

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**

----- X
In re: : Chapter 11
: :
General Motors Corporation, : Case No. 09-50026 (REG)
: :
Debtor. :
----- X

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 Exhibit C 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 Exhibit C 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

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
:
In re : **Chapter 11 Case No.**
:
GENERAL MOTORS CORP., et al., : **09-50026 (REG)**
:
: **(Jointly Administered)**
:
:
-----X

**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:

1. 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"),¹ 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").²

¹ 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.

² 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 <http://www.contractnotices.com> (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.

7. Objections, if any, to the proposed assumption and assignment of the 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 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.).

8. 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.

13. 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

User: RGBjnUwk



[My Contracts](#) [Documents & Links](#)

Supplier Details

Vendor Master ID: **324833540**

Supplier Name: **VECTOR INFORMATIK GMBH**
 Contract Cure Amount: **\$17,457.44**
 # of Contracts: **14**

Click [here](#) to view Contract Cure Amount Details

Contracts

<u>Row ID</u>	<u>GM Contract ID</u>	<u>Vendor ID</u>	<u>Counter Party Name</u>	<u>Contract Type</u>	<u>Contract Status</u>
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 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](#)

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.

[Home](#)

[Logout](#)

June 11, 2009 @ 04:19:24 PM

Copyright ©2009 AlixPartners, LLP | (121)

Contract Notices

User: RGBjnUwk



[My Contracts](#) [Documents & Links](#)

Supplier Details

Vendor Master ID: **324833540**

Supplier Name: **VECTOR INFORMATIK GMBH**
 Contract Cure Amount: **\$17,457.44**
 # of Contracts: **14**

Click [here](#) to view Contracts

Cure Amount Details

<u>Remit DUNS</u>	<u>PO Number</u>	<u>BOL</u>	<u>Document Date</u>	<u>Due Date</u>	<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.

[Home](#) [Logout](#)

June 11, 2009 @ 04:21:42 PM

Copyright ©2009 AlixPartners, LLP | (121)

Exhibit C

**SPREADSHEET AND SUBSTANTIATING DOCUMENTATION
FOR CURE OBJECTION AMOUNTS**

BHLIB:659258.1\114520-00040
06/11/09

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

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

Part II. Deduction to Cure Amounts for Debtor Overpayment :

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

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# 11-175-7464
20	2	CANboardXL PCIe V1.0 (Unlicensed)
		PRZX4641 002
		Vendor# 11-175-7464
		786 /
		636 /
30	4	CANpiggy 1050opto (installed)
		CANpiggies come pre-installed in hardware when applicable.
		PRZX4641 003
90	2	CANboardXL PCIe V1.0 (Unlicensed)
		PRZX4641 002
		Vendor# 11-175-7464
		788 /
		524 /
100	2	CANpiggy 1050opto (installed)
		CANpiggies come pre-installed in hardware when applicable.
		PRZX4641 003
110	2	CANpiggy 5790opto c (installed)
		CANpiggies come pre-installed in hardware when applicable.
		PRZX4641 004
170	2	Maintenance Agreement CANoe RUN
		PRZX4641 005
		Vendor# 11-175-7464



Vector CANtech, Inc.

Suite 550
39500 Orchard Hill Place
Novi, MI 48375

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

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

Shipment address:
General Motors Corporation
1999 Centerpoint Parkway
Pontiac MI 48341-3147

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!

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
1000	2	11190	CANoe RUN V7.1	\$ 6,951.00	\$ 13,902.00
		Discount [%]	25.00- %		\$ 3,475.50-
					\$ 10,426.50
		PRZX4641 001			
		Vendor# 11-175-7464			
			Software tool as runtime environment for (remaining bus) simulation, communication analysis and testing of ECUs in distributed systems. Supports bus system CAN.		
2000	2	07136	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 1,750.00
		PRZX4641 002			
		Vendor# 11-175-7464			
			PCI-Express interface for CAN and LIN (2 channels).		
2010	4	22026	CANpiggy 1050opto (installed)	\$ 163.80	\$ 655.20
		Discount [%]	5.00- %		\$ 32.76-
					\$ 622.44
		PRZX4641 003			

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
Vendor# 11-175-7464 Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.					
3000	2	07136 PRZX4641 002	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 1,750.00
Vendor# 11-175-7464 PCI-Express interface for CAN and LIN (2 channels).					
3010	2	22026	CANpiggy 1050opto (installed)	\$ 163.80	\$ 327.60
		Discount [%]	5.00- %		\$ 16.38-
					\$ 311.22
PRZX4641 003 Vendor# 11-175-7464 Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.					
3020	2	22022	CANpiggy 5790opto c (installed)	\$ 163.80	\$ 327.60
		Discount [%]	5.00- %		\$ 16.38-
					\$ 311.22
PRZX4641 004 Vendor# 11-175-7464 Transceiver module with opto decoupled Single-Wire CAN transceiver AU5790c.					
5000	2	NK-CANOE PRZX4641 005	Maintenance Agreement CANoe RUN	\$ 1,296.00	\$ 2,592.00
Vendor# 11-175-7464					
Total value					\$ 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.

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.

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

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. 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 THEREFROM.

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 Choice of Law. 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 Invalid Provision. 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 Entire Agreement. 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 Waiver. 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 Export Laws. 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 Additional Rights. 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 Assignment/Transfer. 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



Vector CANtech, Inc.

Suite 550
39500 Orchard Hill Place
Novi, MI 48375

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

Shipment address:

Attn: Michael Rosati 734-32
GM Powertrain Headquarters
895 Joslyn Ave
Plant 13 Dock 45W
Pontiac MI 48340-2920

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	Price(USD)	LineTotal(USD)
1000	3	11190	CANoe RUN V7.1	\$ 6,951.00	\$ 20,853.00
		Discount [%]	25.00- %		\$ 5,213.25-
					\$ 15,639.75
		PRZX0199 001			
		Vendor# 11-175-7464			
			Software tool as runtime environment for (remaining bus) simulation, communication analysis and testing of ECUs in distributed systems. Supports bus system CAN.		
2000	3	07136	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 2,625.00
		PRZX0199 002			
		Vendor# 11-175-7464			
			PCI-Express interface for CAN and LIN (2 channels).		
2010	6	22026	CANpiggy 1050opto (installed)	\$ 163.80	\$ 982.80
		Discount [%]	5.00- %		\$ 49.14-
					\$ 933.66
		PRZX0199 003			
		Vendor# 11-175-7464			

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.					
3000	3	07136	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 2,625.00
		PRZX0199 002			
		Vendor# 11-175-7464			
		PCI-Express interface for CAN and LIN (2 channels).			
3010	3	22026	CANpiggy 1050opto (installed)	\$ 163.80	\$ 491.40
		Discount [%]	5.00- %		\$ 24.57-
					\$ 466.83
		PRZX0199 003			
		Vendor# 11-175-7464			
Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.					
3020	3	22022	CANpiggy 5790opto c (installed)	\$ 163.80	\$ 491.40
		Discount [%]	5.00- %		\$ 24.57-
					\$ 466.83
		PRZX0199 004			
		Vendor# 11-175-7464			
Transceiver module with opto decoupled Single-Wire CAN transceiver AU5790c.					
5000	3	NK-CANOE	Maintenance Agreement CANoe RUN	\$ 1,296.00	\$ 3,888.00
		PRZX0199 005			
		Vendor# 11-175-7464			
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

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) 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 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 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, 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 Choice of Law. 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 Invalid Provision. 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 Entire Agreement. 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 Waiver. 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 Export Laws. 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 Additional Rights. 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 Assignment/Transfer. 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



Order Confirmation 120259 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

Suite 550
39500 Orchard Hill Place
Novi, MI 48375

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

Shipment address:
Attn: Michael Rosati 734-32
GM Powertrain Headquarters
895 Joslyn Rd.
Pontiac MI 48340

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	Price(USD)	LineTotal(USD)
1000	5	11190	CANoe RUN V7.1	\$ 6,951.00	\$ 34,755.00
		Discount [%]	25.00- %		\$ 8,688.75-
					\$ 26,066.25
		PRYX8188 001			
		Vendor# 11-175-7464			
			Software tool as runtime environment for (remaining bus) simulation, communication analysis and testing of ECUs in distributed systems. Supports bus system CAN.		
2000	5	07136	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 4,375.00
		PRYX8188 002			
		Vendor# 11-175-7464			
			PCI-Express interface for CAN and LIN (2 channels).		
2010	10	22026	CANpiggy 1050opto (installed)	\$ 163.80	\$ 1,638.00
		Discount [%]	5.00- %		\$ 81.90-
					\$ 1,556.10
		PRYX8188 003			
		Vendor# 11-175-7464			

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.					
3000	5	07136	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 4,375.00
		PRYX8188 002			
		Vendor# 11-175-7464			
		PCI-Express interface for CAN and LIN (2 channels).			
3010	5	22026	CANpiggy 1050opto (installed)	\$ 163.80	\$ 819.00
		Discount [%]	5.00- %		\$ 40.95-
					\$ 778.05
		PRYX8188 003			
		Vendor# 11-175-7464			
Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.					
3020	5	22022	CANpiggy 5790opto c (installed)	\$ 163.80	\$ 819.00
		Discount [%]	5.00- %		\$ 40.95-
					\$ 778.05
		PRYX8188 004			
		Vendor# 11-175-7464			
Transceiver module with opto decoupled Single-Wire CAN transceiver AU5790c.					
4000	5	MA-COR	Maintenance Agreement CANoe RUN	\$ 1,296.00	\$ 6,480.00
		PRYX8188 005			
		Vendor# 11-175-7464			
		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			
		Duration: At least 1 year			
		Precondition: Actual software licence			
		The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below.			
5000	1	11190	CANoe RUN V7.1 (single user license)		
		PRYX8188 001			
		Software tool as runtime environment for (remaining bus) simulation, communication analysis and testing of ECUs in distributed systems.			
		Supports bus system CAN.			
		Serialno.: (M1119000399)			
6000	1	95204	Migration Server based Licensing	\$ 13,000.00	\$ 13,000.00
**		Discount [%]	100.00- %		\$ 13,000.00-
		Migration project to change licensing via dongles or interface cards to server based licensing.			
		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)

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

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

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, 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 **Choice of Law.** 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 **Invalid Provision.** 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 Entire Agreement. 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 Waiver. 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 Export Laws. 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 Additional Rights. 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 Assignment/Transfer. 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

Invoice 90153003 05/29/2009



Bill To:
 Customer No.: 7000041
 c/o Olympic Receipting
 General Motors FSS ABP
 Attn: Accounts Payable
 PO Box 63490
 Phoenix AZ 85082-3490

Suite 550
 39500 Orchard Hill Place
 Novi, MI 48375

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

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

Item-No	Qty	Description	Price(USD)	Total(USD)
1000	2	CANoe RUN V7.1	\$ 5,213.25	\$ 10,426.50
		PRZX4641 001 Vendor# 11-175-7464		
2000	2	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 1,750.00
		PRZX4641 002 Vendor# 11-175-7464		
2010	4	CANpiggy 1050opto (installed)	\$ 155.61	\$ 622.44
		PRZX4641 003 Vendor# 11-175-7464		
3000	2	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 1,750.00
		PRZX4641 002 Vendor# 11-175-7464		
3010	2	CANpiggy 1050opto (installed)	\$ 155.61	\$ 311.22
		PRZX4641 003 Vendor# 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 Vendor# 11-175-7464		
5000	2	Maintenance Agreement CANoe RUN	\$ 1,296.00	\$ 2,592.00
		PRZX4641 005 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



Bill To:
 Customer No.: 7000041
 c/o Olympic Receipting
 General Motors FSS ABP
 Attn: Accounts Payable
 PO Box 63490
 Phoenix AZ 85082-3490

Suite 550
 39500 Orchard Hill Place
 Novi, MI 48375

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

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:
 DeliveryNote: 80134165
 DeliveryDate: 05/29/2009
 DeliveryType: FedEx Ground (US)
 TrackingNumber: 355512960215419,
 355512960215426
 RemitTo: Above Address

Item-No	Qty	Description	Price(USD)	Total(USD)
1000	5	CANoe RUN V7.1	\$ 5,213.25	\$ 26,066.25
		PRYX8188 001 Vendor# 11-175-7464		
2000	5	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 4,375.00
		PRYX8188 002 Vendor# 11-175-7464		
2010	10	CANpiggy 1050opto (installed)	\$ 155.61	\$ 1,556.10
		PRYX8188 003 Vendor# 11-175-7464		
3000	5	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 4,375.00
		PRYX8188 002 Vendor# 11-175-7464		
3010	5	CANpiggy 1050opto (installed)	\$ 155.61	\$ 778.05
		PRYX8188 003 Vendor# 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)	Total(USD)
		PRYX8188 004 Vendor# 11-175-7464		
5000	1	CANoe RUN V7.1 (single user license)		
		PRYX8188 001		
6000	1	Migration Server based Licensing		
6001	5	Maintenance Agreement CANoe RUN	\$ 1,296.00	\$ 6,480.00
		PRYX8188 005 Vendor# 11-175-7464 Order 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



Bill To:
 Customer No.: 7000041
 c/o Olympic Receipting
 General Motors FSS ABP
 Attn: Accounts Payable
 PO Box 63490
 Phoenix AZ 85082-3490

Suite 550
 39500 Orchard Hill Place
 Novi, MI 48375

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

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	Price(USD)	Total(USD)
1000	3	CANoe RUN V7.1	\$ 5,213.25	\$ 15,639.75
		PRZX0199 001 Vendor# 11-175-7464		
2000	3	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 2,625.00
		PRZX0199 002 Vendor# 11-175-7464		
2010	6	CANpiggy 1050opto (installed)	\$ 155.61	\$ 933.66
		PRZX0199 003 Vendor# 11-175-7464		
3000	3	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 2,625.00
		PRZX0199 002 Vendor# 11-175-7464		
3010	3	CANpiggy 1050opto (installed)	\$ 155.61	\$ 466.83
		PRZX0199 003 Vendor# 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)	Total(USD)
		PRZX0199 004 Vendor# 11-175-7464		
5000	3	Maintenance Agreement CANoe RUN	\$ 1,296.00	\$ 3,888.00
		PRZX0199 005 Vendor# 11-175-7464		
Invoice 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# 11-175-7464
20	5	CANboardXL PCIe V1.0 (Unlicensed) PRYX8188 002 Vendor# 11-175-7464 593 / 542 / 634 / 638 / 647 /
30	10	CANpiggy 1050opto (installed) CANpiggies come pre-installed in hardware when applicable. PRYX8188 003
90	5	CANboardXL PCIe V1.0 (Unlicensed) PRYX8188 002 Vendor# 11-175-7464 585 / 529 / 533 / 601 / 619 /
100	5	CANpiggy 1050opto (installed) CANpiggies come pre-installed in hardware when applicable. PRYX8188 003
110	5	CANpiggy 5790opto c (installed) CANpiggies come pre-installed in hardware when applicable. PRYX8188 004
170	5	Maintenance Agreement CANoe RUN PRYX8188 005 Vendor# 11-175-7464

ItemNo	Qty	Description
180	1	CANoe RUN V7.1 (single user license)
		PRYX8188 001
		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 001 Vendor# 11-175-7464
20	3	CANboardXL PCIe V1.0 (Unlicensed) PRZX0199 002 Vendor# 11-175-7464 602 / 541 / 540 /
30	6	CANpiggy 1050opto (installed) CANpiggies come pre-installed in hardware when applicable. PRZX0199 003
90	3	CANboardXL PCIe V1.0 (Unlicensed) PRZX0199 002 Vendor# 11-175-7464 646 / 586 / 796 /
100	3	CANpiggy 1050opto (installed) CANpiggies come pre-installed in hardware when applicable. PRZX0199 003
110	3	CANpiggy 5790opto c (installed) CANpiggies come pre-installed in hardware when applicable. PRZX0199 004
170	3	Maintenance Agreement CANoe RUN PRZX0199 005 Vendor# 11-175-7464



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER: TC927100

PAGE 1

VENDOR NUMBER 11-175-7464
VECTOR CANTECH INC
39500 ORCHARD HILL PL STE 550
NOVI MI
48379

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

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.

The order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to buyer.
On the order a date hereof are the terms and conditions, to which Seller agrees by acceptance of the order.
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is Shown Hereon, additional terms and conditions Attached Hereon Apply.

SHIP VIA REFER TO WWW.GMSHIPPING.COM

ORDER DATE 04/22/09
PHONE: 586-492-8477
V. BARAD
7801
BUYER

ALTERATION EFFECTIVE DATE
ALTERATION ISSUE DATE
PURCHASING AGENT

SHIP TO: DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
<p>NET 60 DAYS</p> <p>THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)</p> <p>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</p> <p>QUESTIONS RELATED TO PAYMENT ISSUES, PLEASE CONTACT DISBURSEMENTS AT 248-874-4636.</p> <p>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.</p> <p>*SERVICEMEN-LABOR* ADVISE PURCHASING IN WRITING OF INVOICE PRICE IN DETAIL REFERENCING PO #. OUTLINE LABOR CHARGES, PARTS AND TRAVEL EXPENSES. FAX TO BUYER. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN UNPAID INVOICES.</p> <p>A CERTIFICATE OF INSURANCE MUST BE PROVIDED PRIOR TO SELLER ENTERING A GMC FACILITY.</p>										
								Total: 26645.07		

15052400

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE 2

CHMM08 4/93

12060

04/23/09



General Motors Corporation

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

SHIP TO:
SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE PAGE 2
ORDER: TCS27100

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

INVOICE TO:
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM ESS 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 the supplier. The terms and conditions to which Seller agrees by acceptance of this order, including the terms and conditions on the face and reverse side hereof, contain the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is shown hereon, additional terms and conditions Attached Herein Apply.

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.

ORDER DATE 04/22/09
ALTERNATION ISSUE DATE 7801
ALTERNATION EFFECTIVE DATE
BUYER
PURCHASING AGENT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

FORB DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NCUN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00001	3	PRZX0199 001	11190 CANOE RUN V7.1 MICHAEL R ROSATI 734-320-8588 DELIVER TO: GMP HEADQUARTERS 895 JOSLYN RD. DOCK #45 INZT DROP ZONE PONTIAC, MI 48340 ATTN: MICHAEL ROSATI, 734 320-8588 WHO ORDERED: ROSATI 734-320-8588	BY ACCEPTANCE OF A PURCHASE ORDER THE SELLER OF GOODS AND/OR SERVICES GRANTS BUYER THE RIGHT TO AUDIT ALL 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. PO ISSUED AS PER E MAIL FROM BUYER DTD 04/21/09. HJ		09/30/09	C 0.00%	5213.2500		COPY
00002	6	PRZX0199 002	07136 CANBOARDXL PCIE V1.0 MICHAEL R ROSATI 734-320-8588 WHO ORDERED: ROSATI 734-320-8588			09/30/09	C 0.00%	875.0000		CARD

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE 3

CHAM08 4/93



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

00000

US

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

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

The order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is Shown Hereon, additional terms and conditions Attached Hereon Apply.

FO B DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

PURCHASE ORDER: TCS27100

PAGE 3

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.

