B DESTIN                         | PO BOX 634.  85082-3490 This order is not binding until accepted. Accidenced to Buyer. On this products following the third terms and conditions of the third of third of the third of third of the third of the third of the third of third of the third of |
| 09/30/09<br>588<br>-8588  | 09/30/09<br>8588<br>TERS<br>INZT DROP ZONE<br>320-8588  | FROM BUYER DID                             | BY ACCEPTANCE OF A PURCHASE ORDER THE SELLER OF GAND/OR SERVICES GRANTS BUYER THE RIGHT TO AUDIT A CHARGES AND AGREES THAT ALL RECORDS SUPPORTING CHARGES (INCLUDING THOSE OF SUBSIDIARIES AND AFFILIATES TO WHOM WORK HAS BEEN CONTRACTED) WILL AVAILABLE FOR AUDIT BY GENERAL MOTORS CORPORATION A PERIOD OF ONE (1) YEAR BEYOND FINAL PAYMENT. | RFQ<br>NUMBER DATE REQUIRED | CT                                      | DESTINATION UNLESS OTHERWISE INDICAT | PO BOX 63490, PHOENIX AZ  85082-3490  Nh order is not bridge; until accepted, Acceptance should be executed on acknowledgment conywhich should be returned to 8 syst.  On this project of the horse fare the remain and conditions to which Safer approx by acceptance of this order.  On this project of the horse fare the remain and conditions on the face and reverse after approx by acceptance of this order.  In the order including the sums and conditions on the face and reverse after approximation and condition will be disorder upon the Boyer understanding in a signed by the year of the state of the condition will be disorder upon the Boyer understanding in a signed by they are distincted upon secondar.  If coveriment contract Number is Shown Hereon, additional Terms and Conditions  The observation Apply:   |
| 0.00%   | 0.00%   |  | ER OF GOODS LUDIT ALL LING D WILL BE DRATION FOR ENT.   | TAX CODE / %                |   | VISE INDICATED                       | 2  |
|   |   | Ann. 1, 177. 177. 177. 177. 177. 177. 177. |   | -                           | REFER TO WWW.                           | SHIP VIA                             | 04/22/09 ALTERATION ISSUE DATE ALTERATION EFFECTIVE DATE   |
| \$75,0000   | 5213.2500<br>15639.75   |  |   | BASE UNIT PRICE             | WWW.GMSHIPPING.COM                      |                                      | V. BARAD<br>7801   |
|   |   |  |   | MULTIPLE ME                 | l                                       |                                      | Buyer  |
| CARD  | COPY  |  |   | MEASURE                     | *************************************** |                                      |  |

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CONTINUE PAGE

30009 VAN DYKE GENERAL MOTORS CORPORATION FAX 602-797-6053 GLOBAL PURCHASING WARREN MI

SD

48090

VECTOR CANTECH INC 39500 ORCHARD HILL PL STE 550 VENDOR NUMBER 11-175-7464

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NOVI MI

48375

PAYMENT

TERMS

F.O. 8

DESTINATION UNLESS OTHERWISE INDICATED

SHIP TO: SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS

00000 S

& EQUIP ONLY. QUESTIONS TO: INVOICE FOR SERVICE, MACHINERY CUSTOMER SERVICE 248 874-4636

PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP

INVOICE TO: On the province size hereofare the term and condition to which feller agrees by acceptance of this order. This order, including the cores and condition on the face and execute side hereoface contains the conditional and final signaturant hereoface is an an including a summan the second contains the second that and an other appearant in any way modifying any of said terms and conditions will be biodomy upons in Guyen others made in mixing and should be given's authorized forest-exactive.

If Government Contract Number is Shown Hereon, additional Terms and Conditions This order is not binding until accopted. Acceptance should be executed on accombidgment copy which should be returned to Buyer.

The order is not binding until accopted. Acceptance should be executed on accombidgment copy which should be returned to Buyer. 85082-3490 SD

PURCHASE MACHASE

PAGE

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ORDER: TCS27100

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
(tem Identification Number(s) must be shown on Packing Slips and

Invoice Attn: Accounts Payable Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|                     | SHIP VIA              |
|---------------------|-----------------------|
| PURCHASING AGENY    | UXIE                  |
| 9. 34               | ALTERATION SEFECTIVE  |
| 180± 50%ei          | ALTERATION 155UE DATE |
| ARAD                | 04/22/09              |
| PHONE: 586-492-8477 | ORDER DATE            |

| NET        | NET 6               | 60 DAYS  |  | FREIGHT CO   | СОРТЯСТ  |   |                            | KEFER TO WA | KEYEK TO WWW.GESELFTING.COM | 1                |        |
|------------|---------------------|--|--|--|--|---|----------------------------|-------------|-----------------------------|------------------|--------|
| SEOUENCE ( | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO.  | NOUN NAME  | DESCRIPTION  | RFQ<br>NUMBER  | DATE REQUIRED   | TAX CODE / %               |             | BASE UNIT PRICE             | MULTIPLE MEASURE | FASURE |
| 00003      | 9                   | PRZX0199 003   |  |  | :  | 09/30/09  | C 0.00%                    |             | 155.6100                    |                  | SOA    |
|            |                     |  | 22026 CANPIGGY 10500PTO HIGHSPE<br>MICHAEL R ROSATI 734-320-8588<br>WHO ORDERED: ROSATI 734-320-8588   | CANPIGGY 10500PTO HIGHSPEED<br>R ROSATI 734-320-8588<br>ERED: ROSATI 734-320-8588            | HIGHSPEED<br>-8588<br>20-8588  |   |                            |             | 1400.47                     |                  |        |
| 00004      | <b>ω</b>            | PRZX0199 004   | 22022 CANPIGGY 57900PTO LOWSPEE<br>MICHAEL R ROSATI 734-320-8588<br>WHO ORDERED: ROSATI 734-320-8588   | CANPIGGY 57900PTO LOWSPEED<br>, R ROSATI 734-320-8588<br>)ERED: ROSATI 734-320-8588          | LOWSPEED)-8588   | 09/30/09  | c 0.00%                    |             | 155.6100<br>Vb6.83          | 7                | SO     |
| 00005      | ω                   | PRZX0199 005   | MA-COR MAINTENANCE AGREEMENT CA<br>MICHAEL R ROSATI 734-320-8588<br>WHO ORDERED: ROSATI 734-320-8588   | 09/3<br>MAINTENANCE AGREEMENT CANOE RUN<br>R ROSATI 734-320-8588<br>RED: ROSATI 734-320-8588 | MENT CANO<br>)-8588<br>)20-8588  | 09/30/09<br>E RUN   | c 0.00%                    |             | 1296.0000<br>> 8 8 8        |                  | AđOO   |
|            |                     | and the second s | CUSTOMS-TRADE  | PARTNERSHIP AGAINST<br>CONTRACT CLAUSE   | AINST  | TERRORISM   | (C-TPAT)                   |             |                             |                  |        |
|            |                     |  | SPECIAL TERM (U.S.) - C-TPAT  FOR SELLER'S GOODS TO BE IMPORTED INTO THE UNITED STATES, SELLER SHALL COMPLY WITH ALL APPLICABLE RECOMMENDATIONS OR REQUIREMENTS OF THE UNITED STATES CUSTOMS SERVICE'S CUSTOM-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) INITIATIVE (FOR INFORMATION GO TO HTTP://www.CUSTOMS.USTREAS.GOV/ | (U.S.) - C-1 300DS TO BE R SHALL COMI NS OR REQUII S SERVICE'S RISM (C-TPA) O TO HTTP://     | C-TPAT BE IMPORTED COMPLY WITH A CUSTOM-TR S'S CUSTOM-TR CPAT) INITIAT CPAT, INITIAT | C-TPAT  BE IMPORTED INTO THE UNITED COMPLY WITH ALL APPLICABLE QUIREMENTS OF THE UNITED E'S CUSTOM-TRADE PARTNERSHIP TPAT) INITIATIVE (FOR P://WWW.CUSTOMS.USTREAS.GOV/ | NITED<br>BLE<br>D<br>RSHIP |             |                             |                  |        |

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39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC VENDOR NUMBER 11-175-7464

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NOVI MI

48375

INVOICE FOR SERVICE, MACHINERY 00000 S

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

85082-3490 ដូន

This order is not binding unto acceptous acceptous makes a feel agrees by acceptance of this order. On the reveil or late henced are the terms and conditions to which Seller agrees by acceptance of this order. This order, including the care and conditions on the face and reveils side beself, constant the complete and shall superentent between they and Seller and no other agreement, in any way modifying any act additions added a mode in writing and squeet by they authorized extensional conditions will be blooding upon the duper unless made in writing and squeet by they's authorized the representative.

If Government Contract Number is Shown Hereon, additional Terms and Conditions if Government Contract Number is shown thereon.

DESTINATION UNLESS OTHERWISE INDICATED

PAYMENT

TERMS

PO BOX 63490, PHOENIX AZ Ģ

binding until accepted. Acceptance should be executed on acknowledgment copy which should be

ALT 2

|            |   | SEOUENCE                  | NET                         |
|------------|---|---------------------------|-----------------------------|
|            |   | QUANTITY<br>ORDERED       | NET 60                      |
| AA W TPAPP |   | ITEM IDENTIFICATION NO.   | 0 DAYS                      |
| -          | ENFORCE/TPAT.HTM). AT I SERVICE'S REQUEST, SELLI ITS COMPLIANCE WITH THE INDEMNIFY AND HOLD BUYED ANY LIABILITY, CLAIMS, I (INCLUDING ATTORNEY'S OUT ARISING FROM OR RELATING (AT 6/20/02)  IMPORTANT NOTICE: EFFEGURIFICANT CHANGES HAVING INSTRUCTIONS.  SHIPPING INSTRUCTIONS.  UPDATES. NON-COMPLIANG INSTRUCTIONS MAY RESULT DEBITED BACK TO THE SUP- GM ROUTING / SHIPPING INWW.GMSHIPPING.COM  EXPORT ADMINISTRATION R. PURCHASES  **********************************  | NOUN NAME                 |                             |
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(2) copies of your packing slip must be shown on Packing Slips and

Invoice Attn: Accounts Payable Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ORDER DATE PHONE: 586-492-8477

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GENERAL MOTORS CORPORATION

GLOBAL PURCHASING

SHIP TO:

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ORDER: TCS27100

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Do not Declare Valuation of Express Shipments or Insure Parcel

|         | ORDER DATE            | PHONE: 586-492-8477   |
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| euld bs | ALTERATION ISSUE DATE | 7801 Buyer  |
| d final | ALTERATION EFFECTIVE  | ANA/ORDINATOR OF THE PROPERTY |
|         | DATE                  | PURCHASING AGENT  |
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This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which st

85082-3490

PO BOX 63490, PHOENIX AZ

MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

QUANTITY TERMS ZET 60 DAYS ITEM IDENTIFICATION NO. GOVERNMENTAL AUTHORIZATIONS. QUOTATION OR PURCHASE CONTRACT WITHOUT THE PROPER NOUN NAME On the reverse side henced are the terms and conditions to which Selfer agones by act catabane of this order. This order checking the terms and conditions on the face and invertees slide henced, contains the complete an agreement between Buyer and Selfer and no other agreement in any east modifying any of stude terms, and conditionable between Buyer and Selfer and terms and conditionable between the operation of the self of government of Contract it Vumber is 8 Shown Hereon, additional Terms and Conditional if the self of government of Contract it Vumber is 8 Shown Hereon, additional Terms and Conditional self-conditions. DESCRIPTION FREIGHT COLLECT DESTINATION UNLESS OTHERWISE INDICA NUMBER DATE REQUIRED TAX CODE / % REFER TO WWW.GMSHIPPING.COM BASE UNIT PRICE MULTIPLE MEASURE

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39500 ORCHARD HILL PL STE 550

VECTOR CANTECH INC

VENDOR NUMBER 11-175-7464

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INVOICE TO:

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& EQUIP ONLY. QUESTIONS TO:

INVOICE FOR SERVICE, MACHINERY

WARREN MI

FAX 602-797-6053 30009 VAN DYKE

WITHIN A STATE, WHERE GM HOLDS DIRECT PAY AUTHORITY: SPECIFIC TAX CODE INSTRUCTIONS FOUND ON THIS ORDER. NOT IDENTIFIED BELOW, PLEASE CONTINUE TO FOLLOW THE THOSE STATES NOT IDENTIFIED BELOW. FOR THOSE STATES TAX CODE INFORMATION FOUND ON THIS ORDER EXCEPT FOR EFFECTIVE IMMEDIATELY, THIS TAX CLAUSE SUPERSEDES ALL PERSONAL PROPERTY AND SERVICES (1). THEREFORE, LIABILITY RELATED TO ITS PURCHASE AND USE OF TANGIBLE DIRECTLY TO TAXING AUTHORITIES, ALL SALES OR USE TAX BELOW LISTED GM CORPORATE ENTITIES WILL REMIT STATES. BELOW." GM HOLDS DIRECT PAYMENT AUTHORITY WITH THESE ALL SHIPPED TO LOCATIONS WITH THE STATES LISTED "DO NOT BILL SALES OR USE TAX ON ITEMS DELIVERED LISTED BELOW ARE DIRECT PAY PERMIT OR SALES TAX ICENSE NUMBERS FOR THE STATES, OR GM LOCATIONS AS A RESULT, IN ALL OF THE IDENTIFIED STATES o H

GEORGIA #044-38-00894-3

GENERAL MOTORS CORPORATION PERMITS:

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48090 FAX 602-797-6053 30009 VAN DYKE GENERAL MOTORS CORPORATION WARREN MI GLOBAL PURCHASING 먾

FOR SHIPPING ADDRESS

MAIL INVOICE: GM FSS ABP & EQUIP ONLY. QUESTIONS TO: PO BOX 63490, PHOENIX AZ

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INVOICE TO: 85082-3490 CUSTOMER SERVICE 248 874-4636 S

This ender is any binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.

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39500 ORCHARD HILL PL STE 550

VECTOR CANTECH INC

VENDOR NUMBER 11-175-7464

PURCHASE MANAGEMENT

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ORDINA: TCS27100

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and

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Post. Invoice Attn: Accounts Payable
Do not Declare Valuation of Express 5 hipments or Insure Parcel

ORDER DATE

PHONE: 586-492-8477

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Buyer

V. BARAD

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48090 VECTOR CANTECH INC FAX 602-797-6053 30009 VAN DYKE GLOBAL PURCHASING GENERAL MOTORS CORPORATION VENDOR NUMBER 11-175-7464 WARREN MI g

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39500 ORCHARD HILL PL STE 550

SHIP TO:

SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS

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& EQUIP ONLY. QUESTIONS TO: INVOICE FOR SERVICE, MACHINERY

INVOICE TO: PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636 85082-3490

ALTERATION ISSUE DATE

7801 V. BARAD

Buyer

04/22/09

ORDER DATE

PHONE: 586-492-8477

This order is not bleshing until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.

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ORDER: TCS27100

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and invoices.

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Do not Declare Valuation of Express Shipments or Insure Parcel

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VENDOR NUMBER 11-175-7464

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39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC NOVI MI

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48375

SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS

SHIP TO:

00000 INVOICE FOR SERVICE, MACHINERY 띯

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

85082-3490 S

This order is not binding unit accepted. Acceptance should be executed on accombingment copy which should be returned to Guyer.

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If Government Constact Number 18 Shown Hereon, additional Terms and Conditions

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ORDER TCS27100

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Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
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Invoice Attn: Accounts Payable Do not Declare Valuation of Express Shipments or Insure Parcel Post.

ALTERATION ISSUE DATE ALTERATION SFFECTIVE 04/22/09 ORDER DATE 7801 PHONE: 586-492-8477 V. BARAD PURCHASING AGENT Buyer

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48090 WARREN MI FAX 602-797-6053 30009 VAN DYKE GLOBAL PURCHASING

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39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC VENDOR NUMBER 11-175-7464

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MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

INVOICE TO: This order is not binding until accepted. Acceptance should be executed on acknowledgment collectured to Buyer.

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Do not Declare Valuation of Express Shipments or Insure Parcel

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| V. BARAD                               | 04/22/09                  | -3490 US   |
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|  |   | ITEM IDENTIFICATION NO. |   |
| OPON PAYMENT TO SELLER UNDER THE TERMS OF THIS CONTRACT, ANY WRITTEN WORK PRODUCT AND OTHER MATERIALS THAT SELLER DELIVERS TO BUYER (THE "DELIVERABLES") BECOME THE EXCLUSIVE PROPERTY OF BUYER. BUYER SHALL BE THE OWNER OF ALL RIGHTS INCLUDING, BUT NOT LIMITED TO, TRANSMES, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS, | COST OF ANY APPROVED SUBCONTRACTED SERVICES. ALL SUCH COSTS MUST BE PREVIOUSLY APPROVED BY BUYER IN WRITING AND WILL BE BILLED WITHOUT MARK-UP.  PRICES SHOWN IN THIS CONTRACT ARE EXCLUSIVE OF VALUE ADDED TAX (VAT). WHEN VAT IS CHARGED BY SELLER, SELLER MUST PROVIDE AN ORIGINAL INVOICE ISSUED TO THE BUYER, ITEMIZING VAT AS A SEPARATE LINE ITEM.  INVOICES SHALL BE SUBMITTED BY SELLER IN ACCORDANCE WITH THE STATEMENT OF REQUIREMENTS, FOLLOWING PROVISION OF SERVICES, AND WILL BE PAID BY BUYER ON THE DATE ESTABLISHED BY BUYER'S MULTILATERAL NETTING SYSTEM (MNS-2), WHICH PROVIDES, ON AVERAGE, THAT PAYMENT SHALL BE MADE ON THE SECOND DAY OF THE SECOND MONTH FOLLOWING THE DATE OF BUYER'S RECEIPT OF THE SERVICES. | NOUN NAME DESCRIPTION   | • |
| MENT TO SELLER UNDER THE TERMS OF THIS, ANY WRITTEN WORK PRODUCT AND OTHER IS THAT SELLER DELIVERS TO BUYER (THE ABLES") BECOME THE EXCLUSIVE PROPERTY OF BUYER SHALL BE THE OWNER OF ALL RIGHTS IN BLES, INCLUDING, BUT NOT LIMITED TO, TRADIBLES, SERVICE MARKS AND COPYRIGHTS,  | OF ANY APPROVED SUBCONTRACTED SERVICES. ALL COSTS MUST BE PREVIOUSLY APPROVED BY BUYER IN ING AND WILL BE BILLED WITHOUT MARK-UP.  ES SHOWN IN THIS CONTRACT ARE EXCLUSIVE OF VALUD TAX (VAT). WHEN VAT IS CHARGED BY SELLER, ER MUST PROVIDE AN ORIGINAL INVOICE ISSUED TO TRY, ITEMIZING VAT AS A SEPARATE LINE ITEM.  ICES SHALL BE SUBMITTED BY SELLER IN ACCORDANCE THE STATEMENT OF REQUIREMENTS, FOLLOWING ISSION OF SERVICES, AND WILL BE PAID BY BUYER ON DATE ESTABLISHED BY BUYER'S MULTILATERAL NETTIN EM (MNS-2), WHICH PROVIDES, ON AVERAGE, THAT ENT SHALL BE MADE ON THE SECOND DAY OF THE SECOND STATE OF THE DATE OF BUYER'S RECEIPT OF THE ICES.   | RIPTION NUMBER          |   |
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VENDOR NUMBER 11-175-7464

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PAYMENT

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SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS

PURCHASE MARCHASE

ORDIN: TCS27100

SHIP TO:

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MAIL INVOICE: GM FSS ABP & EQUIP ONLY. QUESTIONS TO: INVOICE FOR SERVICE, MACHINERY PO BOX 63490, PHOENIX AZ CUSTOMER SERVICE 248 874-4636

85082-3490 g

INVOICE TO: This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be tetured to Buyer.

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Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and ORDER DATE

ALTERATION ISSUE DATE ALTERATION EFFECTIVE 04/22/09 7801 V. BARAD PHONE: 586-492-8477 PURCHASING AGENT Buyer

SEQUENCE Z QUANTITY Z E H 60 DAYS ITEM IDENTIFICATION NO. BOTH AS WORKS IN PROCESS AND AS FINISHED PRODUCTS. WILL ACQUIRE NO INTEREST OR RIGHT IN SUCH PROPERTY SHALL BE REGISTERED IN THE NAME OF BUYER. ANY COPYRIGHT COVERING SUCH MATERIALS, IF REGISTERED, SUBCONTRACTOR OR ANY TRADE SECRETS OF SELLER OR A TO THE EXTENT THAT ANY PREEXISTING MATERIALS OF THIS CONTRACT. NECESSARY RIGHTS TO GRANT BUYER THE RIGHTS TO THE SELLER REPRESENTS AND WARRANTS THAT IT HAS ALL GRANTED TO BUYER IN THE PRECEDING SENTENCE, BUYER SELLER OR SUBCONTRACTOR AND, EXCEPT FOR THE LICENSE CONTRACT, SUCH PROPERTY REMAINS THE PROPERTY OF SUBCONTRACTOR) IN PERFORMING SERVICES UNDER THIS PROPRIETARY OR CONFIDENTIAL INFORMATION OF SELLER OR SOFTWARE OF SELLER OR A SUBCONTRACTOR OR ANY UTILIZES ANY OF ITS OR A SUBCONTRACTOR'S PROPERTY IN THE DELIVERABLES, SELLER GRANTS TO BUYER AN SELLER OR ANY SUBCONTRACTOR OF SELLER ARE CONTAINED COMPENSATION TO SELLER OTHER THAN AS PROVIDED IN AS IT SHALL DETERMINE, WITHOUT PAYMENT OF ANY SHALL HAVE THE RIGHT TO MAKE USE OF THE DELIVERABLES PREEXISTING MATERIALS. IRREVOCABLE, WORLDWIDE, ROYALTY-FREE LICENSE TO SUCH (INCLUDING, WITHOUT LIMITATION, ANY HARDWARE OR NOUN NAME DESCRIPTION TO THE EXTENT THAT SELLER NUMBER DATE REQUIRED BUYER TAX CODE / % REFER TO WWW.GMSHIPPING.COM BASE UNIT PRICE MULTIPLE MEASURE

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VENDOR NUMBER 11-175-7464

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39500 ORCHARD HILL PL STE 550 NOVI MI VECTOR CANTECH INC

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If Covernment Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply. & EQUIP ONLY. QUESTIONS TO: MAIL INVOICE: GM FSS ABP INVOICE FOR SERVICE, MACHINERY 85082-3490 PO BOX 63490, PHOENIX AZ CUSTOMER SERVICE 248 874-4636 intil accepted. Acceptance should be executed on acknowledgment copy which should b

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| .                | ALTERATION EFFECTIVE | ALTERATION ISSUE DATE | 04/22/09 | ORDER DATE          |
| PORCHASING AGENT |                      | 7801 Buyer            | V. BARAD | PHONE: 586-492-8477 |

|   |  | SEQUENCE   |
|---|--|--|
|   |  | QUANTITY   |
|   |  | ITEM IDENTIFICATION NO.                                |
| PROPERTY OR TROPRIETARY ENGLY: STILL SELLER WILL OBTAIN ALL NECESSARY EMPLOYEE OR THIRD-PARTY AGREEMENTS TO ENSURE IT HAS SUCH RIGHTS, INCLUDING, WITHOUT LIMITATION, AND MORAL RIGHTS, INCLUDING, WITHOUT LIMITATION, AND CUSTOMERS AGAINST ANY CLAIMS OF INFRINGEMENT (INCLUDING PATENT, TRADEMARK, COPYRIGHT, INDUSTRIAL DESIGN RIGHT, OR OTHER PROPRIETARY RIGHT, OR MISUSE OR MISAPPROPRIATION OF TRADE SECRET) AND RESULTING DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S AND OTHER PROFESSIONAL FEES) ARISING IN ANY WAY IN RELATION TO THE SERVICES OR THE DELIVERABLES. SELLER EXPRESSIY WAIVES ANY CLAIM AGAINST BUYER THAT SUCH INFRINGEMENT AROSE OUT OF COMPLIANCE WITH BUYER'S SPECIFICATION.  4. CONFIDENTIALITY  4. CONFIDENTIALITY  FOR PURPOSE OF THIS SECTION 4, BUYER'S INFORMATION MEANS ALL INFORMATION (ORAL OR WRITTEN) AND DOCUMENTS OUTER, OR HAS BEEN DEVELOPED BY SELLER IN CONNECTION "PERSONALLY IDENTIFIABLE DATA," AS DEFINED IN SECTION "PERSONALLY IDENTIFIABLE DATA," AS DEFINED IN SECTION | DELIVERABLES AS SET FORTH ABOVE, WITHOUT VIOLATING | NOUN NAME DESCRIPTION NUMBER DATE REQUIRED TAX CODE 1% |
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VENDOR NUMBER 11-175-7464

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SHIP TO: SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS

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& EQUIP ONLY. QUESTIONS TO: INVOICE FOR SERVICE, MACHINERY

INVOICE TO: PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to 8 uyer. 85082-3490

ALTERATION ISSUE DATE

7801 V. BARAD

Buyer

04/22/09

ORDER DATE

PHONE: 586-492-8477

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This Number Must Appear On All Invoices, Packing Slips,
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(2) copies of your packing slip must accompany each shipment.
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Do not Declare Valuation of Express Shipments or Insure Parcel
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| ACCESS OR USE DURING UTILIZATION, TRANSMISSION AND STORAGE. SHOULD ANY UNAUTHORIZED BREACH OCCUR, SELLER SHALL NOTIFY BUYER AS SOON AS REASONABLY |
| THAT THE BUYER'S INFORMATION IS REASONABLY MAINTAINED AND SECURED, ENSURING IT IS SAFE FROM UNAUTHORIZED  |
| . SELLER SHALL PROVIDE FOR THE PHYSICAL, MANAGERIAL   |
| THIS SECTION 4 AND IN SECTION 11.   |
| INFORMATION IS MADE AVAILABLE SHALL SIGN AN AGREEMENT   |
| WRITTEN AGREEMENT OF BUYER. SELLER'S EMPLOYEES, AND   |
| OBLIGATIONS UNDER THIS CONTRACT, WITHOUT THE PRIOR  |
| NEED TO KNOW IN ORDER FOR SELLER TO FULFILL ITS   |
| OR OTHERWISE MAKE AVAILABLE BUYER'S INFORMATION TO  |
| SELLER AGREES THAT IT WILL NOT DISCLOSE, DISSEMINATE  |
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| THE SOLE PURPOSE OF PERMITTING SELLER TO PERFORM THE<br>SERVICES, AND AGREES THAT IT WILL NOT USE BUYER'S   |
| INFORMATION IS BEING DISCLOSED TO SELLER FOR  |
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GENERAL MOTORS CORPORATION 30009 VAN DYKE 48090 WARREN MI FAX 602-797-6053 GLOBAL PURCHASING SD

VENDOR NUMBER 11-175-7464

39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC NOVI MI

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PAYMENT

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INVOICE TO: & EQUIP ONLY. QUESTIONS TO: PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should 85082-3490

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If Government Contract Number 16 Shown hiereon, additional Terms and conditions.

