

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

- and -

BIONX CANADA INC.

Respondent

MOTION RECORD
OF THE MOVING PARTIES GENERAL MOTORS LLC AND GENERAL MOTORS OF
CANADA COMPANY

February 26, 2018

SPEIGEL NICHOLS FOX LLP
30 Eglinton Avenue West, Suite 400
Mississauga ON L5R 3E7

Kim Ferreira
LSUC No. 51020L
kim@ontlaw.com
Tel – 905-366-9700 ext. 229
Fax – 905-366-9707

Lawyers for the moving parties,
General Motors LLC and General Motors of
Canada Company

TO: SERVICE LIST

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STIKEMAN ELLIOTT LLP Barristers & Solicitors 5300 Commerce Court West 199 Bay Street Toronto, ON M5L 1B9 Tel: 416-869-5500 Fax: 416-947-0866 Lawyers for Stronach Consulting Corp.	Haddon Murray Tel: 416-869-5239 Email: hmurray@stikeman.com
STRONACH CONSULTING CORP 455 Magna Drive Aurora, ON L4G 7A9 Applicant	Roman Droniuk Email: Roman.Droniuk@stronachgroup.com John Simonetti Email: john.simonetti@stronachgroup.com Jane Lynn Email: jane.lynn@stronachgroup.com
CASSELS BROCK & BLACKWELL LLP Barristers & Solicitors Suite 2100, Scotia Plaza 40 King Street West Toronto, ON M5H 3C2 Tel: 416- 869-5300 Fax: 416- 360-8877 Lawyers for BionX Canada Inc.	Jane Dietrich Tel: 416-860-5223 Email: jdietrich@casselsbrock.com

BIONX CANADA INC 455 Magna Drive Aurora, ON L4G 7A9 Tel: 905-726-9105 Respondent	Fred Gingl Email: fgingl@bionx.com
BRAUTI THORNING ZIBARRAS Suite 2900, 161 Bay Street Toronto, ON M5J 2S1 Tel: 416-362-4567 Fax: 416-362-8410 Independent counsel for the Proposed Receiver	Steven Weisz Tel: 416-304-6522 Email: sweisz@btzlaw.ca Caitlin Fell Tel: 416-304-7002 Email: cfell@btzlaw.ca
GRANT THORNTON LIMITED 12th Floor, 50 Bay Street Toronto, ON M5J 2Z8 Proposed Receiver	Michael Creber Tel: 416-369-7047 Email: Michael.Creber@ca.gt.com Jason Knight Tel: 416-369-7017 Email: Jason.Knight@ca.gt.com
FORD CREDIT CANADA LEASING PO Box 2400 Edmonton, AB T5J 5C7 Tel: 1-877-636-7346	
GENERAL MOTORS OF CANADA COMPANY 29755 Louis Chevrolet Rd. Warren, MI 48093	Mark Fischer Email: Mark.w.fischer@gm.com
CANADA REVENUE AGENCY C/O DEPARTMENT OF JUSTICE The Exchange Tower 130 King Street West Suite 3400, P. O. Box 36 Toronto, ON M5X 1K6	Diane Winters Tel: 416-973-3127 Fax: 416-973-0810 Email: diane.winters@justice.gc.ca

NATIONAL RESEARCH COUNCIL CANADA – INDUSTRIAL RESEARCH ASSISTANCE PROGRAM 7271 Warden Avenue Markham, ON L3R 5X5	Denise Coulter Tel: 905-479-9243 Email: denise.coulter@canada.ca
MINISTRY OF FINANCE 77 Bay Street, 11th Floor Toronto, ON M5G 2C8	Kevin O'Hara Tel: 416-327-8463 Email: kevin.ohara@ontario.ca

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NOTICE OF MOTION

General Motors LLC ("**GM LLC**") and General Motors of Canada Company ("**GM Canada**") (collectively "**GM**"), will bring a motion in the underlying Application, that is to be heard before a Judge presiding over the Commercial List on the return of the Application, on Tuesday, February 27, 2018 at 9:30 a.m., or as soon after that time as the motion can be heard at the Court House, 330 University Avenue, Toronto, Ontario, M5G 1R7.

PROPOSED METHOD OF HEARING: The motion is to be heard orally.

THE MOTION FOR:

1. an Order abridging service of GM's motion record and factum;
2. an Order for possession of personal property being all tooling, dies, test and assembly fixtures, jigs, gauges, patterns, casting patterns, cavities, molds and documentation, including engineering specifications, PPAP books, and test reports together with any accessions, attachments, parts, accessories, substitutions, replacements, and appurtenances thereto used by BionX in connection with its manufacture of component and service parts for GM and more particularly the tooling and equipment as described in the attached Schedule "A" (collectively the "**Tooling and Equipment**"), which are located at BionX, located at the premises of BionX, 455 Magna Dr., Aurora, Ontario and at Magna Closures,

located at 521 Newpark Blvd., Newmarket, Ontario, L3Y 4X7 (collectively the "**Premises**")