ORDER DATE 04/22/09
ALTERNATION ISSUE DATE 04/22/09
ALTERNATION EFFECTIVE DATE
BUYER V. BARAD
7801

PHONE: 586-492-8477
BUYER

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00003	9	PRZX0199 003	22026 CANPIGGY 1050OPTO HIGHSPEED MICHAEL R ROSATI 734-320-8588 WHO ORDERED: ROSATI 734-320-8588			09/30/09	C 0.00%	155.6100		PCS
00004	3	PRZX0199 004	22022 CANPIGGY 5790OPTO LOWSPEED MICHAEL R ROSATI 734-320-8588 WHO ORDERED: ROSATI 734-320-8588			09/30/09	C 0.00%	155.6100		PCS
00005	3	PRZX0199 005	MA-COR MAINTENANCE AGREEMENT CANOE RUN MICHAEL R ROSATI 734-320-8588 WHO ORDERED: ROSATI 734-320-8588			09/30/09	C 0.00%	1296.0000		COPY

CUSTOMS - TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT)
CONTRACT CLAUSE
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/

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE 4

CHMM08 4/93



General Motors Corporation

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

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

39500 ORCHARD HILL PL STE 550

NOVI MI

48375

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

00000

US

INVOICE TO: & 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 indicated on acknowledgment copy which should be returned to Buyer.
On the reverse side thereof 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way including any oral, written, and conditions shall be binding on Seller.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereon Apply.

F.O.B DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

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

ORDER DATE 04/22/09

ALTERATION ISSUE DATE

ALTERATION EFFECTIVE DATE

PHONE: 586-492-8477
V. BARAD
7801

Buyer

SHIP VIA REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.Q. NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
NET	NET 60 DAYS									
			ENFORCE/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)						
<p>IMPORTANT NOTICE: EFFECTIVE SEPTEMBER 1, 2008 SIGNIFICANT CHANGES HAVE BEEN MADE TO THE GMNA SHIPPING INSTRUCTIONS. PLEASE REVIEW FOR CARRIER UPDATES. NON-COMPLIANCE TO THESE INSTRUCTIONS MAY RESULT IN FREIGHT CHARGES BEING DEBITED BACK TO THE SUPPLIER. GM ROUTING / SHIPPING INSTRUCTIONS CAN BE FOUND AT WWW.GMSHIPPING.COM</p> <p>EXPORT ADMINISTRATION REGULATIONS (EAR) CONTROLLED PURCHASES ***** THE TECHNICAL DATA ASSOCIATED WITH THIS EQUIPMENT, SERVICE OR PART IS CONTROLLED UNDER U.S. EXPORT LAWS. YOU MAY NOT EXPORT OR RE-EXPORT THE TECHNICAL DATA, INCLUDING BUT NOT LIMITED TO PRINTS, ROUTINGS AND SPECIFICATIONS ASSOCIATED WITH THIS REQUEST FOR</p>										



General Motors Corporation

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

SHIP TO:
SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER : TC927100

PAGE 5

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

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

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.

The order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the vendor. On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is Shown Hereon, additional terms and conditions Attached Hereon Apply.

SHIP VIA
REFER TO WWW.GMSHIPPING.COM

ORDER DATE 04/22/09
ALTERNATION ISSUE DATE 7801
ALTERNATION EFFECTIVE DATE
BUYER
PURCHASING AGENT

NET 60 DAYS
NET
FREIGHT COLLECT
FO.B
DESTINATION UNLESS OTHERWISE INDICATED

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE / %	SHIP VIA	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
				QUOTATION OR PURCHASE CONTRACT WITHOUT THE PROPER GOVERNMENTAL AUTHORIZATIONS.							

UNLESS OTHERWISE INDICATED IN THIS RFO, 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 LIABILITY RELATED TO ITS PURCHASE AND USE OF TANGIBLE PERSONAL PROPERTY AND SERVICES (1). THEREFORE, EFFECTIVE IMMEDIATELY, THIS TAX CLAUSE SUPERSEDES ALL TAX CODE INFORMATION FOUND ON THIS ORDER EXCEPT FOR THOSE STATES NOT IDENTIFIED BELOW. FOR THOSE STATES NOT IDENTIFIED BELOW, PLEASE CONTINUE TO FOLLOW THE SPECIFIC TAX CODE INSTRUCTIONS FOUND ON THIS ORDER. LISTED BELOW ARE DIRECT PAY PERMIT OR SALES TAX LICENSE NUMBERS FOR THE STATES, OR GM LOCATIONS WITHIN A STATE, WHERE GM HOLDS DIRECT PAY AUTHORITY:

GENERAL MOTORS CORPORATION PERMITS:
GEORGIA #044-38-00894-3



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER: TC527100

PAGE 6

US

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

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

MAIL INVOICE: GM ESS 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. The order, once the order is accepted, shall be subject to the terms and conditions of this order. This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is shown hereon, additional terms and conditions Attached Herein Apply.

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.

ORDER DATE: 04/22/09
PHONE: 586-492-8477
V. BARAD
7801 Buyer

ALTERATION ISSUE DATE: _____
ALTERATION EFFECTIVE DATE: _____
PURCHASING AGENT: _____

PAYMENT TERMS: NET 60 DAYS
FREIGHT COLLECT
DESTINATION UNLESS OTHERWISE INDICATED
SHIP VIA: REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOON NAME	DESCRIPTION	R.F.Q. NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
			INDIANA #003-2804890001							
			KENTUCKY #0000-10							
			KANSAS #98-0003B	(FAIRFAX ONLY)						
			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-0033445							
			OHIO #98-000613							
			OKLAHOMA #137479							
			PENNSYLVANIA #02-93450/DP246							
			TEXAS #1-38-0572515-0							
			VIRGINIA #9980000793							
			WISCONSIN #WDP95-01-01012							
			ONSTAR CORPORATION PERMIT:							
			MICHIGAN #38-3506814							
			SATURN CORPORATION PERMITS:							
			MICHIGAN #38-2577506							
			TENNESSEE #100315259							

			FURTHER, IF THIS ORDER RELATES TO THE CONSTRUCTION CONTRACT FOR REAL PROPERTY, ALL APPLICABLE SALES AND							



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER : TCS27100
PAGE 7

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

39500 ORCHARD HILL PL STE 550

NOVI MI

48375

INVOICE TO: & 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 the originator. On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is shown hereon, additional terms and conditions attached hereto apply.

FOB DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

ORDER DATE 04/22/09
ALTERNATION ISSUE DATE 7801
BUYER

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.

PHONE: 586-492-8477
V. BARAD

ALTERATION EFFECTIVE DATE
PURCHASING AGENT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
NET	NET 60 DAYS									

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 RESPONSIBILITY FOR PAYMENT OF SALES & USE TAXES ARE OTHERWISE SPECIFICALLY OUTLINED IN THE CONTRACT. WITH REFERENCE TO TEXAS: IF THE ORDER RELATES TO A CONSTRUCTION CONTRACT FOR REAL PROPERTY, THE 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:
*
DISBURSEMENT SERVICES -
CUSTOMER COMMUNICATION CENTER
PHONE: (248) 874-4636



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI 48090

SHIP TO:
FOR BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER
TC5271100

PAGE 8

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

39500 ORCHARD HILL PL STE 550

NOVI MI 48375

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

MAIL INVOICE: GM BSS 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 the vendor. On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is shown hereon, additional terms and conditions attached thereto apply.

FOB DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

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

ALTERATION EFFECTIVE DATE
PURCHASING AGENT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
NET	NET 60 DAYS									

(1) EXCLUDING ALL TELECOMMUNICATIONS SERVICES, HOTELS, AND MEAL PURCHASES. TAX IS TO BE PAID DIRECTLY TO THE SUPPLIER OF THESE ITEMS.

ADDITIONAL PROVISIONS FOR NON-TECHNICAL SERVICES
1. PROVISION OF SERVICES: STANDARD OF WORKMANSHIP
SELLER AGREES TO PROVIDE SERVICES TO BUYER IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT AND THE STATEMENT OF REQUIREMENTS, WHICH HAS BEEN PROVIDED TO SELLER AND IS INCORPORATED INTO THIS CONTRACT BY REFERENCE ("SERVICES"). SERVICES WILL BE PERFORMED BY COMPETENT PERSONNEL, AND WILL BE OF PROFESSIONAL QUALITY, CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS FOR THE PERFORMANCE OF SUCH SERVICES.
SELLER WILL ENSURE THAT IT HAS ALL NECESSARY RESOURCES TO PROVIDE THE SERVICES, INCLUDING, WITHOUT LIMITATION, PROPERLY TRAINED AND LICENSED PERSONNEL, MACHINERY, EQUIPMENT AND MATERIALS.
2. PAYMENT FOR SERVICES; EXPENSES
SELLER WILL BE PAID AS SET FORTH IN THIS CONTRACT, BUT SUCH PAYMENTS MAY NOT EXCEED THE PRICE ESTIMATE STATED IN THIS CONTRACT WITHOUT BUYER'S WRITTEN APPROVAL. BUYER WILL ALSO REIMBURSE ANY REASONABLE AND NECESSARY OUT-OF-POCKET TRAVEL COSTS IN ACCORDANCE WITH BUYER'S TRAVEL GUIDELINES (A COPY OF WHICH HAS BEEN RECEIVED BY SELLER), AS WELL AS THE



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE PAGE 9
ORDER: TCS27100

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

INVOICE TO:

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

This order is not binding until accepted. Acceptance should be indicated on a acknowledgment copy which should be returned to a Buyer.
On the reverse side, know 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 hereof, contains the complete and final agreement between Buyer and Seller, and no other 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 representative.
If Government Contract Number is shown hereon, additional terms and conditions attached hereto apply.

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.

ORDER DATE 04/22/09
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
BUYER

PHONE: 586-492-8477
V. BARAD
7801

PAYMENT TERMS NET 60 DAYS
FREIGHT COLLECT
SHIP VIA REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE			
				<p>COST OF ANY APPROVED SUBCONTRACTED SERVICES. ALL SUCH COSTS MUST BE PREVIOUSLY APPROVED BY BUYER IN WRITING AND WILL BE BILLED WITHOUT MARK-UP.</p> <p>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.</p> <p>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.</p> <p>3. DELIVERABLES; RIGHTS UPON 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 IN DELIVERABLES, INCLUDING, BUT NOT LIMITED TO, TRADE NAMES, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS,</p>									



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER: TCS27100

PAGE 10

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

39500 ORCHARD HILL PL STE 550

NOVI MI

48375

INVOICE TO:

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

The order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the reverse side hereof and 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is Shown Hereon, additional terms and conditions Attached Hereon Apply.

PAYMENT TERMS
NET 60 DAYS

DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA
REFER TO WWW.GMSHIPPING.COM

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

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.Q. NUMBER	DATE REQUIRED	TAX CODE %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
			<p>BOTH AS WORKS IN PROCESS AND AS FINISHED PRODUCTS. ANY COPYRIGHT COVERING SUCH MATERIALS, IF REGISTERED, 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.</p> <p>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 UTILIZES ANY OF ITS OR A SUBCONTRACTOR'S PROPERTY (INCLUDING, 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 SUBCONTRACTOR) IN PERFORMING SERVICES UNDER THIS CONTRACT, SUCH PROPERTY REMAINS THE PROPERTY OF SELLER OR SUBCONTRACTOR AND, EXCEPT FOR THE LICENSE GRANTED TO BUYER IN THE PRECEDING SENTENCE, BUYER WILL ACQUIRE NO INTEREST OR RIGHT IN SUCH PROPERTY.</p> <p>SELLER REPRESENTS AND WARRANTS THAT IT HAS ALL NECESSARY RIGHTS TO GRANT BUYER THE RIGHTS TO THE</p>							

A005620 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE

11

CHMM08 4/93



General Motors Corporation

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

SHIP TO:

00000
US

INVOICE FOR SERVICE, MACHINERY

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

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

85082-3490

US

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

This order is not binding until accepted. Acceptance should be received on a copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be given effect.
Contract Number is shown hereon. Additional Terms and Conditions Attached Hereon Apply.

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

ORDER DATE 04/22/09
V. BARAD
PHONE: 586-492-8477

ALTERATION ISSUE DATE 7801 Buyer
ALTERATION EFFECTIVE DATE
PURCHASING AGENT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

FO.B DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

PAYMENT TERMS

NET NET 60 DAYS

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
			DELIVERABLES AS SET FORTH ABOVE, WITHOUT VIOLATING 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 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 EXPRESSLY WAIVES ANY CLAIM AGAINST BUYER THAT SUCH INFRINGEMENT AROSE OUT OF COMPLIANCE WITH BUYER'S SPECIFICATION. 4. CONFIDENTIALITY FOR PURPOSE OF THIS SECTION 4, BUYER'S INFORMATION MEANS ALL INFORMATION (ORAL OR WRITTEN) AND DOCUMENTS (IN ANY MEDIUM) THAT HAVE BEEN FURNISHED TO SELLER BY BUYER, OR HAS BEEN DEVELOPED BY SELLER IN CONNECTION "PERSONALLY IDENTIFIABLE DATA," AS DEFINED IN SECTION							



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER
TCSS27100

PAGE 12

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

INVOICE TO:
& 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 the reverse side hereof. On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is shown hereon, additional terms and conditions attached hereto apply.

FOR DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GNSHIPPING.COM

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

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE	
NET	NET 60 DAYS										
			11.	BUYER IS WILLING TO DISCLOSE BUYER'S INFORMATION ONLY WITH THE UNDERSTANDING THAT SELLER WILL MAINTAIN ITS CONFIDENTIALITY. SELLER ACKNOWLEDGES THAT BUYER'S INFORMATION IS BEING DISCLOSED TO SELLER FOR THE SOLE PURPOSE OF PERMITTING SELLER TO PERFORM THE SERVICES, AND AGREES THAT IT WILL NOT USE BUYER'S INFORMATION FOR ANY OTHER PURPOSE. IN ADDITION, SELLER AGREES THAT IT WILL NOT DISCLOSE, DISSEMINATE OR OTHERWISE MAKE AVAILABLE BUYER'S INFORMATION TO ANYONE, OTHER THAN TO THOSE EMPLOYEES WHO HAVE A NEED TO KNOW IN ORDER FOR SELLER TO FULFILL ITS OBLIGATIONS UNDER THIS CONTRACT, WITHOUT THE PRIOR WRITTEN AGREEMENT OF BUYER. SELLER'S EMPLOYEES, ANY OTHER PERSON CONSENTED TO BY BUYER, TO WHOM BUYER'S INFORMATION IS MADE AVAILABLE SHALL SIGN AN AGREEMENT CONTAINING OBLIGATIONS SIMILAR TO THOSE CONTAINED IN THIS SECTION 4 AND IN SECTION 11.							
				SELLER SHALL PROVIDE FOR THE PHYSICAL, MANAGERIAL AND ELECTRONIC SECURITY OF BUYER'S INFORMATION SUCH THAT THE BUYER'S INFORMATION IS REASONABLY MAINTAINED AND SECURED, ENSURING IT IS SAFE FROM UNAUTHORIZED ACCESS OR USE DURING UTILIZATION, TRANSMISSION AND STORAGE. SHOULD ANY UNAUTHORIZED BREACH OCCUR, SELLER SHALL NOTIFY BUYER AS SOON AS REASONABLY PRACTICABLE, BUT NOT LATER THAN 24 HOURS AFTER THE							



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER: TC927100

PAGE 13

VENDOR NUMBER 11-175-7464

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

INVOICE TO:

& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636

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

US

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.

ORDER DATE

04/22/09

PHONE: 586-492-8477

V. BARAD

ALTERATION ISSUE DATE

ALTERATION EFFECTIVE DATE

7801

Buyer

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is Shown Hereon, additional terms and conditions Attached Hereon Apply.

ALTERATION EFFECTIVE DATE

PURCHASING AGENT

PAYMENT TERMS

NET 60 DAYS

DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA
REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
			<p>SELLER BECOMES AWARE OF SUCH BREACH.</p> <p>AT BUYER'S REQUEST OR UPON COMPLETION OF SELLER'S USE OF BUYER'S INFORMATION, SELLER WILL RETURN ALL COPIES OF BUYER'S INFORMATION TO BUYER OR, AT BUYER'S REQUEST, WILL DESTROY BUYER'S INFORMATION AND CERTIFY SUCH DESTRUCTION TO BUYER. SELLER MAY RETAIN A COPY OF BUYER'S INFORMATION, FOR ARCHIVAL PURPOSES ONLY, SUBJECT TO SELLER'S CONTINUING OBLIGATIONS UNDER THIS SECTION 4.</p> <p>SELLER FURTHER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS FROM ALL LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS, CLAIMS, DEMANDS AND EXPENSES (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES), ARISING OUT OF THE DISCLOSURE OR IMPROPER USE OF BUYER'S INFORMATION BY SELLER OR SELLER'S EMPLOYEES. SELLER WILL IMMEDIATELY NOTIFY BUYER UPON LEARNING OF ANY UNAUTHORIZED USE OR DISCLOSURE OF ANY BUYER'S INFORMATION.</p> <p>SELLER RECOGNIZES THAT THE DISCLOSURE OF BUYER'S INFORMATION MAY GIVE RISE TO IRREPARABLE INJURY AND ACKNOWLEDGES THAT REMEDIES OTHER THAN INJUNCTIVE RELIEF MAY NOT BE ADEQUATE. ACCORDINGLY, BUYER HAS</p>							



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER : TC527100

PAGE 14

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

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

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.

This order is not binding until accepted. Acceptance should be executed on a return development copy which should be returned to the originator.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is shown hereon, additional terms and conditions attached hereto apply.