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| terms and conditions to which Soller agrees by acceptance of this order. s conditions on the face and reverse side hereof, contains the complete and final   |                                    |   |
| nud no other agreement in any way moddying any of said terms and contitions to the whiting and signed by Buyer's authorized the terms and contitions and additional Terms and Contillions.   | ALTERATION SEFECTIVE               |   |
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# General Motors Corporation

GENERAL MOTORS CORPORATION 48090 WARREN MI FAX 602-797-6053 30009 VAN DYKE GLOBAL PURCHASING 띯

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INVOICE TO: & EQUIP ONLY. QUESTIONS TO: PO BOX 63491 MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

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VECTOR CANTECH INC

VENDOR NUMBER 11-175-7464

INVOICE FOR SERVICE, MACHINERY This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Do not Declare Valuation of Express Shipments or Insure Parcel nvoice Attn: Accounts Payable ORDINA: TCS27100

| O, PHOENIX AZ   | ORDER DATE                   | PHONE: 586-492-8477         | -8477                                    |
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| IIIS  | 04/22/09                     | V. BARAD                    |  |
| pronce should be executed on acknowledgment copy which should be  | ALTERATION ISSUE DATE        | 7801                        | Buyer                                    |
| on the face and reverse side hereof, contains the complete and final  |                              |                             | ***************************************  |
| agreement in any way modifying any of said terms and conditions<br>ng and signed by Buyer's authorized representativo.<br>Shown Hereon, additional Terms and Conditions | ALTERATION SFFECTIVE<br>DATE | PUR(                        | PURCHASING AGENT                         |
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| T   | REFER TO WWW.                | REFER TO WWW.GMSHIPPING.COM | **                                       |
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ORDERED ITEM IDENTIFICATION NO. PREVENT THE UNAUTHORIZED DISCLOSURE OF ANY BUYER'S APPROPRIATE COURT OR GOVERNMENT AGENCY. IN THE EVENT SELLER IS REQUIRED TO DISCLOSE BUYER'S DISCLOSURE. AS IS OCCASIONED BY SUCH UNAUTHORIZED USE OR INFORMATION, AS WELL AS SUCH DAMAGES OR OTHER RELIEF THE RIGHT TO SEEK EQUITABLE AND INJUNCTIVE RELIEF TO NOUN NAME BUYER'S INFORMATION IN THE COURSE OF PERFORMING THIS ASSOCIATION WITH BUYER'S PERSONNEL AND ACCESS TO PROTECTIVE ORDER. SELLER MAY DISCLOSE BUYER'S INFORMATION TO THE SHALL PROMPTLY NOTIFY BUYER AND ALLOW A REASONABLE PROCEEDING OR GOVERNMENT INVESTIGATION, THEN SELLER CONCERNING THE SUBJECT MATTER OF THIS CONTRACT ANYONE PUBLISH, ANYTHING WHATSOEVER ABOUT BUYER WOULD BE REVEALED IF SUCH EVALUATIONS WERE PUBLISHED PERSPECTIVE AND THAT BUYER'S PROPRIETARY INFORMATION AVAILABLE INFORMATION ABOUT BUYER FROM AN INSIDER'S CONTRACT MAY ENABLE SELLER TO EVALUATE PUBLICLY IN ADDITION, SELLER RECOGNIZES THAT ITS CLOSE EXTENT REQUIRED BY LAW, SUBJECT TO ANY APPLICABLE TIME FOR BUYER TO SEEK A PROTECTIVE ORDER FROM THE INFORMATION IN CONNECTION WITH ANY JUDICIAL THEREFORE, SELLER AGREES NOT TO PUBLISH, OR HELP DESCRIPTION NUMBER DATE REQUIRED THEREAFTER, TAX CODE /% BASE UNIT PRICE

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39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC NOVI MI

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INVOICE TO: & EQUIP ONLY. QUESTIONS TO: MAIL INVOICE: GM FSS ABP INVOICE FOR SERVICE, MACHINERY CUSTOMER SERVICE 248 874-4636

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Invoice Attn: Accounts Payable
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ALTERATION ISSUE DATE 04/22/09 ORDER DATE 7801 V. BARAD PHONE: 586-492-8477 Buyer

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|  |  |         | BUYER RESERVES THE RIGHT, AT ANY TIME AND FROM TO TIME, TO DIRECT CHANGES TO THE STATEMENT OF REQUIREMENTS, AND SELLER AGREES TO PROMPTLY EFF SUCH CHANGES. ANY DIFFERENCE IN PRICE OR TIME PERFORMANCE RESULTING FROM SUCH CHANGES SHALL I EQUITABLY ADJUSTED BY BUYER AFTER RECEIPT OF DOCUMENTATION IN SUCH FORM AND DETAIL AS BUYER DIRECT. ANY CHANGES TO THIS CONTRACT SHALL BE IN ACCORDANCE WITH PARAGRAPH 31 OF THE GENERAL AND CONDITIONS. | RIGHT, AT ANY TIME CHANGES TO THE STATELLER AGREES TO PRICE IN PRICE ING FROM SUCH CHANGE BY BUYER AFTER RECUTH FORM AND DETAIL SE TO THIS CONTRACT PARAGRAPH 31 OF THE PARAGRAPH 31 OF THE CHANGE PARAGRAPH 31 OF THE PARAGRAPH 31 OF THE CHANGE PARAGRAPH 31 OF THE PARAGRAPH 31 OF THE CHANGE PARAGRAPH 31 OF THE PARAGRAPH AND PARAGRAPH | THE RIGHT, AT ANY TIME AND FROM TIME ECT CHANGES TO THE STATEMENT OF ND SELLER AGREES TO PROMPTLY EFFECT ANY DIFFERENCE IN PRICE OR TIME FOR ULTING FROM SUCH CHANGES SHALL BE TED BY BUYER AFTER RECEIPT OF N SUCH FORM AND DETAIL AS BUYER MAY LANGES TO THIS CONTRACT SHALL BE MADE LANGES TO THIS CONTRACT SHALL BE MADE LANGES TO THE GENERAL TERMS | <**      | ·               |            |         |
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| PURCHASING AGENT  | l N d               | DAIR                        | d Conditions  | iovernment Contract Number is Shown Hereon, additional Terms and Conditions of Hereto Apply.   | ct Number is Shown Hei  | overnment Contra<br>d Hereto Apply.  |
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|                   | V. BARAD            | 04/22/09                    | .,  | SD   | 85082-3490  | 85082  |
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VECTOR CANTECH INC NOVI MI 39500 ORCHARD HILL PL STE 550

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SHIP TO: SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS

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INVOICE TO: & EQUIP ONLY. QUESTIONS TO: PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636 85082-3490

This order is not binding until accepted. Acceptance should be executed on acknowledgment or teatment to Suppr.

On the revers side hereof are the terms and conditions to which Solids agrees by secrepance, or This order including the terms and conditions on the face and exerter side hereoft, consists the This order including the terms and conditions on the face and exerter side hereoft, consists the agreement tensions it was and Solids and no other agreement in any way modifying any of cold terms and of will be binding upon the Super under no water in among and signed by Bugs's authorized representable if Government Contract Number is Shown Heireon, additional Terms and in

PURCHASE

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ORDINA: TCS27100

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and

Invoices.

Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel

| 90, PHOENIX AZ   | ORDER DATE 04/22/09   | PHONE: 586-492-8477  |
|--|-----------------------|--|
| 3490 US  | 04/22/09              | V. BARAD   |
| ceptance should be executed on acknowle  | ALTERATION ISSUE DATE | 7801 Buyer   |
| we teems and conditions to which Solike Agness by accoptance of this order, not conditions on the face and deverse yield between Contains the complete and final year on other agreement in any way mondifying any of solid teams and conditions would be owiting and speech by Boyer's authorized representative. | ALTERATION EFFECTIVE  | 0100110  |
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WARREN MI FAX 602-797-6053

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NOVI MI 39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC 48375 VENDOR NUMBER 11-175-7464

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SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS

SHIP TO:

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INVOICE TO: & EQUIP ONLY. QUESTIONS TO: 85082-3 MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636 INVOICE FOR SERVICE, MACHINERY PO BOX

On the reverse side hereof are the re This order, including the terms and ement between Buyer and Seller and the birding upon the Buyer unless mar is not binding until accer

ttached Hereto Apply.

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Government Contract No

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| nd no other agreement in any way modifying any of cold fenns and conditions  ALTE  | ALTERATION EFFECTIVE  |                             |                  |     |
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| BY BUYER AGNESS THAT, AT SOLER S REQUEST ON AS FRONTH BY BUYER IN ITS STATEMENT OF REQUIREMENTS, IT WILL NOT, FOR A PERIOD OF TWELVE (12) MONTHS FOLLOWING COMPLETION OF THE SERVICES, ASSIGN THOSE PERSONS WE DIRECTLY AND SUBSTANTIVELY PERFORMED SERVICES FOR BUYER UNDER THIS CONTRACT AND HAD ACCESS TO BUYER (SECTION 4) TO PERFORM SIMILAR SERVICES | BY BUYER IN ITS STATEMENT OF REQUIREMENTS, IT WILL  NOT, FOR A PERIOD OF TWELVE (12) MONTHS FOLLOWING  COMPLETION OF THE SERVICES, ASSIGN THOSE PERSONS WHO  DIRECTLY AND SUBSTANTIVELY PERFORMED SERVICES FOR  BUYER UNDER THIS CONTRACT AND HAD ACCESS TO BUYER'S  INFORMATION (SECTION 4) TO PERFORM SIMILAR SERVICES  FOR A COMPETITOR IN THE SAME LINE OF BUSINESS AS  BUYER. THIS CLAUSE IS SUBJECT TO ANY LIMITATIONS |
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| FOR A COMPETITOR IN THE SAME LINE OF BUSINESS ? BUYER. THIS CLAUSE IS SUBJECT TO ANY LIMITATION  |  |

# 10. MALICIOUS SOFTWARE

SELLER SPECIFICALLY WARRANTS AND AGREES THAT SELLER ORIGINAL STATE. EQUIPMENT, DATABASE(S) AND NETWORK(S) TO THEIR DATABASE(S) AND NETWORK(S) AND WILL RESTORE SUCH MALICIOUS SOFTWARE FROM ALL INFECTED EQUIPMENT, WILL WORK WITH BUYER TO IMMEDIATELY REMOVE SUCH THAT SELLER DOES INTRODUCE MALICIOUS SOFTWARE, SELLER EQUIPMENT, DATABASE(S) OR NETWORK(S). WILL NOT INTRODUCE MALICIOUS SOFTWARE INTO BUYER'S IN THE EVENT

SELLER'S HANDLING OF PERSONALLY IDENTIFIABLE DATA

GENERAL MOTORS CORPORATION 48090 WARREN MI FAX 602-797-6053 30009 VAN DYKE GLOBAL PURCHASING ន្ឋា

39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC VENDOR NUMBER 11-175-7464

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SHIP TO: SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS

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INVOICE TO: & EQUIP ONLY. QUESTIONS TO: MAIL INVOICE: GM FSS ABP PO BOX 63490, PHOENIX AZ CUSTOMER SERVICE 248 874-4636 INVOICE FOR SERVICE, MACHINERY 85082-3490 S

agreement between Buyer and Si will be binding upon the Buyer on If Government Contra Attached Hereto Apply. This order in at binding until accepted. Acceptance should be executed on acknowledgment copy which should be med to desert.

On this revent little hieroid, bethe reins, and conditions to which salar agrees by acceptance of this order. This order, including the terms and conditions on the face and exercise such benefit, contains this complexe and final sevent traversen it high and seller and no other agreements have yn modifying any first terms, and conditions are binding upon the face remained agreements. If Government Contract Number its Shown Hereon, additional Terms and Conditions

If Government Contract Number its Shown Hereon, additional Terms and Conditions

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ORDIN: TCS27100

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Item Identification Number(s) must be shown on Packing Slips and

Invoice Attn: Accounts Payable Do not Declare Valuation of Express Shipments or Insure Parcel Post

ALTERATION ISSUE DATE ALTERATION EFFECTIVE 04/22/09 ORDER DATE 7801 V. BARAD PHONE: 586-492-8477 8 uyer

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VENDOR NUMBER 11-175-7464

WARREN MI

NOVI MI 39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC

TO:

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PAYMENT TERMS

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DESTINATION UNLESS OTHERWISE INDICATED

SHIP TO: SEE BODY OF PURCHASE ORDER FOR SHIPPING ADDRESS

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& EQUIP ONLY. QUESTIONS TO: MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636 INVOICE FOR SERVICE, MACHINERY PO BOX 63490, PHOENIX AZ

INVOICE TO: This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be 85082-3490 SD

On the reverse side hereof are the terms and conditions to writch Salter agrees by acceptance of this order. This order, including the forms and conditions on the face and reverse side levels, contains the complete and final agreement to any way modifying any of said terms and conditions underment tervieve in layer and 5 faile and no other agreement in any way modifying any of said terms and conditions will be bonding upon the 8 uper unders made in writing and signed by 8 uper's authorized representance. ontract Number is Shown Hereon, additional Terms and Conditions

PURCHASE MATERIAL

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ORDER: TCS27100

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
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Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel
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ALTERATION ISSUE DATE ALTERATION EFFECTIVE 04/22/09 ORDER DATE V. BARAD 7801 PHONE: 586-492-8477 8 uyer

PURCHASING AGENT

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|   |  |                         | UPON BUYER'S 1                                      | REQUEST, SEL                        | SELLER SHALL               | SHALL CAUSE ITS    |              |          |  |   |   |
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| ·                                       |  |                         | THIS AGREEMENT BY BUYER OR ITS AUTHORIZED           | r by buyer o                        | R ITS AUTH                 | ORIZED             |              |          |  |   | party and the graph.                      |
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39500 ORCHARD HILL PL STE 550

VECTOR CANTECH INC

VENDOR NUMBER 11-175-7464

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INVOICE TO:

& EQUIP ONLY. QUESTIONS TO:

INVOICE FOR SERVICE, MACHINERY

CUSTOMER SERVICE 248 874-4636

WARREN MI

30009 VAN DYKE GLOBAL PURCHASING

FAX 602-797-6053

GENERAL MOTORS CORPORATION

SHIP TO:

SEE BODY OF PURCHASE ORDER

FOR SHIPPING ADDRESS

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ORDER TCS27100

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and

Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel

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|---|-----------------------|---------------------|
| PO BOX 63490. PHOENIX AZ  | ORDER DATE            | PHONE: 586-492-8477 |
| 85082-3490 US   | 04/22/09              | V. BARAD            |
| eptanze should be executed on acknowle  | ALTERATION ISSUE DATE | 7801 Buyer          |
| side horeof are the terms and conditions to which heller agrees by acceptance of this order.<br>Inding the terms and conditions on the face and reverse side horeof, contains the compline and final  |                       |                     |
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| o Apply.  |                       |                     |
| DESTINATION UNLESS OTHERWISE INDICATED  | SHIP VIA              |                     |
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This order is not binding until accepted. Acceptance should be expect to Buyer.

PAYMENT ZET QUANTITY ORDERED TERMS ZHT 60 DAYS ITEM IDENTIFICATION NO. OF WHICH SUPPLIER HAS RECEIVED A COPY. BUYER'S GENERAL TERMS AND CONDITIONS ARE DELETED. 12. DELETED GENERAL TERMS AND CONDITIONS PARAGRAPHS PARAGRAPHS 2,3,4,5,7,9,10,14,15,18,20 AND 22 OF (7X) 10-24-02 TERMS AND CONDITIONS SEPTEMBER 2004, APPLY NOUN NAME On the reverse side honord are the terms and conditions to which Sa This codes including the terms and conditions on the Lace and version pagement therewen it never and Selfar and no other agreement in any way agreement therewen it never and Selfar and no other agreement and way. Way will be blooding upon the dayer others made in writing and signed by Selfar If Government Contract Number 15. Shown Hereon, a DESCRIPTION FREIGHT COLLECT DESTINATION UNLE NUMBER DATE REQUIRED TAX CODE / % REFER TO WWW.GMSHIPPING.COM BASE UNIT PRICE MULTIPLE MEASURE

30009 VAN DYKE GLOBAL PURCHASING GENERAL MOTORS CORPORATION 48090 WARREN MI FAX 602-797-6053 S

SHIP TO:

BLDG 2-5 CHEVROLET CENTRAL OFFICE GM - NAO TECHNICAL CENTER DOCK 17

PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP 85082-3490

PAYMENT TERMS

DESTINATION UNLESS OTHERWIS

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39500 ORCHARD HILL PL STE 550

VECTOR CANTECH INC

VENDOR NUMBER 11-175-7464

& EQUIP ONLY. QUESTIONS TO: INVOICE FOR SERVICE, MACHINERY

INVOICE TO: CUSTOMER SERVICE 248 874-4636

48090-9065 WARREN MI 30007 VAN DYKE

On the reviews side honed are the terms and conditions to which Solica aguest by acceptance. This order, including the terms and conditions on the face and service side honed, contain agreement heaves in grown and Solica and no order agreement heaves may modifying any of soils are will be binding upon the 8 over unless made in writing and signed by 8 over 1 authorized representant will be binding upon the 8 over unless made in writing and signed by 8 over 1 authorized representant will be binding upon the 8 over unless and the solica and signed by 8 over 1 authorized representant will be binding upon the 8 over 1 authorized representant will be selected the selected of the 1 authorized representant will be selected the 1 authorized the 1 author This order is not binding until accepted. Acceptance should be executed on acknowledgmented to Buyer.

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ORDER: TCS27138

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Packages and Bills of Lading.
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Item Identification Number(s) must be shown on Packing Slips and

nvoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel

|                         | ORDER DATE                   | PHONE: 586-575-1361 |
|-------------------------|------------------------------|---------------------|
|                         | 04/23/09                     | G. MCEACHERN        |
| nt copy which should be | ALTERATION ISSUE DATE        | 7811 Buyer          |
| the complete and final  |                              |                     |
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SEQUENCE MEH QUANTITY ORDERED 2ND DAY OF 2ND MONTH ITEM IDENTIFICATION NO. dsp MODIFIED AS FOLLOWS: DISBURSEMENTS AT 248-874-4636. BUSINESS HOURS AT 1-888-376-6115 AND ON-LINE AT SUPPLIER HELP DESK FOR GM-INDIRECT/MACHINERY MAND UNPAID INVOICES. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN PARTS AND TRAVEL EXPENSES. ADVISE PURCHASING IN WRITING OF INVOICE PRICE IN THE PAYMENT DATE SHALL BE NET 60, WITH DISBURSEMENTS THE PAYMENT TERMS OTHERWISE SET FORTH HEREIN ARE DETAIL REFERENCING PO #. OUTLINE LABOR CHARGES, TRIGGERED UPON BUYER'S RECEIPT OF (A) GOODS OR EQUIPMENT PURCHASING AVAILABLE DURING DETROIT THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY NOUN NAME \*SERVICEMEN-LABOR\* (B) A VALID INVOICE. OCCURRING ON A WEEKLY PAYMENT CYCLE. PAYMENT WILL BE QUESTIONS RELATED TO PAYMENT ISSUES, PLEASE CONTACT IMEHELPDESK@GM.COM DOLLAR (UNITED STATES) DESCRIPTION FREIGHT COLLECT RFQ NUMBER FAX TO BUYER. DATE REQUIRED TAX CODE / % REFER TO WWW.GMSHIPPING.COM BASE UNIT PRICE MULTIPLE MEASURE

USER HARITHA JAYA

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SELLER ENTERING A GMC FACILITY.

CERTIFICATE OF INSURANCE MUST

BE PROVIDED PRIOR TO

# General Motors Corporation

GENERAL MOTORS CORPORATION 48090 WARREN MI 30009 VAN DYKE GLOBAL PURCHASING FAX 602-797-6053 S

39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC VENDOR NUMBER 11-175-7464

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48090-9065 30007 VAN DYKE BLDG 2-5 DOCK 17 CHEVROLET CENTRAL OFFICE GM - NAO TECHNICAL CENTER INVOICE FOR SERVICE, MACHINERY WARREN MI 誋

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636 PO BOX 63490, PHOENIX AZ

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ORDER DATE

PHONE: 586-575-1361

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|                                  | Agreement between Buyer and Sellar and to other Agreement in any way modifying any at is all terms and conditions will be finding upon the Buyer unbest and it in willing and shored by Buyer's authorized representative.  If Government Contract Number is Shown Hereon, additional Ferms and Conditions Attached Heresto Apply.  | ALTERATION EFFECTIVE<br>DATE | 10.6                        | OURCHASING AGENT | NT                 |
| TERMS                            | F.O.8 DESTINATION UNLESS OTHERWISE INDICATED  | SHIP VIA                     |                             |                  |                    |
| 2ND DAY OF 2ND MONTH             | FREIGHT COLLECT   | REFER TO WWW.                | REFER TO WWW.GMSHIPPING.COM |                  |                    |
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|                                  | BY ACCEPTANCE OF A PURCHASE ORDER THE SELLER OF GOODS AND/OR SERVICES GRANTS BUYER THE RIGHT TO AUDIT ALL CHARGES AND AGREES THAT ALL RECORDS SUPPORTING CHARGES (INCLUDING THOSE OF SUBSIDIARIES AND AFFILIATES TO WHOM WORK HAS BEEN CONTRACTED) WILL BE AVAILABLE FOR AUDIT BY GENERAL MOTORS CORPORATION FOR A PERIOD OF ONE (1) YEAR BEYOND FINAL PAYMENT.  FAX PRICING INFO TO: 602-797-6053.                                     |                              |                             |                  |                    |
| 5 PRYX8188 001                   | 11190 CANOE RUN V7.1 MICHAEL R ROSATI 734-320-8588  |                              | 5213.2500<br>26,066.25      |                  | COPY               |

SEQUENCE

PAYMENT

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MICHAEL R ROSATI 734-320-8588 07136 CANBOARDXL PCIE V1.0

WHO ORDERED: ROSATI 734-320-8588

05/04/09

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ATTN: MICHAEL ROSATI, 734-320-8588

WHO ORDERED: ROSATI 734-320-8588

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39500 ORCHARD HILL PL STE 550

GM - NAO TECHNICAL CENTER 30007 VAN DYKE BLDG 2-5 CHEVROLET CENTRAL OFFICE INVOICE FOR SERVICE, MACHINERY 48090-9065 WARREN MI DOCK 17 S

SHIP TO:

INVOICE TO: This order is not binding unit accepted. Acceptance should be executed on actionoledgment copy which should be returned to Reyer.

On the reports of the heard are the terms and conditions to which solar rapect by acceptance of this canal. This order including the terms and condition to not the face and entered selds because the condition and final apprenant between Broke and Seturated no other apprenants have not oblighing any face and selds terms and conditions will be binding upon the Bayer under in mileig and should be begin to individe apprenantation.

If Government Contract Number is Shown Hereon, additional Terms and Conditions if Government Conditions. & EQUIP ONLY. QUESTIONS TO: 85082-3490 PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

**PURCHASE** 

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ORDER: TCS27138

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
(Em Identification Number(s) must be shown on Packing Slips and

Invoices.

Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel
Post. ORDER DATE PHONE: 586-575-1361

ALTERATION ISSUE DATE

7811

Buyer

G. MCEACHERN

04/23/09

ALTERATION EFFECTIVE DATE

PURCHASING AGENT

|  |                              |   |  | 00005  |   | 00004        |                  | SEQUENCE                | HEI                         |
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|  |                              |   |  | ហ  |   | ហ            |                  | QUANTITY<br>ORDERED     | 2ND                         |
|  |                              |   |  | PRYX8188 005   |   | PRYX8188 004 |                  | ITEM IDENTIFICATION NO. | DAY OF 2ND MONTH            |
| FOR SELLER'S GOODS TO BE IMPORTED INTO THE UNITED STATES, SELLER SHALL COMPLY WITH ALL APPLICABLE RECOMMENDATIONS OR REQUIREMENTS OF THE UNITED STATES CUSTOMS SERVICE'S CUSTOM-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) INITIATIVE (FOR INFORMATION GO TO HTTP://www.CUSTOMS.USTREAS.GOV/ENFORCE/TPAT.HTM). AT BUYER'S OR THE CUSTOMS | SPECIAL TERM (U.S.) - C-TPAT | CUSTOMS-TRADE PARTNERSHIP AGAINST CONTRACT CLAUSE | MA-COR MAINTENANCE AGREEMENT CA<br>MICHAEL R ROSATI 734-320-8588<br>WHO ORDERED: ROSATI 734-320-8588 |  | 22022 CANPIGGY 57900PTO C SING MICHAEL R ROSATI 734-320-8588 WHO ORDERED: ROSATI 734-320-8588 |              | B B              | NOUN NAME<br>22026      |                             |
| SHALL COMPI S OR REQUIRE SERVICE'S C SERVICE'S C ISM (C-TPAT) TO HTTP://W TM). AT BUY  | U.S.) - C-TE                 | PARTNERSHIP AG<br>CONTRACT CLAUSE                 | MAINTENANCE AGREEMENT CANOE<br>R ROSATI 734-320-8588<br>RED: ROSATI 734-320-8588                     |  | CANPIGGY 57900PTO C SI<br>R ROSATI 734-320-8588<br>ERED: ROSATI 734-320-85                    |              | TI 734-320-8588  | DESCRIPTION P           | FREIGHT COL                 |
| TO BE IMPORTED INTO THE UNLL COMPLY WITH ALL APPLICAN<br>REQUIREMENTS OF THE UNITE:<br>RVICE'S CUSTOM-TRADE PARTNE:<br>(C-TPAT) INITIATIVE (FOR<br>HTTP://WWW.CUSTOMS.USTREAS<br>AT BUYER'S OR THE CUSTOM  | PAT                          |   | NOE  |  | : SINGLEWIRE<br>-8588<br>20-8588  |              | .8588<br>20-8588 | NUMBER I                | COLLECT                     |
| O BE IMPORTED INTO THE UNITED COMPLY WITH ALL APPLICABLE EQUIREMENTS OF THE UNITED CE'S CUSTOM-TRADE PARTMERSHIP '-TPAT') INITIATIVE (FOR TIP://WWW.CUSTOMS.USTREAS.GOV/AT BUYER'S OR THE CUSTOMS  |                              | TERRORISM (                                       | RUN  | 05/04/09   | IRE   | 05/04/09     |                  | DATE REQUIRED           |                             |
| NITED BLE D RSHIP .GOV/  |                              | (C-TPAT)  |  | C 0.00%  | a.  | C 0.00%      |                  | TAX CODE /%             |                             |
|  |                              | ***************************************           |  | aga da agas da |   |              |                  |                         | REFER TO W                  |
|  |                              |   | 6480   | 1296.0000  |   | 7/8<br>155.  | 7                | BASE UNIT PRICE         | REFER TO WWW.GMSHIPPING.COM |
|  |                              |   | <u> </u>   | 0000   |   | 7/8 .07      | \<br>\           |                         | G.COM                       |
|  |                              |   |  |  |   |              |                  | MULTIPLE M              | l                           |
|  |                              |   |  | Adon   |   | PCS          |                  | MEASURE                 |                             |

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VENDOR NUMBER 11-175-7464

39500 ORCHARD HILL PL STE 550 NOVI MI VECTOR CANTECH INC 48375

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PAYMENT

TERMS

2ND DAY OF 2ND MONTH

FREIGHT COLLECT

DESTINATION UNLESS OTHERWISE INDICA

GM - NAO TECHNICAL CENTER DOCK 17

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: 85082-3490 PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

48090-9065 BLDG 2-5 INVOICE FOR SERVICE, MACHINERY 30007 VAN DYKE CHEVROLET CENTRAL OFFICE WARREN MI

SHIP TO:

PURCHASE

ORDER: TCS27138

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.

(2) copies of your packing slip must accompany each shipment.

Item Identification Number(s) must be shown on Packing Slips and

Invoices.
Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel

|                     | SHIP VIA                     | F.O.B DESTINATION UNLESS OTHERWISE INDICATED SHIP VIA  |
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| PURCHASING AGENT    | ALTERATION EFFECTIVE<br>DATE | will be binding open the Bayer unites made in waters and the property of the Bayer and the state waters and it is a binding and spaced by Bayer's willowized expressionatives.  If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.  |
|                     |                              | On the reveire side hereof are the reprix and conditions to which Seller agenes by acceptance of this order.  This order, inclining the runns and conditions on the face and reveirs exist hereol, contains the complete and insal analysement hereone it have aware a face and a making and a maki |
| 7.811 Buyer         | ALTERATION ISSUE DATE        | This order is not binding until accepted, Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  |
| G. MCEACHERN        | 04/23/09                     | 85082-3490 US  |
| PHONE: 586-575-1361 | ORDER DATE                   | PO BOX 63490, PHOENIX AZ   |
|                     |                              | MALL INVOLCE: GR FUN ABT   |

SEQUENCE QUANTITY ITEM IDENTIFICATION NO. EXPORT ADMINISTRATION REGULATIONS (EAR) CONTROLLED WWW.GMSHIPPING.COM SHIPPING INSTRUCTIONS. PLEASE REVIEW FOR CARRIER SIGNIFICANT CHANGES HAVE BEEN MADE TO THE GMNA ANY LIABILITY, CLAIMS, DEMANDS OR EXPENSES INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST SERVICE'S REQUEST, SELLER SHALL CERTIFY IN WRITING QUOTATION OR PURCHASE CONTRACT WITHOUT THE PROPER SPECIFICATIONS ASSOCIATED WITH THIS REQUEST FOR INCLUDING BUT NOT LIMITED TO PRINTS, ROUTINGS AND YOU MAY NOT EXPORT OR RE-EXPORT THE TECHNICAL DATA, SERVICE OR PART IS CONTROLLED UNDER U.S. EXPORT LAWS. THE TECHNICAL DATA ASSOCIATED WITH THIS EQUIPMENT, PURCHASES GM ROUTING / SHIPPING INSTRUCTIONS CAN BE FOUND AT DEBITED BACK TO THE SUPPLIER. INSTRUCTIONS MAY RESULT IN FREIGHT CHARGES BEING UPDATES. IMPORTANT NOTICE: EFFECTIVE SEPTEMBER 1, 2008 (AT 6/20/02) ARISING FROM OR RELATING TO SELLER'S NONCOMPLIANCE ITS COMPLIANCE WITH THE FOREGOING. (INCLUDING ATTORNEY'S OR OTHER PROFESSIONAL FEES) NOUN NAME NON-COMPLIANCE TO THESE DESCRIPTION RFQ NUMBER DATE REQUIRED SELLER SHALL TAX CODE / % REFER TO WWW.GMSHIPPING.COM BASE UNIT PRICE MULTIPLE MEASURE

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VECTOR CANTECH INC 39500 ORCHARD HILL PL STE 550 VENDOR NUMBER 11-175-7464

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GM - NAO TECHNICAL CENTER BLDG 2-5 CHEVROLET CENTRAL OFFICE 48090-9065 WARREN MI 30007 VAN DYKE DOCK 17 SB

INVOICE FOR SERVICE, MACHINERY

INVOICE TO: PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

ALTERATION ISSUE DATE

7811

Buyer

ALTERATION EFFECTIVE

SHIP TO:

& EQUIP ONLY. QUESTIONS TO:

This order it northinding until accepted. Acceptance should be executed on actionshedgment capy which should be freumed to Buyer.

On the revines a vide housed are the revint and conditions to which saler agrees by acceptance of the house and the state of the state 85082-3490

## PURCHASE

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ORDER: TCS27138

This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.

(2) copies of your packing slip must accompany each shipment.

(2) tem Identification Number(s) must be shown on Packing Slips and

Do not Declare Valuation of Express Shipments or Insure Parcel invoices. invoice Attn: Accounts Payable

04/23/09 ORDER DATE PHONE: 586-575-1361 G. MCEACHERN

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|          |                     |                         | Attache  | Attached Hereto Apply.   | aber of Shown Helebin   | , applications and   | Coupling's  |                             |                 | PURCH   | PURCHASING AGENT |         |
| PAYMENT  | TERMS               |                         |  | F.O.B D  | DESTINATION UNLESS OTHERWIS   | ESS OTHERWISE  | E INDICATED   | SHIP VIA                    |                 |         |                  |         |
| Lan      | 2ND D               | DAY OF 2ND MONTH        |  | FREIGHT CO   | COLLECT   |  |   | REFER TO WWW.GMSHIPPING.COM | W.GMSHIPP:      | ING.COM |                  |         |
| SEQUENCE | QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. | NOUN NAME  | DESCRIPTION  | RFQ<br>NUMBER   | DATE REQUIRED  | TAX CODE / %  |                             | BASE UNIT PRICE |         | PRICE UN         | MEASURE |
|          |                     | ·                       | GOVERNMENTAL AUTHORIZATIONS.  UNLESS OTHERWISE INDICATED IN THIS RFQ, SELLER IS REQUIRED TO HAVE ELECTRONIC DATA INTERCHANGE CAPABILITY WORLDWIDE.  "DO NOT BILL SALES OR USE TAX ON ITEMS DELIVERED TO ALL SHIPPED TO LOCATIONS WITH THE STATES LISTED BELOW." GM HOLDS DIRECT PAYMENT AUTHORITY WITH THESE STATES. AS A RESULT, IN ALL OF THE IDENTIFIED STATES BELOW LISTED GM CORPORATE ENTITIES WILL REMIT DIRECTLY TO TAXING AUTHORITIES, ALL SALES OR USE TAX LIABILLITY RELATED TO ITS PURCHASE AND USE OF TANGIBLE  | HERWISE INDICATED IN THIS RPQ, SELL TO HAVE ELECTRONIC DATA INTERCHANGE Y WORLDWIDE.  YOU WORLDWIDE.  ILL SALES OR USE TAX ON ITEMS DELIVED TO LOCATIONS WITH THE STATES LISUED TO LOCATIONS WITH THE STATES LISUED OF THE IDENTIFITY WAS A RESULT, IN ALL OF THE IDENTIFITY OF THE IDENTIFITY OF THE ORNORATE ENTITIES WILL REMITTO TAXING AUTHORITIES, ALL SALES OF RELATED TO ITS PURCHASE AND USE OF | D IN THIS IC DATA IN TAX ON IT WITH THE S PAYMENT AU ALL OF THE ENTITIES, ALL PURCHASE A  | RFQ, SELLE WIERCHANGE IEMS DELIVE STATES LIST JTHORITY WI E IDENTIFIE WILL REMIT L SALES OR AND USE OF | ER IS  ERED TO  TED  ITH THESE  ED STATES  T  USE TAX  TANGIBLE |                             |                 |         |                  |         |
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GEORGIA #044-38-00894-3

INDIANA #003-2804890001

GENERAL MOTORS CORPORATION PERMITS:

WITHIN A STATE, WHERE GM HOLDS DIRECT PAY AUTHORITY:

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30007 VAN DYKE DOCK 17

WARREN MI

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PO BOX 63490, PHOENIX AZ

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48375

VECTOR CANTECH INC

VENDOR NUMBER 11-175-7464

39500 ORCHARD HILL PL STE 550

48090-9065 INVOICE FOR SERVICE, MACHINERY

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

85082-3490

ALTERATION ISSUE DATE

7811

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G. MCEACHERN

PHONE: 586-575-1361

04/23/09

ORDER DATE

This order is not binding unit accepted. Acceptance should be precured on actionalizingment copy which should be refuned to Buyer.

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### **PURCHASE**

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ORDER: TCS27138

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Invoice Attn: Accounts Payable

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|                  |                 |                             |                     |   |  | 0000-10  | KENTUCKY #0000-10 |                                  |         |               |
|------------------|-----------------|-----------------------------|---------------------|---|--|--|-------------------|----------------------------------|---------|---------------|
| PRICE UNIT OF    | BASE UNIT PRICE |                             | TAX CODE / %        | DATE REQUIRED   | RFQ<br>NUMBER  | DESCRIPTION  | NOUN NAME         | ITEM IDENTIFICATION NO. NOUNNAME | ORDERED | SEQUENCE      |
|                  | SMSHIPPING.COM  | REFER TO WWW.GMSHIPPING.COM |                     |   | FREIGHT COLLECT  | FREIGHT  |                   | 2ND DAY OF 2ND MONTH             | 2ND D   | THU           |
|                  |                 | YIA diks                    | E INDICATED         | DESTINATION UNLESS OTHERWISE  | DESTINATION  | F.O.B  |                   |                                  | TERMS   | PAYMENT TERMS |
| PURCHASING AGENT | P               | ALTERATION EFFECTIVE        | tarive.  Conditions | agreement netwern outper arm select and no onet agreement in any way modalying ality is still terms and condition, will be binding upon the flaver unless made in writing and signed by Buret's submixed representation.  If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply. | eller and no orner agreement<br>Ness made in writing and sign<br>oct Number is Shown s | will be binding upon the Buyer unit if Government Contra if Government Contra Attached Hereto Apply. |                   |                                  |         |               |
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| SEQUENCE ORDERED                        | ITEM IDENTIFICATION NO.                           | NOUN NAME                                     | DESCRIPTION       | RFQ<br>NUMBER | DATE REQUIRED | TAX CODE / % |               | BASE UNIT               | PRICE PRICE |
|   |   | KENTUCKY #0000-10                             |                   |               |               |              |               |                         |             |
|   | <del>, , , , , , , , , , , , , , , , , , , </del> | KANSAS #98-0003B                              | 3B (FAIRFAX ONLY) | X ONLY)       |               |              |               |                         |             |
|   |   | LOUISIANA #6009013-008DP (SHREVEPORT          | 9013-008DP        | (SHREVEPOR    | T ONLY)       |              |               |                         | ····        |
|   |   | MARYLAND #20                                  |                   |               |               |              |               |                         |             |
|   |   | MICHIGAN #ME-0900440                          | 900440            |               |               |              |               |                         |             |
| *************************************** |   | MISSISSIPPI #4277 (SPO ONLY)                  | 277 (SPO ON       | TY)           |               |              |               |                         |             |
| *******                                 |   | MISSOURI #11731559                            | 1559              |               |               |              |               |                         |             |
|   |   | NEW JERSEY #NJ9-001-683/000                   | 9-001-683/0       | 00            |               |              |               |                         |             |
|   |   | NEW YORK #DP-003445                           | 03445             |               |               |              |               |                         |             |
|   |   | OHIO #98-000613                               | ω                 |               |               |              |               |                         |             |
| • • • • • • • • • • • • • • • • • • •   |   | OKLAHOMA #137479                              | 79                |               |               |              |               |                         |             |
|   |   | PENNSYLVANIA #02-93450/DP246                  | 02-93450/DP       | 246           |               |              |               |                         |             |
|   |   | TEXAS #1-38-0572515-0                         | 72515-0           |               |               |              |               |                         |             |
|   |   | VIRGINIA #9980000793                          | 000793            |               |               |              |               |                         |             |
|   |   | WISCONSIN #WDP95-01-01012                     | 95-01-01012       |               |               |              |               |                         |             |
|   |   | ***   | * * * * *         | * * * *       | * * * *       | * *          |               |                         |             |
|   |   | ONSTAR CORPORATION PERMIT:                    | TION PERMIT       | ••            |               |              |               |                         |             |
|   |   | MICHIGAN #38-3506814                          | 506814            |               |               |              |               |                         |             |
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|   |   | SATURN CORPORATION PERMITS                    | TION PERMIT       | <br>          |               |              |               |                         |             |
| *******                                 | ¢   | MICHIGAN #38-2577506                          | 577506            |               |               |              |               |                         |             |
| *************************************** |   | TENNESSEE #100315259                          | 315259            |               |               |              |               |                         |             |
|   |   | * * * * * *                                   | * * * * * *       | * * * *       | ***           | *            |               |                         |             |
|   |   | FURTHER, IF THIS ORDER RELATES TO THE CONSTRI | IS ORDER RE       | LATES TO T    | HE CONSTRU    | UCTION       |               |                         |             |
|   |   | CONTRACT FOR REAL PROPERTY, ALL APPLICABLE S1 | EAL PROPERT       | Y, ALL APP    | LICABLE SA    | ALES AND     |               |                         |             |
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48090 WARREN MI FAX 602-797-6053 30009 VAN DYKE GLOBAL PURCHASING GENERAL MOTORS CORPORATION S

VENDOR NUMBER 11-175-7464

39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC NOVI MI

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PAYMENT

TERMS

SHIP TO: GM - NAO TECHNICAL CENTER 30007 VAN DYKE BLDG 2-5 CHEVROLET CENTRAL OFFICE DOCK 17

WARREN MI

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48090-9065

& EQUIP ONLY. QUESTIONS TO: INVOICE FOR SERVICE, MACHINERY CUSTOMER SERVICE 248 874-4636

INVOICE TO:

PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP 85082-3490

On the revisite side hereof are the terms and conditions to which Seiller agrees by acceptance of this or This order. Including the torns and conditions on the face and deveta side intent. Conditions be conditionally agreement the base of the side of the sid This order is not binding until accepted. Acceptance should be executed on acknowledgment copy w ent to Buyer.

PURCHASE

ORDER: TCS27138

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Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel

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| K 63490, PHOENIX AZ  | ORDER DATE                   | PHONE: 586-575-1361 |
| -3490 US   | 04/23/09                     | G. MCEACHERN        |
| recepted. Acceptance should be executed on acknowledgment copy which should be   | AUTERATION ISSUE DATE 7811   | 7811 Buyer          |
| the terms and conditions to which Selfer agrees by acreptance of this order. and conditions on the face and severae side hereof, contains the complete and final   |                              |                     |
| a own in outer agreement a say way monaying any ot sall terms and consitions to make in writing and syned by Shiper's authorised expressionative. It was some series and conditions there is Shown Hereon, additional Terms and Conditions | ALTERATION EFFECTIVE<br>DATE | PURCHASING AGENT    |
| DESTINATION UNLESS OTHERWISE INDICATED   | SHIP VIA                     |                     |

SEQUENCE NET QUANTITY ORDERED 2ND DAY OF 2ND MONTH ITEM IDENTIFICATION NO. NOUNNAME SECTION 6 OF THE GM1638A (08/02), UNLESS THE DISBURSEMENT SERVICES -THE FOLLOWING: ANY QUESTIONS ON THE ABOVE SHOULD BE DIRECTED TO PAY PERMIT. DIRECTLY TO THE STATE OF TEXAS UNDER THE DIRECT THE SEPARATED COSTS OF MATERIAL OR LABOR. IN ADDITION, THE CONTRACTOR SHOULD NOT BILL GM IN THE COST OF INCORPORATED MATERIALS OR EQUIPMENT. CONTRACTS AND AS SUCH SHOULD NOT INCLUDE SALES TAX CONTRACTOR SHOULD ISSUE ALL CONTRACTS AS SEPARATED CONSTRUCTION CONTRACT FOR REAL PROPERTY, THE REFERENCE TO TEXAS: IF THE ORDER RELATES TO A OTHERWISE SPECIFICALLY OUTLINED IN THE CONTRACT. WITH RESPONSIBILITY FOR PAYMENT OF SALES & USE TAXES ARE SECTION 3.9 AND SECTION R3.2 OF THE GM1638 (05/05) OR IN THE CONTRACTOR'S BID AS REQUIRED PURSUANT TO ACCRUE AND REMIT THE APPROPRIATE SALES TAX (WITH THE EXCEPTION OF TEXAS), AND SHOULD BE INCLUDED (1) EXCLUDING ALL TELECOMMUNICATIONS SERVICES, \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* (GENERAL MOTORS CORPORATION ONLY) FOR SALES TAX ON \*\*\*\*\* PHONE: CUSTOMER COMMUNICATION CENTER (248) 874-4636 DESCRIPTION FREIGHT COLLECT RFQ NUMBER DATE REQUIRED GM WILL TAX CODE / % REFER TO WWW.GMSHIPPING.COM BASE UNIT PRICE MULTIPLE MEASURE

VENDOR NUMBER 11-175-7464

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48090

39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC IM IAON

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SEQUENCE

PAYMENT

NET.

2ND DAY OF 2ND MONTH

FREIGHT COLLECT

REFER TO

WWW.GMSHIPPING.COM

SHIP VIA

GM - NAO TECHNICAL CENTER 48090-9065 BLDG 2-5 DOCK 17 CHEVROLET CENTRAL OFFICE WARREN MI 30007 VAN DYKE

SHIP TO:

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

INVOICE FOR SERVICE, MACHINERY

On the reverse side hereof are the terms and conditions to which Saller agrees by acceptance of this order. This order including the terms and conditions on the face and everses ide hereof, constant the conditions and final agreement in any away modifying any of said terms and conditions will be binding upon the fluore unders made in waiting and signed by fluore's authorized representative.

If Covertment Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply. This order is not binding until accepted. Acceptance should be executed an acknowledgment copy which should be

85082-3490

ALTERATION ISSUE DATE 04/23/09 ORDER DATE 7811 G. MCEACHERN PHONE: 586-575-1361 Buyer

DESTINATION UNLESS OTHERWISE INDICATED ALTERATION EFFECTIVE PURCHASING AGENT

QUANTITY ORDERED ITEM IDENTIFICATION NO. WHICH HAS BEEN RECEIVED BY SELLER), AS WELL AS THE AND NECESSARY OUT-OF-POCKET TRAVEL COSTS IN STATED IN THIS CONTRACT WITHOUT BUYER'S WRITTEN BUT SUCH PAYMENTS MAY NOT EXCEED THE PRICE ESTIMATE NOUN NAME COST OF ANY APPROVED SUBCONTRACTED SERVICES. ACCORDANCE WITH BUYER'S TRAVEL GUIDELINES (A COPY OF APPROVAL. SELLER WILL BE PAID AS SET FORTH IN THIS CONTRACT, MACHINERY, EQUIPMENT AND MATERIALS. RESOURCES TO PROVIDE THE SERVICES, INCLUDING, WITHOUT SELLER WILL ENSURE THAT IT HAS ALL NECESSARY STANDARDS FOR THE PERFORMANCE OF SUCH SERVICES. QUALITY, CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY BY COMPETENT PERSONNEL, AND WILL BE OF PROFESSIONAL REFERENCE ("SERVICES"). SELLER AND IS INCORPORATED INTO THIS CONTRACT BY ACCORDANCE WITH THE TERMS OF THIS CONTRACT AND THE SELLER AGREES TO PROVIDE SERVICES TO BUYER IN DIRECTLY TO THE SUPPLIER OF THESE ITEMS. HOTELS, AND MEAL PURCHASES. STATEMENT OF REQUIREMENTS, WHICH HAS BEEN PROVIDED TO LIMITATION, PROPERLY TRAINED AND LICENSED PERSONNEL, PAYMENT FOR SERVICES; EXPENSES 1. PROVISION OF SERVICES; STANDARD OF WORKMANSHIP ADDITIONAL PROVISIONS FOR NON-TECHNICAL SERVICES BUYER WILL ALSO REIMBURSE ANY REASONABLE DESCRIPTION SERVICES WILL BE PERFORMED RFQ NUMBER TAX IS TO BE PAID DATE REQUIRED TAX CODE / % BASE UNIT PRICE MULTIPLE MEASURE

PURCHASE

ORDER: TCS27138

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FAX 602-797-6053 GENERAL MOTORS CORPORATION 48090 WARREN MI 30009 VAN DYKE GLOBAL PURCHASING S

VENDOR NUMBER 11-175-7464

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GM - NAO TECHNICAL CENTER WARREN MI 30007 VAN DYKE BLDG 2-5 DOCK 17 CHEVROLET CENTRAL OFFICE

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INVOICE TO: MAIL INVOICE: GM FSS ABP & EQUIP ONLY. QUESTIONS TO: INVOICE FOR SERVICE, MACHINERY PO BOX 63490, PHOENIX AZ CUSTOMER SERVICE 248 874-4636

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| ANY COPYRIGHT COVERING SUCH MATERIALS, IF REGISTERED, SHALL BE REGISTERED IN THE NAME OF BUYER. BUYER SHALL BE REGISTERED IN THE NAME OF BUYER. BUYER SHALL HAVE THE RIGHT TO MAKE USE OF THE DELIVERABLES AS IT SHALL DETERMINE, WITHOUT PAYMENT OF ANY COMPENSATION TO SELLER OTHER THAN AS PROVIDED IN THIS CONTRACT.  TO THE EXTENT THAT ANY PREEXISTING MATERIALS OF SELLER OR ANY SUBCONTRACTOR OF SELLER ARE CONTAINED IN THE DELIVERABLES, SELLER GRANTS TO BUYER AN IRREVOCABLE, WORLDWIDE, ROYALTY-FREE LICENSE TO SUCH PREEXISTING MATERIALS. TO THE EXTENT THAT SELLER OF UNCLUDING, WITHOUT LIMITATION, ANY HARDWARE OR SOFTWARE OF SELLER OR A SUBCONTRACTOR OR ANY PROPRIETARY OR CONFIDENTIAL INFORMATION OF SELLER OR SUBCONTRACTOR OR ANY TRADE SECRETS OF SELLER OR A SUBCONTRACTOR, IN PERFORMING SERVICES UNDER THIS CONTRACT, SUCH PROPERTY REMAINS THE PROPERTY OF SELLER OR A SUBCONTRACTOR AND, EXCEPT FOR THE LICENSE GRANTED TO BUYER IN THE PRECEDING SENTENCE, BUYER WILL ACQUIRE NO INTEREST OR RIGHT IN SUCH PROPERTY.  SELLER REPRESENTS AND WARRANTS THAT IT HAS ALL NECESSARY RIGHTS TO GRANT BUYER THE RIGHTS TO THE DELIVERABLES AS SET FORTH ABOVE, WITHOUT VIOLATING DELIVERABLES AS SET FORTH ABOVE, WITHOUT VIOLATING | NOUN NAME DESCRIPTION RFQ DATE REQUIRED TAX CODE / % |
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VECTOR CANTECH INC VENDOR NUMBER 11-175-7464

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|                     |                              | On the reverse side hereof are the rerms and conditions to which Selbs agrees by acceptance of this order. This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final  |
| <b>7811</b> Buyer   | ALTERATION ISSUE DATE 7811   | This order is not binding until accepted. Acceptance should be exocuted on acknowledgment copy which should be returned to Buver.   |
| G. MCEACHERN        | 04/23/09                     | 85082-3490 US   |
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| OR INFRINGING UPON ANY THIRD PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS. THE SELLER WILL OBTAIN ALL NECESSARY EMPLOYEE OR THIRD-PARTY AGREEMENTS TO ENSURE IT HAS SUCH RIGHTS, INCLUDING, WITHOUT LIMITATION, ANY MORAL RIGHTS.  SELLER AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY BUYER, ITS SUCCESSORS AND CUSTOMERS AGAINST ANY CLAIMS OF INFRINGEMENT (INCLUDING PATENT, TRADEMARK, COPYRIGHT, INDUSTRIAL DESIGN RIGHT, OR OTHER PROPRIETARY RIGHT, OR MISAPPROPRIATION OF TRADEMARK, COPYRIGHT AND RESULTING DAMAGES AND EXPENSES (INCLUDING ATTORNEY'S AND OTHER PROPESSIONAL FEES) ARRISING IN ANY WAY IN RELATION TO THE SERVICES OR THE DELIVERABLES. SELLER EXPRESSLY WAIVES ANY CLAIM AGAINST BUYER THAT SUCH INFRINGEMENT AROSE OUT OF COMPLIANCE WITH BUYER'S SPECIFICATION.  FOR PURPOSE OF THIS SECTION 4, BUYER'S INFORMATION (COMPLIANCE MITH HAVE BEEN FURNISHED TO SELLER BY BUYER, OR HAS BEEN DEVELOPED BY SELLER IN CONNECTION "PERSONALLY IDENTIFIABLE DATA," AS DEFINED IN SECTION 11. BUYER IS WILLING TO DISCLOSE BUYER'S INFORMATION  | NOUN NAME               |                             |
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39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC NOVI MI VENDOR NUMBER 11-175-7464

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& EQUIP ONLY. QUESTIONS TO: GM - NAO TECHNICAL CENTER 48090-9065 BLDG 2-5 CHEVROLET CENTRAL OFFICE INVOICE FOR SERVICE, MACHINERY WARREN MI 30007 VAN DYKE DOCK 17 덩

PO BOX 63490, PHOENIX AZ 85082-3490

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INVOICE TO: MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

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On the review is did heard are the term, and conditions to which Sellar rigness by acceptance of this order. Including the terms and conditions on the face and revertex side landed, consists the complete and final superment thereivers larger and is offer and no order agreement in any way modifying any of said terms and conditions will be finding upon the Buyer uniter, made in writing and signed by Buyer's authorized representance. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

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| PURCHASING AGENT    | ALTERATION EFFECTIVE  |
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| <b>7811</b> Buyer   | ALTERATION ISSUE DATE |
| G. MCEACHERN        | 04/23/09              |
| PHONE: 586-575-1361 | ORDER DATE            |

ZEC QUANTITY 2ND DAY OF 2ND MONTH ITEM IDENTIFICATION NO. NOUNNAME BUYER'S INFORMATION IS BEING DISCLOSED TO SELLER FOR SELLER SHALL NOTIFY BUYER AS SOON AS REASONABLY STORAGE. AND SECURED, ENSURING IT IS SAFE FROM UNAUTHORIZED AND ELECTRONIC SECURITY OF BUYER'S INFORMATION SUCH SELLER SHALL PROVIDE FOR THE PHYSICAL, MANAGERIAL OTHER PERSON CONSENTED TO BY BUYER, TO WHOM BUYER'S WRITTEN AGREEMENT OF BUYER. ANYONE, OTHER THAN TO THOSE EMPLOYEES WHO HAVE A OR OTHERWISE MAKE AVAILABLE BUYER'S INFORMATION TO SELLER AGREES THAT IT WILL NOT DISCLOSE, DISSEMINATE INFORMATION FOR ANY OTHER PURPOSE. IN ADDITION, SERVICES, AND AGREES THAT IT WILL NOT USE BUYER'S ITS CONFIDENTIALITY. ONLY WITH THE UNDERSTANDING THAT SELLER WILL MAINTAIN SELLER BECOMES AWARE OF SUCH BREACH. THIS SECTION 4 AND IN SECTION 11. CONTAINING OBLIGATIONS SIMILAR TO THOSE CONTAINED IN OBLIGATIONS UNDER THIS CONTRACT, WITHOUT THE PRIOR NEED TO KNOW IN ORDER FOR SELLER TO FULFILL ITS THE SOLE PURPOSE OF PERMITTING SELLER TO PERFORM THE PRACTICABLE, BUT NOT LATER THAN 24 HOURS AFTER THE ACCESS OR USE DURING UTILIZATION, TRANSMISSION AND THAT THE BUYER'S INFORMATION IS REASONABLY MAINTAINED INFORMATION IS MADE AVAILABLE SHALL SIGN AN AGREEMENT SHOULD ANY UNAUTHORIZED BREACH OCCUR, DESCRIPTION FREIGHT COLLECT SELLER ACKNOWLEDGES THAT RFQ NUMBER SELLER'S EMPLOYEES, ANY DATE REQUIRED TAX CODE /% REFER TO WWW.GMSHIPPING.COM BASE UNIT PRICE PRICE UNIT OF MULTIPLE MEASURE

GENERAL MOTORS CORPORATION

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GM - NAO TECHNICAL CENTER

CHEVROLET CENTRAL OFFICE

DOCK 17

30009 VAN DYKE GLOBAL PURCHASING

FAX 602-797-6053

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48375 NOVI MI VECTOR CANTECH INC

VENDOR NUMBER 11-175-7464

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& EQUIP ONLY. QUESTIONS TO:

CUSTOMER SERVICE 248 874-4636

INVOICE FOR SERVICE, MACHINERY

48090-9065 WARREN MI 30007 VAN DYKE BLDG 2-5

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MAIL INVOICE: GM FSS ABP

WARREN MI

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| 7811 Buyer          | ALTERATION ISSUE DATE 7811   | This arder is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  |
| G. MCEACHERN        | 04/23/09                     | 85082-3490 US  |
| PHONE: 586-575-1361 | ORDER DATE                   | PO BOX 63490, PHOENIX AZ   |
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QUANTITY ITEM IDENTIFICATION NO. BUYER'S INFORMATION IN THE COURSE OF PERFORMING THIS IN ADDITION, SELLER RECOGNIZES THAT ITS CLOSE PREVENT THE UNAUTHORIZED DISCLOSURE OF ANY BUYER'S AVAILABLE INFORMATION ABOUT BUYER FROM AN INSIDER'S CONTRACT MAY ENABLE SELLER TO EVALUATE PUBLICLY PROTECTIVE ORDER. TIME FOR BUYER TO SEEK A PROTECTIVE ORDER FROM THE IN THE EVENT SELLER IS REQUIRED TO DISCLOSE BUYER'S DISCLOSURE. AS IS OCCASIONED BY SUCH UNAUTHORIZED USE OR INFORMATION, AS WELL AS SUCH DAMAGES OR OTHER RELIEF CONCERNING THE SUBJECT MATTER OF THIS CONTRACT ANYONE PUBLISH, ANYTHING WHATSOEVER ABOUT BUYER PERSPECTIVE AND THAT BUYER'S PROPRIETARY INFORMATION ASSOCIATION WITH BUYER'S PERSONNEL AND ACCESS TO EXTENT REQUIRED BY LAW, SUBJECT TO ANY APPLICABLE SELLER MAY DISCLOSE BUYER'S INFORMATION TO THE APPROPRIATE COURT OR GOVERNMENT AGENCY. SHALL PROMPTLY NOTIFY BUYER AND ALLOW A REASONABLE PROCEEDING OR GOVERNMENT INVESTIGATION, THEN SELLER INFORMATION IN CONNECTION WITH ANY JUDICIAL THEREFORE, SELLER AGREES NOT TO PUBLISH, OR HELP WOULD BE REVEALED IF SUCH EVALUATIONS WERE PUBLISHED NOUN NAME DESCRIPTION RFQ NUMBER DATE REQUIRED THEREAFTER, TAX CODE / % BASE UNIT PRICE MULTIPLE MEASURE

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INVOICE FOR SERVICE, MACHINERY

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|                     | ACTERATION EFFECTIVE       | will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.   |
|                     |                            | On the reverse side hereof are the terms and conditions to which Sellov agrees by acceptance of this order.  This order, including the terms and conditions on the face and reverses side hereof, contains the complete and final acceptant behavior in turns and conditions on the face and reverses the hereof, contains the complete and final acceptant behavior in turns. |
| 7811 Buyer          | ALTERATION ISSUE DATE 7811 | This order is not binding until accepted. Acceptance should be executed an acknowledgment copy which should be returned to Buyer.  |
| G. MCEACHERN        | 04/23/09                   | 85082-3490 US  |
| PHONE: 586-575-1361 | ORDER DATE                 | PO BOX 63490, PHOENIX AZ   |
|                     |                            | MAIL INVOICE: GM FSS ABP   |

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39500 ORCHARD HILL PL STE 550

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AND CONDITIONS. SUCH CHANGES. ANY DIFFERENCE IN PRICE OR TIME FOR REQUIREMENTS, AND SELLER AGREES TO PROMPTLY EFFECT IN ACCORDANCE WITH PARAGRAPH 31 OF THE GENERAL TERMS EQUITABLY ADJUSTED BY BUYER AFTER RECEIPT OF PERFORMANCE RESULTING FROM SUCH CHANGES SHALL BE TO TIME, TO DIRECT CHANGES TO THE STATEMENT OF BUYER RESERVES THE RIGHT, AT ANY TIME AND FROM TIME DIRECT. DOCUMENTATION IN SUCH FORM AND DETAIL AS BUYER MAY ANY CHANGES TO THIS CONTRACT SHALL BE MADE

INFORMATION GATHERING PRACTICES

BE IN COMPLIANCE WITH ALL APPLICABLE LAWS AND, IN ACQUISITION OF INFORMATION ON BEHALF OF BUYER SHALL AND CONDITIONS, SELLER HEREBY AGREES THAT ITS WITHOUT LIMITING PARAGRAPH 25 OF THE GENERAL TERMS FOR EMPLOYEE CONDUCT: ETHICAL PRINCIPLE EXCERPTED FROM THE GM GUIDELINES ADDITION, SHALL BE IN COMPLIANCE WITH THE FOLLOWING

AND WHAT COMPETITIVE INFORMATION MAY BE OBTAINED. "THERE ARE, HOWEVER, IMPORTANT LIMITATIONS ON HOW

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<u>VENDOR NUMBER 11-175-7464</u>

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39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC IM IAON

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48375

PAYMENT

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GM - NAO TECHNICAL CENTER 48090-9065 30007 VAN DYKE BLDG 2-5 CHEVROLET CENTRAL OFFICE WARREN MI DOCK 17 S

SHIP TO:

INVOICE TO: & EQUIP ONLY. QUESTIONS To: MAIL INVOICE: GM FSS ABP PO BOX 63490, PHOENIX AZ CUSTOMER SERVICE 248 874-4636

INVOICE FOR SERVICE, MACHINERY

85082-3490 g

On the revisite side hereof are the terms and conditions to which Sellar agrees by acceptance of this order. This order, including the norms and conditions on the face and severes the hereof, contains the complains an appearent between Fayer and Sellar and no other appearents have any avail of sellar and conditions and conditions will be indeed to the property of If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply. This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which sheed to Buyer.