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

PAYMENT TERMS NET 60 DAYS
FREIGHT COLLECT
SHIP VIA REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
			<p>THE RIGHT TO SEEK EQUITABLE AND INJUNCTIVE RELIEF TO PREVENT THE UNAUTHORIZED DISCLOSURE OF ANY BUYER'S INFORMATION, AS WELL AS SUCH DAMAGES OR OTHER RELIEF AS IS OCCASIONED BY SUCH UNAUTHORIZED USE OR DISCLOSURE.</p> <p>IN THE EVENT SELLER IS REQUIRED TO DISCLOSE BUYER'S INFORMATION IN CONNECTION WITH ANY JUDICIAL PROCEEDING OR GOVERNMENT INVESTIGATION, THEN SELLER SHALL PROMPTLY NOTIFY BUYER AND ALLOW A REASONABLE TIME FOR BUYER TO SEEK A PROTECTIVE ORDER FROM THE APPROPRIATE COURT OR GOVERNMENT AGENCY. THEREAFTER, SELLER MAY DISCLOSE BUYER'S INFORMATION TO THE EXTENT REQUIRED BY LAW, SUBJECT TO ANY APPLICABLE PROTECTIVE ORDER.</p> <p>IN ADDITION, SELLER RECOGNIZES THAT ITS CLOSE ASSOCIATION WITH BUYER'S PERSONNEL AND ACCESS TO BUYER'S INFORMATION IN THE COURSE OF PERFORMING THIS CONTRACT MAY ENABLE SELLER TO EVALUATE PUBLICLY AVAILABLE INFORMATION ABOUT BUYER FROM AN INSIDER'S PERSPECTIVE AND THAT BUYER'S PROPRIETARY INFORMATION WOULD BE REVEALED IF SUCH EVALUATIONS WERE PUBLISHED. THEREFORE, SELLER AGREES NOT TO PUBLISH, OR HELP ANYONE PUBLISH, ANYTHING WHATSOEVER ABOUT BUYER CONCERNING THE SUBJECT MATTER OF THIS CONTRACT,</p>							



General Motors Corporation

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

SHIP TO:
SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER: TCS27100

PAGE 15

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

INVOICE TO:
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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer. The terms and conditions to which Seller agrees, by acceptance of this order, are the terms and conditions of the contract. The contract shall be the contract between Buyer and Seller and no other 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 representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

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.
ORDER DATE 04/22/09
ALTERNATION ISSUE DATE 7801
ALTERNATION EFFECTIVE DATE
SHIP VIA REFER TO WWW.GMSHIPPING.COM
PHONE: 586-492-8477
V. BARAD
7801
Buyer
PURCHASING AGENT

PAYMENT TERMS NET 60 DAYS
FREIGHT COLLECT
DESTINATION UNLESS OTHERWISE INDICATED

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE / %	PRICE MULTIPLE	UNIT OF MEASURE
				EXCEPT WITH THE PRIOR WRITTEN CONSENT OF BUYER.					
				5. CHANGES BUYER RESERVES THE RIGHT, AT ANY TIME AND FROM TIME TO TIME, TO DIRECT CHANGES TO THE STATEMENT OF REQUIREMENTS, AND SELLER AGREES TO PROMPTLY EFFECT SUCH CHANGES. ANY DIFFERENCE IN PRICE OR TIME FOR PERFORMANCE RESULTING FROM SUCH CHANGES SHALL BE EQUITABLY ADJUSTED BY BUYER AFTER RECEIPT OF DOCUMENTATION IN SUCH FORM AND DETAIL AS BUYER MAY DIRECT. ANY CHANGES TO THIS CONTRACT SHALL BE MADE IN ACCORDANCE WITH PARAGRAPH 31 OF THE GENERAL TERMS AND CONDITIONS.					
				6. INFORMATION GATHERING PRACTICES WITHOUT LIMITING PARAGRAPH 25 OF THE GENERAL TERMS AND CONDITIONS, SELLER HEREBY AGREES THAT ITS ACQUISITION OF INFORMATION ON BEHALF OF BUYER SHALL BE IN COMPLIANCE WITH ALL APPLICABLE LAWS AND, IN ADDITION, SHALL BE IN COMPLIANCE WITH THE FOLLOWING ETHICAL PRINCIPLE EXCERPTED FROM THE GM GUIDELINES FOR EMPLOYEE CONDUCT: "THERE ARE, HOWEVER, IMPORTANT LIMITATIONS ON HOW					



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER : TC527100

PAGE 16

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

39500 ORCHARD HILL PL STE 550

NOVI MI

48375

INVOICE TO: & 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 the vendor. The vendor and conditions, to which Seller 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 agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is shown hereon, additional terms and conditions Attached hereto Apply.

FO B DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

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.

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

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
PAYMENT TERMS			NET 60 DAYS							
NET			AND WHAT COMPETITIVE INFORMATION MAY BE OBTAINED. NO IMPROPER MEANS MAY BE USED TO ACQUIRE CONFIDENTIAL OR PROPRIETY INFORMATION FROM ANY COMPETITOR, SUPPLIER OR CUSTOMER. IMPROPER MEANS WOULD INCLUDE ANY FORM OF INDUSTRIAL ESPIONAGE, THE PAYMENT OF MONEY OR GIVING OF ANY FAVOR OR CONSIDERATION, OR THE HIRING OF A COMPETITOR'S EMPLOYEES TO OBTAIN CONFIDENTIAL INFORMATION. INFORMATION WHICH MAY NOT BE SOUGHT WOULD INCLUDE DATA ON A COMPETITOR'S UNANNOUNCED NEW PRODUCTS OR CONFIDENTIAL DATA RELATING TO COSTS, PRICES OR PROFITS."							
7. RIGHT TO AUDIT			BUYER, AT ITS EXPENSE, HAS THE RIGHT TO ENTER ONTO SELLER'S PREMISES TO REVIEW AND/OR AUDIT THE APPROPRIATE RECORDS, INCLUDING THE ADMINISTRATIVE PROCEDURES OF SELLER, TO SUBSTANTIATE THE CHARGES INVOICED UNDER THIS CONTRACT. SELLER WILL PRESERVE ALL PERTINENT DOCUMENTS FOR THE PURPOSE OF AUDITING CHARGES INVOICED BY SELLER FOR A PERIOD OF TWO (2) YEARS AFTER FINAL PAYMENT, OR SUCH LONGER PERIOD AS BUYER SPECIFIES IN THIS CONTRACT. SELLER FURTHER AGREES TO COOPERATE FULLY WITH BUYER WITH ALL REASONABLE REQUESTS OF BUYER DURING REVIEW(S) OR							



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER
TGS27100

PAGE 17

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

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

This order is not binding until accepted. Acceptance should be returned on acknowledgment copy which should be returned.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is Shown Hereon, additional terms and conditions Attached Herein Apply.

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.

ORDER DATE 04/22/09
ALTERNATION ISSUE DATE 7801
BUYER

PHONE: 586-492-8477
V. BARAD

SHIP VIA REFER TO WWW.GMSHIPPING.COM

DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

PAYMENT TERMS

NET NET 60 DAYS

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
			8. SELLER'S PERSONNEL	<p>8. SELLER'S PERSONNEL</p> <p>WHEN, IN THE PERFORMANCE OF THIS CONTRACT, SELLER'S PERSONNEL ARE TO BE LOCATED AT BUYER'S SITE, SELLER WILL FURNISH A COMPLETE LIST OF ALL PERSONNEL TO BE LOCATED AT THE BUYER'S SITE AND SELLER SHALL BE RESPONSIBLE FOR ALL ACTIONS OF ITS PERSONNEL. SELLER AGREES TO COMPLY WITH ALL REGULATIONS AND POLICIES AT BUYER'S SITE, AND BUYER RESERVES THE RIGHT TO BAR EMPLOYEES, REPRESENTATIVES OR AGENTS OF SELLER FROM BUYER'S SITE FOR FAILURE TO OBSERVE SUCH REGULATIONS AND POLICIES. SELLER'S PERSONNEL SHALL IN NO EVENT BE CONSIDERED EMPLOYEES OF BUYER; SELLER WILL REMAIN RESPONSIBLE FOR ALL WAGES, TAXES, BENEFITS, PAYROLL DEDUCTIONS, REMITTANCES, AND OTHER OBLIGATIONS WITH RESPECT TO ITS PERSONNEL.</p> <p>9. EXCLUSIVE SERVICES</p>						



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER
TCS27100

PAGE 18

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.

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

INVOICE TO:
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 evidenced by an acknowledgment copy which should be returned to Buyer.
This order is not binding until accepted. Acceptance should be evidenced by an acknowledgment copy which should be returned to Buyer.
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is Shown Hereon, additional terms and conditions Attached Hereon Apply.

FO B DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSHIPPING.COM
ORDER DATE 04/22/09 PHONE: 586-492-8477
ALTERATION ISSUE DATE 7801 V. BARAD Buyer
ALTERATION EFFECTIVE DATE BUYER
PURCHASING AGENT

PAYMENT TERMS

NET 60 DAYS

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	REQ NUMBER	DATE REQUIRED	TAX CODE /%	PRICE MULTIPLE	UNIT OF MEASURE
<p>SELLER AGREES THAT, AT BUYER'S REQUEST OR AS PROVIDED 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 SUBSTANTIALLY 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 IMPOSED BY LOCAL LAW.</p> <p>10. MALICIOUS SOFTWARE</p> <p>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 MALICIOUS SOFTWARE, SELLER WILL WORK WITH BUYER TO IMMEDIATELY REMOVE SUCH MALICIOUS SOFTWARE FROM ALL INFECTED EQUIPMENT, DATABASE(S) AND NETWORK(S) AND WILL RESTORE SUCH EQUIPMENT, DATABASE(S) AND NETWORK(S) TO THEIR ORIGINAL STATE.</p> <p>11. SELLER'S HANDLING OF PERSONALLY IDENTIFIABLE DATA</p>									



General Motors Corporation

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

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER
TC927100

PAGE 19

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

INVOICE TO:

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

This order is not binding until accepted. Acceptance should be evidenced on acknowledgment copy which should be returned to Buyer. This order includes 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is Shown Hereon, additional terms and conditions attached hereto apply.

FO.B DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

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 Attr: Accounts Payable
Do not Declare Valuation of Express Shipments or Insure Parcel Post.
ORDER DATE 04/22/09
ALTERNATION ISSUE DATE 7/801
ALTERNATION EFFECTIVE DATE
BUYER
PURCHASING AGENT
PHONE: 586-492-8477
V. BARAD

SHIP VIA REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O NUMBER	DATE REQUIRED	TAX CODE /%	PRICE MULTIPLE	UNIT OF MEASURE
NET	NET 60 DAYS								
			<p>BUYER HAS PRIVACY STATEMENTS ("PRIVACY STATEMENTS") IN PLACE THAT EXPLAIN TO THIRD PARTIES, SUCH AS CUSTOMERS, POTENTIAL CUSTOMERS AND EMPLOYEES, HOW 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:</p> <p>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 ONLINE CONTACT DATA (E.G., INSTANT MESSAGING USER IDENTIFIER); (D) A TELEPHONE NUMBER; (E) A SOCIAL SECURITY NUMBER; (F) AN INTERNET PROTOCOL ADDRESS; (G) A PERSISTENT IDENTIFIER (E.G., A UNIQUE CUSTOMER NUMBER IN A COOKIE); AND (H) ANY OTHER DATA THAT IS COMBINED WITH ANY OF THE ABOVE.</p> <p>SELLER SHALL TREAT THE PERSONALLY IDENTIFIABLE DATA AS BUYER'S INFORMATION UNDER SECTION 4. IN ADDITION, SELLER RECOGNIZES THAT BUYER'S PRIVACY STATEMENTS, AS WELL AS CERTAIN LAWS WHICH MAY BE APPLICABLE, ALLOW DATA SUBJECTS THE</p>						



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
FAX 502-797-6053
WARREN MI
48090

SHIP TO:

SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER
TGS27100

PAGE 20

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

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

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.

This order is not binding until accepted. Acceptance should be returned to Buyer. This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereon Apply.

ORDER DATE 04/22/09
ALTERNATION DATE 04/22/09
ALTERNATION ISSUE DATE 04/22/09
PHONE: 586-492-8477
V. BARAD
7801
Buyer

FO.B DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	P.O. NUMBER	DATE REQUIRED	TAX CODE / %	PRICE MULTIPLE	UNIT OF MEASURE
NET	NET 60 DAYS			RIGHT TO ACCESS, CORRECT OR HAVE DELETED CERTAIN PERSONALLY IDENTIFIABLE DATA, AS WELL AS TO MAKE AND CHANGE CERTAIN CHOICES WITH RESPECT TO THE PERMISSIBLE USE OF PERSONALLY IDENTIFIABLE DATA. SIMILARLY, BUYER HAS THE RIGHT TO CHANGE ITS PRIVACY STATEMENTS FROM TIME TO TIME AND MODIFY CERTAIN CHOICES GIVEN TO DATA SUBJECTS WITH RESPECT TO THEIR PERSONALLY IDENTIFIABLE DATA. TO ENSURE THAT REQUESTS FROM DATA SUBJECTS ARE EXPEDITIOUSLY HANDLED, SELLER AGREES THAT ANY SUCH REQUEST FOR ACCESS, CHANGE, CORRECTION, OR CHOICE MODIFICATION OF PERSONALLY IDENTIFIABLE DATA MADE BY OR THROUGH BUYER, OR MADE PURSUANT TO PROCEDURES ESTABLISHED BY BUYER, BE EFFECTED IN A MANNER WHICH WILL RESULT IN COMPLETION OF THE ACTION IN A PERIOD NO LONGER THAN 30 DAYS, INCLUSIVE OF ANY TIME REQUIRED BY SELLER'S SUBCONTRACTORS.					
<p>UPON BUYER'S REQUEST, SELLER SHALL CAUSE ITS INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS TO CONFIRM SELLER'S PERFORMANCE OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT. IN ADDITION, SELLER SHALL ALLOW THE AUDIT OF ITS OBLIGATIONS UNDER THIS AGREEMENT BY BUYER OR ITS AUTHORIZED REPRESENTATIVE.</p>									



General Motors Corporation

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

SHIP TO:
SEE BODY OF PURCHASE ORDER
FOR SHIPPING ADDRESS

PURCHASE ORDER: TCS27100 PAGE 21

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

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

This order is not binding until accepted. Acceptance should be returned on acknowledgment copy which should be returned to Buyer.
On the reverse side listed 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is shown hereon, additional terms and conditions attached hereto apply.

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.

ORDER DATE: 04/22/09
ALTERNATION ISSUE DATE: 7801
ALTERNATION EFFECTIVE DATE: _____
PURCHASING AGENT: _____

PAYMENT TERMS: NET 60 DAYS
FREIGHT COLLECT
DESTINATION UNLESS OTHERWISE INDICATED
SHIP VIA: REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	REQ NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
<p>12. DELETED GENERAL TERMS AND CONDITIONS PARAGRAPHS 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</p> <p>TERMS AND CONDITIONS SEPTEMBER 2004, APPLY OF WHICH SUPPLIER HAS RECEIVED A COPY.</p>										



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI 48090

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

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

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse side listed 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions shall be binding on either party.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

PURCHASE ORDER
TC527138

PAGE 1

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.

ORDER DATE: 04/23/09
ALTERNATION ISSUE DATE: 7811
ALTERNATION EFFECTIVE DATE: _____
BUYER: G. MCEACHERN
PURCHASING AGENT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	REQ NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
<p>NET 2ND DAY OF 2ND MONTH</p> <p>F.O.B. DESTINATION UNLESS OTHERWISE INDICATED FREIGHT COLLECT</p> <p>THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES)</p> <p>SUPPLIER HELP DESK FOR GM INDIRECT/MACHINERY AND EQUIPMENT PURCHASING AVAILABLE DURING DETROIT BUSINESS HOURS AT 1-888-376-6115 AND ON-LINE AT IMEHELPPDESK@GM.COM</p> <p>QUESTIONS RELATED TO PAYMENT ISSUES, PLEASE CONTACT DISBURSEMENTS AT 248-874-4636.</p> <p>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.</p> <p>*SERVICEMEN-LABOR* ADVISE PURCHASING IN WRITING OF INVOICE PRICE IN DETAIL REFERENCING PO #, OUTLINE LABOR CHARGES, PARTS AND TRAVEL EXPENSES. FAX TO BUYER. FAILURE TO PROVIDE THIS INFORMATION WILL RESULT IN UNPAID INVOICES.</p> <p>A CERTIFICATE OF INSURANCE MUST BE PROVIDED PRIOR TO SELLER ENTERING A GMC FACILITY.</p>										

15050928
A005623 USER HARITHA JAYA
120259

ORIGINAL

CONTINUE PAGE 2

CHAM08 4/93

015
5/15/09



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI 48090

SHIP TO:

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

INVOICE TO:

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

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

This order is not binding until accepted. Acceptance should be evidenced on acknowledgment copy which should be returned to Buyer.
On the reverse side hereof are the terms and conditions to which Seller agrees by acceptance of this order.
This order, including this terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions shall be binding on either party.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereon Apply.

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.

ORDER DATE 04/23/09
ALTERNATION ISSUE DATE
ALTERATION EFFECTIVE DATE

PHONE: 586-575-1361
G. MCEACHERN
7811 Buyer

SHIP VIA REFER TO WWW.GMSHIPPING.COM

PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00001	5	PRYX8188 001	11190 CANOE RUN V7.1 MICHAEL R ROSATI 734-320-8588 DELIVER TO: POWERTRAIN HEADQUARTERS 895 JOSLYN RD. PONTIAC, MI 48340 ATTN: MICHAEL ROSATI, 734-320-8588 WHO ORDERED: ROSATI 734-320-8588			05/04/09	C 0.00%	5213.2500		COPY
00002	10	PRYX8188 002	07136 CANBOARDXL PCIE V1.0 MICHAEL R ROSATI 734-320-8588 WHO ORDERED: ROSATI 734-320-8588			05/04/09	C 0.00%	875.0000		CARD
00003	15	PRYX8188 003				05/04/09	C 0.00%	155.6100		PCS

A005623 USER HARITHA JAYA

ORIGINAL

CONTINUE PAGE 3

CHMM08 4/93

PURCHASE ORDER : TCS27138

PAGE 2



General Motors Corporation

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

SHIP TO:

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

PURCHASE ORDER: TCS27138

PAGE 3

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

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between the Buyer and Seller and no other agreement, conditions, terms, and conditions will be binding upon the Buyer unless made a part of this order and signed by the Buyer.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

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.

ORDER DATE 04/23/09
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
SHIP VIA
REFER TO WWW.GMSHIPPING.COM

PHONE: 586-575-1361
G. MCEACHERN
Buyer
PURCHASING AGENT

NET 2ND DAY OF 2ND MONTH

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00004	5	PRYX8188 004	22022 CANPIGGY 57900PTO C SINGLEWIRE MICHAEL R ROSATI 734-320-8588 WHO ORDERED: ROSATI 734-320-8588			05/04/09	C 0.00%	155.6100		PCS
00005	5	PRYX8188 005	MA-COR MAINTENANCE AGREEMENT CANOE RUN MICHAEL R ROSATI 734-320-8588 WHO ORDERED: ROSATI 734-320-8588			05/04/09	C 0.00%	1296.0000		COPY

CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT)
CONTRACT CLAUSE
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.USTRAS.GOV/ENFORCE/TPAT.HTM). AT BUYER'S OR THE CUSTOMS



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI
48090

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

SHIP TO:
GM - NAO TECHNICAL CENTER
CHEVROLET CENTRAL OFFICE
BIDG 2-5 DOCK 17
30007 VAN DYKE
WARREN MI
48090-9065

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions shall be binding on Seller.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PURCHASE ORDER
TC927138

PAGE 4

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.

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

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE / %	SHIP VIA	REFER TO WWW.GMSHIPPING.COM
---------------	------------------	-------------------------	-----------	-------------	------------	---------------	--------------	----------	-----------------------------

NET 2ND DAY OF 2ND MONTH
FREIGHT COLLECT
F.O.B DESTINATION UNLESS OTHERWISE INDICATED
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: EFFECTIVE SEPTEMBER 1, 2008 SIGNIFICANT CHANGES HAVE BEEN MADE TO THE GMVA SHIPPING INSTRUCTIONS. PLEASE REVIEW FOR CARRIER UPDATES. NON-COMPLIANCE TO THESE INSTRUCTIONS MAY RESULT IN FREIGHT CHARGES BEING DEBITED BACK TO THE SUPPLIER.
GM ROUTING / SHIPPING INSTRUCTIONS CAN BE FOUND AT WWW.GMSHIPPING.COM

EXPORT ADMINISTRATION REGULATIONS (EAR) CONTROLLED PURCHASES

THE TECHNICAL DATA ASSOCIATED WITH THIS EQUIPMENT, SERVICE OR PART IS CONTROLLED UNDER U.S. EXPORT LAWS. YOU MAY NOT EXPORT OR RE-EXPORT THE TECHNICAL DATA, INCLUDING BUT NOT LIMITED TO PRINTS, ROUTINGS AND SPECIFICATIONS ASSOCIATED WITH THIS REQUEST FOR QUOTATION OR PURCHASE CONTRACT WITHOUT THE PROPER



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI
48090

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

PURCHASE ORDER : TCS27138

PAGE 5

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

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

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.