## PURCHASE

PAGE

16

ORDER: TCS27138

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and

Post. Invoices, Invoice Attn: Accounts Payable Do not Declare Valuation of Express Shipments or Insure Parcel

| THE CHART OF FOR THE  |                       |  |
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| K 63490, PHOENIX AZ   | ORDER DATE            | PHONE: 586-575-1361  |
| -3490 US  | 04/23/09              | G. MCEACHERN   |
| reptance should be executed on acknowle   | ALTERATION ISSUE DATE | 7811 Buyer   |
| the terms and conditions to which Sellat agrees by acceptance of this order.  and conditions on the face and reverse side hereof, contains the complate and final |                       | The state of the s |
| and no diser agreement in any way injudying any or said terms and conditions a made in writing and signed by Buyer's authorized representative.                   | ALTERATION EFFECTIVE  |  |
| Number is Shown Hereon, additional Terms and Conditions   | DAIC                  | PURCHASING AGENT   |
| DESTINATION UNLESS OTHERWISE INDICATED  | SHIP VIA              |  |

| PAYMENI JERMS                         | TOUR ORDERNATION UNCESS OTHERWISE INDICATED  | SHIP VIA                    |               |
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| ORDERED                               | NO IMPROPER MEANS MAY BE USED TO ACQUIRE CONFIDENTIAL OR PROPRIETY INFORMATION FROM AN COMPETITOR, SUPPLIER OR CUSTOMER. IMPROPER MEANS WOULD INCLUDE ANY FORM OF INDUSTRIAL ESPIONAGE, THE PAYMENT OF MONEY OR GIVING OF FAVOR OR CONSIDERATION, OR THE HIRING OF A COMPETITOR'S EMPLOYEES: TO OBTAIN CONFIDENTIAL INFORMATION. INFORMATION WHICH MAY NOT BE SO WOULD INCLUDE DATA ON A COMPETITOR'S UNANNOUN NEW PRODUCTS OR CONFIDENTIAL DATA RELATING TO COSTS, PRICES OR PROFITS."  7. RIGHT TO AUDIT  BUYER, AT ITS EXPENSE, HAS THE RIGHT TO ENTER OR SELLER'S PREMISES TO REVIEW AND/OR AUDIT THE APPROPRIATE RECORDS, INCLUDING THE ADMINISTRATION OF SELLER, TO SUBSTANTIATE THE CHARGE INVOICED UNDER THIS CONTRACT. SELLER WILL PRESE ALL PERTINENT DOCUMENTS FOR A PERIOD OF TWO YEARS AFTER FINAL PAYMENT, OR SUCH LONGER PERIOD SUCH SPECIFIES IN THIS CONTRACT. SELLER FURTH |                             |               |
|                                       | AUDIT(S) AND AGREES THAT SUCH AUDIT MAY BE USED AS A   |                             |               |
| -                                     |  | _                           |               |

VECTOR CANTECH INC VENDOR NUMBER 11-175-7464 48090

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WARREN MI

39500 ORCHARD HILL PL STE 550 48375 NOVI MI

. TO:

GM - NAO TECHNICAL CENTER 48090-9065 BLDG 2-5 CHEVROLET CENTRAL OFFICE 30007 VAN DYKE WARREN MI DOCK 17 ដូន

SHIP TO:

& EQUIP ONLY. QUESTIONS TO: INVOICE FOR SERVICE, MACHINERY PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

INVOICE TO:

85082-3490 SD

Invoice Attn: Accounts Payable Do not Declare Valuation of Express Shipments or Insure Parcel This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment,
Item Identification Number(s) must be shown on Packing Slips and Invoices, ORDER: TCS27138

PURCHASE

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| PURCHASING AGENT   | ALTERATION EFFECTIVE<br>DATE | The Modern spot the great wheel and is hould district in ally day mounting the 3-sections and common which before spot the section and the section of the se |
| The second secon |                              | On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.  This order, including the turns and conditions on the face and reverse side hereof, contains the complete and final acceptance for the contract of the contract o |
| 7811 Buyer   | ALTERATION ISSUE DATE 7811   | This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.  |
| G. MCEACHERN   | 04/23/09                     | 85082-3490 US  |
| PHONE: 586-575-1361  | ORDER DATE                   | PO BOX 63490, PHOENIX AZ   |
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| PAYMENT TERMS                 | •                       | F.O.B DESTINATION UNLESS OTHERWISE INDICATED   | AIA SIHS                    |         |
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|                               | e                       | REGARDING PAYMENTS UNDER THIS CONTRACT. WHERE UTILIZES THE SERVICES OF THIRD PARTIES, SELLER INCLUDE IN ITS CONTRACTS WITH SUCH THIRD PARTIE SELLER "RIGHT TO AUDIT" CLAUSE WITH TERMS AND CONDITIC SIMILAR TO THOSE SET OUT IN THIS SECTION 7.  8. SELLER'S PERSONNEL  WHEN, IN THE PERFORMANCE OF THIS CONTRACT, SELL PERSONNEL ARE TO BE LOCATED AT BUYER'S SITE, SE WILL FURNISH A COMPLETE LIST OF ALL PERSONNEL TLOCATED AT THE BUYER'S SITE AND SELLER SHALL BE RESPONSIBLE FOR ALL ACTIONS OF ITS PERSONNEL TAGREES TO COMPLY WITH ALL REGULATIONS AND POLICE BUYER'S SITE, AND BUYER RESERVES THE RIGHT TO BE EMPLOYEES, REPRESENTATIVES OR AGENTS OF SELLER BUYER'S SITE FOR FAILURE TO OBSERVE SUCH REGULA AND POLICIES. SELLER'S PERSONNEL SHALL IN NO E BE CONSIDERED EMPLOYEES OF BUYER; SELLER WILL RESPONSIBLE FOR ALL WAGES, TAXES, BENEFITS, PAY   |                             |         |
|                               |                         | •  |                             |         |
|                               | •                       | The second secon |                             | -       |

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EXCLUSIVE SERVICES

48090 30009 VAN DYKE GLOBAL PURCHASING VENDOR NUMBER 11-175-7464 WARREN MI FAX 602-797-6053 g

39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC NOVI MI

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PAYMENT

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EQUIP ONLY. QUESTIONS TO: GM - NAO TECHNICAL CENTER 48090-9065 BLDG 2-5 CHEVROLET CENTRAL OFFICE WARREN MI 30007 VAN DYKE DOCK 17 SD

INVOICE TO: MAIL INVOICE: GM FSS ABP PO BOX 63490, PHOENIX AZ CUSTOMER SERVICE 248 874-4636

SHIP TO:

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This order is not blading until accepted. Acceptance should be executed on acknowledgment or estured to Buyer.

On his reverse side heard have the terms and conditions to which Sellar agrees by acceptance of this order including the logins and conditions on the face and reverse side hereof, contains the agreement between Buyer and Seller and on other agreement in any way modifying any of said ments will be bloding upon the Buyer underst made in writing and signed by Buyer's authorized inpresentation. If Covernment Contract Number is Shown Hereon, additional Terms and CAttached Hereto Apply.

DESTINATION UNLESS OTHERWISE

### PURCHASE

PAGE 18

ORDER: TCS27138

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and

Invoice Attn: Accounts Payable Do not Declare Valuation of Express Shipments or Insure Parcel Post.

|  | ORDER DATE            | PHONE: 586-575-1361 |
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|  | 04/23/09              | G. MCEACHERN        |
| copy which should be                     | ALTERATION ISSUE DATE | 7811 Buyer          |
| of this order.                           |                       |                     |
| ns and conditions<br>five.<br>Conditions | ALTERATION EFFECTIVE  |                     |
| Conditions                               | OA12                  | PURCHASING AGENT    |
| INDICATED                                | SHIP VIA              |                     |

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| NOT, FOR A PERIOD OF TWELVE (12) MONTHS FOLLOWING COMPLETION OF THE SERVICES, ASSIGN THOSE PERSONS WHO DIRECTLY AND SUBSTANTIVELY PERFORMED SERVICES FOR BUYER UNDER THIS CONTRACT AND HAD ACCESS TO BUYER'S INFORMATION (SECTION 4) TO PERFORM SIMILAR SERVICES FOR BUYER. THIS CLAUSE IS SUBJECT TO ANY LIMITATIONS SUYER. THIS CLAUSE IS SUBJECT TO ANY LIMITATIONS IMPOSED BY LOCAL LAW.  10. MALICIOUS SOFTWARE  11. MALICIOUS SOFTWARE  SELLER SPECIFICALLY WARRANTS AND AGREES THAT SELLER WILL NOT INTRODUCE MALICIOUS SOFTWARE INTO BUYER'S EQUIPMENT, DATABASE(S) OR NETWORK(S). IN THE EVENT THAT SELLER DOES INTRODUCE MALLICIOUS SOFTWARE, SELLER MALICIOUS SOFTWARE FROM ALL INFECTED EQUIPMENT, DATABASE(S) AND WILL RESTORE SUCH EQUIPMENT, DATABASE(S) AND NETWORK(S) TO THEIR ORIGINAL STATE.  11. SELLER'S HANDLING OF PERSONALLY IDENTIFIABLE DATA BUYER HAS PRIVACY STATEMENTS ("PRIVACY STATEMENTS")   | SELLER AGREES THAT, AT BUYER'S | NOUN NAME               |                             |
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| TO FOR A PERIOD OF THESE SERVICES, ASSIGN THOSE PERSONS WELTTION OF THE SERVICES, ASSIGN THOSE PERSONS WE THE AND SUBSTANTIVELY PERFORMED SERVICES FOR YER UNDER THIS CONTRACT AND HAD ACCESS TO BUYER; FORMATION (SECTION 4) TO PERFORM SIMILAR SERVICE, R A COMPETITOR IN THE SAME LINE OF BUSINESS AS YER. THIS CLAUSE IS SUBJECT TO ANY LIMITATIONS POSED BY LOCAL LAW.  10. MALICIOUS SOFTWARE  110. MALICIOUS SOFTWARE  111. MALICIOUS SOFTWARE  112. LATABASE(S) OR NETWORK(S). IN THE EVEN'AT SELLER DOES INTRODUCE MALICIOUS SOFTWARE INTO BUYER'S CUIPMENT, DATABASE(S) OR NETWORK(S). IN THE EVEN'ABASE(S) AND NETWORK(S) AND WILL RESTORE SUCH LICIOUS SOFTWARE FROM ALL INFECTED EQUIPMENT, PABASE(S) AND NETWORK(S) TO THEIR GINAL STATE.  1. SELLER'S HANDLING OF PERSONALLY IDENTIFIABLE DIVER HAS PRIVACY STATEMENTS ("PRIVACY STATEMENTS"  | REQUEST OR AS P                | DATE REQUIRED           |                             |
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SHIP TO:

**PURCHASE** 

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ORDER: TCS27138

WARREN MI

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VECTOR CANTECH INC 39500 ORCHARD HILL PL STE 550 IM IAON

VENDOR NUMBER 11-175-7464

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PAYMENT

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2ND

DAY OF 2ND MONTH

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DESTINATION UNLESS OTHERWISE INDICATED

REFER TO WWW.GMSHIPPING.COM

SHIP VIA

PURCHASING AGENT

Buyer

GM - NAO TECHNICAL CENTER 48090-9065 WARREN MI 30007 VAN DYKE BLDG 2-5 CHEVROLET CENTRAL OFFICE DOCK 17 SD

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be telurned to 8 uyer. 85082-3490 S

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP INVOICE FOR SERVICE, MACHINERY CUSTOMER SERVICE 248 874-4636

On the revers side henced are the terms and conditions to which Seiler agrees by acceptance of this order. This order, including the terms and conditions on the face and reverse side becord. Consider the combilete and final agreement between five and one side year of one chargement in any way modifying any of said terms and conditions will be bioding upon the flore understander in writing and signed by florer's authorized representation.

If Covernment Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply. ALTERATION EFFECTIVE DATE ALTERATION ISSUE DATE Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and 04/23/09 Invoices. ORDER DATE 7811 G. MCEACHERN PHONE: 586-575-1361

| SEQUENCE                        | QUANTITY<br>ORDERED                     | ITEM IDENTIFICATION NO.  | NOUN NAME DESCRIPTION NUMBER DATE REQUIRED TAX CODE / %  | BASE UNIT PRICE | PRICE UN                                | UNIT OF |
|---------------------------------|---|--|--|-----------------|---|---------|
|                                 |   |  | •  |                 |   |         |
|                                 |   |  | BUYER HANDLES THEIR "PERSONALLY IDENTIFIABLE DATA," THAT IS, ANY INDIVIDUALLY IDENTIFIABLE DATA FROM OR  |                 |   |         |
|                                 |   |  | ABOUT A PERSON OR DATA WHICH, WHEN ASSOCIATED WITH OTHER DATA IN THE HANDS OF OR AVAILABLE TO SELLER,  |                 |   |         |
|                                 |   |  | ALLOWS FOR EITHER IDENTIFICATION OF AN INDIVIDUAL OR   |                 |   |         |
| ************                    |   |  | FOR AN INCREASE IN DATA ABOUT AN IDENTIFIED OR IDENTIFIABLE INDIVIDUAL. PERSONALLY IDENTIFIABLE  |                 |   |         |
|                                 |   |  | DATA SHALL INCLUDE, BUT NOT BE LIMITED TO:   |                 |   |         |
|                                 |   |  | A) FIRST AND LAST NAME; (B) A HOME ADDRESS OR  |                 |   |         |
|                                 |   |  | OTHER PHYSICAL ADDRESS, INCLUDING STREET NAME AND NAME OF CITY OR TOWN; (C) AN EMAIL ADDRESS OR OTHER  |                 |   |         |
|                                 |   |  |  |                 |   |         |
|                                 |   |  | USER IDENTIFIER); (D) A TELEPHONE NUMBER; (E) A  |                 |   |         |
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|                                 |   |  | OTHER DATA THAT IS COMPINED WITH ANY OF THE ABOVE  |                 | *****                                   |         |
|                                 |   |  | The state of the s |                 |   |         |
|                                 |   |  | SELLER SHALL TREAT THE PERSONALLY IDENTIFIABLE DATA AS BUYER'S INFORMATION UNDER SECTION 4.  |                 | *************************************** |         |
| ******************************* |   |  | IN ADDITION, SELLER RECOGNIZES THAT BUYER'S DRIVACY STATEMENTS. AS WELL AS CERTAIN LAWS  |                 |   |         |
|                                 |   |  | WHICH MAY BE APPLICABLE, ALLOW DATA SUBJECTS THE   |                 |   |         |
|                                 |   |  | RIGHT TO ACCESS, CORRECT OR HAVE DELETED CERTAIN   |                 | *************************************** |         |
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48090 FAX 602-797-6053 GLOBAL PURCHASING GENERAL MOTORS CORPORATION WARREN MI 30009 VAN DYKE S

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

. O 39500 ORCHARD HILL PL STE 550 NOVI MI 48375

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OF 2ND MONTH

GM - NAO TECHNICAL CENTER DOCK 17 S

SHIP TO:

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: PO BOX 63490, PHOENIX AZ MAIL INVOICE: GM FSS ABP CUSTOMER SERVICE 248 874-4636

INVOICE FOR SERVICE, MACHINERY 48090-9065 30007 VAN DYKE BLDG 2-5 CHEVROLET CENTRAL OFFICE WARREN MI

85082-3490 SD

DESTINATION UNLESS OTHERWISE

REFER TO WWW.GMSHIPPING.COM

FREIGHT COLLECT

PURCHASE

PAGE 20

ORDER: TCS27138

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and

invoices.

Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel
Post.

|                     | SHIP VIA                     | F.O.B DESTINATION UNLESS OTHERWISE INDICATED  |
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| <b>7811</b> Buyer   | ALTERATION ISSUE DATE 7811   | This order is not binding until accepted. Acceptance should be executed on scknowledgment copy which should be returned to Buyer.   |
| G. MCEACHERN        | 04/23/09                     | 85082-3490 US   |
| PHONE: 586-575-1361 | ORDER DATE                   | PO BOX 63490, PHOENIX AZ  |
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|  | BASE UNIT PRICE  |
|  | MULTIPLE   |
|  | MEASURE  |

21

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC 39500 ORCHARD HILL PL STE 550 NOVI MI

<u>.</u>

GM - NAO TECHNICAL CENTER CHEVROLET CENTRAL OFFICE BLDG 2-5 DOCK 17

**PURCHASE** 

PAGE

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SHIP TO:

30007 VAN DYKE WARREN MI

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: MAIL INVOICE: GM FSS ABP PO BOX 63490, PHOENIX AZ CUSTOMER SERVICE 248 874-4636

INVOICE FOR SERVICE, MACHINERY 48090-9065

This adde is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be tellured to Buyer.

On the revises side hearof are the terms and conditions to which Selius agrees by acceptance of this order. This order, including the turns and conditions on the face and reverse side heroof, contains the complete and final agreement to any early modifying any of said terms and conditions will be binding upon the Buyer and Seles and no onbite agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized apprendance.

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This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel invoices. ORDER: TCS27138

| ALTERATION ISSUE DATE | 04/23/09     | ORDER DATE          |  |
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| 7811 Buyer            | G. MCEACHERN | PHONE: 586-575-1361 |  |

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| PURCHASING AGENT    |                                       |   |
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|                     | -                                     | _ |
| 7811 Buyer          | ALTERATION ISSUE DAYE                 | ő |
| G. MCEACHERN        | 04/23/09                              |   |
| PHONE: 586-575-1361 | ORDER DATE                            |   |

|   | SEQUENCE                | LEN                         | PAYMENT                      |
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|   | QUANTITY<br>ORDERED     | 2ND                         | TERMS                        |
|   | ITEM IDENTIFICATION NO. | DAY OF 2ND MONTH            |                              |
| 12. DELETED GENERAL TERMS AND CONDITIONS PARAGRAP.  PARAGRAPHS 2,3,4,5,7,9,10,14,15,18,20 AND 22 OF BUYER'S GENERAL TERMS AND CONDITIONS ARE DELETED.  (7X) 10-24-02  TERMS AND CONDITIONS SEPTEMBER 2004, APPLY OF WHICH SUPPLIER HAS RECEIVED A COPY. | NOUN NAME               |                             |                              |
| GENERAL TERMS AND CONDITIONS PARAGRAPHS 2,3,4,5,7,9,10,14,15,18,20 AND 22 OF ERAL TERMS AND CONDITIONS ARE DELETED02  ONDITIONS SEPTEMBER 2004, APPLY PPLIER HAS RECEIVED A COPY.   | DESCRIPTION             | FREIGHT COI                 | F.O.8 DE                     |
| AND CONDIT. ,14,15,18,2 CONDITIONS EMBER 2004, EIVED A COP  | RFQ<br>NUMBER DA        | COLLECT                     | DESTINATION UNLESS OTHERWISE |
| IONS PARAGE.  0 AND 22 OF ARE DELETE:  APPLY Y.   | DATE REQUIRED           |                             |                              |
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|   | BASE UNIT PRICE         | REFER TO WWW.GMSHIPPING.COM |                              |
|   | PRICE                   | 124                         |                              |
|   | UNIT OF<br>MEASURE      |                             |                              |



### Quotation 15052420 04/03/2009

Suite 550 39500 Orchard Hill Place Novi, MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

Mike Rosati
Senior Project Engineer
Bldg. C Cube 1C28
General Motors Corporation
895 Joslyn Road
Pontiac MI 48340
Phone: +1 734 320 8588

Fax:

E-Mail: michael.r.rosati@gm.com

Dear Mr. Rosati,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

Vector offers a CAN (D-Sub9) to J1962 (OBDII) diagnostic cable.

Ask our sales department for more details!

| Item | Qty             | PartNr.                         | Description  | Pri      | Price(USD) |          | neTotal (USD)         |
|------|-----------------|---------------------------------|--|----------|------------|----------|-----------------------|
| 1000 | <b>3</b><br>Dis | <b>11190</b><br>count [%]       | CANoe RUN V7.1<br>25.00- %   | \$       | 6,951.00   | \$<br>\$ | 20,853.00<br>5,213.25 |
|      |                 |                                 |  |          |            | \$       | 15,639.75             |
|      |                 |                                 | s runtime environment for (remaining bus) s<br>nalysis and testing of ECUs in distributed<br>stem CAN. |          |            |          |                       |
| 2000 | 3               | <b>07136</b><br>PCI-Express int | CANboardXL PCIe V1.0 erface for CAN and LIN (2 channels).  | \$       | 875.00     | \$       | 2,625.00              |
| 2010 | <b>6</b><br>Dis | <b>22083</b><br>count [%]       | CANpiggy 1050mag ( Installed ) 5.00- $\%$  | \$       | 163.80     | \$<br>\$ | 982.80<br>49.14       |
|      |                 | Transceiver mod                 | ule with magnetically decoupled High-Speed   | CAN tran | sceiver    | \$       | 933.66                |
| 3000 | 3               | <b>07136</b> PCI-Express int    | CANboardXL PCIe V1.0 ( Unlicensed ) erface for CAN and LIN (2 channels).                               | \$       | 875.00     | \$       | 2,625.00              |

SLS020104-1Rev4 Page 1/ 3

Document-No.: 15052420 Date: 04/03/2009

| Item | Qty | PartNr.                              | Description Price(USD)   |          | PartNr. Description |    | Line     | eTotal (USD) |
|------|-----|--------------------------------------|--|----------|---------------------|----|----------|--------------|
| 3010 | 3   | 22083                                | CANpiggy 1050mag ( Installed )   | \$       | 163.80              | \$ | 491.40   |              |
|      | Dis | count [%]                            | 5.00- %  |          |                     | \$ | 24.57-   |              |
|      |     |                                      |  |          |                     | \$ | 466.83   |              |
|      |     | Transceiver mod<br>TJA1050.          | ule with magnetically decoupled High-Speed (   | CAN tran | nsceiver            |    |          |              |
| 3020 | 3   | 22022                                | CANpiggy 5790opto c ( Installed )  | \$       | 163.80              | \$ | 491.40   |              |
|      | Dis | count [%]                            | 5.00- %  |          |                     | \$ | 24.57-   |              |
|      |     |                                      |  |          | 1115700             | \$ | 466.83   |              |
|      |     | Iransceiver mod                      | ule with opto decoupled Single-Wire CAN tran   | isceivei | r AU5/90c.          |    |          |              |
| 4000 |     | MA-COR<br>Scope of servic<br>periode | Maintenance Agreement CANoe RUN es: Updates for software + options within the            |          | 1,296.00<br>tenance | \$ | 3,888.00 |              |
|      |     |                                      | ts: 18% of the software list price per licer   | nce and  | year                |    |          |              |
|      |     |                                      | t the start of the maintenance period  |          |                     |    |          |              |
|      |     | Duration: At le                      | •  |          |                     |    |          |              |
|      |     | rrecondition: A                      | ctual software licence   |          |                     |    |          |              |
|      |     |                                      | tions of your software cannot get separate mautomatically. Please find them listed below |          | ance. They          |    |          |              |

Total value \$ 26,645.07

### NOTE:

### We deliver based upon the following Terms and Conditions:

Orders placed are governed by Vector CANtech's Terms and Conditions which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are located at:

http://www.vector-cantech.com/portal/medien/vector cantech/Vector Terms and Conditions.pdf.

### Terms of payment:

Within 30 days without deduction

If paying by credit card, please note additional fees may be charged by your credit card company.

Delivery Terms: Products shipped 7-10 days upon receipt of order.

This quotation is valid for 30 days.

Shipping is FOB destination - USA only.

Best Regards, Vector CANtech, Inc. Marc Semma

SLS020104-1Rev4 Page 2 / 3

Document-No.: 15052420 Date: 04/03/2009

SLS020104-1Rev4 Page 3 / 3



### Quotation 15050928 Rev. 1 04/23/2009

Suite 550 39500 Orchard Hill Place Novi, MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

Mr. Gerald McEachern Sr. Buyer GM WWP General Motors Corporation 1999 Centerpoint Parkway Pontiac MI 48341-3147 Phone: +1 586 575 1361

Fax:

E-Mail: gerald.mceachern@gm.com

Dear Mr. McEachern,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

Vector offers a CAN (D-Sub9) to J1962 (OBDII) diagnostic cable.

Ask our sales department for more details!

| Item | Qty              | PartNr.                            | Description   | Pr     | Price(USD) |          | neTotal (USD)          |
|------|------------------|------------------------------------|---|--------|------------|----------|------------------------|
| 1000 | <b>5</b><br>Dis  | <b>11190</b><br>count [%]          | CANoe RUN V7.1<br>25.00- %  | \$     | 6,951.00   | \$<br>\$ | 34,755.00<br>8,688.75- |
|      |                  | Software tool a                    | as runtime environment for (remaining bus) sin                            | nulati | on,        | \$       | 26,066.25              |
|      |                  | communication a<br>Supports bus sy | analysis and testing of ECUs in distributed system CAN.                   | ystems | •          |          |                        |
| 2000 | 5                | <b>07136</b><br>PCI-Express in     | CANboardXL PCIe V1.0 terface for CAN and LIN (2 channels).                | \$     | 875.00     | \$       | 4,375.00               |
| 2010 | <b>10</b><br>Dis | <b>22026</b><br>count [%]          | CANpiggy 1050opto (Installed ) 5.00- $\%$                                 | \$     | 163.80     | \$<br>\$ | 1,638.00<br>81.90-     |
|      |                  | Transceiver mod                    | dule with opto decoupled High-Speed CAN trans                             | ceiver | TJA1050.   | \$       | 1,556.10               |
| 3000 | 5                | <b>07136</b> PCI-Express in        | CANboardXL PCIe V1.0 ( Unlicensed ) terface for CAN and LIN (2 channels). | \$     | 875.00     | \$       | 4,375.00               |

SLS020104-1Rev4 Page 1/ 3

Document-No.: 15050928 Date: 04/23/2009

| Item | Qty | PartNr.                               | Description   | Price(USD)      |                     | Line | eTotal (USD) |
|------|-----|---------------------------------------|---|-----------------|---------------------|------|--------------|
| 3010 | 5   | 22026                                 | CANpiggy 1050opto (Installed )  | \$              | 163.80              | \$   | 819.00       |
|      | Dis | count [%]                             | 5.00- %   |                 |                     | \$   | 40.95        |
|      |     |                                       |   |                 |                     | \$   | 778.05       |
|      |     | Transceiver mod                       | dule with opto decoupled High-Speed CAN tran  | nsceiver        | TJA1050.            |      |              |
| 3020 | 5   | 22022                                 | CANpiggy 5790opto c (Installed )  | \$              | 163.80              | \$   | 819.00       |
|      | Dis | count [%]                             | 5.00- %   |                 |                     | \$   | 40.95        |
|      |     |                                       |   |                 |                     | \$   | 778.05       |
|      |     | Transceiver mod                       | dule with opto decoupled Single-Wire CAN tra  | ansceiver       | ^ AU5790c.          |      |              |
| 4000 | 5   | MA-COR<br>Scope of service<br>periode | Maintenance Agreement CANoe RUN ces: Updates for software + options within t            | \$<br>the maint | 1,296.00<br>tenance | \$   | 6,480.00     |
|      |     |                                       | sts: 18% of the software list price per lice  | ence and        | year                |      |              |
|      |     | Maturity: Due a<br>Duration: At le    | at the start of the maintenance period  |                 |                     |      |              |
|      |     |                                       | Actual software licence   |                 |                     |      |              |
|      |     |                                       | otions of your software cannot get separate automatically. Please find them listed belo |                 | ance. They          |      |              |

Total value \$ 44,408.45

NOTE: Rev1 - Changed contact person from Mike Rosati to Gerald McEahern - 04/23/2009 - PW.

### We deliver based upon the following Terms and Conditions:

Orders placed are governed by Vector CANtech's Terms and Conditions which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are located at:

http://www.vector-cantech.com/portal/medien/vector\_cantech/Vector\_Terms\_and\_Conditions.pdf.

### Terms of payment:

Within 30 days without deduction

If paying by credit card, please note additional fees may be charged by your credit card company.

Delivery Terms: Products shipped 7-10 days upon receipt of order.

This quotation is valid for 30 days.

Shipping is FOB destination - USA only.