This order is not binding until accepted. Acceptance should be secured on acknowledgment copy which should be returned to Buyer.
The order is not binding until accepted. Acceptance should be secured on acknowledgment copy which should be returned to Buyer.
This order is not binding until accepted. Acceptance should be secured on acknowledgment copy which should be returned to Buyer.
If Government Contract Number Is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

ORDER DATE 04/23/09
ALTERNATION ISSUE DATE 7811
ALTERNATION EFFECTIVE DATE
BUYER
PURCHASING AGENT

NET 2ND DAY OF 2ND MONTH
PAYMENT TERMS
FREIGHT COLLECT
DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA
REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
				GOVERNMENTAL AUTHORIZATIONS.						
<p>UNLESS OTHERWISE INDICATED IN THIS RFQ, SELLER IS REQUIRED TO HAVE ELECTRONIC DATA INTERCHANGE CAPABILITY WORLDWIDE.</p> <p>"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 LIABILITY RELATED TO ITS PURCHASE AND USE OF TANGIBLE PERSONAL PROPERTY AND SERVICES (1). THEREFORE, EFFECTIVE IMMEDIATELY, THIS TAX CLAUSE SUPERSEDES ALL TAX CODE INFORMATION FOUND ON THIS ORDER EXCEPT FOR THOSE STATES NOT IDENTIFIED BELOW. FOR THOSE STATES NOT IDENTIFIED BELOW, PLEASE CONTINUE TO FOLLOW THE SPECIFIC TAX CODE INSTRUCTIONS FOUND ON THIS ORDER. LISTED BELOW ARE DIRECT PAY PERMIT OR SALES TAX LICENSE NUMBERS FOR THE STATES, OR GM LOCATIONS WITHIN A STATE, WHERE GM HOLDS DIRECT PAY AUTHORITY:</p> <p>* * * * *</p> <p>GENERAL MOTORS CORPORATION PERMITS: GEORGIA #044-38-00894-3 INDIANA #003-2804890001</p>										



General Motors Corporation

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

SHIP TO:

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

PURCHASE ORDER: TGS27138

PAGE 6

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

INVOICE TO:

& 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 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be given effect.
If Government Contract Number is Shown Hereon, additional terms and conditions Attached Herein Apply.

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

PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

PRELIMINARY DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.Q. NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
			KENTUCKY #0000-10							
			KANSAS #98-0003B	(FAIRFAX ONLY)						
			LOUISIANA #6009013-008DP	(SHREVEPORT ONLY)						
			MARYLAND #20							
			MICHIGAN #ME-0900440							
			MISSISSIPPI #42277	(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:							
			MICHIGAN #38-3506814							

			SATURN CORPORATION PERMITS:							
			MICHIGAN #38-2577506							
			TENNESSEE #100315259							

			FURTHER, IF THIS ORDER RELATES TO THE CONSTRUCTION CONTRACT FOR REAL PROPERTY, ALL APPLICABLE SALES AND USE TAXES ARE THE RESPONSIBILITY OF THE CONTRACTOR							



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI
48090

SHIP TO:

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

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

PURCHASE
ORDER: TCS27138

PAGE 7

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

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

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.

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between the parties. Other agreements in any way modifying any of said terms and conditions will be binding upon the Buyer unless made in writing and signed by the Buyer.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

ORDER DATE 04/23/09
ALTERNATION ISSUE DATE
ALTERATION EFFECTIVE DATE
SHIP VIA
REFER TO WWW.GM SHIPPING.COM

PHONE: 586-575-1361
G. MCEACHERN
7811
Buyer
PURCHASING AGENT

NET 2ND DAY OF 2ND MONTH
FREIGHT COLLECT
DESTINATION UNLESS OTHERWISE INDICATED

ITEM SEQUENCE QUANTITY ORDERED ITEM IDENTIFICATION NO. NOUN NAME DESCRIPTION R.F.O. NUMBER DATE REQUIRED TAX CODE /%

(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 RESPONSIBILITY FOR PAYMENT OF SALES & USE TAXES ARE OTHERWISE SPECIFICALLY OUTLINED IN THE CONTRACT. WITH REFERENCE TO TEXAS: IF THE ORDER RELATES TO A CONSTRUCTION CONTRACT FOR REAL PROPERTY, THE 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:

DISBURSEMENT SERVICES -
CUSTOMER COMMUNICATION CENTER
PHONE: (248) 874-4636

(1) EXCLUDING ALL TELECOMMUNICATIONS SERVICES,



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI 48090

SHIP TO:
GM - NAO TECHNICAL CENTER
CHEVROLET CENTRAL OFFICE
BIDG 2-5 DOCK 17
30007 VAN DYKE
WARREN MI 48090-9065

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

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

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.

ORDER DATE 04/23/09
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
SHIP VIA
REFER TO WWW.GMSHIPPING.COM

PHONE: 586-575-1361
G. MCHACHERN
7811
Buyer
PURCHASING AGENT

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RTG NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
				ADDITIONAL PROVISIONS FOR NON-TECHNICAL SERVICES 1. PROVISION OF SERVICES; STANDARD OF WORKMANSHIP SELLER AGREES TO PROVIDE SERVICES TO BUYER IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT AND THE STATEMENT OF REQUIREMENTS, WHICH HAS BEEN PROVIDED TO SELLER AND IS INCORPORATED INTO THIS CONTRACT BY REFERENCE ("SERVICES"). SERVICES WILL BE PERFORMED BY COMPETENT PERSONNEL, AND WILL BE OF PROFESSIONAL QUALITY, CONSISTENT WITH GENERALLY ACCEPTED INDUSTRY STANDARDS FOR THE PERFORMANCE OF SUCH SERVICES. SELLER WILL ENSURE THAT IT HAS ALL NECESSARY RESOURCES TO PROVIDE THE SERVICES, INCLUDING, WITHOUT LIMITATION, PROPERLY TRAINED AND LICENSED PERSONNEL, MACHINERY, EQUIPMENT AND MATERIALS. 2. PAYMENT FOR SERVICES; EXPENSES SELLER WILL BE PAID AS SET FORTH IN THIS CONTRACT, BUT SUCH PAYMENTS MAY NOT EXCEED THE PRICE ESTIMATE STATED IN THIS CONTRACT WITHOUT BUYER'S WRITTEN APPROVAL. BUYER WILL ALSO REIMBURSE ANY REASONABLE AND NECESSARY OUT-OF-POCKET TRAVEL COSTS IN ACCORDANCE WITH BUYER'S TRAVEL GUIDELINES (A COPY OF WHICH HAS BEEN RECEIVED BY SELLER), AS WELL AS THE COST OF ANY APPROVED SUBCONTRACTED SERVICES. ALL						

PURCHASE ORDER : TC927138



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI
48090

FAX 602-797-6053
WARREN MI
48090

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

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

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions.
Buyer's attention is directed to the fact that the terms and conditions of this order shall be deemed to have been accepted by Buyer's authorized representative when the order is placed.
If Government Contract Number is shown hereon, additional terms and conditions attached hereto apply.

PURCHASE ORDER: TCS27138

PAGE 9

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.

ORDER DATE 04/23/09
ALTERNATION ISSUE DATE 7811
ALTERNATION EFFECTIVE DATE
SHIP VIA
REFER TO WWW.GMSHIPPING.COM

PHONE: 586-575-1361
G. MCEACHERN
7811
Buyer
PURCHASING AGENT

PAYMENT TERMS 2ND DAY OF 2ND MONTH
NET
FREIGHT COLLECT
DESTINATION UNLESS OTHERWISE INDICATED
SHIP VIA

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOON NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
---------------	------------------	-------------------------	-----------	-------------	---------------	---------------	--------------	-----------------	----------------	-----------------

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.

3. DELIVERABLES; RIGHTS
UPON 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 IN DELIVERABLES, INCLUDING, BUT NOT LIMITED TO, TRADE NAMES, TRADEMARKS, SERVICE MARKS AND COPYRIGHTS, BOTH AS WORKS IN PROCESS AND AS FINISHED PRODUCTS.



General Motors Corporation

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

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

PURCHASE
ORDER : TCS27138

PAGE 10

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

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

This order is not binding until accepted. Acceptance should be executed on a development copy which should be returned to Buyer.
On the reverse side hereof are the terms and conditions in which Seller agrees by acceptance of this order.
The order including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement of Buyer and Seller and no other agreement or any modification of said terms and conditions will be binding upon the Buyer or Seller unless it is in writing and signed by both parties.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

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.

ORDER DATE 04/23/09
ALTERNATION ISSUE DATE 7811
ALTERNATION EFFECTIVE DATE
SHIP VIA
REFER TO WWW.GMSHIPPING.COM

PHONE: 586-575-1361
G. MCEACHERN
Buyer

PURCHASING AGENT

PAYMENT TERMS NET 2ND DAY OF 2ND MONTH
FREIGHT COLLECT
DESTINATION UNLESS OTHERWISE INDICATED
SHIP VIA
REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOVN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE	
				ANY COPYRIGHT COVERING SUCH MATERIALS, IF REGISTERED, 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 UTILIZES ANY OF ITS OR A SUBCONTRACTOR'S PROPERTY (INCLUDING, 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 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							



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI 48090

SHIP TO:

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

PURCHASE ORDER : TCS27138

PAGE 11

US

VENDOR NUMBER 11-175-7464

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

INVOICE TO:

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions shall be binding on either party.
If Government Contract Number is Shown Hereon, additional terms and conditions Attached Hereon Apply.

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.

ORDER DATE 04/23/09
ALTERNATION ISSUE DATE 7811
ALTERATION EFFECTIVE DATE

SHIP VIA

PHONE: 586-575-1361
G. MCEACHERN
Buyer
PURCHASING AGENT

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH

F.O.B DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R F Q NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE	
				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 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 EXPRESSLY WAIVES ANY CLAIM AGAINST BUYER THAT SUCH INFRINGEMENT AROSE OUT OF COMPLIANCE WITH BUYER'S SPECIFICATION. 4. CONFIDENTIALITY FOR PURPOSE OF THIS SECTION 4, BUYER'S INFORMATION MEANS ALL INFORMATION (ORAL OR WRITTEN) AND DOCUMENTS (IN ANY MEDIUM) THAT 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							



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI
48090

SHIP TO:

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

PURCHASE
ORDER : TCS27138

PAGE 12

US

VENDOR NUMBER 11-175-7464

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

INVOICE TO:

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

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

On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions shall be effective unless specifically stated otherwise. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereon Apply.

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

PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

DESTINATION UNLESS OTHERWISE INDICATED
F.O.B. FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

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



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI
48090

SHIP TO:

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

PURCHASE ORDER: TCS27138

PAGE 13

US

INVOICE TO: & EQUIP ONLY. QUESTIONS TO:

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

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions shall be binding on either party.
If Government Contract Number is shown hereon, additional Terms and Conditions Attached Herein Apply.

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.

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

SHIP VIA
REFER TO WWW.GMSHIPPING.COM

PURCHASING AGENT

PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

F.O.B DESTINATION UNLESS OTHERWISE INDICATED

PREIGHT COLLECT

SHIP VIA
REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE	
				<p>AT BUYER'S REQUEST OR UPON COMPLETION OF SELLER'S USE OF BUYER'S INFORMATION, SELLER WILL RETURN ALL COPIES OF BUYER'S INFORMATION TO BUYER OR, AT BUYER'S REQUEST, WILL DESTROY BUYER'S INFORMATION AND CERTIFY SUCH DESTRUCTION TO BUYER. SELLER MAY RETAIN A COPY OF BUYER'S INFORMATION, FOR ARCHIVAL PURPOSES ONLY, SUBJECT TO SELLER'S CONTINUING OBLIGATIONS UNDER THIS SECTION 4.</p> <p>SELLER FURTHER AGREES TO INDEMNIFY AND HOLD BUYER HARMLESS FROM ALL LIABILITIES, DAMAGES, FINES, PENALTIES, COSTS, CLAIMS, DEMANDS AND EXPENSES (INCLUDING COSTS OF DEFENSE, SETTLEMENT AND REASONABLE ATTORNEY'S FEES), ARISING OUT OF THE DISCLOSURE OR IMPROPER USE OF BUYER'S INFORMATION BY SELLER OR SELLER'S EMPLOYEES. SELLER WILL IMMEDIATELY NOTIFY BUYER UPON LEARNING OF ANY UNAUTHORIZED USE OR DISCLOSURE OF ANY BUYER'S INFORMATION.</p> <p>SELLER RECOGNIZES THAT THE DISCLOSURE OF BUYER'S INFORMATION MAY GIVE RISE TO IRREPARABLE INJURY AND ACKNOWLEDGES THAT REMEDIES OTHER THAN INJUNCTIVE RELIEF MAY NOT BE ADEQUATE. ACCORDINGLY, BUYER HAS THE RIGHT TO SEEK EQUITABLE AND INJUNCTIVE RELIEF TO</p>							



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI 48090

SHIP TO:

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

PURCHASE ORDER
TCS27138

PAGE 14

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

39500 ORCHARD HILL PL STE 550
NOVI MI 48375

INVOICE TO: CUSTOMER SERVICE 248 874-4636

MAIL INVOICE: GM FSS ABP

PO BOX 63490, PHOENIX AZ 85082-3490

US

ORDER DATE 04/23/09
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 586-575-1361
G. MCHACHERN
7811 Buyer

This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be given effect. If Goods are shipped by air, the terms and conditions of the applicable International Air Transport Association (IATA) Tariff will apply. If Goods are shipped by sea, the terms and conditions of the applicable International Maritime Rules will apply. If Goods are shipped by rail, the terms and conditions of the applicable International Convention for the Contract of Carriage by Rail (CIM) will apply. If Goods are shipped by road, the terms and conditions of the applicable International Convention for the Contract of Carriage by Road (CMR) will apply. If Goods are shipped by air, sea, rail or road, the terms and conditions of the applicable International Convention for the Contract of Carriage by Air (CMI) will apply. Attached hereto apply.

SHIP VIA REFER TO WWW.GMSHIPPING.COM

PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

DESTINATION UNLESS OTHERWISE INDICATED

SHIP VIA REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	REQ NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE	
				PREVENT THE UNAUTHORIZED DISCLOSURE OF ANY BUYER'S INFORMATION, AS WELL AS SUCH DAMAGES OR OTHER RELIEF AS IS OCCASIONED BY SUCH UNAUTHORIZED USE OR DISCLOSURE.							
				IN THE EVENT SELLER IS REQUIRED TO DISCLOSE BUYER'S INFORMATION IN CONNECTION WITH ANY JUDICIAL PROCEEDING OR GOVERNMENT INVESTIGATION, THEN SELLER SHALL PROMPTLY NOTIFY BUYER AND ALLOW A REASONABLE TIME FOR BUYER TO SEEK A PROTECTIVE ORDER FROM THE APPROPRIATE COURT OR GOVERNMENT AGENCY. THEREAFTER, SELLER MAY DISCLOSE BUYER'S INFORMATION TO THE EXTENT REQUIRED BY LAW, SUBJECT TO ANY APPLICABLE PROTECTIVE ORDER.							
				IN ADDITION, SELLER RECOGNIZES THAT ITS CLOSE ASSOCIATION WITH BUYER'S PERSONNEL AND ACCESS TO BUYER'S INFORMATION IN THE COURSE OF PERFORMING THIS CONTRACT MAY ENABLE SELLER TO EVALUATE PUBLICLY AVAILABLE INFORMATION ABOUT BUYER FROM AN INSIDER'S PERSPECTIVE AND THAT BUYER'S PROPRIETARY INFORMATION WOULD BE REVEALED IF SUCH EVALUATIONS WERE PUBLISHED. THEREFORE, SELLER AGREES NOT TO PUBLISH, OR HELP ANYONE PUBLISH, ANYTHING WHATSOEVER ABOUT BUYER CONCERNING THE SUBJECT MATTER OF THIS CONTRACT, EXCEPT WITH THE PRIOR WRITTEN CONSENT OF BUYER.							



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING

30009 VAN DYKE

FAX 602-797-6053

WARREN MI

48090

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

TO: 39500 ORCHARD HILL PL STE 550
NOVI MI

48375

SHIP TO:

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

48090-9065

US

INVOICE TO:

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 received on a development copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions shall be binding on Seller by Buyer's signature or otherwise.
If Government Contract Number is Shown Hereon, additional terms and conditions attached hereto apply.

PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

F.O.B DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GM SHIPPING.COM

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

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
---------------	------------------	-------------------------	-----------	-------------	---------------	---------------	--------------	-----------------	----------------	-----------------

5. CHANGES

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

6. INFORMATION GATHERING PRACTICES

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

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

PURCHASE PAGE 15
ORDER: TC527138

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.



General Motors Corporation

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

SHIP TO:

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

PURCHASE ORDER: TCS27138

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

INVOICE TO:

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions shall be binding on either party.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

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.

ORDER DATE 04/23/09
ALTERATION ISSUE DATE 7811
BUYER

ALTERATION EFFECTIVE DATE
PURCHASING AGENT

SHIP VIA
REFER TO WWW.GNSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R F O NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
<p>NET 2ND DAY OF 2ND MONTH</p> <p>NO IMPROPER MEANS MAY BE USED TO ACQUIRE CONFIDENTIAL OR PROPRIETARY INFORMATION FROM ANY COMPETITOR, SUPPLIER OR CUSTOMER. IMPROPER MEANS WOULD INCLUDE ANY FORM OF INDUSTRIAL ESPIONAGE, THE PAYMENT OF MONEY OR GIVING OF ANY FAVOR OR CONSIDERATION, OR THE HIRING OF A COMPETITOR'S EMPLOYEES TO OBTAIN CONFIDENTIAL INFORMATION. INFORMATION WHICH MAY NOT BE SOUGHT WOULD INCLUDE DATA ON A COMPETITOR'S UNANNOUNCED NEW PRODUCTS OR CONFIDENTIAL DATA RELATING TO COSTS, PRICES OR PROFITS."</p> <p>7. RIGHT TO AUDIT</p> <p>BUYER, AT ITS EXPENSE, HAS THE RIGHT TO ENTER ONTO SELLER'S PREMISES TO REVIEW AND/OR AUDIT THE APPROPRIATE RECORDS, INCLUDING THE ADMINISTRATIVE PROCEDURES OF SELLER, TO SUBSTANTIATE THE CHARGES INVOICED UNDER THIS CONTRACT. SELLER WILL PRESERVE ALL PERTINENT DOCUMENTS FOR THE PURPOSE OF AUDITING CHARGES INVOICED BY SELLER FOR A PERIOD OF TWO (2) YEARS AFTER FINAL PAYMENT, OR SUCH LONGER PERIOD AS BUYER SPECIFIES IN THIS CONTRACT. SELLER FURTHER AGREES TO COOPERATE FULLY WITH BUYER WITH ALL REASONABLE REQUESTS OF BUYER DURING REVIEW(S) OR AUDIT(S) AND AGREES THAT SUCH AUDIT MAY BE USED AS A</p>										



General Motors Corporation

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

SHIP TO:

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

PURCHASE ORDER : TCS27138

PAGE 17

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

39500 ORCHARD HILL PL STE 550
NOVI MI
48375

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

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

US

ORDER DATE 04/23/09
ALTERNATION ISSUE DATE 7811
ALTERNATION EFFECTIVE DATE
PHONE: 586-575-1361
G. MCBACHERN
Buyer

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to buyer.
On the reverse side hereof are the terms and conditions in which Seller 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 agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions will be considered binding on either party.
If Government Contract Number is Shown Hereon, additional Terms and Conditions attached hereto apply.