Best Regards, Vector CANtech, Inc. Marc Semma

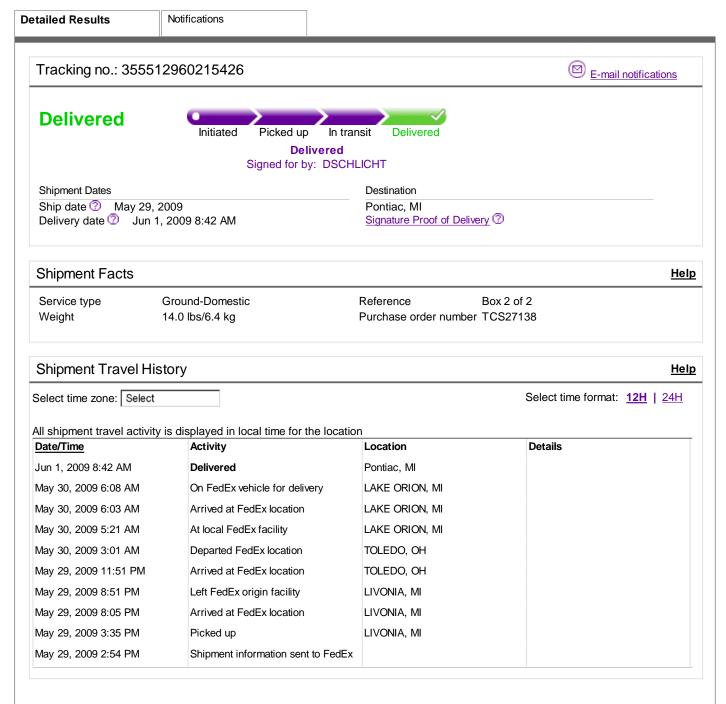
SLS020104-1Rev4 Page 2 / 3

Document-No.: 15050928 Date: 04/23/2009

SLS020104-1Rev4 Page 3 / 3

### **Detailed Results**

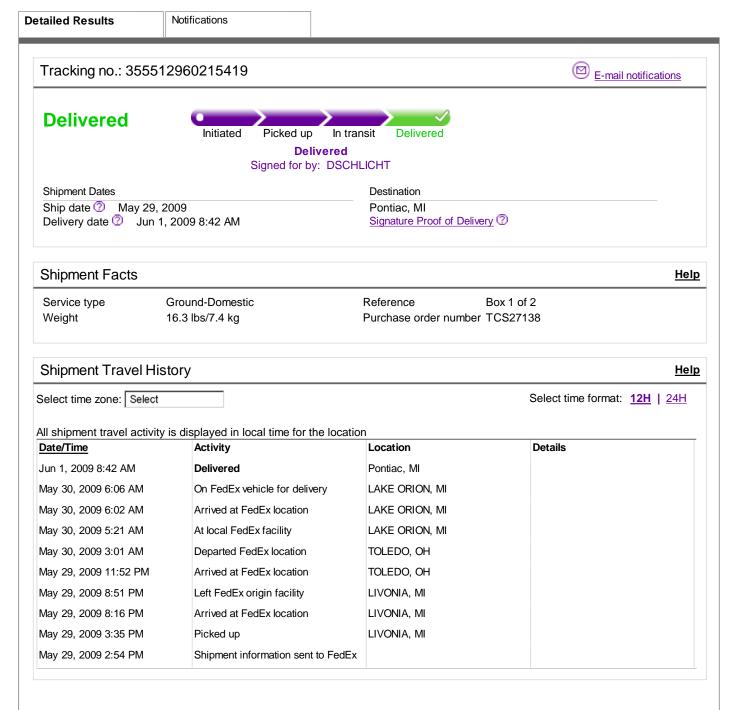
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### **Detailed Results**

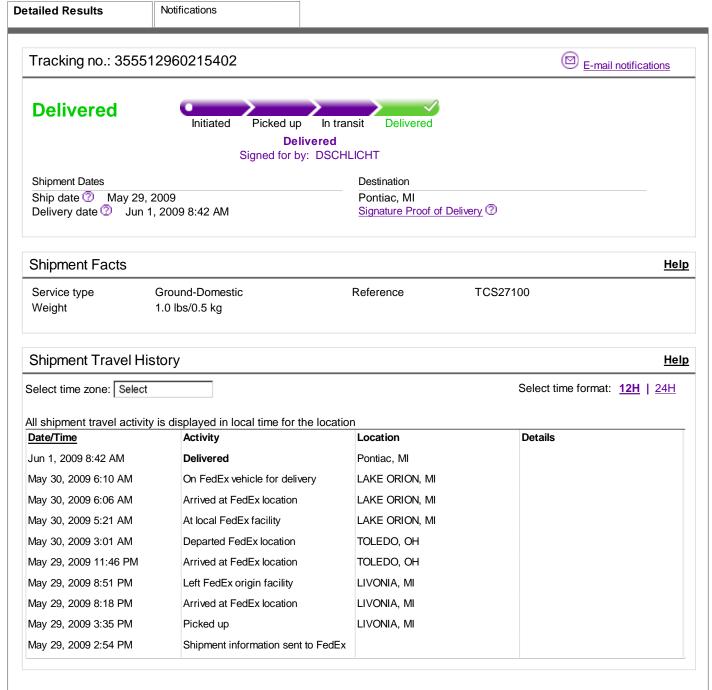
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### **Detailed Results**

Enter tracking number Track



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### Detailed Results Enter tracking number Frintable Version Help Tra

|   | Notifications  |   |                                     |
|---|--|---|-------------------------------------|
| Tracking no.: 35551   | 2960215396   |   | E-mail notifications                |
| Delivered   | Initiated Picked up In tra  Delivered  Signed for by: DSCH   |   |                                     |
| Shipment Dates Ship date  May 29, 2 Delivery date  Jun 1  |  | Destination Pontiac, MI Signature Proof of Delivery ©   | )                                   |
| Shipment Facts  |  |   | Hel                                 |
|   |  |   |                                     |
|   | Ground-Domestic<br>1.0 lbs/0.5 kg  | Reference TCS   | S27325                              |
| Weight  | 1.0 lbs/0.5 kg   | Reference TCS   | S27325<br><u>He</u> l               |
| Shipment Travel His   | 1.0 lbs/0.5 kg   |   |                                     |
| Shipment Travel His Select time zone: Select  | tory  is displayed in local time for the location  |   | Hel                                 |
| Shipment Travel His Select time zone: Select All shipment travel activity Date/Time   | 1.0 lbs/0.5 kg   | on  | Hell Select time format: 12H   24H  |
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2 of 2

GENERAL MOTORS CORPORATION

SHIP TO:

PLANT 13 DOCK 45W ENGINEERING BUILDING GM - POWERTRAIN GLOBAL HQ

FAX 602-797-6053

30009 VAN DYKE GLOBAL PURCHASING

WARREN MI

48090

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39500 ORCHARD HILL PL STE 550

VECTOR CANTECH INC

VENDOR NUMBER 11-175-7464

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PURCHASE

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ORDER: TCS27325

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and

Do not Declare Valuation of Express Shipments or Insure Parcel Invoice Attn: Accounts Payable invoices.

INVOICE TO: & EQUIP ONLY. QUESTIONS TO:

INVOICE FOR SERVICE, MACHINERY

MAIL INVOICE: GM FSS ABP

CUSTOMER SERVICE 248 874-4636

80337

PO BOX 63490, PHOENIX AZ

85082-3490

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48340-2920

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PONTIAC MI 895 JOSLYN AVE

ALTERATION ISSUE DATE 05/06/09 ALTERATION EFFECTIVE ORDER DATE V. BARAD 7801 PHONE: 586-492-8477 URCHASING AGENT Buyer

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer. Side home for the ment and conditions to which sides gives by acceptance of this order. On his reverse, the home are the ment and conditions on the face and invested belief history, conclude the complete and final agreement for side they and side through the complete and final agreement for side they are side through of conditions will be binding upon the buyer united in acceptance in the giver a national returns and conditions. If to oversiment Contract Vulnations is Shown Hervon, a delitional Terms and Conditions in the conditions are side of the side

| 00001  | SEQUENCE   | PAYMENT<br>NET                       |
|--|--|--------------------------------------|
| N  | QUANTITY<br>ORDERED                                    | TERMS 0                              |
| PRZX4641 001   | ITEM IDENTIFICATION NO.                                | 0 DAYS                               |
| THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)  SUPPLIER HELP DESK FOR GM INDIRECT/MACHINERY AND EQUIPMENT PURCHASING AVAILABLE DURING DETROIT BUSINESS HOURS AT 1-888-376-6115 AND ON-LINE AT IMEHELPDESK@GM.COM QUESTIONS RELATED TO PAYMENT ISSUES, PLEASE CONTACT DISBURSEMENTS AT 248-874-4636.  THE PAYMENT TERMS OTHERWISE SET FORTH HEREIN ARE MODIFIED AS FOLLOWS: THE PAYMENT DATE SHALL BE NET 60, WITH DISBURSEMENTS OCCURRING ON A WEEKLY PAYMENT CYCLE. PAYMENT WILL BE TRIGGERED UPON BUYER'S RECEIPT OF (A) GOODS OR (B) A VALID INVOICE.  REF QUOTATION#15053559  PO ISSUED AS PER BUYER EMAIL DTD 05/06/2009  PO ISSUED AS PER BUYER EMAIL DTD 05/06/2009  PO ISSUED AS PER BUYER EMAIL DTD 05/06/2009  DOJ30/09 C 0.00%  11190 CANOE RUN V7.1 MICHAEL R ROSATI 734-320-8588 DELIVER TO: GMPT HEADQUARTERS 895 JOSLYN RD. DOCK #45 INZT DROP ZONE | NOUN NAME DESCRIPTION NUMBER DATE REQUIRED TAX CODE /% | FREIGHT COLLECT                      |
|  |  | REFER TO W                           |
| 5213.2500  | BASE UNIT PRICE  | SHIP VIA REFER TO WWW.GMSHIPPING.COM |
| COPA   | MULTIPLE MEASURE                                       |                                      |

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# General Motors Corporation

GENERAL MOTORS CORPORATION WARREN MI 30009 VAN DYKE GLOBAL PURCHASING 48090 FAX 602-797-6053 SD

39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC VENDOR NUMBER 11-175-7464 INVOICE TO: SHIP TO: CUSTOMER SERVICE 248 874-4636

48340-2920 895 JOSLYN AVE PLANT 13 DOCK 45W ENGINEERING BUILDING GM - POWERTRAIN GLOBAL HO PONTIAC MI S

& EQUIP ONLY. QUESTIONS TO: INVOICE FOR SERVICE, MACHINERY

MAIL INVOICE: GM FSS ABP 85082-3490 PO BOX 63490, PHOENIX AZ

7801 V. BARAD

05/06/09

ORDER DATE

PHONE: 586-492-8477

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**PURCHASE** 

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ORDER: TCS27325

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment,
(2) topies of your packing slip must be shown on Packing Slips and

invoices.

Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel

|  | 00005   | 00004  | 00003   | 00002  |   | SEQUENCE   | NET                         | PAYMENT                                      | •  |   |
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|  | ю   | ю  | σ,  | . 44   |   | QUANTITY<br>ORDERED  | NET                         | TERMS  |  | 48375   |
|  | PRZX4641 005  | PRZX4641 004   | PRZX4641 003  | PRZX4641 002   |   | ITEM IDENTIFICATION NO.  | 60 DAYS                     |  |  |   |
| CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT) CONTRACT CLAUSE | 09/30/09 C 0. MA-COR MAINTENANCE AGREEMENT CANOE RUN MICHAEL R ROSATI 734-320-8588 WHO ORDERED: ROSATI 734-320-8588 | 09/30/09 C 0.<br>22022 CANPIGGY 57900PTO LOWSPEED<br>MICHAEL R ROSATI 734-320-8588<br>WHO ORDERED: ROSATI 734-320-8588 | 09/30/09 C 0.<br>22026 CANPIGGY 10500PTO HIGHSPEED<br>MICHAEL R ROSATI 734-320-8588<br>WHO ORDERED: ROSATI 734-320-8588 | 09/30/09 C 0.<br>07136 CANBOARDXL PCIE V1.0<br>MICHAEL R ROSATI 734-320-8588<br>WHO ORDERED: ROSATI 734-320-8588 | PONTIAC, MI 48340<br>ATTN: MICHAEL ROSATI, 734 320-8588<br>WHO ORDERED: ROSATI 734-320-8588 | NOUN NAME DESCRIPTION RFQ<br>NUMBER DATE REQUIRED TAX CODE 1 % | HIGHT COLLECT               | F.O.B DESTINATION UNLESS OTHERWISE INDICATED | On the everte side hereof are the term and conditions to which Seller agrees by acceptance of this order. Including the terms and conditions on the face and reverte side hereof, contains the complete and final agreement between Buyer and Seller and no oneter agreement in any way modelying any of side terms and contributed will be binding upon the Buyer wheat made in writing and signed by Buyer's authorized representative.  If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply. | This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buver. |
|  | 0.00%   | 0.00%  | 0.00%   | 0.00%  |   | 8/8  |                             | AIA dIHS Q                                   | ALTERATION EFFECTIVE DATE  | ALTERATION ESSUE DATE   |
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SHIP TO:

VECTOR CANTECH INC

48090

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39500 ORCHARD HILL PL STE 550

NOVI MI

48375

PAYMENT

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: GM - POWERTRAIN GLOBAL HQ 48340-2920 PLANT 13 DOCK 45W MAIL INVOICE: GM FSS ABP INVOICE FOR SERVICE, MACHINERY 895 JOSLYN AVE ENGINEERING BUILDING CUSTOMER SERVICE 248 874-4636 PONTIAC MI SD

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should it termed to Buye.

On his events side hereof are the terms and conditions to which Seller agreet by acceptance of this order.

This order packing the terms and conditions on the face and events sub hereof, contains the conditions of the order packing the terms and conditions on the face and events sub hereof, contains the conditions algorithms thereoen Buye and Seller and no other agreement to any way modifying any of said mons and conditions will be binding upon the Buyer unless made in weight and supported the buyer's subsidered representative.

If Government Contract Number is Shown Hereon, additional Terms and Conditions 85082-3490

PO BOX 63490, PHOENIX AZ

Attached Hereto Apply.

DESTINATION UNLESS OTHERWISE INDICATE

# PURCHASE

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ORDER: TCS27325

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and

Invoices.

Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel

|    | STAG BEGRO            | PHONE: 586-492-8477 |
|----|-----------------------|---------------------|
|    | 05/06/09              | V. BARAD            |
| 5  |                       | 7801                |
| Ď, | ALTERATION ISSUE DATE |                     |
| _  |                       |                     |
|    | ALTERATION EFFECTIVE  |                     |
|    | . DRIE                | PURCHASING AGENT    |
| Ÿ  | AIV SIHS              |                     |

SHIP TO:

48090 FAX 602-797-6053 30009 VAN DYKE GLOBAL PURCHASING GENERAL MOTORS CORPORATION WARREN MI S

VECTOR CANTECH INC VENDOR NUMBER 11-175-7464

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39500 ORCHARD HILL PL STE 550

NOVI MI

48375

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: 48340-2920 PLANT 13 DOCK 45W GM - POWERTRAIN GLOBAL HQ MAIL INVOICE: GM FSS ABP INVOICE FOR SERVICE, MACHINERY 895 JOSLYN AVE ENGINEERING BUILDING PO BOX 63490, PHOENIX AZ PONTIAC MI CUSTOMER SERVICE 248 874-4636 S

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyet.

On the revoire side hereof are the terms and conditions to which Salbar agrees; by acceptance of this order. This order, including the terms and conditions on the face and reverse side thereof, constains the complete and final agreement between Buyer and Salbar and on other agreement and way my modifying any of said terms and conditions will be binding upon the Buyer understand to motifying and signed by Buyer's authoritied representative.

If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

DESTINATION UNLESS OTHERWISE INDICATED

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PAYMENT

### PURCHASE ORDER: TCS27325

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Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and

Do not Declare Valuation of Express Shipments or Insure Parcel Invoice Attn: Accounts Payable Invoices.

ALTERATION ISSUE DATE SHIP VIA ALTERATION EFFECTIVE DATE 05/06/09 ORDER DATE 7801 V. BARAD PHONE: 586-492-8477 PURCHASING AGENT Buyer

|  |   | SEQUENCE                    | NET                   |
|--|---|-----------------------------|-----------------------|
|  |   | QUANTITY<br>ORDERED         | NET                   |
| THANGE TH | מפ  | ITEM IDENTIFICATION NO. NO. | 60 DAYS               |
| **************************************   | EXPORT ADMINISTRATION REGULATIONS PURCHASES | NOUN NAME                   |                       |
| ICAL DATA ASSOCIATED WITH THIS EQUIPMENT,  OR PART IS CONTROLLED UNDER U.S. EXPORT LAWS.  OOT EXPORT OR RE-EXPORT THE TECHNICAL DATA,  BUT NOT LIMITED TO PRINTS, ROUTINGS AND  ITIONS ASSOCIATED WITH THIS REQUEST FOR  OR PURCHASE CONTRACT WITHOUT THE PROPER  ITAL AUTHORIZATIONS.  ILL SALES OR USE TAX ON ITEMS DELIVERED TO  PED TO LOCATIONS WITH THE STATES LISTED  GM HOLDS DIRECT PAYMENT AUTHORITY WITH THESE  AS A RESULT, IN ALL OF THE IDENTIFIED STATES  IOTAXING AUTHORITIES, ALL SALES OR USE TAX  ( RELATED TO ITS PURCHASE AND USE OF TANGIBLE  PROPERTY AND SERVICES (1). THEREFORE,  INFORMATION FOUND ON THIS ORDER EXCEPT FOR  ITES NOT IDENTIFIED BELOW. FOR THOSE STATES   | TRATION REG                                 | DESCRIPTION                 | FREIGHT COLLECT       |
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|  |   | PRICE .                     |                       |
|  |   | MEASURE                     |                       |

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48090 WARREN MI FAX 602-797-6053 30009 VAN DYKE GLOBAL PURCHASING GENERAL MOTORS CORPORATION US

39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC NOVI MI VENDOR NUMBER 11-175-7464

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48375

PAYMENT TERMS

:OT AIHS 895 JOSLYN AVE PLANT 13 DOCK 45W ENGINEERING BUILDING GM - POWERTRAIN GLOBAL HQ

PONTIAC MI

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& EQUIP ONLY. QUESTIONS TO: INVOICE FOR SERVICE, MACHINERY 48340-2920

INVOICE TO: MAIL INVOICE: GM FSS ABP PO BOX CUSTOMER SERVICE 248 874-4636

85082-3

This order is not binding until acceptor returned to Buyet.

On the experts side hereof are the ter This order, including the terms and compenent tendence Buyet and Sellar and sold will be binding upon the Buyet unless mad will be binding upon the Buyet unless mad

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**PURCHASE** 

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| # #      |
| TCS27325 |

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and

Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel

| 63490, PHOENIX AZ   | ORDER DATE                   | PHONE: 586-492-8477         |
|---|------------------------------|-----------------------------|
| ag.   | 05/06/09                     | V. BARAD                    |
| pred. Acceptance should be executed on acknowledgment copy which should be  | ALTERATION ISSUE DATE 7801   | 7801 Buyer                  |
| terms and conditions to which Seller agrees by acceptance of this order.  conditions on the face and reverse side hereal, contains the complete and final                                       |                              |                             |
| on outer dependent in any way moonlying any or said tents and continuous defin withing and spoed by Buyer's curborated representative.  Inther Is Shown Hereon, additional Terms and Conditions | ALTERATION EFFECTIVE<br>DATE | PURCHASING AGENT            |
| ESTINATION UNLESS OTHERWISE INDICATED   | SHIP VIA                     |                             |
| )LLECT R  | REFER TO WWW. G              | REFER TO WWW.GMSHIPPING.COM |

| NET                   | SEQUENCE<br>ITEM        |   |   |   |         |                                     |                         | ••••••                  |                                  |                  |  |              |  |                              |   |                             |                     |                 |                  | ****                         |                       |   |                           |               |                            |  |
|-----------------------|-------------------------|---|---|---|---------|-------------------------------------|-------------------------|-------------------------|----------------------------------|------------------|--|--------------|--|------------------------------|---|-----------------------------|---------------------|-----------------|------------------|------------------------------|-----------------------|---|---------------------------|---------------|----------------------------|--|
| NET 6                 | QUANTITY<br>ORDERED     |   |   |   |         |                                     |                         |                         |                                  |                  |  |              |  |                              |   |                             |                     |                 |                  |                              |                       |   |                           |               |                            |  |
| 60 DAYS               | ITEM IDENTIFICATION NO. |   |   |   |         |                                     |                         |                         | and or development of the second |                  | view view view view view view view view    |              | who with much                          | ***                          |   |                             |                     |                 |                  |                              |                       | *************************************** |                           |               |                            |  |
|                       | NOUN NAME               | NOT IDENTIFIED BELOW, PLEASE CONTINUE TO FOLK | LISTED BELOW ARE DIRECT PAY PERMIT OR SALES LICENSE NUMBERS FOR THE STATES. OR GM LOCAT | WITHIN A STATE, WHERE GM HOLDS DIRECT PAY AUTHO | ****    | GENERAL MOTORS CORPORATION PERMITS: | GEORGIA #044-38-00894-3 | INDIANA #003-2804890001 | KENTUCKY #0000-10                | KANSAS #98-0003B | LOUISIANA #6009013-008DP (SHREVEPORT ONLY) | MARYLAND #20 | MICHIGAN #ME-0900440                   | MISSISSIPPI #4277 (SPO ONLY) | MISSOURI #11731559                      | NEW JERSEY #NJ9-001-683/000 | NEW YORK #DP-003445 | OHIO #98-000613 | OKLAHOMA #137479 | PENNSYLVANIA #02-93450/DP246 | TEXAS #1-38-0572515-0 | VIRGINIA #9980000793                    | WISCONSIN #WDP95-01-01012 | * * * * * * * | ONSTAR CORPORATION PERMIT: |  |
| FREIGHT COLLECT       | DESCRIPTION             | ODE INSTRU                                    | ARE DIRECT  | S, WHERE GM                                     | * * *   | S CORPORATI                         | 38-00894-3              | 2804890001              | )-10                             |                  | 19013-008DF                                |              | )900440                                | 1277 (SPO C                  | 31559                                   | 79-001-683/                 | 003445              | 13              | 179              | #02-93450/E                  | 572515-0              | 000793                                  | 95-01-0101                | * * *         | ATION PERMI                |  |
| OLLECT                | RFQ<br>NUMBER           | TEASE CONTI                                   | PAY PERMIT  | STATES, OF                                      | * * * * | CON PERMITS                         |                         |                         |                                  | (FAIRFAX ONLY)   | (SHREVEPO                                  |              |  | )NILY)                       |   | 000                         |                     |                 |                  | )P246                        |                       |   | 12                        | * * * *       | H                          |  |
|                       | DATE REQUIRED           | IOH OT HUS                                    | r or sales  |   |         |                                     |                         |                         |                                  |                  | DRT ONLY)                                  |              |  |                              |   |                             |                     |                 |                  |                              |                       |   |                           | * * * *       |                            |  |
|                       | TAX CODE / %            | TO FOLLOW THE                                 | U 15  | PAY AUTHORITY:                                  | * * * * |                                     |                         |                         |                                  |                  |  |              |  |                              |   |                             |                     |                 |                  |                              |                       |   |                           | *             |                            |  |
| REFER TO W            |                         |   |   |   |         |                                     |                         |                         |                                  |                  |  |              |  |                              |   |                             |                     |                 |                  |                              |                       |   |                           |               |                            |  |
| TO WWW.GMSHIPPING.COM | BASE UNIT PRICE         |   |   |   |         |                                     |                         |                         |                                  |                  |  |              |  |                              |   |                             |                     |                 |                  |                              |                       |   |                           |               |                            |  |
| 1                     | PRICE<br>MULTIPLE       |   |   |   |         |                                     |                         |                         |                                  |                  |  |              | ······································ |                              |   |                             |                     |                 |                  |                              | •••••                 |   |                           |               | •••••                      |  |
|                       | MEASURE                 |   |   |   |         |                                     |                         |                         |                                  |                  |  |              |  |                              | *************************************** |                             |                     |                 |                  |                              |                       |   |                           |               |                            |  |

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IM IAON 39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC VENDOR NUMBER 11-175-7464

0.

48375

SEQUENCE

PAYMENT

TERMS

ZET

48340-2920 PLANT 13 DOCK 45W ENGINEERING BUILDING GM - POWERTRAIN GLOBAL HQ INVOICE FOR SERVICE, MACHINERY PONTIAC MI 895 JOSLYN AVE

PURCHASE

PAGE

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INVOICE TO: & EQUIP ONLY. QUESTIONS TO: MAIL INVOICE: GM FSS ABP 85082-3490 PO BOX 63490, PHOENIX AZ CUSTOMER SERVICE 248 874-4636

If Government Contract Number Is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA

ALTERATION EFFECTIVE DATE

PURCHASING AGENT

Buyer

F.O.8

SHIP TO: ន្ឋ

On the everse side heard are the terms and conditions to which Selbar agrees by acceptance of this order. This code; including the gerns and conditions on the face and zerests side heteol, contains the complete and final agreement the tween they are and Selbar and to not also agreement in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by 8 uper's authorized representance. This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be ned to 8 uyer.

ALTERATION ISSUE DATE This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
(2) copies of your packing slip must be shown on Packing Slips and 05/06/09 Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel Invoices ORDER DATE ORDIN: TCS27325 7801 PHONE: 586-492-8477 V. BARAD

| NET 6               | NET 60 DAYS                       |   | FREIGHT COLLECT        | OLLECT        |   | *************************************** | REFER TO W   | REFER TO WWW.GMSHIPPING.COM |               |
|---------------------|-----------------------------------|---|------------------------|---------------|---|---|--|-----------------------------|---------------|
| QUANTITY<br>ORDERED | ITEM IDENTIFICATION NO. NOUN NAME | NOUN NAME   | DESCRIPTION            | RFQ<br>NUMBER | DATE REQUIRED                           | TAX CODE /%                             |  | BASE UNIT PRICE             | PRICE UNIT OF |
|                     |                                   | MICHIGAN #38-3506814 * * * * * * * * * * * * * * * * * * *  | 3506814                | * * *         | * | *                                       | A Part of the Control |                             | N. T. T.      |
|                     |                                   | SATURN CORPORATION PERMITS: MICHIGAN #38-2577506  | ATION PERMI<br>2577506 | TS:           |   |   |  |                             |               |
|                     |                                   | *** * * * * * * * * * * * * * * * * *   | 0315259                | * * *         | * * *                                   | *                                       |  |                             |               |
|                     |                                   | FURTHER, IF THIS ORDER RELATES TO THE CONSTRUCTION CONTRACT FOR REAL PROPERTY, ALL APPLICABLE SALES AND | HIS ORDER I            | RELATES TO    | THE CONSTRU                             | CTION<br>LES AND                        |  |                             |               |
|                     |                                   | USE TAXES ARE THE RESPONSIBILITY OF THE CONTRACTOR  | THE RESPON             | ALITIBIES     | F THE CONTR                             | ACTOR                                   |  |                             |               |
|                     |                                   | (WITH THE EXCEPTION OF TEXAS), AND SHOULD BE INCLUDED   | EPTION OF 1            | EXAS), ANI    | SHOULD BE                               | INCLUDED                                |  |                             |               |

SECTION 3.9 AND SECTION R3.2 OF THE GM1638 (05/05) OR IN THE CONTRACTOR'S BID AS REQUIRED PURSUANT TO

SECTION 6 OF THE GM1638A (08/02), UNLESS THE

OTHERWISE SPECIFICALLY OUTLINED IN THE CONTRACT. WITH RESPONSIBILITY FOR PAYMENT OF SALES & USE TAXES ARE

REFERENCE TO TEXAS: IF THE ORDER RELATES TO A

CONTRACTS AND AS SUCH SHOULD NOT INCLUDE SALES TAX CONTRACTOR SHOULD ISSUE ALL CONTRACTS AS SEPARATED CONSTRUCTION CONTRACT FOR REAL PROPERTY, THE

IN ADDITION, THE CONTRACTOR SHOULD NOT BILL GM IN THE COST OF INCORPORATED MATERIALS OR EQUIPMENT

(GENERAL MOTORS CORPORATION ONLY) FOR SALES TAX ON

GM WILL

DIRECTLY TO THE STATE OF TEXAS UNDER THE DIRECT

ACCRUE AND REMIT THE APPROPRIATE SALES TAX THE SEPARATED COSTS OF MATERIAL OR LABOR.

7

GENERAL MOTORS CORPORATION FAX 602-797-6053 30009 VAN DYKE 48090 GLOBAL PURCHASING WARREN MI SD

39500 ORCHARD HILL PL STE 550 VECTOR CANTECH INC VENDOR NUMBER 11-175-7464 NOVI MI

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48375

PAYMENT TERMS

SHIP TO: 48340-2920 GM - POWERTRAIN GLOBAL HO PONTIAC MI 895 JOSLYN AVE PLANT 13 DOCK 45W ENGINEERING BUILDING

INVOICE TO: & EQUIP ONLY. QUESTIONS TO: MAIL INVOICE: GM FSS ABP INVOICE FOR SERVICE, MACHINERY PO BOX 63490, PHOENIX AZ CUSTOMER SERVICE 248 874-4636

85082-3490 S

This order is not binding until accepted. Acceptance should be executed an actnowledgment copy which should be returned to Buyer.