SHIP VIA
REFER TO WWW.GMSHIPPING.COM

FRIGHT COLLECT

DESCRIPTION

RFQ NUMBER DATE REQUIRED TAX CODE %

ITEM SEQUENCE QUANTITY ORDERED ITEM IDENTIFICATION NO.

NONUN NAME

BASE UNIT PRICE PRICE MULTIPLE UNIT OF MEASURE

BASIS FOR SETTLEMENT OF DISPUTES WHICH MIGHT ARISE REGARDING PAYMENTS UNDER THIS CONTRACT. WHERE SELLER UTILIZES THE SERVICES OF THIRD PARTIES, SELLER MUST INCLUDE IN ITS CONTRACTS WITH SUCH THIRD PARTIES A "RIGHT TO AUDIT" CLAUSE WITH TERMS AND CONDITIONS SIMILAR TO THOSE SET OUT IN THIS SECTION 7.

8. SELLER'S PERSONNEL

WHEN, IN THE PERFORMANCE OF THIS CONTRACT, SELLER'S PERSONNEL ARE TO BE LOCATED AT BUYER'S SITE, SELLER WILL FURNISH A COMPLETE LIST OF ALL PERSONNEL TO BE LOCATED AT THE BUYER'S SITE AND SELLER SHALL BE RESPONSIBLE FOR ALL ACTIONS OF ITS PERSONNEL. SELLER AGREES TO COMPLY WITH ALL REGULATIONS AND POLICIES AT BUYER'S SITE, AND BUYER RESERVES THE RIGHT TO BAR EMPLOYEES, REPRESENTATIVES OR AGENTS OF SELLER FROM BUYER'S SITE FOR FAILURE TO OBSERVE SUCH REGULATIONS AND POLICIES. SELLER'S PERSONNEL SHALL IN NO EVENT BE CONSIDERED EMPLOYEES OF BUYER; SELLER WILL REMAIN RESPONSIBLE FOR ALL WAGES, TAXES, BENEFITS, PAYROLL DEDUCTIONS, REMITTANCES, AND OTHER OBLIGATIONS WITH RESPECT TO ITS PERSONNEL.

9. EXCLUSIVE SERVICES



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI
48090

SHIP TO:

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

PURCHASE
ORDER: TCS27138

PAGE 18

48090

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

TO: 39500 ORCHARD HILL PL STE 550
NOVI MI
48375

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

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

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.
ORDER DATE 04/23/09
ALTERNATION ISSUE DATE 7811
ALTERATION EFFECTIVE DATE
PURCHASING AGENT

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions shall be binding on either party.
If Government Contract Number is shown hereon, additional terms and conditions Attached Hereon Apply.

PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

FO.B DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
			<p>SELLER AGREES THAT, AT BUYER'S REQUEST OR AS PROVIDED 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 SUBSTANTIALLY 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 IMPOSED BY LOCAL LAW.</p> <p>10. MALICIOUS SOFTWARE</p> <p>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 MALICIOUS SOFTWARE, SELLER WILL WORK WITH BUYER TO IMMEDIATELY REMOVE SUCH MALICIOUS SOFTWARE FROM ALL INFECTED EQUIPMENT, DATABASE(S) AND NETWORK(S) AND WILL RESTORE SUCH EQUIPMENT, DATABASE(S) AND NETWORK(S) TO THEIR ORIGINAL STATE.</p> <p>11. SELLER'S HANDLING OF PERSONALLY IDENTIFIABLE DATA</p> <p>BUYER HAS PRIVACY STATEMENTS ("PRIVACY STATEMENTS")</p>							



General Motors Corporation

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

SHIP TO:

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

PURCHASE
ORDER : TCS27138

PAGE 19

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

INVOICE TO:

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

This order is not binding until accepted. Acceptance should be executed on acknowledgement copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement, many, way modifying any of said terms and conditions shall be binding on Seller unless it is in writing and signed by both parties.
If Government Contract Number is Shown Hereon, additional terms and conditions Attached Herein Apply.

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.

ORDER DATE 04/23/09
ALTERNATION ISSUE DATE 7811
ALTERATION EFFECTIVE DATE
SHIP VIA
REFER TO WWW.GMSHIPPING.COM

PHONE: 586-575-1361
G. MCEACHERN
Buyer
PURCHASING AGENT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE /%	SHIP VIA	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
<p>NET 2ND DAY OF 2ND MONTH</p> <p>FO B DESTINATION UNLESS OTHERWISE INDICATED FREIGHT COLLECT</p> <p>IN PLACE THAT EXPLAIN TO THIRD PARTIES, SUCH AS CUSTOMERS, POTENTIAL CUSTOMERS AND EMPLOYEES, HOW 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 INDIVIDUAL OR IDENTIFIABLE INDIVIDUAL. PERSONALLY IDENTIFIABLE DATA SHALL INCLUDE, BUT NOT BE LIMITED TO:</p> <p>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 ONLINE CONTACT DATA (E.G., INSTANT MESSAGING USER IDENTIFIER); (D) A TELEPHONE NUMBER; (E) A SOCIAL SECURITY NUMBER; (F) AN INTERNET PROTOCOL ADDRESS; (G) A PERSISTENT IDENTIFIER (E.G., A UNIQUE CUSTOMER NUMBER IN A COOKIE); AND (H) ANY OTHER DATA THAT IS COMBINED WITH ANY OF THE ABOVE.</p> <p>SELLER SHALL TREAT THE PERSONALLY IDENTIFIABLE DATA AS BUYER'S INFORMATION UNDER SECTION 4. IN ADDITION, SELLER RECOGNIZES THAT BUYER'S PRIVACY STATEMENTS, AS WELL AS CERTAIN LAWS WHICH MAY BE APPLICABLE, ALLOW DATA SUBJECTS THE RIGHT TO ACCESS, CORRECT OR HAVE DELETED CERTAIN</p>											



General Motors Corporation

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

SHIP TO:

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

PURCHASE ORDER : TCS27138

PAGE 20

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

INVOICE TO:

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

This order is not binding until accepted. Acceptance should be evidenced on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement or any modifying any of said terms and conditions shall be binding on either party.
If Government Contract Number is Shown Hereon, additional terms and conditions Attached Hereon Apply.

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.
ORDER DATE 04/23/09
ALTERNATION ISSUE DATE 7811
ATTENTION EFFECTIVE DATE
SHIP VIA REFER TO WWW.GMSHIPPING.COM
PURCHASING AGENT

PAYMENT TERMS

NET 2ND DAY OF 2ND MONTH

F.O.B DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE	
				PERSONALLY IDENTIFIABLE DATA, AS WELL AS TO MAKE AND CHANGE CERTAIN CHOICES WITH RESPECT TO THE PERMISSIBLE USE OF PERSONALLY IDENTIFIABLE DATA. SIMILARLY, BUYER HAS THE RIGHT TO CHANGE ITS PRIVACY STATEMENTS FROM TIME TO TIME AND MODIFY CERTAIN CHOICES GIVEN TO DATA SUBJECTS WITH RESPECT TO THEIR PERSONALLY IDENTIFIABLE DATA. TO ENSURE THAT REQUESTS FROM DATA SUBJECTS ARE EXPEDITIOUSLY HANDLED, SELLER AGREES THAT ANY SUCH REQUEST FOR ACCESS, CHANGE, CORRECTION, OR CHOICE MODIFICATION OF PERSONALLY IDENTIFIABLE DATA MADE BY OR THROUGH BUYER, OR MADE PURSUANT TO PROCEDURES ESTABLISHED BY BUYER, BE EFFECTED IN A MANNER WHICH WILL RESULT IN COMPLETION OF THE ACTION IN A PERIOD NO LONGER THAN 30 DAYS, INCLUSIVE OF ANY TIME REQUIRED BY SELLER'S SUBCONTRACTORS.							
				UPON BUYER'S REQUEST, SELLER SHALL CAUSE ITS INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS TO CONFIRM SELLER'S PERFORMANCE OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT. IN ADDITION, SELLER SHALL ALLOW THE AUDIT OF ITS OBLIGATIONS UNDER THIS AGREEMENT BY BUYER OR ITS AUTHORIZED REPRESENTATIVE.							



General Motors Corporation

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

SHIP TO:

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

PURCHASE ORDER: TCS27138

PAGE 21

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

INVOICE TO:

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between the Buyer and Seller. Any other terms, conditions and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

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.

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

PAYMENT TERMS NET 2ND DAY OF 2ND MONTH
F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.Q. NUMBER	DATE REQUIRED	TAX CODE /%	SHIP VIA	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
				12. DELETED GENERAL TERMS AND CONDITIONS PARAGRAPHS				REFER TO WWW.GMSHIPPING.COM			

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.



Vector CANtech, Inc.

Suite 550
39500 Orchard Hill Place
Novi, MI 48375

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

Quotation 15052420 04/03/2009

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

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	Price(USD)	LineTotal (USD)
1000	3	11190	CANoe RUN V7.1	\$ 6,951.00	\$ 20,853.00
		Discount [%]	25.00- %		\$ 5,213.25-
					\$ 15,639.75
			Software tool as runtime environment for (remaining bus) simulation, communication analysis and testing of ECUs in distributed systems. Supports bus system CAN.		
2000	3	07136	CANboardXL PCIe V1.0	\$ 875.00	\$ 2,625.00
			PCI-Express interface for CAN and LIN (2 channels).		
2010	6	22083	CANpiggy 1050mag (Installed)	\$ 163.80	\$ 982.80
		Discount [%]	5.00- %		\$ 49.14-
					\$ 933.66
			Transceiver module with magnetically decoupled High-Speed CAN transceiver TJA1050.		
3000	3	07136	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 2,625.00
			PCI-Express interface for CAN and LIN (2 channels).		

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
3010	3	22083	CANpiggy 1050mag (Installed)	\$ 163.80	\$ 491.40
		Discount [%]	5.00- %		\$ 24.57-
					\$ 466.83
Transceiver module with magnetically decoupled High-Speed CAN transceiver TJA1050.					
3020	3	22022	CANpiggy 5790opto c (Installed)	\$ 163.80	\$ 491.40
		Discount [%]	5.00- %		\$ 24.57-
					\$ 466.83
Transceiver module with opto decoupled Single-Wire CAN transceiver AU5790c.					
4000	3	MA-COR	Maintenance Agreement CANoe RUN	\$ 1,296.00	\$ 3,888.00
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					
Duration: At least 1 year					
Precondition: Actual software licence					
The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below.					
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

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



Vector CANtech, Inc.

Suite 550
39500 Orchard Hill Place
Novi, MI 48375

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

Quotation 15050928 Rev. 1 04/23/2009

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.meachern@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	Price(USD)	LineTotal (USD)
1000	5	11190	CANoe RUN V7.1	\$ 6,951.00	\$ 34,755.00
		Discount [%]	25.00- %		\$ 8,688.75-
					\$ 26,066.25
			Software tool as runtime environment for (remaining bus) simulation, communication analysis and testing of ECUs in distributed systems. Supports bus system CAN.		
2000	5	07136	CANboardXL PCIe V1.0	\$ 875.00	\$ 4,375.00
			PCI-Express interface for CAN and LIN (2 channels).		
2010	10	22026	CANpiggy 1050opto (Installed)	\$ 163.80	\$ 1,638.00
		Discount [%]	5.00- %		\$ 81.90-
					\$ 1,556.10
			Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.		
3000	5	07136	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 4,375.00
			PCI-Express interface for CAN and LIN (2 channels).		

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
3010	5	22026	CANpiggy 1050opto (Installed)	\$ 163.80	\$ 819.00
		Discount [%]	5.00- %		\$ 40.95-
					\$ 778.05
Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.					
3020	5	22022	CANpiggy 5790opto c (Installed)	\$ 163.80	\$ 819.00
		Discount [%]	5.00- %		\$ 40.95-
					\$ 778.05
Transceiver module with opto decoupled Single-Wire CAN transceiver AU5790c.					
4000	5	MA-COR	Maintenance Agreement CANoe RUN	\$ 1,296.00	\$ 6,480.00
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					
Duration: At least 1 year					
Precondition: Actual software licence					
The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below.					
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

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

Detailed Results

Enter tracking number

Detailed Results	Notifications
-------------------------	---------------

Tracking no.: 355512960215426



 [E-mail notifications](#)

Delivered




Delivered
Signed for by: DSCHLICHT

Shipment Dates

Ship date  May 29, 2009
Delivery date  Jun 1, 2009 8:42 AM

Destination

Pontiac, MI
[Signature Proof of Delivery](#) 

Shipment Facts

[Help](#)

Service type	Ground-Domestic	Reference	Box 2 of 2
Weight	14.0 lbs/6.4 kg	Purchase order number	TCS27138

Shipment Travel History

[Help](#)

Select time zone:

Select time format: [12H](#) | [24H](#)

All shipment travel activity is displayed in local time for the location

Date/Time	Activity	Location	Details
Jun 1, 2009 8:42 AM	Delivered	Pontiac, MI	
May 30, 2009 6:08 AM	On FedEx vehicle for delivery	LAKE ORION, MI	
May 30, 2009 6:03 AM	Arrived at FedEx location	LAKE ORION, MI	
May 30, 2009 5:21 AM	At local FedEx facility	LAKE ORION, MI	
May 30, 2009 3:01 AM	Departed FedEx location	TOLEDO, OH	
May 29, 2009 11:51 PM	Arrived at FedEx location	TOLEDO, OH	
May 29, 2009 8:51 PM	Left FedEx origin facility	LIVONIA, MI	
May 29, 2009 8:05 PM	Arrived at FedEx location	LIVONIA, MI	
May 29, 2009 3:35 PM	Picked up	LIVONIA, MI	
May 29, 2009 2:54 PM	Shipment information sent to FedEx		

Detailed Results

Enter tracking number

Detailed Results	Notifications
-------------------------	---------------

Tracking no.: 355512960215419



Delivered



Delivered
Signed for by: DSCHLICHT

Shipment Dates

Ship date May 29, 2009
Delivery date Jun 1, 2009 8:42 AM

Destination

Pontiac, MI
[Signature Proof of Delivery](#)

Shipment Facts

[Help](#)

Service type	Ground-Domestic	Reference	Box 1 of 2
Weight	16.3 lbs/7.4 kg	Purchase order number	TCS27138

Shipment Travel History

[Help](#)

Select time zone:

Select time format: [12H](#) | [24H](#)

All shipment travel activity is displayed in local time for the location

Date/Time	Activity	Location	Details
Jun 1, 2009 8:42 AM	Delivered	Pontiac, MI	
May 30, 2009 6:06 AM	On FedEx vehicle for delivery	LAKE ORION, MI	
May 30, 2009 6:02 AM	Arrived at FedEx location	LAKE ORION, MI	
May 30, 2009 5:21 AM	At local FedEx facility	LAKE ORION, MI	
May 30, 2009 3:01 AM	Departed FedEx location	TOLEDO, OH	
May 29, 2009 11:52 PM	Arrived at FedEx location	TOLEDO, OH	
May 29, 2009 8:51 PM	Left FedEx origin facility	LIVONIA, MI	
May 29, 2009 8:16 PM	Arrived at FedEx location	LIVONIA, MI	
May 29, 2009 3:35 PM	Picked up	LIVONIA, MI	
May 29, 2009 2:54 PM	Shipment information sent to FedEx		

Detailed Results

Enter tracking number

Detailed Results	Notifications
-------------------------	---------------

Tracking no.: 355512960215402



 [E-mail notifications](#)

Delivered




Delivered
Signed for by: DSCHLICHT

Shipment Dates

Ship date  May 29, 2009
Delivery date  Jun 1, 2009 8:42 AM

Destination

Pontiac, MI
[Signature Proof of Delivery](#) 

Shipment Facts [Help](#)

Service type	Ground-Domestic	Reference	TCS27100
Weight	1.0 lbs/0.5 kg		

Shipment Travel History [Help](#)

Select time zone:

Select time format: [12H](#) | [24H](#)

All shipment travel activity is displayed in local time for the location

Date/Time	Activity	Location	Details
Jun 1, 2009 8:42 AM	Delivered	Pontiac, MI	
May 30, 2009 6:10 AM	On FedEx vehicle for delivery	LAKE ORION, MI	
May 30, 2009 6:06 AM	Arrived at FedEx location	LAKE ORION, MI	
May 30, 2009 5:21 AM	At local FedEx facility	LAKE ORION, MI	
May 30, 2009 3:01 AM	Departed FedEx location	TOLEDO, OH	
May 29, 2009 11:46 PM	Arrived at FedEx location	TOLEDO, OH	
May 29, 2009 8:51 PM	Left FedEx origin facility	LIVONIA, MI	
May 29, 2009 8:18 PM	Arrived at FedEx location	LIVONIA, MI	
May 29, 2009 3:35 PM	Picked up	LIVONIA, MI	
May 29, 2009 2:54 PM	Shipment information sent to FedEx		



Español | Customer Support | FedEx Locations

Package/Envelope

Freight

Expedited

Office/Print Services 

Ship ▶

Track ▶

Manage ▶

Business Solutions ▶

Detailed Results

[Printable Version](#)

[Help](#)

Enter tracking number

[Track](#)

Detailed Results Notifications

Tracking no.: 355512960215396

 [E-mail notifications](#)


Delivered



Delivered
Signed for by: **DSCHLICHT**

Shipment Dates

Ship date  May 29, 2009

Delivery date  Jun 1, 2009 8:42 AM

Destination

Pontiac, MI

[Signature Proof of Delivery](#) 

Shipment Facts

[Help](#)

Service type Ground-Domestic

Reference TCS27325

Weight 1.0 lbs/0.5 kg

Shipment Travel History

[Help](#)

Select time zone:

Select time format: [12H](#) | [24H](#)

All shipment travel activity is displayed in local time for the location

Date/Time	Activity	Location	Details
Jun 1, 2009 8:42 AM	Delivered	Pontiac, MI	
May 30, 2009 6:13 AM	On FedEx vehicle for delivery	LAKE ORION, MI	
May 30, 2009 6:07 AM	Arrived at FedEx location	LAKE ORION, MI	
May 30, 2009 5:21 AM	At local FedEx facility	LAKE ORION, MI	
May 30, 2009 3:01 AM	Departed FedEx location	TOLEDO, OH	
May 29, 2009 11:45 PM	Arrived at FedEx location	TOLEDO, OH	
May 29, 2009 8:51 PM	Left FedEx origin facility	LIVONIA, MI	
May 29, 2009 8:16 PM	Arrived at FedEx location	LIVONIA, MI	
May 29, 2009 3:35 PM	Picked up	LIVONIA, MI	
May 29, 2009 1:55 PM	Shipment information sent to FedEx		



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI
48090

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

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

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

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

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.