On the reverse side hared see the terms and conditions to which shared see the terms and conditions to which shared see the terms and conditions on the face as the verse labe benefit contacts the complete and final adjectment between Buyer and Select and conditions on the face and way modifying any of sale times and conditions will be blanding upon the Buyer and Select and no other agreement is any way modifying any of sale times and conditions will be blanding upon the Buyer under and should be good to be superior and should be good to be good to

F.O.8

DESTINATION UNLESS OTHERWISE INDICATED

**PURCHASE** 

PAGE

7

ORDER: TCS27325

This Number Must Appear On All Invoices, Packing Slips,
Packages and Bills of Lading.
(2) copies of your packing slip must accompany each shipment.
Item Identification Number(s) must be shown on Packing Slips and

Invoice Attn: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel
Post.

ALTERATION ISSUE DATE ALTERATION EFFECTIVE 05/06/09 ORDER DATE PHONE: 586-492-8477 7801 V. BARAD PURCHASING AGENT Buyer

|   | SEQUENCE                | NET                   |
|---|-------------------------|-----------------------|
|   | QUANTITY                | NET                   |
|   | ITEM IDENTIFICATION NO. | 60 DAYS               |
| **************************************  | NOUN NAME               |                       |
| WESTIONS ON THE ABOVE FOLLOWING:  BURSEMENT SERVICES - USTOMER COMMUNICATION HONE: (248) 874-4636  * * * * * * * * * * * * *  EXCLUDING ALL TELECOMELS, AND MEAL PURCHASE ECTLY TO THE SUPPLIER WAS AND CONDITIONS SEPTOMER SUPPLIER HAS RECOMED AND SUPPLIER HAS RECOMED AND CONDITIONS SEPTOMER AND | DESCRIPTION             | FREIGHT COLLECT       |
| * * * * * * * * * * * * * * * * * * *   | RFQ<br>NUMBER           | OLLECT                |
| * * * * * * * * * * * * * * * * * * *   | DATE REQUIRED           |                       |
| * H*<br>0 *   | TAX CODE / %            |                       |
|   |                         | REFER TO W            |
|   | BASE UNIT PRICE         | TO WWW.GMSHIPPING.COM |
|   | PRICE UNIT OF           |                       |



### Quotation 15053559 Rev. 1 05/05/2009

Suite 550 39500 Orchard Hill Place Novi, MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

Mike Rosati
Senior Project Engineer
Bldg. C Cube 1C28
General Motors Corporation
895 Joslyn Road
Pontiac MI 48340
Phone: +1 734 320 8588

Fax:

E-Mail: michael.r.rosati@gm.com

Dear Mr. Rosati,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

Vector offers a CAN (D-Sub9) to J1962 (OBDII) diagnostic cable.

Ask our sales department for more details!

| Item | Qty | PartNr.                        | Description   | Pr     | ice(USD) | Lin | neTotal (USD) |
|------|-----|--------------------------------|---|--------|----------|-----|---------------|
| 1000 | 2   | 11190                          | CANoe RUN V7.1  | \$     | 6,951.00 | \$  | 13,902.00     |
|      | Dis | count [%]                      | 25.00- %  |        |          | \$  | 3,475.50-     |
|      |     |                                |   |        |          | \$  | 10,426.50     |
|      |     |                                | as runtime environment for (remaining bus) sing<br>analysis and testing of ECUs in distributed sy<br>ystem CAN. |        |          |     |               |
| 2000 | 2   | <b>07136</b><br>PCI-Express in | CANboardXL PCIe V1.0 terface for CAN and LIN (2 channels).  | \$     | 875.00   | \$  | 1,750.00      |
| 2010 | 4   | 22026                          | CANpiggy 1050opto ( Installed )   | \$     | 163.80   | \$  | 655.20        |
|      | Dis | count [%]                      | 5.00- %   | Ť      |          | \$  | 32.76-        |
|      |     |                                |   |        |          | \$  | 622.44        |
|      |     | Transceiver mod                | dule with opto decoupled High-Speed CAN trans   | ceiver | TJA1050. |     |               |
| 3000 | 2   | 07136                          | CANboardXL PCIe V1.0 ( Unlicensed )   | \$     | 875.00   | \$  | 1,750.00      |
|      |     | PCI-Express in                 | terface for CAN and LIN (2 channels).   |        |          |     |               |

SLS020104-1Rev4 Page 1/ 3

Document-No.: 15053559 Date: 05/05/2009

| Item | Qty | PartNr.                            | Description   | Pri      | ce(USD)             | Lin | eTotal (USD) |
|------|-----|------------------------------------|---|----------|---------------------|-----|--------------|
| 3010 | 2   | 22026                              | CANpiggy 1050opto ( Installed )   | \$       | 163.80              | \$  | 327.60       |
|      | Dis | count [%]                          | 5.00- %   |          |                     | \$  | 16.38-       |
|      |     |                                    |   |          |                     | \$  | 311.22       |
|      |     | Transceiver mo                     | dule with opto decoupled High-Speed CAN trans   | ceiver   | TJA1050.            | Ψ   | 011.22       |
| 3020 | 2   | 22022                              | CANpiggy 5790opto c ( Installed )   | \$       | 163.80              | \$  | 327.60       |
|      | Dis | count [%]                          | 5.00- %   |          |                     | \$  | 16.38-       |
|      |     |                                    |   |          |                     | \$  | 311.22       |
|      |     | Transceiver mo                     | dule with opto decoupled Single-Wire CAN trar   | ısceiver | AU5790c.            | •   | 322722       |
| 4000 | 2   | MA-COR<br>Scope of servi<br>period | Maintenance Agreement CANoe RUN ces: Updates for software + options within the                |          | 1,296.00<br>cenance | \$  | 2,592.00     |
|      |     | Maintenance co                     | sts: 18% of the software list price per licer at the start of the maintenance period          | nce and  | year                |     |              |
|      |     |                                    | east I year<br>Actual software licence  |          |                     |     |              |
|      |     | •                                  | ptions of your software cannot get separate m<br>automatically. Please find them listed below |          | ance. They          |     |              |

Total value \$ 17,763.38

### NOTE:

## We deliver based upon the following Terms and Conditions:

Orders placed are governed by Vector CANtech's Terms and Conditions which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are located at:

http://www.vector-cantech.com/portal/medien/vector cantech/Vector Terms and Conditions.pdf.

### Terms of payment:

No deduction until day 2 in 2 months

Baseline date on day 31 of month

If paying by credit card, please note additional fees may be charged by your credit card company.

Delivery Terms: Products shipped 7-10 days upon receipt of order.

This quotation is valid for 30 days.

Shipping is FOB destination - USA only.

Best Regards, Vector CANtech, Inc. Marc Semma

SLS020104-1Rev4 Page 2 / 3

Document-No.: 15053559 Date: 05/05/2009

SLS020104-1Rev4 Page 3 / 3

# Invoice 90101039 09/26/2007

Vector CANtech, Inc.

Suko 550

39500 Orchard Hill Place

Novi MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

BIII To:

Customer No.: 7000041 General Motors FSS ABP Attn: Accounts Payable

PO Box 63490

Phoenix AZ 85082-3490

Ship To:

Kevin Kidston 248 343 7290 Mail Code 483-316-100 **GM-Milford Proving Grounds** 

NA Validation Center

Attn: Kevin Kidston (248)343-7290

MC: 483-316-100 Bldg 7 Dock 1

3300 General Motors Road

Milford MI 48380

PurchaseOrder: PODate:

TC\$10009 09/05/2007

Terms: DeliveryNote:

30 days net 80092119

DeliveryDate: DeliveryType: 09/26/2007 FedEx 2-Day (US)

TrackingNumber: 925883387500

RemitTo:

Above Address

Hand Belivered by Alex Stark On 09/27/2007

| ltem-No | Qty | Description                  | Pı | rice(USD) | T  | otal(USD) |
|---------|-----|------------------------------|----|-----------|----|-----------|
| 1000    | 19  | CANalyzer pro V6.1           | \$ | 2,646.00  | \$ | 50,274.00 |
|         |     | 93908 001<br>lor 11-175-7464 |    |           |    |           |
| 2000    | 19  | CANape V6.5                  | \$ | 5,051.20  | \$ | 95,972.80 |
|         |     | 93908 002<br>for 11-175-7464 |    |           |    |           |
| 3000    | 19  | CANcardXL V1.0               | \$ | 693.50    | \$ | 13,176.50 |
|         |     | 93908 003<br>lor 11-175-7484 |    |           |    |           |
| 4000    | 38  | CANcab 1050opto              | \$ | 204.25    | \$ | 7,761.50  |
|         |     | 93908 004<br>Jor 11-175-7464 |    |           |    |           |
| 5000    | 19  | CANcab 5790opto c            | \$ | 262.20    | \$ | 4,981.80  |
|         |     | 93908 005<br>dor 11-175-7484 |    |           |    |           |

Number: 90101039

Date: 09/26/2007

| Item-No | Qty | Description                   | Pı   | rice(USD) | To | otal(USD) |
|---------|-----|-------------------------------|------|-----------|----|-----------|
| 6010    | 1   | CANoe/DENoe Opt .LIN V6.1     | \$   | 1,890.00  | \$ | 1,890.00  |
|         | ,   | 93908 0015<br>dor 11-175-7484 |      |           |    |           |
| 6020    | 1   | CANoe/DENoe Opt .FlexRay V6.1 | \$   | 4,050.00  | \$ | 4,050.00  |
|         |     | 93908 0016<br>dor 11-175-7464 |      |           |    |           |
| 7000    | 4   | CANcardXL V1.0 (License Key)  | ·    |           |    |           |
| 8000    | 2   | LINcab 7259mag                | \$   | 228.00    | \$ | 456,00    |
|         |     | 93908 0017<br>dor 11-175-7464 |      |           |    |           |
| 9000    | 1   | FlexCard Cyclone II / E-Ray   | \$   | 2,388.00  | \$ | 2,388.00  |
|         |     | 93908 0018<br>dor 11-175-7464 |      |           |    |           |
| 10000   | 1   | CANdelaStudio Admin V5.0      | . \$ | 13,560.00 | \$ | 13,560.00 |
|         |     | 93908 0014<br>dor 11-175-7464 |      |           |    |           |
| 11000   | 1   | CANdelaStudio Standard V5.0   | \$   | 6,762.00  | \$ | 6,762.00  |
|         |     | 93908 0012<br>dor 11-175-7464 |      |           |    |           |
| 12000   | 10  | CANlog4                       | \$   | 2,260.00  | \$ | 22,600.00 |
|         |     | 93908 006<br>dor 11-175-7464  |      |           |    |           |
| 12010   | 10  | CANlog Piggy-Back 6255        | \$   | 100.00    | \$ | 1,000.00  |
|         |     | 93908 007<br>dor 11-175-7464  |      |           |    |           |
| 12020   | 20  | CANlog Piggy-Back 1050        | \$   | 102.00    | \$ | 2,040.00  |
|         |     | 93908 008<br>dor 11-175-7464  |      |           |    |           |

Number: 90101039 Date: 09/26/2007

| ltem-No   | Qty   | Description                         | Prid | ce(USD) | To | otal(USD)  |
|-----------|-------|-------------------------------------|------|---------|----|------------|
| 12025     | 10    | CANIog I/O Card D4I4O PR793908 010  | \$   | 320.00  | \$ | 3,200.00   |
|           |       | 93908 010<br>Hor 11-176-7464        |      |         |    |            |
| 12040     | 10    | CANlog4 Flash card 64 MB            | \$   | 250.00  | \$ | 2,500.00   |
|           |       | 93908 009<br>dor 11-175-7464        |      |         |    |            |
| 13000     | 2     | CANlog/Multilog LOGview             | \$   | 580.00  | \$ | 1,160.00   |
|           |       | 93908 011<br>dor 11-175-7484        |      |         |    |            |
| 15000     | 1     | Maintenance Agr. CANdelaStudio Adm. |      |         |    |            |
|           | Orde  | er 40009175 from 09/25/2007         |      |         |    |            |
| 16000     | 1     | Maintenance Agr. CANdelaStudio Std. |      |         |    |            |
|           | Orde  | er 40009175 from 09/25/2007         |      |         |    |            |
| Invoice ' | Total | (Amount Due)                        |      |         | \$ | 233,772.60 |

Payment dates: Up to 10/26/2007 without deduction FOB USA Only

## Financial Shared Services – Invoice Processing Return Letter with Invoice

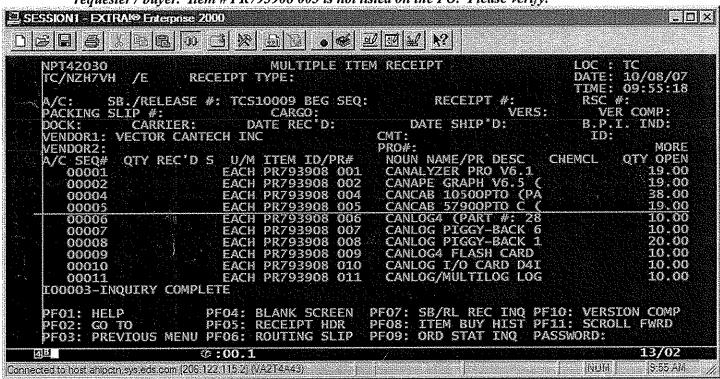
Date: October 9, 2007

| To:       | Vector |          | DCN: | 234867   |
|-----------|--------|----------|------|----------|
| Invoice N | umber: | 90101039 | P.O: | TCS10009 |

We are unable to process the attached invoice due to the following:

Requester e-mail address: kevin.s.kidston@gm.com

Invoice does not match ITEM ID/PR # as shown on purchase order. Supplier needs to contact the requester / buyer. Item # PR793908 003 is not listed on the PO. Please verify.



# If you issue a revised invoice please forward to:

GM Financial Shared Services Acquisition Business Process c/o OLIMPIC Receipting PO Box 63490 Phoenix, AZ, 85082-3490

Thank You,

Nikki Quickel

Any inquiries regarding the above, contact : fss invoice\_processing@gm.com





EACH

General Motors Corporation

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PAGE

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USER

REBECCA

DEGENFECDER

00020 00019 00003 NET SEQUENCE ö GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M\C 482-B29-D84
DETROIT MI
148265-2000 VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI ORDERED General Motors Corporation 0 0 DAY PR793908 PR793908 PR793908 ITEM IDENTIFICATION NO. 유 2ND 003 019 MONTH 020 USU SIHI MAINTENANCE FOR OPTION .LIN (PART #: MA-COE.LIN) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 ### ### MAINTENANCE AGREEMENT CANOE (PART #: KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 CANCARDXL V1.0 (PART#: 07100) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290 ### THIS ITEM HAS BEEN CANCELED ORIGINAL TERMS APPLY. REVISION TO ORIGINAL PO REFERENCE REVISED QUOTE ### THIS ITEM HAS BEEN CHANGED S NOUN NAME THIS ITEM HAS BEEN CANCELED ### SPOT ORDER IS LISTED IN THE FOLLOWING DOLLAR (UNITED STATES) INVOICE SHP TO: On the revirus side lettord are the terms and conditions to which Scitiz agrees by acceptance of this order. This order, including the terms and conditions on the face and reverse side heard, contains the complete and final agreement between Beyer and Scitics and no other agreement in any way modifying any of said terms and conditions will be binding upon the Beyer unless made in will be binding upon the Beyer unless made in will be binding and singed by Beyer's authorized representative.

If Government Contract Number is Shown Hereon, additional Terms and Conditions BUY TCS10009 HAS BEEN ittached Hereto Ö 48380-3726 US
INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM FSS ABP
PO BOX 63490, PHOENIX AZ
85082-3490 DESCRIPTION is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be O.B. DESTINATION UNLESS OTHERWISE INDICATED FREIGHT COLLECT IGM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1 NUMBER TO CORRECT 15023180 ### ALTERED DATE REQUIRED MACHINERY PRICING MA-COE) CURRENCY S FOLLOWS  $\circ$  $\circ$ This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.

(2) copies of your packing slip must accompany each shipment. Do not Declare Valuation of Express Shipments or Insure Parce TAX CODE! % Invoices. Item Identification Number(s) must be shown on Packing Slips and Invoice Attn: Accounts Payable ALTERATION ISSUE DATE ALTERATION EFFECTIVE 09717/07 09/17/07 09/05/07 ORDER DATE 0.00% 0.00% 0.00% REFER ORDER: TCS10009 001 ### PURCHASE J WWW.GMSUPPLYPOWER.COM BASE UNIT PRICE

PHONE: 313-667-3963
R. DEGENFELDER
PA11
Buyer

PRICE UNIT OF

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|  |   |                          | PR793908 02     | ITEM IDENTIFICATION | Y OF 2ND MONTH        |  | ARD HILL PL   | BER 11-175-7   | ?-B29-D  | PURCHASING VAISSANCE CENTER            |             |
|  |   | WHO ORDERED:             | ### THIS IT     | NO. NOUN NAME       | NTH                   | agnes og agn | STE 550   | 464 INVOICE  | JS -   | - SHIP                                 |             |
|  |   | 248-343-7<br>(IDSTON 248 | HAS BEEN        | DESCRIPTION NI      | FREIGHT COLLEC        | on the recisal size, indoor are the terms and conditions on the transparement between Buyer and Seller and no other agree will be bedding upon the Buyer unless made in writing if Government Contract Number is Sho Attached Hereto Apply.  | PO BOX 6349 85082-3490 der it not binding with accepted Acceptang | TO: & EQUIP ONLY  MAIL INVOICE   | MILFORD MI<br>48380-3726<br>INVOICE FOR  | BLDG 7 DOCK                            | GM - MILFOR |
|  |   | 7290<br>3-343-7290       | ED ###          | RFQ<br>NUMBER DATE  | I<br>INLESS OTH       | and continues to whose same gives by exceptions the later and reverse side brech, contact littler agreement in any way modifying any of said in writing and signed by Buyer's authorized repressing Shown Hereon, additional Terms a   | PHOE  | VICES  | SERVIC   | MOTOR                                  | PROVING     |
|  |   |                          | #<br>09/28/07 C | REQUIRED TAX        | ERWISE INDICATED SH   | red, conflaint be complete and final gary of said terms and conditions Alignment of the conflaint and conditions and Terms and Conditions  | IX AZ US  | TIONS TO: Invoices. 48 874-4636 Do not D   | US Pack  | ##                                     | GROUNDS     |
|  | , |                          | 0.00%           | CODE/ %             | REFER TO              | 09/17/07  ALTERATION EFFECTIVE 09/17/07  | m   | Invoices, Invoice Attn: Accounts Payable Do not Declare Valuation of Ex Post.  | Number Must Appear ages and Bills of Lad opies of your packing Identification Number   | # A L T E                              | PURCHASE    |
|  |   | e wee                    | 674.0000        | BASE UNIT PRICE     | WWW.GMSUPPLYPOWER.COM | PURC   | PHONE: 313-667-<br>R. DEGENFELDER<br>PA11                         | Invoices.<br>Invoice Attn: Accounts Payable<br>Do not Declare Valuation of Express Shipments or Insure Parcel<br>Post. | This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.  (2) copies of your packing slip must accompany each shipment.  Item Identification Number(s) must be shown on Packing Slips and | ### A L T E R A T I O N ###            |             |
|  |   |                          | 00 EACH         | MULTIPLE MEASURE    | POWER.COM             | PURCHASING AGENT   | -667-3963<br>_DER<br><sub>Buyer</sub>                             | or Insure Parcel   | each shipment. Packing Slips and   | 001<br>###                             | PAGE 2      |

ப்ப் General Motors Corporation

LAST PAGE

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USER REBECCA DEGENFECDER

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
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INVOICE Ö MILFORD MI
48380-3726
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MAIL INVOICE: GM
PO BOX 63490, PH SERVICE STIONS TO: 248 874-4636

HILL PL STE 550 PHOENIX AZ

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This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Biyer:

On the reverse side hereof are the terms and conditions to which Saller agrees by acceptance of this order. This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final This order, including the terms and conditions on the face and one agreement between Boyer and Saller and one there agreement now way modifying any of said terms and conditions will be binding upon the Buyer unities make in writing and signed by Buyer's authorized representative.

ALTERATION ISSUE DATE

09/05/07 ORDER DATE

PA 1

PHONE: 313-667-396

**PURCHASE** 

TCS10009

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MACHINERY This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.

(2) copies of your packing slip must accompany each shipment. nvoices. Item Identification Number(s) must be shown on Packing Slips

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| EACH             | 5051.2000                             | , c 0.00%                    | CANAPE GRAPH V6.5 (PART #: 03047) KEVIN KIDSTON 248-343-7290   | PR793908 002                          | 19                  | 00002  |
|------------------|---------------------------------------|------------------------------|--|---------------------------------------|---------------------|--|
|                  |                                       |                              | GM MPG - BLDG. 16 MILFORD, MI 48380 483<br>ATTN: KEVIN KIDSTON,<br>WHO ORDERED: KIDSTON 248-343-7290   |                                       |                     |  |
| EACH             | 2646.0000<br>50,274                   | C 0.00%                      | CANALYZER PRO V6.1 (PART#: 02177) KEVIN KIDSTON 248-343-7290 DELIVER TO: KEVIN KIDSTON   | PR793908 001                          | 19                  | 00001  |
|                  |                                       |                              | REFERENCE QUOTE# 15022736 REV 3  | \<br>\                                |                     |  |
|                  |                                       | ECH AND                      | THIS PURCHASE IS GOVERNED BY GM'S SOFTWARE LICENSE AGREEMENT SIGNED BY AND BETWEEN VECTOR CANTECH AND GENERAL MOTORS EFFECTIVE 10/1/03   |                                       |                     | West of the second seco |
|                  |                                       |                              | GM CONTACT: KEVIN KIDSTON 248-343-7290 VECTOR CANTECH: MARC SEMMA 248-449-9290   |                                       |                     |  |
|                  |                                       | NCY                          | USD DOLLAR (UNITED STATES)   |                                       |                     |  |
| PRICE UNIT OF    | BASE UNIT PRICE                       | TAX CODE/ %                  | O. NOUN NAME DESCRIPTION NUMBER DATE REQUIRED  | ITEM IDENTIFICATION NO.               | QUANTITY<br>ORDERED | ITEM<br>SEQUENCE   |
| OWER.COM         | VIA<br>REFER TO WWW.GMSUPPLYPOWER.COM | SHIP                         | F.O.B. DESTINATION UNLESS OTHERWISE INDICATED FREIGHT COLLECT  | <sup>AS</sup><br>2ND DAY OF 2ND MONTH | TERN                | PAYMENT<br>NE T  |
| PURCHASING AGENT | 04000                                 | ALTERATION EFFECTIVE<br>DATE | agreement between Buyer and Salier and no other agreement it may way modifying any of said terms and conditions will be be indied good not be Buyer unleas made in writing and signed by Buyer's authorized representative.  If Government Contract Number is Shown Harson, additional Terms and Conditions Attached Hereto Apply. |                                       |                     |  |

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USER

WHO ORDERED: KIDSTON 248-343-7290

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SHP TO:

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INVOICE ö GM - MILFORD PROVING GROUNDS

NA VALIDATION CENTER

3300 GENERAL MOTORS RD

BLDG 7 DOCK 1

MILFORD MI

[48380-3726]

WILFORD MI

[48380-3726]

[INVOICE FOR SERVICE, MACHINERY

& EQUIP ONLY. QUESTIONS TO:

CUSTOMER SERVICE 248 874-4636

MAIL INVOICE: GM FSS ABP

PO BOX 63490, PHOENIX AZ

85082-3490

US

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.

On the reverse side betted are the terms and conditions to which Stilter agrees by acceptance of this order. This order, including the terms and conditions on the face and reverse side bench, contains the complete and it suggests and so that greatment between Buyer and Stilter and no other agreement in any way modifying any of said terms and conditions will be shirtly upon the Buyer unless made in writing and signed by Buyer's substrated representative.

If Government Contract Number is Shown Herson, additional Terms and Conditions Attached Horsto Apply.

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VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI
48375

PURCHASE

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ORDER. TCS10009

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|---------------------------|-----------------------|---------------------------------------|
|                           | ORDER DATE            | PHONE: 313-667-3963                   |
| - 4- 2<br>- 2-<br>- 3- 3- | 09/05/07              | R. DEGENFELDER                        |
| <u> </u>                  | ALTERATION ISSUE DATE | PA11 Buyer                            |
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| กร                        | DAIR                  | PURCHASING AGENT                      |
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| REBECCA DEGENFECDER | PR793908 007  | PR793908 006   | PR793908 005  | PR793908 004   | PR793908 003  | ITEM IDENTIFICATION NO. | DAY OF 2ND MONTH                       |
| ECDER               | CANLOG PIGGY-BACK 6255 (PART #:<br>KEVIN KIDSTON 248-343-7290<br>WHO ORDERED: KIDSTON 248-343-729 | CANLOG4 (PART<br>KEVIN KIDSTON<br>WHO ORDERED: K       | CANCAB 57900PTO<br>KEVIN KIDSTON 2<br>WHO ORDERED: KID          | CANCAB 10500PTO (PART #: 22066)<br>KEVIN KIDSTON 248-343-7290<br>WHO ORDERED: KIDSTON 248-343-7290 | CANCARDXL V1.0<br>KEVIN KIDSTON<br>WHO ORDERED: KI          | NOUN NAME               |  |
| ORIGINAL            | -BACK 6255<br>N 248-343-<br>KIDSTON 24  | (T #: 28022)<br>NN 248-343-7290<br>KIDSTON 248-343-729 | )PTO C (PART #: 22051<br>NN 248-343-7290<br>KIDSTON 248-343-729 | )PTO (PART #<br>IN 248-343-<br>KIDSTON 24  | .0 (PART#: 07100)<br>N 248-343-7290<br>KIDSTON 248-343-7290 | DESCRIPTION             | FREIGHT CO                             |
|                     | (PART #: 28<br>7290<br>8-343-7290   | 7290<br>8-343-7290                                     | #: 22051)<br>7290<br>8-343-7290                                 | : 22066)<br>7290<br>8-343-7290   | 07100)<br>7290<br>8-343-7290                                | RFQ<br>NUMBER           | DESTINATION UNLESS OTHERWISE INDICATED |
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| PAGE 3              | 100.0000<br>1000  | 2260.0000<br>72600                                     | 4981.80<br>4981.80  | 7761.50  | 693.5000<br>13176.5D  | BASE UNIT PRICE         | TO WWW.GMSUPPLYPOWER.COM               |
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# **General Motors Corporation**

GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M\C 482-B29-D84
DETROIT MI
48265-2000 S

SHP TO:

VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI
48375 NVOICE Ö GM - MILFORD PROVING GROUNDS

NA VALIDATION CENTER

3300 GENERAL MOTORS RD

BLDG 7 DOCK 1

MILFORD MI

MILFORD MI

48380-3726
FOR SERVICE, MACHINERY

& EQUIP ONLY, QUESTIONS TO:

& EQUIP ONLY, QUESTIONS TO:

CUSTOMER SERVICE 248 874-4636

MAIL INVOICE: GM FSS ABP

PO BOX 63490, PHOENIX AZ 85082-3490 US QUESTIONS TO: "E 248 874-4636 br "FSS ABP DENTY S

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| 09/28/07 C 0.00% 1217.0000               | C                 |               | 09/2   | PR793908 013            |                       | 00013          |
| 28/07 C 0.00% 6762.0000<br>0048)         | ဂ                 |               | CANDELASTUDIO STANDARD V5.0 (PART #: 40048)<br>KEVIN KIDSTON 248-343-7290<br>WHO ORDERED: KIDSTON 248-343-7290         | PR793908 012            | ~ <del>~</del>        | 00012          |
| C 0,00%                                  | ဂ                 |               | 09/28/07<br>CANLOG/MULTILOG LOGVIEW (PART #: 28051)<br>KEVIN KIDSTON 248-343-7290<br>WHO ORDERED: KIDSTON 248-343-7290 | PR793908 011            | 10                    | 00011          |
| 8/07 C 0.00% 320.0000<br>\$200           | C                 | 8/07          | 09/28/07<br>CANLOG I/O CARD D4I4O (PART #: 28014)<br>KEVIN KIDSTON 248-343-7290<br>WHO ORDERED: KIDSTON 248-343-7290   | PR793908 010            | 10                    | 00010          |
| 09/28/07 C 0.00% 250.0000<br>28019) 2500 | C                 |               | 09/:<br>CANLOG4 FLASH CARD 64 MB (PART #: 28019<br>KEVIN KIDSTON 248-343-7290<br>WHO ORDERED: KIDSTON 248-343-7290     | PR793908 009            | 10                    | 00009          |
| 28/07 C 0.00% 2040                       | C                 |               | 09/28/07<br>CANLOG PIGGY-BACK 1050 (PART #: 28015)<br>KEVIN KIDSTON 248-343-7290<br>WHO ORDERED: KIDSTON 248-343-7290  | PR793908 008            | 20                    | 80000          |
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# General Motors Corporation

GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M\C 482-B29-D84
DETROIT MI
48265-2000 S

SHP TO:

GM - MILFORD PROVING GROUNDS

NA VALIDATION CENTER

3300 GENERAL MOTORS RD

BLDG 7 DOCK 1

MILFORD MI

MILFORD MI

48380-3726

INVOICE FOR SERVICE, MACHINERY

8 EQUIP ONLY. QUESTIONS TO:

MAIL INVO PO BOX 63 85082-349 R SERVICE, MACHINERY
LY. QUESTIONS TO:
RVICE 248 874-4636
E: GM FSS ABP

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VENDOR NUMBER 11-175-7464 VECTOR CANTECH INC 39500 ORCHARD HILL PL STE NOVI MI 48375

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| South the executed on acknowledgment copy which should be constituted to which Seller agrees by acceptance of this order, and on the face and reverse side hereof, contains the complete and final are agreement in any way modifying any of said farms and conditions writing and sipseld by Boyer's suchonized representative. Its Shown Haraon, additional Terms and Conditions is Shown Haraon, additional Terms | 09/05/07 ALTERATION EFFECTIVE | PA11                     | BUYER  BUYER  PURCHASING AGENT |
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| .0 (PART #: 40050)<br>-7290<br>48-343-7290   | 0.00%                         | 13560.0000               | EACH                           |
| 09/28/07 C<br>6.1 (PART #: 11135)<br>-7290<br>48-343-7290  | 0.00%                         | 1890.0000                | E ACH                          |
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| 09/28/07 C<br>: 22047)<br>-7290<br>48-343-7290   | 0.00%                         | 228.0000<br>US6          | EACH                           |

|                    |               | PAGE 5                   | CONTINUE          |                      | ORIGINAL  | DEGENFECDER         | REBECCA DEGEN           | USER        | A005210             | ΑÖ   |
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| EACH               | <u> </u>      | 2388.0000                | 0.00%             | 09/28/07 C           | 09  | :                   | PR793908 018            |             | 00018               | 00   |
| EACH               |               | 228.0000<br>US6          | 0.00%             | 09/28/07 C           | 09.<br>CAB 7259MAG (PART #: 22047)<br>IN KIDSTON 248-343-7290<br>ORDERED: KIDSTON 248-343-7290                            |                     | PR793908 017            | N           | 00017               | 00   |
| EACH               |               | 4050.0000                | 0.00%             | /28/07 C<br>: 11141) | 09/28/07 CCANOE/DENOE OPT .FLEXRAY V6.1 (PART #: 11141) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290      |                     | PR793908 016            | and         | 00016               | 00   |
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| E V                |               | 13560.0000               | 0.00%             | 09/28/07 C<br>40050) | CANDELASTUDIO ADMIN V5.0 (PART #: 400)<br>KEVIN KIDSTON 248-343-7290<br>WHO ORDERED: KIDSTON 248-343-7290                 |                     | PR793908 014            |             | 00014               | 00   |
|                    |               |                          |                   |                      | MAINTENANCE AGREEMENT<br>CANDELASTUDIO(PART#:MA-CDS-S)<br>KEVIN KIDSTON 248-343-7290<br>WHO ORDERED: KIDSTON 248-343-7290 | MAIN<br>CAND<br>WHO |                         |             |                     | į    |
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| COM                | OWER.         | TO WWW.GMSUPPLYPOWER.COM | SHIP VIA<br>REFER | HERWISE INDICATED    | FREIGHT COLLECT   | 로                   | DAY OF 2ND MONTH        | 8           | PAYMENT TERMS NET 2 | Z -J |

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SHP TO:

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1

INVOICE TO: MILFORD MI
48380-3726
A EQUIP ONLY. QUESTION
CUSTOMER SERVICE 248 8
MAIL INVOICE: GM FSS /
PO BOX 63490, PHOENIX N US MACHINERY IONS TO: 8 874-4636

85082-3490

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ORDER: TCS10009

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Invoice Attn: Accounts Payable Invoices.

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|                     | Walter State Control of the Control |                         | FLEXCARD CYCLO<br>KEVIN KIDSTON<br>WHO ORDERED: P | CARD CYCLONE II / E-RAY (PART N KIDSTON 248-343-7290 ORDERED: KIDSTON 248-343-7290                    | #: 31318)                    |             | 4.                       |               |
| 00019               |   | PR793908 019            | MAINTENANCE AGENTON KEVIN KIDSTON WHO ORDERED: K  | REEMENT CANDE (PART<br>248-343-7290<br>IDSTON 248-343-7290  | 09/28/07<br>#: MA-COE)       | C 0.00%     | 1987.0000                | EACH          |
| 00020               | _   | PR793908 020            | MAINTENANCE FO<br>KEVIN KIDSTON<br>WHO ORDERED: P | MAINTENANCE FOR OPTION .LIN (PART<br>KEVIN KIDSTON 248-343-7290<br>WHO ORDERED: KIDSTON 248-343-7290  | 09/28/07 C<br>#: MA-COE.LIN) | C 0.00%     | 453.0000<br>3 4-ㅎ0       | EACH          |
| 00021               |   | PR793908 021            | MAINTENANCE FO<br>KEVIN KIDSTON<br>WHO ORDERED: P | MAINTENANCE FOR OPTION FR (PART #:<br>KEVIN KIDSTON 248-343-7290<br>WHO ORDERED: KIDSTON 248-343-7290 | 09/28/07<br>: A-COE.FR)      | C 0.00%     | 972.0000                 | E AC          |
|                     |   |                         | CUSTOMS-TRADE                                     | PARTNERSHIP AGAINST CONTRACT CLAUSE   | TERRORISM (C-TPAT            | C-TPAT)     |                          |               |
|                     |   |                         | SPECIAL TERM                                      | TERM (U.S.) - C-TPAT  |                              |             |                          |               |
|                     |   |                         | FOR SELLER'S (<br>STATES, SELLER                  | FOR SELLER'S GOODS TO BE IMPORTED INTO THE UNITED STATES, SELLER SHALL COMPLY WITH ALL APPLICABLE     | INTO THE UN<br>ALL APPLICAB  | EED         |                          |               |
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Item Identification Number(s) must be shown on Packing Slips and (2) copies of your packing slip must accompany each shipment. This Number Must Appear On All Invoices, Packing Slips, Packages and Bills of Lading.

Do not Declare Valuation of Express Shipments or Insure Parcel

| _       | Post.                 |                                |
|---------|-----------------------|--------------------------------|
|         | ORDER DATE            | PHONE: 313-667-3963            |
|         | 09/05/07              | R. DEGENFELDER                 |
| 8       | ALTERATION ISSUE DATE | PA11 Buyer                     |
| Titta i | ALTERATION EFFECTIVE  | MadelManuserrerere             |
| S)      | DATE                  | PURCHASING AGENT               |
| Ö       | SHIP VIA              |                                |
|         | REFER TO              | REFER TO WWW.GMSUPPLYPOWER.COM |

MEASURE

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| STATES CUSTOMS SERVICE'S CUSTOM-TRADE PARTICULATIONS SERVICE'S CUSTOMS SERVICE'S CUSTOM-TRADE PARTICULATION OF THE STATES CUSTOMS SERVICE'S CUSTOMS. USTREAS.GOV/ENFORCEM/TPAT.HTM). AT BUYER'S OR THE CUSTOMS SERVICE'S REQUEST, SELLER SHALL CERTIFY IN WRITING ITS COMPLIANCE WITH THE FOREGOING. SELLER SHALL INDEMNIFY AND HOLD BUYER HARMLESS FROM AND AGAINST ANY LIABILITY, CLAIMS, DEMANDS OR EXPENSES (INCLUDING ATTORNEY'S OR OTHER PROFESSIONAL FEES) ARISING FROM OR RELATING TO SELLER'S NONCOMPLIANCE. (AT 6/20/02)  IMPORTANT NOTICE: EFF. JAN 13/06 SIGNIFICANT CHANGES HAVE BEEN MADE TO THE GMNA SHIPPING INSTRUCTIONS. PLEASE REVIEW FOR CARRIER UPDATES. NON-COMPLIANCE TO THESE INSTRUCTIONS BACK TO THE SUPPLIER.  SHIPPING INSTRUCTIONS CAN BE FOUND AT WWW.GMSUPPLYPOWER.COM UNDER GM LINKS / LOGISTICS SHIPPING INFORMATION.  AS A USER TO ACCESS THIS INFORMATION. | DESCRIPTION REQ. REQ. NOUN NAME DESCRIPTION REQ. |
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Invoice Attn: Accounts Payable

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| IOENIX AZ   | 09/05/07                     | R. DEGENFELDER          | 67-3963<br>ER    |
|---|------------------------------|-------------------------|------------------|
| cuted on acknowledgment copy which should be seller agrees by acceptance of this order. se side hereof, contains the complete and final | ALTERATION ISSUE DATE        | PA11 Buy                |                  |
| , modifying any of said terms and conditions byer's authorized representative.  Additional Terms and Conditions                         | ALTERATION EFFECTIVE<br>DATE | PURCHAS                 | PURCHASING AGENT |
| SS OTHERWISE INDICATED  | SHIP VIA<br>REFER TO         | D WWW.GMSUPPLYPOWER.COM | OWER.COM         |
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| .UDE THE FOLLOWING:   | NG:                          |                         |                  |
| ALL BLANKET ORDERS  | ERS                          |                         |                  |
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| 11 948-874-4636   |                              |                         |                  |

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Invoice Attn: Accounts Payable

Do not Declare Valuation of Express Shipments or Insure Parcel Post.

| phed. Acceptance should be executed on acknowledgment copy which should be replaced, and conditions to which Seller agrees by acceptance of this order. conditions on the face and severas side herest, contains the complete and final of no other agreement to any way modifying any of said terms and conditions made in writing and digned by Buyer's authorized representative and conditions made in writing and digned by Buyer's authorized representative. | ALTERATION EFFECTIVE  ALTERATION EFFECTIVE | PURCHASING AGENT                      | Buyer HASING AGENT |
|---|--|---------------------------------------|--------------------|
| DESTINATION UNLESS OTHERWISE INDICATED  | SHIP VIA<br>REFER TO                       | O WWW.GMSUPPLYPOWER                   | OWER.COM           |
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| I FOUND ON THIS ORDER EXCE<br>INTIFIED BELOW. FOR THOSE<br>I, PLEASE CONTINUE TO FOLL<br>ISTRUCTIONS FOUND ON THIS  | STATES ORDER.                              |                                       |                    |
| RECT PAY PERMIT OR SALES T<br>THE STATES, OR GM LOCATIO<br>RE GM HOLDS DIRECT PAY AUT   | AUTHORITY:                                 |                                       |                    |
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INVOICE

CUSTOMER SERVIC

Ö

VENDOR NUMBER 11-175-7464 VECTOR CANTECH INC 39500 ORCHARD HILL PL STE NOVI MI 48375 550

SHP TO:

Ö GM - MILFORD PROVING GROUNDS

NA VALIDATION CENTER

3300 GENERAL MOTORS RD

BLDG 7 DOCK 1

MILFORD MI

MILFORD MI

48380-3726

INVOICE FOR SERVICE, MACHINERY

8 EQUIP ONLY: QUESTIONS TO: 248 874-4636 FSS ABP MACHINERY

MAIL INVOIC PO BOX 6349 85082-3490 BOX 63490, PHOENIX AZ

S

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be executed on acknowledgment copy which should be reverse and acceptance of this order. On the reverse and acceptance of this order. This order, including the terms and conditions on the face and everse acids hereof, contains the complete and fit agreement harvest series hereof, contains the complete and fit agreement and way mostlying any of said strong and explain will be abinding upon the copyer unless made in writing and signed by Skyr's subscitzed representative. If Government Contracts Number is Shown Hereon, additional Terms and Conditions Attached Heresto Apply.

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**ORDER:** TCS10009

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|------------------|----------------------|-------|----------------------------|-----------------------|------------|
| PURCHASING AGENT |                      |       | Buyer                      | GENFELDER             |            |

|  | SEQUENCE                | NET                   | Nava v o  |
|--|-------------------------|-----------------------|---|
|  | QUANTITY<br>ORDERED     | 2ND                   |   |
|  | ITEM IDENTIFICATION NO. | DAY OF 2ND MONTH      |   |
| FURTHER, IF THIS ORDER RELATES TO THE CONSTRUCTION CONTRACT FOR REAL PROPERTY, ALL APPLICABLE SALES AND USE TAXES ARE THE RESPONSIBILITY OF THE CONTRACTOR (WITH THE EXCEPTION OF TEXAS), AND SHOULD BE INCLUDED IN THE CONTRACTOR'S BID AS REQUIRED PURSUANT TO SECTION 3.9 AND SECTION R3.2 OF THE GM1638 (05/05) OR SECTION 6 OF THE GM1638A (08/02), UNLESS THE RESPONSBILITY FOR PAYMENT OF SALES & USE TAXES ARE OTHERWISE SPECIFICALLY OUTLINED IN THE CONTRACT. WITH ROUSTRUCTION CONTRACT FOR RELATES TO A CONSTRUCTION CONTRACT FOR RELATES TO A CONTRACTOR SHOULD ISSUE ALL CONTRACTS AS SEPARATED CONTRACTS AND AS SUCH SHOULD NOT INCLUDE SALES TAX IN THE COST OF INCORPORATED MATERIALS OR EQUIPMENT. IN ADDITION, THE CONTRACTOR SHOULD NOT BILL GM (GENERAL MOTORS CORPORATION ONLY) FOR SALES TAX ON THE SEPARATED COSTS OF MATERIAL OR LABOR. GM WILL ACCRUE AND REMIT THE APPROPRIATE SALES TAX DIRECTLY TO THE STATE OF TEXAS UNDER THE DIRECT PAY PERMIT. ** * * * * * * * * * * * * * * * * * ANY QUESTIONS ON THE ABOVE SHOULD BE DIRECTED TO THE FOLLOWING:  ** SUCH SHOULD BE DIRECTED TO ** DISBURSEMENT SERVICES - CUSTOMER COMMUNICATION CENTER   | DESCRIPTION             | FREIGHT CO            | DESTINATION SINIESS   |
| PMENT.  STARE STARE STARE STARE STARE STARE STARE STARE STARE TO *  TO * | TAX CODE/ %             | REFER                 | CUID VIA  |
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ALTERATION ISSUE DATE

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R. DEGENFELDER

09/05/07 ORDER DATE

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Do not Declare Valuation of Express Shipments or Insure Parcel

|  | QUANTITY<br>ORDERED                        | 2ND DAY                  |
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|  | ITEM IDENTIFICATION NO.                    | Y OF 2ND MONTH           |
| PHONE: (248) 874-4636  * * * * * * * * * * * * * * * * * * *   | NOUN NAME DESCRIPTION NUMBER DATE REQUIRED | FREIGHT COLLECT          |
| * * * * * * *  TO BE PAID  TEMS.  TO BE PAID  RACTS  CONTRACTOR FOR  LLER IS A U.S.  FEDERAL LAWS,  ICABLE TO SELLER  ITRACTORS,  TIVE ORDER 11246,  60-250.5);  NTAGRAPHS (1)  INTAGED BUSINESS  52.219.9);  RNS OPERATING  1.805); AND  SINESS CONCERNS  -03 | TAX CODE/ %                                | REFER                    |
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GENERAL MUTURS COMBENERAL MUTURS COMBENERAL PURCHASING 200 RENAISSANCE CENTER MAC 482-B29-D84 48265-2000 BOX 200 M\C DETROIT MI

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NOVI MI 48375 VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550

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SHP TO: GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1

MILFORD MI 48380-3726 INVOICE FOR S EQUIP ONLY. SERVICE Y. QUESTI MACHINERY

INVOICE Ö CUSTOMER SERVICE MAIL INVOICE: GM PO BOX 63490, PH 85082-3490 PHOENIX AZ 248 874-4636 FSS ABP

This order is not binding until secepted. Acceptance is hould be executed on acconvelogment copy which returned to Buyer.

On the reverse slide hereof are the terms and coaditions to which Salter agrees by acceptance of this or This order, including the terms and coadition on the face and reverse slide hereof, contains the complete agreement between Buyer and Salter and no other agreement in any modifying any of said terms and coaditions. Will be binding upon the Buyer and Salter and no other spreament in any ways modifying any of said terms and will be binding upon the Buyer unless made in writing and eight by Buyer actionized representative.

If Government Contract Number is Shown Hereon, additional Terms and Cond. Attached Hereon Anniv.

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| ファンフトファファフ                            | 00/01/03              | ?            |
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| PAYMENT TERMS NET 2 | 8                   | DAY OF 2ND MONTH        |  | F.O.B. DESTINATION UNLESS OTHERWISE INDICATED FREIGHT COLLECT  | REFER             | TO WWW.GMSUPPLYPOWER.COM   | OWER. COM     |
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|                     |                     |                         | INCLUDING BURNEY OF THE SPECIFICATION OF SOVERNMENTAL            | INCLUDING BUT NOT LIMITED TO PRINTS, ROUTINGS AND SPECIFICATIONS ASSOCIATED WITH THIS REQUEST FOR QUOTATION OR PURCHASE CONTRACT WITHOUT THE PROPER GOVERNMENTAL AUTHORIZATIONS. | OR OPER           |  |               |
|                     |                     |                         | SUPPLIER HELP DESK<br>EQUIPMENT PURCHASIN<br>BUSINESS HOURS AT 1 | FOR GM INDIRECT/MACHINERY<br>G AVAILABLE DURING DETROIT<br>-888-376-6115 AND ON-LINE   | AT                |  |               |
|                     |                     |                         | DISBURSEMENT   | ELATED TO PAYMENT ISSUES, PLEASE CONTACT<br>TS AT 248-874-4636.  | ONTACT            |  |               |
|                     |                     |                         | TERMS AND CO   | WMS AND CONDITIONS SEPTEMBER 2004, APPLY WHICH SUPPLIER HAS RECEIVED A COPY.   |                   |  |               |
|                     |                     |                         |  |  |                   |  |               |

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Suite 550 39500 Orchard Hill Place Novi, MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

Shipment address:

Bldg 7 Dock 1

Milford MI 48380

NA Validation Center

GM-Milford Proving Grounds

3300 General Motors Road

Attn: Kevin Kidston (248)343

# Order Confirmation 84777 09/12/2007

Mr. Kevin Kidston EGM Hybrid Controls X-Mode Programs M/ C 483-316-100 General Motors Corporation 3300 General Motors Road Milford MI 48380

Phone : +1 248 343 7290 Fax : +1 248 685 6170

E-Mail: kevin.s.kidston@gm.com

PO Number: TCS10009

Dear Mr. Kidston,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

Vector offers a CAN (D-Sub9) to J1962 (OBDII) diagnostic cable.

Ask our sales department for more details!

| Item | Qty               | PartNr.                  | Description                           | Pr | ice(USD) | Lin      | eTotal (USD)            |
|------|-------------------|--------------------------|---------------------------------------|----|----------|----------|-------------------------|
| 1000 | <b>19</b><br>Disc | <b>02177</b><br>ount [%] | <b>CANalyzer pro V6.1</b><br>40.00- % | \$ | 4,410.00 | \$<br>\$ | 83,790.00<br>33,516.00- |
|      |                   |                          |                                       |    |          | \$       | 50,274.00               |

PR793908 001 Vendor 11-175-7464

Software tool for ECU analysis and testing of distributed systems. Database support for symbolic access to the bus communication and to the analysis of signal values in Trace window, Data window, Graphic window, Statistics window and Bus Statistics window. Creation of display panels. Transmission, logging, replay, triggering, filtering and offline analysis of the bus traffic. CAPL programming to develop user defined functions. Windows COM interface for connecting to other tools. For Windows 2000/XP/Vista (Vista only for CAN and LIN and when User Account Control (UAC) is deactivated). Special functions: Entire CAN communication support. Diagnostic interpretation based on CANdela description files. CANdela Viewer to view CANdela description files.

SLS020104-1Rev4 Page 1/ 10

|      | Qty PartNr.   | Description  | Pric   | e(USD)  | Lir          | neTotal(USD)            |
|------|---|--|--|---|--------------|-------------------------|
| 2000 | <b>19 03047</b> Discount [%]  | <b>CANape V6.5</b> 20.00- %  | \$   | 6,314.00  | <b>\$</b>    | 119,966.00<br>23,993.20 |
|      |   |  |  |   | \$           | 95,972.80               |
|      | visualization<br>Supported pro<br>Integrated A<br>to execute d<br>Calibration I<br>of Video/Aud                               | system for electronic control units. Men<br>n and evaluation, flash programming and<br>otocols are CAN, LIN, Flexray, CCP, XCP<br>SAP2 database editor, updater and merge<br>iagnostic services in the ECU based on o<br>Data Management to manage parameter set<br>io and GPS data. Designed for Windows 20<br>and LIN and if User Account Control (U | parameter calib<br>, KWP2000 (CAN,<br>r. "Diagnostic F<br>CDD or ODX 2.0 d<br>s. Recording and<br>000/XP/Vista. Vi | ration.<br>K-Line).<br>eature Se<br>atabase.<br>evaluati<br>sta suppo | et"<br>on    |                         |
| 2000 | -   |  |  |   | <b>.</b>     | 12 070 00               |
| 3000 | <b>19                                    </b>   | CANcardXL V1.0<br>5.00- %  | \$   | 730.00  | \$<br>\$     | 13,870.00<br>693.50-    |
|      |   |  |  |   | \$           | 13,176.50               |
| 4000 | Included: Lil   | 000 and 1 microcontroller ATMEL AT91R400 brary and driver for Windows 2000 and X ilable: CANcabs, LINcabs.  CANcab 1050opto  | Р.   |   |              |                         |
| 4000 |   |  | \$   | 215.00  | \$           | 8,170.00                |
| 4000 | Discount [%]  | 5.00- %  | \$   | 215.00  | \$<br>\$     | 8,170.00<br>408.50-     |
| 4000 | Discount [%] PR793908 004   | 5.00- %  | \$   | 215.00  | \$<br>\$<br> |                         |
| 4000 | PR793908 004 Vendor 11-175-74 CAN connection  | 5.00- %  |  | 215.00  | \$           | 408.50-                 |
| 5000 | PR793908 004 Vendor 11-175-74 CAN connection transceiver 19 22051   | 5.00- %  164  on cable for CANcardXL including one Ph TJA1050. Opto decoupled.  CANcab 5790opto c  |  | 215.00<br>276.00  | \$           | 7,761.50<br>5,244.00    |
|      | PR793908 004 Vendor 11-175-74 CAN connection  | 5.00- %<br>164<br>on cable for CANcardXL including one Ph<br>TJA1050. Opto decoupled.  | ilips high speed   |   | \$           | 7,761.50                |
|      | PR793908 004 Vendor 11-175-74 CAN connection transceiver  19 22051 Discount [%]  PR793908 005 Vendor 11-175-74 CAN connection | 5.00- %  164  on cable for CANcardXL including one Ph TJA1050. Opto decoupled.  CANcab 5790opto c  5.00- %   | ilips high speed<br>\$   |   | \$           | 7,761.50<br>5,244.00    |

SLS020104-1Rev4 Page 2 / 1

| Item | Qty                                       | PartNr.  | Description  | Pr  | ice(USD)  | Lin      | eTotal(USD)          |
|------|---|--|--|---|---|----------|----------------------|
| 6010 | 1<br>Disc                                 | <b>11135</b><br>ount [%]   | CANoe/DENoe Opt .LIN V6.1<br>25.00- %  | \$  | 2,520.00  | \$<br>\$ | 2,520.00<br>630.00   |
|      | Vend                                      | 3908 0015<br>or 11-175-7464  |  |   |   | \$       | 1,890.00             |
|      | S<br>S<br>C<br>t<br>(<br>g<br>U<br>n<br>( | pecial function pecifications: 00L-LIN (now conclined LIN Descript LDFs). Function lenerating LIN lser-defined tendes. Creation XL hardware resections | /DENoe version with LIN functionality. ns: Entire LIN communication support. Supp LIN1.3 (also TOYOTA standard), LIN2.x (al alled COOLING). Simulation & analysis of L ion File (LDF). Viewing & analysis of LIN ns for modeling Master & Slave nodes. Crea schedule tables. Interactive manipulation st case definition, control & reporting fu and execution of LIN conformance tests fo quired). Stimulation of protocol errors an spectively (Stress Feature Set). | so SAE J<br>IN netwo<br>Descript<br>ting, ed<br>of the s<br>inctions<br>or Master | 2602),<br>rks accordion Files<br>iting &<br>cheduler.<br>for LIN<br>and Slave | ing      |                      |
| 6020 | <b>1</b><br>Disc                          | <b>11141</b><br>ount [%]   | CANoe/DENoe Opt .FlexRay V6.1<br>25.00- %  | \$  | 5,400.00  | \$<br>\$ | 5,400.00<br>1,350.00 |
|      | Vend<br>U<br>S                            |  | /DENoe version with FlexRay functionality.<br>ns: Entire FlexRay communication support.  |   | of a FIBEX  | \$       | 4,050.00             |
| 7000 | P<br>I<br>0                               | hilips SJA1000<br>ncluded: Libra   | CANcardXL V1.0 (License Key) pe II)with 2 CAN/LIN channels. Integrated and 1 microcontroller ATMEL AT91R4008. ry and driver for Windows 2000 and XP. ble: CANcabs, LINcabs. ( 15351 )  | are 2 CA  | N controlle   | er       |                      |
| 8000 | <b>2</b><br>Disc                          | <b>22047</b><br>ount [%]   | <b>LINcab 7259mag</b> 5.00- %  | \$  | 240.00  | \$<br>\$ | 480.00<br>24.00      |
|      | PR79:                                     | 3908 0017  |  |   |   | \$       | 456.00               |
|      | V<br>a                                    | pplications be   | ith stress functionality. Suitable for 12V<br>tween 5 KBaud and 20 KBaud. Infineon LIN T<br>olated. Power supply either internal (12V)   | ransceiv  | er TLE7259.   |          |                      |
| 9000 | Vend                                      | <b>31318</b><br>3908 0018<br>or 11-175-7464<br>ARDBUS card fo  | <pre>FlexCard Cyclone II / E-Ray r sending and receiving of FlexRay frames,</pre>  | \$  | 2,388.00  | \$       | 2,388.00             |

 $SLS020104-1Rev4 \\ Page 3 / 1$ 

Qty Price(USD) LineTotal(USD) Item PartNr. Description

consists of:

- 1. Hardware FlexCard
- 32 BIT CARDBUS card
- FlexRay E-Ray Communication Controller
- Two FlexRay channels with FlexRay Physical Layer TJA1080
- Trigger input for hardware synchronisation with the Vector XL interface
- Trigger output for external devices (e.g. spectrum analyzer) Note: A CARDBUS compatible PCMCIA drive will be required when used with a Desktop PC.
- 2. Firmware
- Support of FlexRay protocol version 2.x
- Monitoring mode for receiving of FlexRay frames
- Node mode for receiving and sending of FlexRay frames
- 3. Driver-Dll
- For use of the FlexCard with Vector FlexRay tools. Supported OS: Windows 2000/XP
- 4. Programming library
- For the use of custom applications with the FlexCard
- 5. Cables
- cables to connect FlexCard with the FlexRay bus (D-SUB 9)

### 10000 **1** 40050

### CANdelaStudio Admin V5.0

\$ 13,560.00 \$

13,560.00

PR793908 0014

Vendor 11-175-7464

Development Tool for creation, modification and administration of CANdela diagnostic templates to implement manufacturer specific diagnostic requirements into a machine-readable XML-CANdela format. Report generator to RTF. Translation view and processing of non-western European data. We assure usability of modified templates for code generation ("CANdesc") or in other (Vector) Tools only for templates released by Vector. For Windows 2000/XP. Per-seat license.

Serialno.:

( 4005000075 )

### 11000 **1** 40048

CANdelaStudio Standard V5.0

\$ 6,762.00 \$

6,762.00

PR793908 0012

Vendor 11-175-7464

Development tool for registration of diagnostic description data for diagnostics via CAN. Use of document templates for implementation of customer specific diagnostic concepts. Uses XML format for description files and RTF format for the report generator files (readable with MS-Word). For Windows 2000/XP. Per-seat license.