ORDER DATE: 05/06/09
ALTERNATION ISSUE DATE: 05/06/09
ALTERNATION EFFECTIVE DATE: _____

SHIP VIA: _____
REFER TO WWW.GMSHIPPING.COM

PHONE: 586-492-8477
V. BARAD
7801
Buyer

PURCHASING AGENT

PURCHASE PAGE 1
ORDER: TCSS27325

PAYMENT TERMS

NET NET 60 DAYS

DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA: _____
REFER TO WWW.GMSHIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE /%	SHIP VIA	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00001	2	PRZX4641 001	USD DOLLAR (UNITED STATES)	THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY					5213.2500		COPY
<p>SUPPLIER HELP DESK FOR GM INDIRECT/MACHINERY AND EQUIPMENT PURCHASING AVAILABLE DURING DETROIT BUSINESS HOURS AT 1-888-376-6115 AND ON-LINE AT IMEHELPEDESK@GM.COM</p> <p>QUESTIONS RELATED TO PAYMENT ISSUES, PLEASE CONTACT DISBURSEMENTS AT 248-874-4636.</p> <p>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#150535559 PO ISSUED AS PER BUYER EMAIL DTD 05/06/2009</p>											
<p>11190 CANOE RUN V7.1 MICHAEL R ROSATI 734-320-8588 DELIVER TO: GMPT HEADQUARTERS 895 JOSLYN RD. DOCK #45 INTZT DROP ZONE</p>											



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI
48090

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

SHIP TO:

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

INVOICE TO:

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 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 hereof, contains the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any of said terms and conditions shall be binding on either party.
If Government Contract Number is Shown Hereon, Additional Terms and Conditions Attached Hereon Apply.

PURCHASE ORDER: TCS27325

PAGE 2

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.

ORDER DATE: 05/06/09
ALTERATION ISSUE DATE: 7801
BUYER: V. BARAD

SHIP VIA: REFER TO WWW.GMSHIPPING.COM
ALTERATION EFFECTIVE DATE: _____
PURCHASING AGENT: _____

PAYMENT TERMS: NET 60 DAYS
FREIGHT COLLECT
DESTINATION UNLESS OTHERWISE INDICATED

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUR NAME	DESCRIPTION	R.F.Q. NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00002	4	PRZX4641 002	PONTIAC, MI 48340	ATTN: MICHAEL ROSATI, 734 320-8588 WHO ORDERED: ROSATI 734-320-8588		09/30/09	C 0.00%	875.0000		CARD
00003	6	PRZX4641 003	07136 CANBOARDXL PCIE V1.0 MICHAEL R ROSATI 734-320-8588 WHO ORDERED: ROSATI 734-320-8588			09/30/09	C 0.00%	155.6100		PCS
00004	2	PRZX4641 004	22026 CANPIGGY 1050OPTO HIGHSPEED MICHAEL R ROSATI 734-320-8588 WHO ORDERED: ROSATI 734-320-8588			09/30/09	C 0.00%	155.6100		PCS
00005	2	PRZX4641 005	MA-COR MAINTENANCE AGREEMENT CANOE RUN MICHAEL R ROSATI 734-320-8588 WHO ORDERED: ROSATI 734-320-8588			09/30/09	C 0.00%	1296.0000		COPY

A005630 USER DINESH RAM

ORIGINAL

CONTINUE PAGE

3

CHMM08 4/93



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING

30009 VAN DYKE

FAX 602-797-6053

WARREN MI

48090

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

TO: 39500 ORCHARD HILL PL STE 550

NOVI MI

48375

SHIP TO:

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

US

INVOICE TO:

INVOICE FOR SERVICE, MACHINERY
& EQUIP ONLY. QUESTIONS TO:
CUSTOMER SERVICE 248 874-4636
MAIL INVOICE: GM FSS ABD
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 hereof are the terms and conditions to which Seller agrees by acceptance of this order. The order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between the Buyer and Seller. All other terms, conditions, and conditions of sale and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.

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

PURCHASE ORDER : TCS27325

PAGE 3

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.

ORDER DATE
05/06/09

PHONE: 586-492-8477
V. BARAD

ALTERATION ISSUE DATE

7801

Buyer

ALTERATION EFFECTIVE DATE

PURCHASING AGENT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R F Q NUMBER	DATE REQUIRED	TAX CODE /%	PRICE MULTIPLE	UNIT OF MEASURE
PAYMENT TERMS NET 60 DAYS									
F.O.B DESTINATION UNLESS OTHERWISE INDICATED FREIGHT COLLECT									
SHIP VIA REFER TO WWW.GMSHIPPING.COM									

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/ENFORCE/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: EFFECTIVE SEPTEMBER 1, 2008 SIGNIFICANT CHANGES HAVE BEEN MADE TO THE GMNA SHIPPING INSTRUCTIONS. PLEASE REVIEW FOR CARRIER UPDATES. NON-COMPLIANCE TO THESE INSTRUCTIONS MAY RESULT IN FREIGHT CHARGES BEING DEBITED BACK TO THE SUPPLIER.
GM ROUTING / SHIPPING INSTRUCTIONS CAN BE FOUND AT
WWW.GMSHIPPING.COM



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING

30009 VAN DYKE

FAX 602-797-6053

WARREN MI

48090

US

VENDOR NUMBER 11-175-7464

VECTOR CANTECH INC

39500 ORCHARD HILL PL STE 550

NOVI MI

48375

SHIP TO:

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

US

INVOICE TO:

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 hereof are the terms and conditions to which Seller agrees by acceptance of this order. The order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other agreement or any modification of said terms and conditions shall be binding on either party.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PURCHASE ORDER: TCS27325

PAGE 4

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.

ORDER DATE

05/06/09

PHONE: 586-492-8477
V. BARAD

7801

Buyer

BUYER

ALTERATION EFFECTIVE DATE

PURCHASING AGENT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	FOJ	DESCRIPTION	R.F.Q. NUMBER	DATE REQUIRED	TAX CODE /%	SHIP VIA
			NET	NET 60 DAYS				REFER TO WWW.GMSHIPPING.COM
				EXPORT ADMINISTRATION REGULATIONS (EAR) CONTROLLED PURCHASES				

 THE TECHNICAL DATA ASSOCIATED WITH THIS EQUIPMENT, SERVICE OR PART IS CONTROLLED UNDER U.S. EXPORT LAWS. YOU MAY NOT EXPORT OR RE-EXPORT THE TECHNICAL DATA, INCLUDING BUT NOT LIMITED TO PRINTS, ROUTINGS AND SPECIFICATIONS ASSOCIATED WITH THIS REQUEST FOR QUOTATION OR PURCHASE CONTRACT WITHOUT THE PROPER 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 LIABILITY RELATED TO ITS PURCHASE AND USE OF TANGIBLE PERSONAL PROPERTY AND SERVICES (1). THEREFORE, EFFECTIVE IMMEDIATELY, THIS TAX CLAUSE SUPERSEDES ALL TAX CODE INFORMATION FOUND ON THIS ORDER EXCEPT FOR THOSE STATES NOT IDENTIFIED BELOW. FOR THOSE STATES



General Motors Corporation

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

US

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

TO: 39500 ORCHARD HILL PL STE 550
NOVI MI
48375

48375

SHIP TO:

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

INVOICE TO:

& 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 secured on a acknowledgment copy which should be returned to Buyer.
On the reverse side hereof are the terms and conditions in which Seller 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 agreement between Buyer and Seller and no other 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 representative.
Attached herewith Contract Number is shown hereon, additional terms and conditions

SHIP VIA
REFER TO WWW.GM SHIPPING.COM

PURCHASE PAGE 5
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 Post.

ORDER DATE 05/06/09
ALTERNATION ISSUE DATE 7801
BUYER V. BARAD
PHONE: 586-492-8477

ALTERATION EFFECTIVE DATE
PURCHASING AGENT

PAYMENT TERMS NET 60 DAYS
FREIGHT COLLECT
DESTINATION UNLESS OTHERWISE INDICATED

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
<p>NOT IDENTIFIED BELOW, PLEASE CONTINUE TO FOLLOW THE SPECIFIC TAX CODE INSTRUCTIONS FOUND ON THIS ORDER. LISTED BELOW ARE DIRECT PAY PERMIT OR SALES TAX LICENSE NUMBERS FOR THE STATES, OR GM LOCATIONS WITHIN A STATE, WHERE GM HOLDS DIRECT PAY AUTHORITY:</p> <p>***** GENERAL MOTORS CORPORATION PERMITS: GEORGIA #044-38-00894-3 INDIANA #003-2804890001 KENTUCKY #0000-10 KANSAS #98-0003B (FAIRFAX ONLY) LOUISIANA #6009013-008DP (SHREVEPORT ONLY) MARYLAND #20 MICHIGAN #ME-0900440 MISSISSIPPI #42277 (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:</p>									



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI
48090

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

PURCHASE ORDER: TCS27325
PAGE 6

US

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

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.

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

The order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the vendor side hereof are the terms and conditions, on the face and reverse side hereof, constituting the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is shown hereon, additional Terms and Conditions Attached Hereon Apply.

ORDER DATE 05/06/09
ATTENTION ISSUE DATE 7801
PHONE: 586-492-8477
V. BARAD
Buyer

DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSTIPPING.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE / %	PRICE MULTIPLE	UNIT OF MEASURE
---------------	------------------	-------------------------	-------------	---------------	---------------	--------------	----------------	-----------------

MICHIGAN #38-3506814
SATURN CORPORATION PERMITS:
MICHIGAN #38-2577506
TENNESSEE #100315259

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 GMI638 (05/05) OR SECTION 6 OF THE GMI638A (08/02), UNLESS THE RESPONSIBILITY FOR PAYMENT OF SALES & USE TAXES ARE OTHERWISE SPECIFICALLY OUTLINED IN THE CONTRACT, WITH REFERENCE TO TEXAS: IF THE ORDER RELATES TO A CONSTRUCTION CONTRACT FOR REAL PROPERTY, THE 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.



General Motors Corporation

GENERAL MOTORS CORPORATION
GLOBAL PURCHASING
30009 VAN DYKE
WARREN MI
48090

US
INVOICE TO:
ENGINEERING BUILDING
PLANT 13 DOCK 45W
895 JOSLYN AVE
PONTIAC MI
48340-2920

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

US

This order is not binding until accepted. Acceptance should be evidenced by an acknowledgment copy which should be returned to the vendor within 10 days of the date of this order.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereon Apply.

NET 60 DAYS

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA
REFER TO WWW.GMSHIPPING.COM

PURCHASE
ORDER: TCS27325

PAGE 7

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.

ORDER DATE: 05/06/09
ALTERNATION ISSUE DATE: 05/06/09
PHONE: 586-492-8477
V. BARAD
7801
Buyer

ALTERATION EFFECTIVE DATE: _____
PURCHASING AGENT: _____

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE /%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
<p>DISBURSEMENT SERVICES - CUSTOMER COMMUNICATION CENTER PHONE: (248) 874-4636</p> <p>(1) EXCLUDING ALL TELECOMMUNICATIONS SERVICES, HOTELS, AND MEAL PURCHASES. TAX IS TO BE PAID DIRECTLY TO THE SUPPLIER OF THESE ITEMS.</p> <p>TERMS AND CONDITIONS SEPTEMBER 2004, APPLY OF WHICH SUPPLIER HAS RECEIVED A COPY.</p>										

A005630 USER DINESH RAM

ORIGINAL

LAST PAGE



Vector CANtech, Inc.

Suite 550
39500 Orchard Hill Place
Novi, MI 48375

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

Quotation 15053559 Rev. 1 05/05/2009

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

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	Price(USD)	LineTotal (USD)
1000	2	11190	CANoe RUN V7.1	\$ 6,951.00	\$ 13,902.00
		Discount [%]	25.00- %		\$ 3,475.50-
					\$ 10,426.50
			Software tool as runtime environment for (remaining bus) simulation, communication analysis and testing of ECUs in distributed systems. Supports bus system CAN.		
2000	2	07136	CANboardXL PCIe V1.0	\$ 875.00	\$ 1,750.00
			PCI-Express interface for CAN and LIN (2 channels).		
2010	4	22026	CANpiggy 1050opto (Installed)	\$ 163.80	\$ 655.20
		Discount [%]	5.00- %		\$ 32.76-
					\$ 622.44
			Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.		
3000	2	07136	CANboardXL PCIe V1.0 (Unlicensed)	\$ 875.00	\$ 1,750.00
			PCI-Express interface for CAN and LIN (2 channels).		

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
3010	2	22026	CANpiggy 1050opto (Installed)	\$ 163.80	\$ 327.60
		Discount [%]	5.00- %		\$ 16.38-
					\$ 311.22
Transceiver module with opto decoupled High-Speed CAN transceiver TJA1050.					
3020	2	22022	CANpiggy 5790opto c (Installed)	\$ 163.80	\$ 327.60
		Discount [%]	5.00- %		\$ 16.38-
					\$ 311.22
Transceiver module with opto decoupled Single-Wire CAN transceiver AU5790c.					
4000	2	MA-COR	Maintenance Agreement CANoe RUN	\$ 1,296.00	\$ 2,592.00
Scope of services: Updates for software + options within the maintenance period					
Maintenance costs: 18% of the software list price per licence and year					
Maturity: Due at the start of the maintenance period					
Duration: At least 1 year					
Precondition: Actual software licence					
The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below.					
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

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

Invoice 90101039 09/26/2007



Vector CANtech, Inc.

Bill To:
Customer No.: 7000041
General Motors FSS ABP
Attn: Accounts Payable
PO Box 63490
Phoenix AZ 85082-3490

Suite 550
39500 Orchard Hill Place
Neville MI 48375

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

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 48360

PurchaseOrder: TCS10009
PODate: 09/05/2007
Terms: 30 days net
DeliveryNote: 80092119
DeliveryDate: 09/26/2007
DeliveryType: FedEx 2-Day (US)
TrackingNumber: 925883387500
RemitTo: Above Address

Hand Delivered by Alex Stark On 09/27/2007

Item-No	Qty	Description	Price(USD)	Total(USD)
1000	19	CANalyzer pro V6.1 PR793908 001 Vendor 11-175-7484	\$ 2,646.00	\$ 50,274.00
2000	19	CANape V6.5 PR793908 002 Vendor 11-175-7484	\$ 5,051.20	\$ 95,972.80
3000	19	CANcardXL V1.0 PR793908 003 Vendor 11-175-7484	\$ 693.50	\$ 13,176.50
4000	38	CANcab 1050opto PR793908 004 Vendor 11-175-7484	\$ 204.25	\$ 7,761.50
5000	19	CANcab 5790opto c PR793908 005 Vendor 11-175-7484	\$ 262.20	\$ 4,981.80

Number: 90101039

Date: 09/26/2007

Item-No	Qty	Description	Price(USD)	Total(USD)
6010	1	CANoe/DENoe Opt .LIN V6.1 PR793908 0015 Vendor 11-175-7464	\$ 1,890.00	\$ 1,890.00
6020	1	CANoe/DENoe Opt .FlexRay V6.1 PR793908 0016 Vendor 11-175-7464	\$ 4,050.00	\$ 4,050.00
7000	1	CANcardXL V1.0 (License Key)		
8000	2	LINcab 7259mag PR793908 0017 Vendor 11-175-7464	\$ 228.00	\$ 456.00
9000	1	FlexCard Cyclone II / E-Ray PR793908 0018 Vendor 11-175-7464	\$ 2,388.00	\$ 2,388.00
10000	1	CANdelaStudio Admin V5.0 PR793908 0014 Vendor 11-175-7464	\$ 13,560.00	\$ 13,560.00
11000	1	CANdelaStudio Standard V5.0 PR793908 0012 Vendor 11-175-7464	\$ 6,762.00	\$ 6,762.00
12000	10	CANlog4 PR793908 006 Vendor 11-175-7464	\$ 2,260.00	\$ 22,600.00
12010	10	CANlog Piggy-Back 6255 PR793908 007 Vendor 11-175-7464	\$ 100.00	\$ 1,000.00
12020	20	CANlog Piggy-Back 1050 PR793908 008 Vendor 11-175-7464	\$ 102.00	\$ 2,040.00

Number: 90101039

Date: 09/26/2007

Item-No	Qty	Description	Price(USD)	Total(USD)
12025	10	CANlog I/O Card D4I4O PR793908 010 PR793908 010 Vendor 11-175-7464	\$ 320.00	\$ 3,200.00
12040	10	CANlog4 Flash card 64 MB PR793908 009 Vendor 11-175-7464	\$ 250.00	\$ 2,500.00
13000	2	CANlog/Multilog LOGview PR793908 011 Vendor 11-175-7464	\$ 580.00	\$ 1,160.00
15000	1	Maintenance Agr. CANdelaStudio Adm. Order 40009175 from 09/25/2007		
16000	1	Maintenance Agr. CANdelaStudio Std. Order 40009175 from 09/25/2007		

Invoice Total (Amount Due)

\$ 233,772.60

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

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

Date: October 9, 2007

To:	Vector	DCN:	234867
Invoice Number:	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.**

SESSION1 - EXTRA Enterprise 2000

```

NPT42030          MULTIPLE ITEM RECEIPT          LOC : TC
TC/NZH7VH /E      RECEIPT TYPE:                 DATE: 10/08/07
                                                    TIME: 09:55:18
A/C: SB./RELEASE #: TCS10009 BEG SEQ:          RECEIPT #:      RSC #:
PACKING SLIP #:          CARGO:                VERS:          VER COMP:
DOCK: CARRIER:         DATE REC'D:           DATE SHIP'D:    B.P.I. IND:
VENDOR1: VECTOR CANTECH INC                    CMT:           ID:
VENDOR2:                                         PRO#:          MORE
A/C SEQ# QTY REC'D S U/M ITEM ID/PR#         NOUN NAME/PR DESC  CHEMCL  QTY OPEN
00001    1    EACH PR793908 001   CANALYZER PRO V6.1      19.00
00002    1    EACH PR793908 002   CANAPE GRAPH V6.5 C     19.00
00004    1    EACH PR793908 004   CANCAB 10500PTO (PA    38.00
00005    1    EACH PR793908 005   CANCAB 57900PTO C C    19.00
00006    1    EACH PR793908 006   CANLOG4 (PART #: 28    10.00
00007    1    EACH PR793908 007   CANLOG PIGGY-BACK 6    10.00
00008    1    EACH PR793908 008   CANLOG PIGGY-BACK 1    20.00
00009    1    EACH PR793908 009   CANLOG4 FLASH CARD     10.00
00010    1    EACH PR793908 010   CANLOG I/O CARD D4I    10.00
00011    1    EACH PR793908 011   CANLOG/MULTILOG LOG    10.00
IO0003-INQUIRY COMPLETE

PF01: HELP          PF04: BLANK SCREEN   PF07: SB/RL REC INQ  PF10: VERSION COMP
PF02: GO TO         PF05: RECEIPT HDR    PF08: ITEM BUY HIST  PF11: SCROLL FWRD
PF03: PREVIOUS MENU PF06: ROUTING SLIP   PF09: ORD STAT INQ  PASSWORD:
    
```

13/02

Connected to host zhipc01.sys.eds.com [206.122.115.2] [NA2] 4A43

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 Quikel

Any inquiries regarding the above, contact : fss_invoice_processing@gm.com

LA



General Motors Corporation

GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-829-D84
DETROIT MI
48265-2000

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

SHIP TO: GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726
INVOICE TO: 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

INVOICE TO: 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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative and Conditions If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PAYMENT TERMS: 2ND DAY OF 2ND MONTH
NET
F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

PURCHASE PAGE 1

ORDER: TCS10009 002
ALTERNATIVE #
 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.