Serialno.:

28022

( 4004800501 )

CANlog4

2,260.00 \$ 22,600.00

12000 **10** 

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| Item  | Qty  | PartNr.  | Description  | Pr              | ice(USD)              | Line | Total (USD) |  |  |
|-------|--|--|--|-----------------|-----------------------|------|-------------|--|--|
|       | PR793908 006  Vendor 11-175-7464  Data logger for CAN, supports up to five measurement channels and 2 MB logging memory. CAN transceivers for the channels 1-4 have to be ordered separately. Different trigger can be configurated via CANalyzer / CANoe version 3.1 or later.  Incl. CANlog cable CL4, USB cable with Binder 4-pin, software on CD and manual. |  |  |                 |                       |      |             |  |  |
| 12010 | PR7  |  | CANlog Piggy-Back 6255  CANlog3 and CANlog4. With one single- eiver Infineon TLE6255G ed busses.             | \$              | 100.00                | \$   | 1,000.00    |  |  |
| 12020 | PR7  |  | CANlog Piggy-Back 1050  CANlog3 and CANlog4. With one transceiver for CAN high speed busses.                 | \$              | 102.00                | \$   | 2,040.00    |  |  |
| 12025 | PR7  | •  | CANlog I/O Card D4I40  for CANlog3 and CANlog4; with four digita (0-45V) and four digital outputs ; 500 mA). | \$<br>1         | 320.00                | \$   | 3,200.00    |  |  |
| 12040 | PR7  |  | CANlog4 Flash card 64 MB  for storage of measurement data for CANlo ld in 2MB memory.                        | \$<br>g4. In ad | 250.00                | \$   | 2,500.00    |  |  |
| 13000 | PR7  | <b>28051</b><br>93908 011<br>dor 11-175-7464<br>Compact LCD inc<br>and Multilog. | CANlog/Multilog LOGview luding connecting cable and Binder 5-pin f   | \$<br>or CANlo  | 580.00<br>g3, CANlog4 | ·    | 5,800.00    |  |  |
| 15000 | 1  | MA-CDS-A   | Maintenance Agr. CANdelaStudio Adm.  | \$              | 2,440.00              | \$   | 2,440.00    |  |  |
| **    | Dis  | count [%]  | 100.00- %  |                 |                       | \$   | 2,440.00-   |  |  |
|       | Scope of services: Updates for software + options within the maintenance periode Maintenance costs: 18% of the software list price per licence and year Maturity: Due at the start of the maintenance period (2nd year after purchas Duration: At least 1 year   |  |  |                 |                       |      |             |  |  |

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Ttem Qty PartNr. Description Price(USD) LineTotal(USD)

Precondition: Actual software licence

With purchase of CANdelaStudio the maintenance for the 1st year is included. The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below.

16000 **1** MA-CDS-S Maintenance Agr. CANdelaStudio Std. \$ 1,217.00 \$ 1,217.00 \*\*

Discount [%] 100.00- % \$ 1,217.00-

Scope of services: Updates for software + options within the maintenance periode

Maintenance costs: 18% of the software list price per licence and year

Maturity: Due at the start of the maintenance period (2nd year after purchase)

Duration: At least 1 year

Precondition: Actual software licence

With purchase of CANdelaStudio the maintenance for the 1st year is included. The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below.

Total value \$ 238,412.60

**NOTE:** GeneralMotors specific adaptation and extensions for CANdelaStudio View, CANdelaStudio Standard for CANdelaStudio Pro.

The CANdela document template is managed by GM-Opel and available from Mr. Schieck (e-mail: rudi.schieck@de.opel.com).

A GM supplier certification by OPEL, GM North America or GM Holden is required by Mr. Schieck.

Upon receipt of PO, Vector will update and prorate contract # 4008319 for the additions of the LIN and FlexRay options to CANoe SN: 1112302793

### We deliver based upon the following Terms and Conditions:

Acceptance and delivery of this order is governed by Vector CANtech's Terms and Conditions, listed as Exhibit A, which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are also located at: http://www.vector-cantech.com/portal/medien/vector cantech/Vector Terms and Conditions.pdf

## Terms of payment:

Within 30 days without deduction

If paying by credit card, please note additional fees may be charged by your credit card company.

Delivery Terms: Products shipped 7-10 days upon receipt of order.

This quotation is valid for 30 days.

Shipping is FOB destination - USA only.

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Best Regards, Vector CANtech, Inc. Crystal Kahler

### EXHIBIT A: VECTOR STANDARD TERMS AND CONDITIONS

1. TERMS AND CONDITIONS. Vector CANtech, Inc. ("Vector") and Customer, its successors, assigns, affiliates, and representatives (hereinafter referred to as "Customer") agree that these Vector Standard Terms and Conditions (the "Vector Standard Terms and Conditions") govern Customer's Purchase Order or any other document that Customer may heretofore have sent or later send to Vector (collectively, the "Customer Documents"). Fulfillment of Customer's Purchase Order is expressly conditioned upon Customer's acceptance of these Vector Standard Terms and Conditions, which acceptance shall be deemed to occur upon the earlier of Customer's issuance of a Purchase Order upon receipt of these Vector Standard Terms and Conditions or Customer's failure to object in writing within ten (10) days after later receipt of the same notwithstanding: (i) the inclusion of different or additional terms and conditions on the Customer Document, (ii) Vector's shipment to Customer of the Vector Product set forth on the Customer Document, or (iii) Vector's acceptance of the purchase price set forth on the Customer Document. In any event, if there shall be any inconsistency or conflict between the Vector Standard Terms and Conditions and the Customer Document (including those terms appearing on the reverse side of, or as an attachment to, a Customer Document). Vector rejects such inconsistent or conflicting terms and the Vector Standard Terms and Conditions shall govern and control. In addition, the terms and conditions of the License Agreement (defined herein) and any Maintenance Certificate issued thereunder are hereby incorporated herein by reference, to the extent that the Vector Products are Vector Tool Software and/or Hardware.

### 2. ADDITIONAL DEFINITIONS.

- 2.1 "Order Confirmation" means Vector's confirmation of Customer's Purchase Order to which the Vector Standard Terms and Conditions are attached.
- 2.2 "Quote" means the offer sent by Vector to Customer in response to Customer's request for a quote, which shall be governed by these Vector Standard Terms and Conditions, even if the Quote does not reference these Vector Standard Terms and Conditions.
- 2.3 "License Agreement" means the Vector Tool License Agreement for the licensure of Vector Products that are Vector Tool Software and Hardware, both as defined therein.
- 2.4 "Purchase Order" means Customer's acceptance of the Quote.
- 2.5 "Vector Product" means the product, including Vector Tool Software and Hardware, ordered by Customer from Vector, which is described on the Order Confirmation or some other document issued by Vector in relation thereto.
- 2.6 "Invoice" means the document sent by Vector to Customer requesting payment for the Vector Product delivered to Customer.
- 3. MODIFICATION. The Vector Standard Terms and Conditions may not be modified, altered or added to except with Vector's prior written consent, signed by a duly authorized representative of Vector.

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- 4. **LICENSE.** Any Vector Product that is Vector Tool Software and Hardware licensed by Vector to Customer is subject to the License Agreement provided therewith. Customer agrees that it will be bound by the additional terms and conditions of the License Agreement prior to use of any Vector Product that is Vector Tool Software and/or Hardware. A copy of the License Agreement is available upon request.
- 5. **DELIVERY AND SHIPMENT.** Unless otherwise specified by Vector, all prices quoted are F.O.B. carrier at Vector's place of business. Upon delivery of the Vector Product to the carrier for shipment to Customer, all risk of loss, damage and other incidents of ownership shall immediately pass to Customer. Vector also reserves the right to ship the Vector Product on common carriers selected from those carriers having specific authority to serve Vector.
- 6. TAXES. Vector shall not in any event be liable or responsible for any taxes, assessments, duties or other governmental charges which may be imposed upon, levied against or claimed to be due from Customer and which are, or are asserted or claimed by Customer to be attributable in any manner or to any extent to the failure, neglect or refusal, or to the claimed or alleged failure, neglect or refusal, of Vector to ship or deliver the Vector Product at the time, in the quantity, and/or in the manner specified in the Vector Standard Terms and Conditions. To the extent legally permissible, all present and future taxes and duties imposed by any governmental authority that Vector may be required to pay or collect upon or with reference to the sale, purchase, transportation, delivery, storage, use, installation, testing, or importation of the Vector Product (except income taxes) shall be added to the purchase price and shall be paid by Customer to Vector.
- 7. PAYMENT/CUSTOMER'S FINANCIAL ABILITY. If Vector pays shipping costs for special shipping requests, including, but not limited to, requests for overnight shipping, Vector may, in its sole discretion, charge this additional cost to Customer by adding such cost to the total price of the Vector Product. Payment for the Vector Product, including such additional shipping costs, if any, is due net 30 days from date of the Invoice. If, at any time, Vector determines that Customer does not have satisfactory financial ability to perform under these Vector Standard Terms and Conditions, then Vector has the right to demand from Customer adequate assurances of due performance, payment in advance, a progression of payments in amounts reasonably satisfactory to Vector, or satisfactory security or a guarantee that invoices will be promptly paid when due. If Customer fails to comply with any such demand within seven (7) business days of Customer's receipt of such demand, Vector has the right to withhold further deliveries, to suspend performance hereunder, or to terminate Customer's order, and any unpaid amounts shall thereupon become immediately due.
- 8. INSOLVENCY. Vector may immediately cancel the Purchase Order without liability to Customer in the event of the happening of any of the following or any other comparable event: (a) insolvency of the Customer; (b) filing of a voluntary petition in bankruptcy by Customer; (c) filing of any involuntary petition in bankruptcy against Customer; (d) appointment of a receiver or trustee for Customer; or (e) execution of an assignment for the benefit of creditors by Customer.
- 9. **GRANT OF SECURITY INTEREST.** Customer grants to Vector a security interest in all of Customer's rights, title, and interest in and to the following, whether existing now or later, or in which Customer now has or later acquires an interest (the "Collateral"): (a) the Vector Product, including any license thereof, and any license of Vector Tool Software and Hardware granted pursuant to a License Agreement between Vector and Customer; and (b) all proceeds, products, derivatives, modifications, updates, and profits from any such Vector Product or license of Vector Product that is Vector Tool Software and/or Hardware granted pursuant to a License Agreement, and any accessions to the Vector Product. The Collateral secures Customer's full and prompt performance and payment to Vector of all obligations of Customer to Vector under

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these Vector Standard Terms and Conditions and any License Agreement between Vector and Customer. This security interest will be satisfied by payment in full. Customer agrees that it will cooperate with Vector to execute any document required by Vector to perfect its security interest in the Collateral.

- 10. CANCELLATION. Customer may not cancel the Vector Standard Terms and Conditions except by Vector's written consent. If Customer cancels the Purchase Order with or without Vector's consent, Customer may be liable for any loss (including loss of profit) suffered by Vector by reason of Customer's cancellation. In the event that Customer cancels the Purchase Order, Vector may demand that Customer pay, immediately upon such demand, the following amounts: (a) an amount equal to the price set forth in the Order Confirmation for Vector Products which prior to such cancellation have been completed in accordance with the Vector Standard Terms and Conditions and not previously paid for; (b) an amount equal to the costs of work-in-process and raw materials incurred by Vector in furnishing the Vector Product; and (c) an amount equal to Vector's lost profit. In the event of Customer's failure or refusal to accept the Vector Product, or other default either before or after delivery to carrier, Vector may, without notice, retain or repossess said Vector Product and require that Customer pay to Vector the full purchase price less an allowance for the difference, if any, between the purchase price and the then current value thereof.
- 11. **DELAYS.** Vector shall not be held liable or deemed in default if prevented from or delayed in performing any of the obligations of the Vector Standard Terms and Conditions by reason of an event or occurrence beyond its reasonable control, such as, by way of example and not by way of limitation, Customer delays, labor problems, or inability to obtain power, material, labor, equipment, or transportation.
- 12. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY. All Vector Products, including all rights, title and interest therein, shall remain the exclusive intellectual property of Vector. Vector Products that are Vector Tool Software and Hardware are, among other provisions, subject to the Intellectual Property Rights and Confidentiality provisions in the License Agreement. The structure, organization and/or code of the Vector Products are confidential information of Vector and shall neither be examined by Customer (or its employees) nor disclosed by Customer (or its employees) to any third parties, regardless of the reason. The Vector Products are protected by copyright, trade secret, and other intellectual property laws, including without limitation United States Copyright Laws and International Copyright Treaties. Customer shall not remove, modify, or destroy any proprietary markings of Vector affixed to or embedded within the Vector Products, including, but not limited to, legends and notice of Vector's ownership and title to trademarks, trade names, trade secrets, copyrights or patents placed upon or contained within the Vector Products. Customer agrees to reproduce all such markings upon or within authorized copies of the Vector Product.
- 13. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THE LICENSE AGREEMENT FOR THE VECTOR PRODUCTS THAT ARE VECTOR TOOL SOFTWARE AND HARDWARE, CUSTOMER ASSUMES THE ENTIRE RISK AS TO USE OF THE VECTOR PRODUCT AND ANY RESULTS GENERATED THEREBY. THE LIMITED WARRANTY IN SECTION 12 OF THE LICENSE AGREEMENT IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. VECTOR SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ANY WARRANTY FROM VECTOR, WHETHER GRANTED PURSUANT TO THE LICENSE AGREEMENT, OR BY LAW, SHALL BE VOID IF THE VECTOR PRODUCT IS MODIFIED AFTER ACCEPTANCE.
- 14. <u>LIMITATION OF LIABILITY AND INDEMNIFICATION.</u> AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES THAT VECTOR AND ITS AFFILIATES SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY DAMAGES WHATSOEVER RELATED TO THE VECTOR PRODUCT OR ANY RESULTS GENERATED

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THEREBY, INCLUDING ANY AMOUNTS REPRESENTING CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS, EXEMPLARY DAMAGES, OR PUNITIVE DAMAGES, INCLUDING COSTS OR DAMAGES RELATED TO PRODUCT RECALLS, PROGRAM DEVELOPMENT/PRODUCTION DELAYS, WORK STOPPAGES, OR PRODUCT LIABILITY. AS AN EXPRESS CONDITION TO INSTALLING AND/OR USING THE VECTOR PRODUCT, CUSTOMER AGREES TO INDEMNIFY VECTOR AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS AND DAMAGES INCURRED BY VECTOR, INCLUDING ATTORNEYS' FEES RELATED THERETO, THAT ARISE OR RESULT FROM AUTHORIZED OR UNAUTHORIZED USE, MISUSE OR OPERATION OF THE VECTOR PRODUCT BY CUSTOMER OR BY ANYONE TO WHOM CUSTOMER PROVIDED THE VECTOR PRODUCT.

### 15. GENERAL PROVISIONS.

- 15.1 <u>Choice of Law.</u> The Vector Standard Terms and Conditions shall be governed by the laws of the State of Michigan, without regard to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 15.2 <u>Invalid Provision</u>. If any part of the Vector Standard Terms and Conditions is found void and unenforceable, it will not affect the validity of the balance of the Vector Standard Terms and Conditions, which shall remain valid and enforceable according to their terms.
- 15.3 <u>Entire Agreement.</u> The Vector Standard Terms and Conditions, the License Agreement (for Vector Products that are Vector Tool Software and Hardware) and any Maintenance Certificate issued thereunder contain the entire agreement between the parties with respect to the Purchase Order and other subject matter set forth herein.
- 15.4 <u>Waiver</u>. The waiver by Vector of any terms, provision, or condition hereof shall not be construed to be a waiver of any other term, condition or provision hereof, nor shall such waiver be deemed a waiver or subsequent breach of the same condition or provision. In the event Customer shall default in its obligations under the Vector Standard Terms and Conditions, Customer shall be liable for Vector's cost of collection including reasonable attorneys' fees.
- 15.5 <u>Export Laws</u>. Customer agrees not to ship, transfer or export Vector Products into any country or use Vector Products in any manner prohibited by the United States Export Administration Act or prohibited by any other export laws, restrictions or regulations.
- 15.6 <u>Additional Rights.</u> All rights granted to Vector hereunder shall be in addition to, and not in lieu of, Vector's rights arising by operation of law.
- 15.7 <u>Assignment/Transfer</u>. Customer shall not transfer or assign its interests under the Vector Standard Terms and Conditions to any third party, including any contractor or vendor of Customer, without Vector's prior written consent, signed by an authorized representative of Vector.

BHLIB: 521120.4\114520-00003

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## Quotation 15022736 Rev. 4 09/05/2007

Suite 550 39500 Orchard Hill Place Novi, MI 48375

Phone (248) 449-9290 Fax (248) 449-9704 sales@vector-cantech.com

Ms. Rebecca Degenfelder M/C 482-B29-D84 General Motors Corporation 400 Renaissance Center Detroit MI 48265

Phone : +1 313 667 3963 Fax : +1 313 667 4622

E-Mail: rebecca.degenfelder@gm.com

Dear Ms. Degenfelder,

Thank you for your interest in Vector products. Please call if we can answer any questions.

Did you know...

Vector offers a CAN (D-Sub9) to J1962 (OBDII) diagnostic cable.

Ask our sales department for more details!

| Item | Qty               | PartNr.                  | Description                           | Price(USD) |          | LineTotal(USD) |                         |
|------|-------------------|--------------------------|---------------------------------------|------------|----------|----------------|-------------------------|
| 1000 | <b>19</b><br>Disc | <b>02177</b><br>ount [%] | <b>CANalyzer pro V6.1</b><br>40.00- % | \$         | 4,410.00 | \$<br>\$       | 83,790.00<br>33,516.00- |
|      |                   |                          |                                       |            |          | <del>_</del>   | 50 274 00               |

50,274.00

Software tool for ECU analysis and testing of distributed systems. Database support for symbolic access to the bus communication and to the analysis of signal values in Trace window, Data window, Graphic window, Statistics window and Bus Statistics window. Creation of display panels. Transmission, logging, replay, triggering, filtering and offline analysis of the bus traffic. CAPL programming to develop user defined functions. Windows COM interface for connecting to other tools. For Windows 2000/XP/Vista (Vista only for CAN and LIN and when User Account Control (UAC) is deactivated). Special functions: Entire CAN communication support. Diagnostic interpretation based on CANdela description files. CANdela Viewer to view CANdela description files.

2000 **19 03047** Discount [%]

**CANape V6.5** 20.00- %

\$ 6,314.00 \$

119,966.00 23,993.20-

95,972.80

Calibration system for electronic control units. Measurement data aquisition, visualization and evaluation, flash programming and parameter calibration.

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| Item | Qty              | PartNr.  | Description  | Price  | (USD)                                       | Lin      | eTotal (USD)         |
|------|------------------|--|--|--|---|----------|----------------------|
|      |                  | Integrated ASA<br>to execute dia<br>Calibration Da<br>of Video/Audio | cocols are CAN, LIN, Flexray, CCP, XCP<br>AP2 database editor, updater and merge<br>agnostic services in the ECU based on<br>that Management to manage parameter set<br>o and GPS data. Designed for Windows 2<br>and LIN and if User Account Control (U | er. "Diagnostic Fe<br>CDD or ODX 2.0 da<br>cs. Recording and<br>2000/XP/Vista. Vis | ature Se<br>tabase.<br>evaluati<br>ta suppo | on       |                      |
| 3000 | <b>19</b><br>Dis | <b>07100</b><br>count [%]  | <b>CANcardXL V1.0</b> 5.00- %  | \$   | 730.00                                      | \$<br>\$ | 13,870.00<br>693.50- |
|      |                  | Philips SJA100<br>Included: Libr                                     | type II)with 2 CAN/LIN channels. Integ<br>00 and 1 microcontroller ATMEL AT91R40<br>cary and driver for Windows 2000 and X<br>lable: CANcabs, LINcabs.   | .800   | ontrolle                                    | \$<br>er | 13,176.50            |
| 4000 | <b>38</b><br>Dis | <b>22066</b><br>count [%]  | <b>CANcab 1050opto</b> 5.00- %   | \$   | 215.00                                      | \$<br>\$ | 8,170.00<br>408.50-  |
|      |                  |  | n cable for CANcardXL including one Ph<br>JA1050. Opto decoupled.  | nilips high speed  |   | \$       | 7,761.50             |
| 5000 | <b>19</b><br>Dis | <b>22051</b><br>count [%]  | <b>CANcab 5790opto c</b> 5.00- %   | \$   | 276.00                                      | \$<br>\$ | 5,244.00<br>262.20-  |
|      |                  |  | n cable for CANcardXL with one Philips<br>J5790c. Opto decoupled.  | s single wire CAN  |   | \$       | 4,981.80             |
| 6000 | 1                |  |  |  |   |          |                      |

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| Item | Qty              | PartNr.   | Description  | Pr   | rice(USD)  | Lin      | eTotal(USD)        |
|------|------------------|---|--|--|--|----------|--------------------|
| 6010 | <b>1</b><br>Disc | <b>11135</b><br>count [%]   | CANoe/DENoe Opt .LIN (Upg<br>25.00- %  | grade) \$  | 2,520.00   | \$<br>\$ | 2,520.00<br>630.00 |
|      |                  |   |  |  |  | \$       | 1,890.00           |
|      |                  | Special functions cook LIN (now of to LIN Description (LDFs). Function generating LIN User-defined to nodes. Creation (XL hardware refered to the cook LIN to | e/DENoe version with LIN function ons: Entire LIN communication sup: LIN1.3 (also TOYOTA standard), called COOLING). Simulation & anation File (LDF). Viewing & analysons for modeling Master & Slave n schedule tables. Interactive manest case definition, control & ren and execution of LIN conformancequired). Stimulation of protocolespectively (Stress Feature Set). | port. Support for LIN2.x (also SAE J) lysis of LIN networks of LIN Descript odes. Creating, expending functions e tests for Master errors and protocomports. | prks accordation Files liting & scheduler. for LIN and Slave | ing      |                    |
| 6020 | 1                | 11141   | CANoe/DENoe Opt .FlexRay   | (Upgrade) \$   | 5,400.00   | \$       | 5,400.00           |
|      | Disc             | count [%]   | 25.00- %   |  |  | \$       | 1,350.00           |
|      |                  |   | e/DENoe version with FlexRay funcons: Entire FlexRay communication   | -  | of a FIBEX   | \$       | 4,050.00           |
| 7000 |                  | Philips SJA1000<br>Included: Libra  | CANcardXL V1.0 (License Keype II)with 2 CAN/LIN channels. I<br>O and 1 microcontroller ATMEL AT9<br>ary and driver for Windows 2000 a<br>able: CANcabs, LINcabs.<br>( 15351 )  | ntegrated are 2 CA<br>1R4008.  | N controlle  | er       |                    |
| 8000 | <b>2</b><br>Disc | <b>22047</b><br>count [%]   | <b>LINcab 7259mag</b><br>5.00- %   | \$   | 240.00   | \$<br>\$ | 480.00<br>24.00    |
|      |                  |   |  |  |  | \$       | 456.00             |
|      |                  | applications be   | with stress functionality. Suitab<br>etween 5 KBaud and 20 KBaud. Infi<br>solated. Power supply either inte  | neon LIN Transceiv   | er TLE7259   |          |                    |
| 9000 |                  | <b>31318</b> CARDBUS card fo  | FlexCard Cyclone II / E-Raper sending and receiving of FlexR   |  | 2,388.00   | \$       | 2,388.00           |
|      |                  | 1. Hardware F   | lexCard  |  |  |          |                    |

- 32 BIT CARDBUS card
- FlexRay E-Ray Communication Controller
- Two FlexRay channels with FlexRay Physical Layer TJA1080 Trigger input for hardware synchronisation with the Vector XL interface familiy

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Item Qty PartNr. Description Price(USD) LineTotal(USD)

- Trigger output for external devices (e.g. spectrum analyzer) Note: A CARDBUS compatible PCMCIA drive will be required when used with a Desktop PC.

### 2. Firmware

- Support of FlexRay protocol version 2.x
- Monitoring mode for receiving of FlexRay frames
- Node mode for receiving and sending of FlexRay frames
- 3. Driver-Dll
- For use of the FlexCard with Vector FlexRay tools. Supported OS: Windows  $2000/\mathrm{XP}$
- 4. Programming library
- For the use of custom applications with the FlexCard
- 5. Cables
- cables to connect FlexCard with the FlexRay bus (D-SUB 9)
- 10000 1 40050 CANdelaStudio Admin V5.0 \$ 13,560.00 \$ 13,560.00

  Development Tool for creation, modification and administration of CANdela diagnostic templates to implement manufacturer specific diagnostic requirements into a machine-readable XML-CANdela format. Report generator to RTF. Translation view and processing of non-western European data. We assure usability of modified templates for code generation ("CANdesc") or in other (Vector) Tools only for templates released by Vector.

  For Windows 2000/XP. Per-seat license.

### 10010 1 40031 CANdelaStudio OEM Support GM

GeneralMotors specific adaptation and extensions for CANdelaStudio View, CANdelaStudio Standard for CANdelaStudio Pro.

The CANdela document template is managed by GM-Opel and available from Mr. Schieck (e-mail: rudi.schieck@de.opel.com).

A GM supplier certification by OPEL, GM North America or GM Holden is required by Mr. Schieck.

11000 1 40048 CANdelaStudio Standard V5.0 \$ 6,762.00 \$ 6,762.00

Development tool for registration of diagnostic description data for diagnostics via CAN. Use of document templates for implementation of customer specific diagnostic concepts. Uses XML format for description files and RTF format for the report generator files (readable with MS-Word).

For Windows 2000/XP. Per-seat license.

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| Item  | Qty | PartNr.   | Description   | Pri                 | ce(USD)                 | Line | Fotal (USD) |
|-------|-----|---|---|---------------------|-------------------------|------|-------------|
| 12000 |     | memory. CAN trans<br>Different trigge<br>later.   | CANlog4 CAN, supports up to five measurement chann sceivers for the channnels 1-4 have to be r can be configurated via CANalyzer / CANole CL4, USB cable with Binder 4-pin, softw | ordered<br>e versio | separately<br>on 3.1 or | ng   | 22,600.00   |
| 12010 | 10  |   | CANlog Piggy-Back 6255<br>ANlog3 and CANlog4. With one single-<br>iver Infineon TLE6255G<br>d busses.   | \$                  | 100.00                  | \$   | 1,000.00    |
| 12020 | 20  |   | CANlog Piggy-Back 1050 ANlog3 and CANlog4. With one transceiver for CAN high speed busses.  | \$                  | 102.00                  | \$   | 2,040.00    |
| 12040 | 10  | <b>28019</b><br>64MB Flash card the already build   | CANlog4 Flash card 64 MB for storage of measurement data for CANlog d in 2MB memory.  | \$<br>4. In ac      | 250.00<br>Idition to    | \$   | 2,500.00    |
| 12050 | 10  |   | CANlog I/O Card D4I4O for CANlog3 and CANlog4; with four digital D-45V) and four digital outputs 500 mA).   | \$                  | 320.00                  | \$   | 3,200.00    |
| 13000 | 10  | <b>28051</b> Compact LCD incluand Multilog.   | CANlog/Multilog LOGview uding connecting cable and Binder 5-pin fo  | \$<br>r CANlog      | 580.00<br>g3, CANlog4   |      | 5,800.00    |
| 14000 | 1   | MA-COE  | Maintenance Agreement CANoe   | \$                  | 1,985.00                | \$   | 1,985.00    |
|       | Dis | count [%]   | 100.00- %   |                     |                         | \$   | 1,985.00    |
|       |     | Scope of services<br>period<br>Maintenance costs<br>Maturity: Due at<br>Duration: At leas<br>Precondition: Ac | tual software license   | he maint            | year                    |      |             |
|       |     | · · · · · · · · · · · · · · · · · · ·   | ions of your software cannot get separate utomatically. Please find them listed belo  |                     | ince. They              |      |             |
| 14010 | 1   | MA-COE.LIN  | Maintenance for Option .LIN   | \$                  | 314.00                  | \$   | 314.00      |
| 14020 | 1   | MA-COE.FR   | Maintenance for Option .FR  | \$                  | 674.00                  | \$   | 674.00      |

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| Item        | Qty  | PartNr.  | Description                         | Pr | rice(USD) | Line | eTotal (USD) |  |
|-------------|------|--|-------------------------------------|----|-----------|------|--------------|--|
| 15000<br>** | 1    | MA-CDS-A   | Maintenance Agr. CANdelaStudio Adm. | \$ | 2,440.00  | \$   | 2,440.00     |  |
|             | Disc | count [%]  | 100.00- %                           |    |           | \$   | 2,440.00     |  |
|             |      | periode Maintenance costs: 18% of the software list price per licence and year Maturity: Due at the start of the maintenance period (2nd year after purchase) Duration: At least 1 year Precondition: Actual software licence  With purchase of CANdelaStudio the maintenance for the 1st year is included. The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below. |                                     |    |           |      |              |  |
| 16000       | 1    | MA-CDS-S   | Maintenance Agr. CANdelaStudio Std. | \$ | 1,217.00  | \$   | 1,217.00     |  |
| **          | Disc | count [%]  | 100.00- %                           |    |           | \$   | 1,217.00     |  |
|             |      | Scope of services: Updates for software + options within the maintenance periode Maintenance costs: 18% of the software list price per licence and year Maturity: Due at the start of the maintenance period (2nd year after purchase) Duration: At least 1 year Precondition: Actual software licence   |                                     |    |           |      |              |  |

Total value \$ 239,400.60

**NOTE: Changed amount** for the additions of the LIN and FlexRay options to CANoe SN: 1112302793 maintenance contract 40008319 to reflect prorated amount for options.

With purchase of CANdelaStudio the maintenance for the 1st year is included. The adequate options of your software cannot get separate maintenance. They

are considered automatically. Please find them listed below.

## We deliver based upon the following Terms and Conditions:

Orders placed are governed by Vector CANtech's Terms and Conditions which supersede any customer's purchase order Terms and Conditions, unless otherwise agreed upon in writing. These Terms and Conditions are located at:

http://www.vector-cantech.com/portal/medien/vector cantech/Vector Terms and Conditions.pdf.

## Terms of payment:

Within 30 days without deduction

If paying by credit card, please note additional fees may be charged by your credit card company.

Delivery Terms: Products shipped 7-10 days upon receipt of order.

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This quotation is valid for 30 days. Shipping is FOB destination - USA only.

Best Regards, Vector CANtech, Inc. Marc Semma

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