ORDER DATE: 09/05/07
 ALTERNATION ISSUE DATE: 10/25/07
 ALTERNATION EFFECTIVE DATE: 10/25/07

SHIP VIA: REFER TO WWW.GMSUPPLYPOWER.COM

PHONE: 313-667-3963
 R. DEGENFELDER
 PA11 Buyer
Rebecca Degenfelder
 PURCHASING AGENT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00022	19	PR793908 003	### THIS ITEM HAS BEEN ADDED ###	THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY USD DOLLAR (UNITED STATES) ALTERNATION TO PURCHASE ORDER TO ADD SEQ 003 ORIGINAL TERMS AND CONDITIONS APPLY.		09/28/07	C 0.00%	693.5000		EACH
			CANCARDXL V1.0 (PART#: 07100) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290							



General Motors Corporation

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

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

SHIP TO:

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

INVOICE TO:

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
All Government Contract Number is Shown Hereon, additional terms and conditions Attached Herein Apply.

PURCHASE

PAGE 1

ORDER: TCS10009 001
A L T E R A T I O N

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.

ORDER DATE 09/05/07
ALTERNATION ISSUE DATE 09/17/07
ALTERNATION EFFECTIVE DATE 09/17/07
SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM
PHONE: 313-667-3963
R. DEGENFELDER
PA11 Buyer
R. Degenfelder
PURCHASING AGENT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFC NUMBER	DATE REQUIRED	TAX CODE %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00003	0	PR793908 003	### THIS ITEM HAS BEEN CANCELED ###	CANCARDXL V1.0 (PART#: 07100) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			0.00%	693.5000		EACH
00019	0	PR793908 019	### THIS ITEM HAS BEEN CANCELED ###	MAINTENANCE AGREEMENT CANOE (PART #: MA-COE) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			0.00%	1987.0000		EACH
00020	1	PR793908 020	### THIS ITEM HAS BEEN CHANGED ###	MAINTENANCE FOR OPTION .LIN (PART #: MA-COE.LIN) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290		09/28/07	0.00%	314.0000		EACH

0005010 USER REBECCA DEGENFECDER

CONTINUE PAGE 2



General Motors Corporation

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

SHIP TO:

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

INVOICE TO:

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

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer, signed and dated, and to which Seller 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 agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

PURCHASE PAGE 2

ORDER: TCS10009 001
ALTERNATIVE #

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.

ORDER DATE: 09/05/07
ALTERNATION ISSUE DATE: 09/17/07
ALTERNATION EFFECTIVE DATE: 09/17/07
PHONE: 313-667-3963
R. DEGENFELDER
Buyer
PURCHASING AGENT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	REQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00021	1	PR793908 021	### THIS ITEM HAS BEEN CHANGED ###	MAINTENANCE FOR OPTION FR (PART #: A-COE.FR) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290		09/28/07	C 0.00%	674.0000		EACH

0005010 USER REBECCA DEGENFECDER

LAST PAGE



General Motors Corporation

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

SHIP TO:

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

INVOICE TO:

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

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the Buyer.
On the Buyer's 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereon Apply.

PURCHASE ORDER: TCS10009 PAGE 1

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.

ORDER DATE 09/05/07
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 313-667-3963
R. DEGENFELDER
PA 1 Buyer
Rebecca Degenfelder
PURCHASING AGENT

PAYMENT TERMS 2ND DAY OF 2ND MONTH
NET
F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFD NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00001	19	PR793908 001	USD DOLLAR (UNITED STATES)	THIS ORDER IS LISTED IN THE FOLLOWING CURRENCY		09/28/07	C 0.00%	2646.0000		EACH
				GM CONTACT: KEVIN KIDSTON 248-343-7290 VECTOR CANTECH: MARC SEMMA 248-449-9290				50,274		
				THIS PURCHASE IS GOVERNED BY GM'S SOFTWARE LICENSE AGREEMENT SIGNED BY AND BETWEEN VECTOR CANTECH AND GENERAL MOTORS EFFECTIVE 10/1/03						
				REFERENCE QUOTE# 15022736 REV 3						
				CANALYZER PRO V6.1 (PART#: 021777) KEVIN KIDSTON 248-343-7290 DELIVER TO: KEVIN KIDSTON 16B-1116						
				GM MPG - BLDG. 16 MILFORD, MI 48380 483 ATTN: KEVIN KIDSTON, WHO ORDERED: KIDSTON, 248-343-7290						
00002	19	PR793908 002	CANAPE GRAPH V6.5 (PART #: 03047) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C 0.00%	5051.2000		EACH



General Motors Corporation

GENERAL MOTORS CORP.
 GLOBAL PURCHASING
 200 RENAISSANCE CENTER
 BOX 200 M/C 482-829-D84
 DETROIT MI
 48265-2000

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

SHIP TO:
 GM - MILFORD PROVING GROUNDS
 NA VALIDATION CENTER
 3300 GENERAL MOTORS RD
 BLDG 7 DOCK 1
 MILFORD MI
 48380-3726

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the originator.
 On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
 If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PURCHASE PAGE 2
ORDER: TCS10009

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.

ORDER DATE	09/05/07	PHONE: 313-667-3963
ALTERATION ISSUE DATE		R. DEGENFELDER
ALTERATION EFFECTIVE DATE		PA11 Buyer
PURCHASING AGENT		

PAYMENT TERMS: NET 2ND DAY OF 2ND MONTH
 F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
 FREIGHT COLLECT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	F.F.O. NUMBER	DATE REQUIRED	TAX CODE	%	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00003	19	PR793908 003	CANCARDXL V1.0 (PART #: 07100) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C	0.00%	693.5000	13176.50	EACH
00004	38	PR793908 004	CANCAB 10500PTO (PART #: 22066) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C	0.00%	204.2500	7761.50	EACH
00005	19	PR793908 005	CANCAB 57900PTO C (PART #: 22051) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C	0.00%	262.2000	4981.80	EACH
00006	10	PR793908 006	CANLOG4 (PART #: 28022) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C	0.00%	2260.0000	2260.00	EACH
00007	10	PR793908 007	CANLOG PIGGY-BACK 6255 (PART #: 28012) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C	0.00%	100.0000	1000	EACH



General Motors Corporation

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

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

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

This order is not binding until accepted. Acceptance should be evidenced on acknowledgment copy which should be returned to Buyer.
 On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
 If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PURCHASE PAGE 3
ORDER: TCS10009

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.

ORDER DATE 09/05/07
 ALTERNATION ISSUE DATE
 ALTERNATION EFFECTIVE DATE
 PHONE: 313-667-3963
 R. DEGENFELDER
 PA11 Buyer
 PURCHASING AGENT

PAYMENT TERMS 2ND DAY OF 2ND MONTH
 NET
 F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
 FREIGHT COLLECT
 SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00008	20	PR793908 008	CANLOG PIGGY-BACK 1050 (PART # : 28015) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C 0.00%	102.0000 <i>2040</i>		EACH
00009	10	PR793908 009	CANLOG4 FLASH CARD 64 MB (PART # : 28019) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C 0.00%	250.0000 <i>2500</i>		EACH
00010	10	PR793908 010	CANLOG I/O CARD D4140 (PART # : 28014) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C 0.00%	320.0000 <i>3200</i>		EACH
00011	10	PR793908 011	CANLOG/MULTILOG LOGVIEW (PART # : 28051) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C 0.00%	580.0000 <i>5800</i>		EACH
00012	1	PR793908 012	CANDELASTUDIO STANDARD V5.0 (PART # : 40048) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C 0.00%	6762.0000 <i>5762</i>		EACH
00013	1	PR793908 013				09/28/07	C 0.00%	1217.0000 <i>1217.00</i>		EACH



General Motors Corporation

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

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

SHIP TO:
 GM - MILFORD PROVING GROUNDS
 NA VALIDATION CENTER
 3300 GENERAL MOTORS RD
 BLDG 7 DOCK 1
 MILFORD MI
 48380-3726

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the address 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PURCHASE PAGE 4
ORDER: TCS10009

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.

ORDER DATE	09/05/07	PHONE: 313-667-3963
ALTERATION ISSUE DATE		R. DEGENFELDER
ALTERATION EFFECTIVE DATE		PA11 Buyer
PURCHASING AGENT		

PAYMENT TERMS: NET 2ND DAY OF 2ND MONTH
 F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
 FREIGHT COLLECT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	F.F.O. NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00014	1	PR793908 014	MAINTENANCE AGREEMENT CANDELASTUDIO (PART #: MA-CDS-S) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C 0.00%	13560.0000		EACH
00015	1	PR793908 015	CANDELASTUDIO ADMIN V5.0 (PART #: 40050) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C 0.00%	1890.0000		EACH
00016	1	PR793908 016	CANOE/DENOE OPT . LIN V6.1 (PART #: 11135) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C 0.00%	4050.0000		EACH
00017	2	PR793908 017	CANOE/DENOE OPT . FLEXRAY V6.1 (PART #: 11141) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C 0.00%	228.0000		EACH
00018	1	PR793908 018	LINCAB 7259MAG (PART #: 22047) KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290			09/28/07	C 0.00%	2388.0000		EACH



General Motors Corporation

GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-829-D84
DETROIT MI
48265-2000

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

SHIP TO:
GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

INVOICE TO:
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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereon Apply.

PURCHASE PAGE 5
ORDER: TCS10009

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.

ORDER DATE 09/05/07
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 313-667-3963
R. DEGENFELDER
PA 11 Buyer
PURCHASING AGENT

PAYMENT TERMS NET 2ND DAY OF 2ND MONTH
F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
00019	1	PR793908 019	FLEXCARD CYCLONE II / E-RAY (PART # : 31318)	KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290		09/28/07	C 0.00%	1987.0000		EACH
00020	1	PR793908 020	MAINTENANCE AGREEMENT CANDE (PART # : MA-COE)	KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290		09/28/07	C 0.00%	453.0000		EACH
00021	1	PR793908 021	MAINTENANCE FOR OPTION FR (PART # : A-COE.FR)	KEVIN KIDSTON 248-343-7290 WHO ORDERED: KIDSTON 248-343-7290		09/28/07	C 0.00%	972.0000		EACH

CUSTOMS-TRADE PARTNERSHIP AGAINST TERRORISM (C-TPAT)
CONTRACT CLAUSE
SPECIAL TERM (U.S.) - C-TPAT

FOR SELLER'S GOODS TO BE IMPORTED INTO THE UNITED STATES, SELLER SHALL COMPLY WITH ALL APPLICABLE



General Motors Corporation

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

SHIP TO:
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

PURCHASE ORDER: TCS10009

PAGE 6

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.

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

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

This order is not binding until accepted. Acceptance should be accepted on acknowledgment copy which should be returned to Buyer.
This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

ORDER DATE 09/05/07
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 313-667-3963
R. DEGENFELDER
PA 11 Buyer
PURCHASING AGENT

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
			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/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) (AT)						

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 MAY RESULT IN FREIGHT CHARGES BEING DEBITED BACK TO THE SUPPLIER.

SHIPPING INSTRUCTIONS CAN BE FOUND AT
WWW.GMSUPPLYPOWER.COM UNDER
GM LINKS / LOGISTICS SHIPPING INFORMATION
YOU MUST LOGIN IN
AS A USER TO ACCESS THIS INFORMATION.



General Motors Corporation

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

SHIP TO:

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

INVOICE TO:

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

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

This order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to Buyer. After hand 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PURCHASE PAGE 7
ORDER: TCS10009

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.

ORDER DATE 09/05/07
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 313-667-3963
R. DEGENFELDER
PA 11 Buyer

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
			<p>INVOICES THE SELLER'S INVOICE MUST INCLUDE THE FOLLOWING: PURCHASE ORDER NUMBER RELEASE NUMBER REQUIRED FOR ALL BLANKET ORDERS DELIVER TO INFORMATION REQUESTOR AND ROOM NUMBER OF REQUESTOR ITEM SEQUENCE NUMBER AS SHOWN ON PURCHASE ORDER ITEM IDENTIFICATION NUMBER (IF APPLICABLE) DESCRIPTION QUANTITY PRICE INVOICE APPROVAL NAME AND ADDRESS (IAR) IF APPLICABLE ACCOUNT CLASSIFICATION NUMBER AND PRR NUMBER FOR CONTRACT LABOR OR ENGINEERING DESIGN</p> <p>NOTICE THE FOLLOWING TELEPHONE NUMBERS ARE STAFFED TO HANDLE QUESTIONS CONCERNING INVOICE PAYMENT FOR GENERAL MOTORS CORPORATION: DISBURSEMENT ANALYSIS CONTROL 248-874-4636 MEXICO STAFF ACCOUNTING 011-52-841-54000</p>							



General Motors Corporation

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

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

SHIP TO:
GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

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

This order is not binding until accepted. Acceptance should be indicated on a separate acknowledgment copy which should be returned to Buyer, along herewith and 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 hereto, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Hereto Apply.

PURCHASE PAGE 8
ORDER: TCS10009

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.

ORDER DATE 09/05/07
ALTERNATION ISSUE DATE PA 11
BUYER

ALTERATION EFFECTIVE DATE
PURCHASING AGENT

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

PAYMENT TERMS
NET 2ND DAY OF 2ND MONTH

F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
---------------	------------------	-------------------------	-----------	-------------	---------------	---------------	-------------	-----------------	----------------	-----------------

THE INVOICE NUMBER AND PURCHASE ORDER/RELEASE NUMBER WILL BE REQUIRED FOR THE PERSON TO ASSIST YOU.
FOR SERVICES ONLY
SUBMIT A DUPLICATE COPY TO REQUESTOR FOR APPROVAL.
PLEASE MARK THIS COPY "RECEIVING SLIP" TO AVOID CONFUSION. BOTH COPIES ARE REQUIRED TO PROCESS YOUR INVOICE IN A TIMELY MANNER. (ZM)

"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 LIABILITY RELATED TO ITS PURCHASE AND USE OF TANGIBLE PERSONAL PROPERTY AND SERVICES (1). THEREFORE, EFFECTIVE IMMEDIATELY, THIS TAX CLAUSE SUPERSEDES ALL TAX CODE INFORMATION FOUND ON THIS ORDER EXCEPT FOR THOSE STATES NOT IDENTIFIED BELOW. FOR THOSE STATES NOT IDENTIFIED BELOW, PLEASE CONTINUE TO FOLLOW THE SPECIFIC TAX CODE INSTRUCTIONS FOUND ON THIS ORDER. LISTED BELOW ARE DIRECT PAY PERMIT OR SALES TAX LICENSE NUMBERS FOR THE STATES, OR GM LOCATIONS WITHIN A STATE, WHERE GM HOLDS DIRECT PAY AUTHORITY:



General Motors Corporation

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

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

SHIP TO:
 GM - MILFORD PROVING GROUNDS
 NA VALIDATION CENTER
 3300 GENERAL MOTORS RD
 BLDG 7 DOCK 1
 MILFORD MI
 48380-3726

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

The order is not binding until accepted. Acceptance should be indicated on acknowledgment copy which should be returned to the address above. This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PURCHASE PAGE 9
ORDER: TCS10009

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.

ORDER DATE 09/05/07
 ALTERNATION ISSUE DATE PA 11
 PHONE: 313-667-3963
 R. DEGENFELDER
 Buyer

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM
 PURCHASING AGENT

PAYMENT TERMS 2ND DAY OF 2ND MONTH
 NET FREIGHT COLLECT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFO NUMBER	DATE REQUIRED	TAX CODE/ %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
GENERAL MOTORS CORPORATION PERMITS:										
			GENERAL	MOTORS CORPORATION PERMITS:						
			GEORGIA	#044-38-00894-3						
			INDIANA	#003-2804890001						
			KENTUCKY	#0000-10						
			KANSAS	#98-0003B (FAIRFAX ONLY)						
			LOUISIANA	#6009013-008DP (SHREVEPORT ONLY)						
			MARYLAND	#20						
			MICHIGAN	#ME-0900440						
			MISSISSIPPI	#4277 (SPD 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:							
			MICHIGAN #38-3506814							

			SATURN CORPORATION PERMITS:							
			MICHIGAN #38-2577506							
			TENNESSEE #100315259							



General Motors Corporation

GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-829-D84
DETROIT MI
48265-2000

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

SHIP TO:
GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

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

This order is not binding until accepted. Acceptance should be evidenced by a return acknowledgment copy which should be returned to Buyer within 10 days of the date of this order. This order, including the terms and conditions on the face and reverse side hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative. If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

PURCHASE PAGE 10
ORDER: TCS10009

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.

ORDER DATE 09/05/07
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

PHONE: 313-667-3963
R. DEGENFELDER
PA 11
Buyer
PURCHASING AGENT

PAYMENT TERMS NET 2ND DAY OF 2ND MONTH
F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

Table with columns: ITEM SEQUENCE, QUANTITY ORDERED, ITEM IDENTIFICATION NO., NOUN NAME, DESCRIPTION, RFD NUMBER, DATE REQUIRED, TAX CODE %, BASE UNIT PRICE, PRICE MULTIPLE, UNIT OF MEASURE. Contains detailed contract terms and conditions.



General Motors Corporation

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

SHIP TO:
 GM - MILFORD PROVING GROUNDS
 NA VALIDATION CENTER
 3300 GENERAL MOTORS RD
 BLDG 7 DOCK 1
 MILFORD MI
 48380-3726

PURCHASE PAGE 11
ORDER: TCS10009

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

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.

TO:
 39500 ORCHARD HILL PL STE 550
 NOVI MI
 48375

The order is not binding until accepted. Acceptance should be indicated on acknowledgment copy which should be returned to the originator.
 On the reverse 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 hereof, constitute the complete and final agreement between Buyer and Seller and no other agreement in any way modifying any or said terms and conditions will be binding upon the Buyer unless made in writing and signed by Buyer's authorized representative.
 If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

ORDER DATE 09/05/07
 ALTERNATION ISSUE DATE
 ALTERNATION EFFECTIVE DATE
 PHONE: 313-667-3963
 R. DEGENFELDER
 PA 11 Buyer

PAYMENT TERMS
 NET 2ND DAY OF 2ND MONTH
 F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
 FREIGHT COLLECT

SHIP VIA REFER TO WWW.GMSUPPLYPOWER.COM

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	R.F.O. NUMBER	DATE REQUIRED	TAX CODE %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
			PHONE: (248) 874-4636							
			(1) EXCLUDING ALL TELECOMMUNICATIONS SERVICES, HOTELS, AND MEAL PURCHASES. TAX IS TO BE PAID DIRECTLY TO THE SUPPLIER OF THESE ITEMS. SPECIAL TERM (US) - GOVERNMENT CONTRACTS ***** BUYER SERVES FROM TIME TO TIME AS A CONTRACTOR FOR THE UNITED STATES GOVERNMENT. IF SELLER IS A U.S. ENTITY, SELLER SHALL COMPLY WITH ALL FEDERAL LAWS, RULES, AND REGULATIONS THAT ARE APPLICABLE TO SELLER AS A SUBCONTRACTOR OF GOVERNMENT CONTRACTORS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO (1) EQUAL EMPLOYMENT OPPORTUNITY (PARAGRAPHS (1) THROUGH (7) OF SECTION 202 OF EXECUTIVE ORDER 11246, AS AMENDED, 41 CFR 60-741.5, 41 CFR 60-250.5); (2) UTILIZATION OF SMALL AND DISADVANTAGED BUSINESS CONCERNS: FAR SUBPARTS 52.219-8 AND 52.219.9); (3) CONTRACTING WITH BUSINESS CONCERNS OPERATING IN AREAS OF SURPLUS LABOR (41 CFR 1-1.805); AND (4) CONTRACTING WITH WOMEN-OWNED BUSINESS CONCERNS (EXECUTIVE ORDER 12138). (4Z) 10-29-03 *COST-QUANTITY ON PO/RELEASE* THE 1.00 UNIT PRICE DOES NOT REPRESENT COST, BUT							



General Motors Corporation

GENERAL MOTORS CORP.
GLOBAL PURCHASING
200 RENAISSANCE CENTER
BOX 200 M/C 482-829-D84
DETROIT MI
48265-2000

SHIP TO:

GM - MILFORD PROVING GROUNDS
NA VALIDATION CENTER
3300 GENERAL MOTORS RD
BLDG 7 DOCK 1
MILFORD MI
48380-3726

PURCHASE PAGE 12
ORDER: TCS10009

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

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

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.

The order is not binding until accepted. Acceptance should be executed on acknowledgment copy which should be returned to the originator.
On the reverse 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 hereof, contains the complete and final agreement between Buyer and Seller and no other 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 representative.
If Government Contract Number is Shown Hereon, additional Terms and Conditions Attached Herein Apply.

ORDER DATE 09/05/07
ALTERNATION ISSUE DATE
ALTERNATION EFFECTIVE DATE
PHONE: 313-667-3963
R. DEGENFELDER
PA 11 Buyer
PURCHASING AGENT

PAYMENT TERMS 2ND DAY OF 2ND MONTH
F.O.B. DESTINATION UNLESS OTHERWISE INDICATED
FREIGHT COLLECT

ITEM SEQUENCE	QUANTITY ORDERED	ITEM IDENTIFICATION NO.	NOUN NAME	DESCRIPTION	RFQ NUMBER	DATE REQUIRED	TAX CODE / %	BASE UNIT PRICE	PRICE MULTIPLE	UNIT OF MEASURE
			IS A MULTIPLIER.	COST IS REPRESENTED BY QUANTITY ON PO/RELEASE. (ZX)						
			EXPORT ADMINISTRATION REGULATIONS (EAR) CONTROLLED PURCHASES							
			***** THE TECHNICAL DATA ASSOCIATED WITH THIS EQUIPMENT, SERVICE OR PART IS CONTROLLED UNDER U.S. EXPORT LAWS. YOU MAY NOT EXPORT OR RE-EXPORT THE TECHNICAL DATA, INCLUDING BUT NOT LIMITED TO PRINTS, ROUTINGS AND SPECIFICATIONS ASSOCIATED WITH THIS REQUEST FOR QUOTATION OR PURCHASE CONTRACT WITHOUT THE PROPER GOVERNMENTAL AUTHORIZATIONS. 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. TERMS AND CONDITIONS SEPTEMBER 2004, APPLY OF WHICH SUPPLIER HAS RECEIVED A COPY.							



Suite 550
39500 Orchard Hill Place
Novi, MI 48375

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

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

Shipment address:
NA Validation Center
GM-Milford Proving Grounds
Attn: Kevin Kidston (248)343
Bldg 7 Dock 1
3300 General Motors Road
Milford MI 48380

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	Price(USD)	LineTotal (USD)
1000	19	02177	CANalyzer pro V6.1	\$ 4,410.00	\$ 83,790.00
		Discount [%]	40.00- %		\$ 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.

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
2000	19	03047	CANape V6.5	\$ 6,314.00	\$ 119,966.00
		Discount [%]	20.00- %		\$ 23,993.20-
					\$ 95,972.80
PR793908 002					
Vendor 11-175-7464					
Calibration system for electronic control units. Measurement data acquisition, visualization and evaluation, flash programming and parameter calibration. Supported protocols are CAN, LIN, Flexray, CCP, XCP, KWP2000 (CAN, K-Line). Integrated ASAP2 database editor, updater and merger. "Diagnostic Feature Set" to execute diagnostic services in the ECU based on CDD or ODX 2.0 database. Calibration Data Management to manage parameter sets. Recording and evaluation of Video/Audio and GPS data. Designed for Windows 2000/XP/Vista. Vista support only for CAN and LIN and if User Account Control (UAC) is deactivated.					
3000	19	07100	CANcardXL V1.0	\$ 730.00	\$ 13,870.00
		Discount [%]	5.00- %		\$ 693.50-
					\$ 13,176.50
PR793908 003					
Vendor 11-175-7464					
PCMCIA Card (type II)with 2 CAN/LIN channels. Integrated are 2 CAN controller Philips SJA1000 and 1 microcontroller ATMEL AT91R4008. Included: Library and driver for Windows 2000 and XP. Optional available: CANcabs, LINcabs.					
4000	38	22066	CANcab 1050opto	\$ 215.00	\$ 8,170.00
		Discount [%]	5.00- %		\$ 408.50-
					\$ 7,761.50
PR793908 004					
Vendor 11-175-7464					
CAN connection cable for CANcardXL including one Philips high speed transceiver TJA1050. Opto decoupled.					
5000	19	22051	CANcab 5790opto c	\$ 276.00	\$ 5,244.00
		Discount [%]	5.00- %		\$ 262.20-
					\$ 4,981.80
PR793908 005					
Vendor 11-175-7464					
CAN connection cable for CANcardXL with one Philips single wire CAN transceiver AU5790c. Opto decoupled.					
Serialno.:		(1112302793)			

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
6010	1	11135	CANoe/DENoe Opt .LIN V6.1	\$ 2,520.00	\$ 2,520.00
		Discount [%]	25.00- %		\$ 630.00-
					\$ 1,890.00
PR793908 0015					
Vendor 11-175-7464					
Upgrade a CANoe/DENoe version with LIN functionality. Special functions: Entire LIN communication support. Support for protocol specifications: LIN1.3 (also TOYOTA standard), LIN2.x (also SAE J2602), COOL-LIN (now called COOLING). Simulation & analysis of LIN networks according to LIN Description File (LDF). Viewing & analysis of LIN Description Files (LDFs). Functions for modeling Master & Slave nodes. Creating, editing & generating LIN schedule tables. Interactive manipulation of the scheduler. User-defined test case definition, control & reporting functions for LIN nodes. Creation and execution of LIN conformance tests for Master and Slave (XL hardware required). Stimulation of protocol errors and protocol manipulation respectively (Stress Feature Set).					
6020	1	11141	CANoe/DENoe Opt .FlexRay V6.1	\$ 5,400.00	\$ 5,400.00
		Discount [%]	25.00- %		\$ 1,350.00-
					\$ 4,050.00
PR793908 0016					
Vendor 11-175-7464					
Upgrade a CANoe/DENoe version with FlexRay functionality. Special functions: Entire FlexRay communication support. Support of a FIBEX database.					
7000	1	07100	CANcardXL V1.0 (License Key)		
PCMCIA Card (type II)with 2 CAN/LIN channels. Integrated are 2 CAN controller Philips SJA1000 and 1 microcontroller ATMEL AT91R4008. Included: Library and driver for Windows 2000 and XP. Optional available: CANcabs, LINcabs. Serialno.: (15351)					
8000	2	22047	LINcab 7259mag	\$ 240.00	\$ 480.00
		Discount [%]	5.00- %		\$ 24.00-
					\$ 456.00
PR793908 0017					
Vendor 11-175-7464					
Vector LINcab with stress functionality. Suitable for 12V- and 24V-LIN applications between 5 Kbaud and 20 Kbaud. Infineon LIN Transceiver TLE7259. Galvanically isolated. Power supply either internal (12V) or external (6-36V).					
9000	1	31318	FlexCard Cyclone II / E-Ray	\$ 2,388.00	\$ 2,388.00
PR793908 0018					
Vendor 11-175-7464					
CARDBUS card for sending and receiving of FlexRay frames,					

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
			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 family		
			- 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.: (4004800501)		
12000	10	28022	CANlog4	\$ 2,260.00	\$ 22,600.00

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(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	10	28012	CANlog Piggy-Back 6255	\$ 100.00	\$ 1,000.00
		PR793908 007			
		Vendor 11-175-7464			
			Piggy back for CANlog3 and CANlog4. With one single-wire CAN transceiver Infineon TLE6255G for CAN low speed busses.		
12020	20	28015	CANlog Piggy-Back 1050	\$ 102.00	\$ 2,040.00
		PR793908 008			
		Vendor 11-175-7464			
			Piggy back for CANlog3 and CANlog4. With one transceiver Philips TJA1050 for CAN high speed busses.		
12025	10	28014	CANlog I/O Card D4I40	\$ 320.00	\$ 3,200.00
		PR793908 010			
		Vendor 11-175-7464			
			Expansion board for CANlog3 and CANlog4; with four digital input channels (0-45V) and four digital outputs channels (5-45V; 500 mA).		
12040	10	28019	CANlog4 Flash card 64 MB	\$ 250.00	\$ 2,500.00
		PR793908 009			
		Vendor 11-175-7464			
			64MB Flash card for storage of measurement data for CANlog4. In addition to the already build in 2MB memory.		
13000	10	28051	CANlog/Multilog LOGview	\$ 580.00	\$ 5,800.00
		PR793908 011			
		Vendor 11-175-7464			
			Compact LCD including connecting cable and Binder 5-pin for CANlog3, CANlog4 and Multilog.		
15000	1	MA-CDS-A	Maintenance Agr. CANdelaStudio Adm.	\$ 2,440.00	\$ 2,440.00
		**			
		Discount [%]	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 purchase) Duration: At least 1 year		

Item	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.

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.

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

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. 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, 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 Choice of Law. 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 Invalid Provision. 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 Entire Agreement. 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 Waiver. 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 Export Laws. 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 Additional Rights. 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 Assignment/Transfer. 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



Vector CANtech, Inc.

Suite 550
39500 Orchard Hill Place
Novi, MI 48375

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

Quotation 15022736 Rev. 4 09/05/2007

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	19	02177	CANalyzer pro V6.1	\$ 4,410.00	\$ 83,790.00
		Discount [%]	40.00- %		\$ 33,516.00-
					<hr/>
					\$ 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	CANape V6.5	\$ 6,314.00	\$ 119,966.00
		Discount [%]	20.00- %		\$ 23,993.20-
					<hr/>
					\$ 95,972.80

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

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
<p>Supported protocols are CAN, LIN, Flexray, CCP, XCP, KWP2000 (CAN, K-Line). Integrated ASAP2 database editor, updater and merger. "Diagnostic Feature Set" to execute diagnostic services in the ECU based on CDD or ODX 2.0 database. Calibration Data Management to manage parameter sets. Recording and evaluation of Video/Audio and GPS data. Designed for Windows 2000/XP/Vista. Vista support only for CAN and LIN and if User Account Control (UAC) is deactivated.</p>					
3000	19	07100	CANcardXL V1.0	\$ 730.00	\$ 13,870.00
		Discount [%]	5.00- %		\$ 693.50-
					\$ 13,176.50
<p>PCMCIA Card (type II)with 2 CAN/LIN channels. Integrated are 2 CAN controller Philips SJA1000 and 1 microcontroller ATMEL AT91R4008. Included: Library and driver for Windows 2000 and XP. Optional available: CANcabs, LINcabs.</p>					
4000	38	22066	CANcab 1050opto	\$ 215.00	\$ 8,170.00
		Discount [%]	5.00- %		\$ 408.50-
					\$ 7,761.50
<p>CAN connection cable for CANcardXL including one Philips high speed transceiver TJA1050. Opto decoupled.</p>					
5000	19	22051	CANcab 5790opto c	\$ 276.00	\$ 5,244.00
		Discount [%]	5.00- %		\$ 262.20-
					\$ 4,981.80
<p>CAN connection cable for CANcardXL with one Philips single wire CAN transceiver AU5790c. Opto decoupled.</p>					
6000	1	11123	CANoe V6.1		
<p>Software tool for creation and execution of (remaining bus) simulation, 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 operator and display panels. Transmission, logging, replay, triggering, filtering and offline analysis of the bus traffic. CAPL programming to develop user defined functions. Modeling libraries (e.g. Interaction Layer, Network Management, Transport Protocol). CANoe Realtime to expand the total performance of the system. 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. Test Feature Set for easy and flexible testing. Diagnostic Feature Set for execution and display of diagnostic services (diagnostic tester function) based on UDS and KWP2000. CANdela Viewer to view CANdela description files. Serialno.: (1112302793)</p>					

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
6010	1	11135	CANoe/DENoe Opt .LIN (Upgrade)	\$ 2,520.00	\$ 2,520.00
		Discount [%]	25.00- %		\$ 630.00-
					\$ 1,890.00
<p>Upgrade a CANoe/DENoe version with LIN functionality. Special functions: Entire LIN communication support. Support for protocol specifications: LIN1.3 (also TOYOTA standard), LIN2.x (also SAE J2602), COOL-LIN (now called COOLING). Simulation & analysis of LIN networks according to LIN Description File (LDF). Viewing & analysis of LIN Description Files (LDFs). Functions for modeling Master & Slave nodes. Creating, editing & generating LIN schedule tables. Interactive manipulation of the scheduler. User-defined test case definition, control & reporting functions for LIN nodes. Creation and execution of LIN conformance tests for Master and Slave (XL hardware required). Stimulation of protocol errors and protocol manipulation respectively (Stress Feature Set).</p>					
6020	1	11141	CANoe/DENoe Opt .FlexRay (Upgrade)	\$ 5,400.00	\$ 5,400.00
		Discount [%]	25.00- %		\$ 1,350.00-
					\$ 4,050.00
<p>Upgrade a CANoe/DENoe version with FlexRay functionality. Special functions: Entire FlexRay communication support. Support of a FIBEX database.</p>					
7000	1	07100	CANcardXL V1.0 (License Key)		
<p>PCMCIA Card (type II)with 2 CAN/LIN channels. Integrated are 2 CAN controller Philips SJA1000 and 1 microcontroller ATMEL AT91R4008. Included: Library and driver for Windows 2000 and XP. Optional available: CANcabs, LINcabs. Serialno.: (15351)</p>					
8000	2	22047	LINcab 7259mag	\$ 240.00	\$ 480.00
		Discount [%]	5.00- %		\$ 24.00-
					\$ 456.00
<p>Vector LINcab with stress functionality. Suitable for 12V- and 24V-LIN applications between 5 Kbaud and 20 Kbaud. Infineon LIN Transceiver TLE7259. Galvanically isolated. Power supply either internal (12V) or external (6-36V).</p>					
9000	1	31318	FlexCard Cyclone II / E-Ray	\$ 2,388.00	\$ 2,388.00
<p>CARDBUS card for sending and receiving of FlexRay frames, consists of:</p> <ol style="list-style-type: none"> 1. Hardware FlexCard <ul style="list-style-type: none"> - 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 family 					

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
			<ul style="list-style-type: none"> - Trigger output for external devices (e.g. spectrum analyzer) <p>Note: A CARDBUS compatible PCMCIA drive will be required when used with a Desktop PC.</p>		
			<p>2. Firmware</p> <ul style="list-style-type: none"> - Support of FlexRay protocol version 2.x - Monitoring mode for receiving of FlexRay frames - Node mode for receiving and sending of FlexRay frames 		
			<p>3. Driver-D11</p> <ul style="list-style-type: none"> - For use of the FlexCard with Vector FlexRay tools. Supported OS: Windows 2000/XP 		
			<p>4. Programming library</p> <ul style="list-style-type: none"> - For the use of custom applications with the FlexCard 		
			<p>5. Cables</p> <ul style="list-style-type: none"> - cables to connect FlexCard with the FlexRay bus (D-SUB 9) 		
10000	1	40050	CANdelaStudio Admin V5.0	\$ 13,560.00	\$ 13,560.00
			<p>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.</p>		
10010	1	40031	CANdelaStudio OEM Support GM		
			<p>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.</p>		
11000	1	40048	CANdelaStudio Standard V5.0	\$ 6,762.00	\$ 6,762.00
			<p>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.</p>		
11010	1	40031	CANdelaStudio OEM Support GM		
			<p>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.</p>		

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
12000	10	28022	CANlog4 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.	\$ 2,260.00	\$ 22,600.00
12010	10	28012	CANlog Piggy-Back 6255 Piggy back for CANlog3 and CANlog4. With one single-wire CAN transceiver Infineon TLE6255G for CAN low speed busses.	\$ 100.00	\$ 1,000.00
12020	20	28015	CANlog Piggy-Back 1050 Piggy back for CANlog3 and CANlog4. With one transceiver Philips TJA1050 for CAN high speed busses.	\$ 102.00	\$ 2,040.00
12040	10	28019	CANlog4 Flash card 64 MB 64MB Flash card for storage of measurement data for CANlog4. In addition to the already build in 2MB memory.	\$ 250.00	\$ 2,500.00
12050	10	28014	CANlog I/O Card D4I40 Expansion board for CANlog3 and CANlog4; with four digital input channels (0-45V) and four digital outputs channels (5-45V; 500 mA).	\$ 320.00	\$ 3,200.00
13000	10	28051	CANlog/Multilog LOGview Compact LCD including connecting cable and Binder 5-pin for CANlog3, CANlog4 and Multilog.	\$ 580.00	\$ 5,800.00
14000	1	MA-COE	Maintenance Agreement CANoe	\$ 1,985.00	\$ 1,985.00
		**	Discount [%]	100.00- %	\$ 1,985.00-
<p>Discounted given because Maintenance for this S/N has already been paid Scope of services: Updates for software + options within the maintenance period Maintenance costs: 18% of the software list price per license and year Maturity: Due at the start of the maintenance period Duration: At least 1 year Precondition: Actual software license</p> <p>The adequate options of your software cannot get separate maintenance. They are considered automatically. Please find them listed below.</p>					
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

Item	Qty	PartNr.	Description	Price(USD)	LineTotal(USD)
15000	1	MA-CDS-A	Maintenance Agr. CANdelaStudio Adm.	\$ 2,440.00	\$ 2,440.00
**		Discount [%]	100.00- %		\$ 2,440.00-
<p>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</p> <p>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.</p>					
16000	1	MA-CDS-S	Maintenance Agr. CANdelaStudio Std.	\$ 1,217.00	\$ 1,217.00
**		Discount [%]	100.00- %		\$ 1,217.00-
<p>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</p> <p>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.</p>					
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.

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.

Document-No.: 15022736 Date: 09/05/2007

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

Best Regards,
Vector CANtech, Inc.
Marc Semma