3. an Order that BionX, its officers, directors, servants, agents, employees and anyone else acting on its behalf, including, Grant Thornton Limited in its capacity as court appointed receiver of BionX (the "**Receiver**") and any person(s) appearing to be in charge of the Premises shall immediately release and deliver up the Tooling and Equipment;
4. an Order that BionX, its officers, directors, servants, agents, employees, and anyone else acting on its behalf, including the Receiver, and any person(s) appearing to be in charge of the Premises shall allow GM and/or its authorized representatives immediate access to the Premises to inspect, inventory, account for, load, remove and transport the Tooling and Equipment;
5. an Order that BionX, its officers, directors, servants, agents, employees, and anyone else acting on its behalf, including the Receiver, and any person(s) appearing to be in charge of the Premises shall allow GM and/or its authorized representatives immediate access to the Premises at any time, and on any day, with or without the assistance of the police, and any police service or peace officer may be notified and requested to attend at the Premises to keep the peace at the execution of this Order but the presence of the police shall not be for the purpose of compelling or requiring entry to the Premises and any police service or peace officer in attendance shall retain his or her discretion to decide whether to arrest or remove any person pursuant to this Order;
6. an Order that BionX, its officers, directors, servants, agents, employees, and anyone else acting on its behalf, including the Receiver, and any person(s) appearing to be in charge of the Premises shall take all necessary and reasonable steps to preserve and protect the Tooling and Equipment until such time as the Tooling and Equipment is safely and in orderly fashion inspected, accounted for, loaded and removed from the Premises;
7. an Order that BionX, its officers, directors, servants, agents, employees, and anyone else acting on its behalf, including the Receiver, and any person(s) appearing to be in charge of the Premises shall provide all reasonable and necessary assistance to GM in its efforts to take possession of the Tooling and Equipment;
8. if opposed, costs of this motion; and
9. any further relief that this Honourable Court deems just.

THE GROUNDS FOR THE MOTION ARE

A. Parties

10. GM LLC is a corporation incorporated pursuant to the laws of the State of Delaware, in the United States of America. GM LLC is an original equipment manufacturer.
11. GM Canada is a corporation incorporated pursuant to the laws of the Province of Ontario. GM Canada is an affiliate of GM LLC. GM Canada is an original equipment manufacturer.
12. BionX is a corporation incorporated pursuant to the laws of the Province of Ontario. BionX carries on business from the Premises and designs electric propulsion systems for bicycles. BionX is a supplier of component parts to GM.

B. Relationship between GM and BionX

1. The Drive Units Manufactured by BionX for GM

13. In 2015, GM sought to enter the electric bicycle ("**E-Bikes**") market and created an E-Bikes program (the "**E-Bikes Program**").
14. Beginning in 2016, GM issued purchase orders necessary for BionX to be GM's manufacturer of an E-Bikes propulsion system.
15. Thereafter, GM issued further purchase orders to BionX to manufacture and provide GM with 8,000 motor assembly drive units, charger and battery assemblies (collectively the "**Drive Units**") for GM's E-Bikes Program;
16. The supply of Drive Units by BionX to GM is governed by the relevant purchase orders and the related general terms and conditions (the "**General Terms**");

2. The Tooling and Equipment Supplied by GM to BionX to Manufacture the Drive Units

17. BionX utilizes certain specialized Tooling and Equipment in the manufacturing of the Drive Units for GM. The Tooling and Equipment is owned by GM;
18. The General Terms also govern the supply of the Tooling and Equipment by GM to BionX and the General Terms expressly provide that GM is the sole owner of the Tooling and Equipment and that GM is entitled to enter the Premises to inspect the Tooling and Equipment and upon request of GM, BionX is required to immediately release or deliver the Tooling and Equipment to GM;

3. BionX Ceases to Manufacture the Drive Units

19. In January of 2018, BionX advised GM that it was experiencing financial difficulties and would not be able to meet its contractual obligations under the purchase orders or meet the manufacturing schedule for the Drive Units;
20. On February 23, 2018, GM advised BionX that due to BionX's failure to manufacture the Drive Units in accordance with the purchase orders that GM would be terminating its contractual relationship with BionX and would seek to remove the Tooling and Equipment from the Premises;
21. On February 23, 2018, BionX advised GM that it would permit GM to inspect the Tooling and Equipment, but that it would not allow GM to remove the Tooling and Equipment;
22. On the same day, GM received notice that Stronach Consulting Corp., would be moving to appoint Grant Thornton Limited as the court appointed receiver of BionX;

C. Irreparable Harm and Balance of Convenience

23. As part of the E-Bikes Program, GM partnered with a Chinese based manufacturer (the "**Chinese Manufacturer**") to incorporate the Drive Units and assemble the E-Bikes and, accordingly, GM required the timely delivery of the Drive Units by BionX;
24. The Chinese Manufacturer has reserved production time for manufacturing and assembling of the complete E-Bikes;
25. If GM is prevented from recovering the Tooling and Equipment and resourcing the supply of the Drive Units, then this will cause a breakdown in the manufacturing relationship with the Chinese Manufacturer and further threaten GM's ability to deliver the E-Bikes to the commercial market;
26. Further, the production schedule for the Drive Units committed to by BionX was critical for GM to introduce the E-Bikes at large scale bike shows in the spring and fall of 2018;
27. E-Bikes are designed for an urban market and it is increasingly competitive, accordingly, timing to market is critical for a successful launch and sustainable product;
28. GM requires immediate possession of the Tooling and Equipment so that it can resource production of the Drive Units to an alternate supplier and avoid a:
 - a) breakdown of its supply relationship with the Chinese Manufacturer;
 - b) delay in introducing the E-Bikes to the commercial market; and

- c) loss of its competitive advantage in the marketplace.
29. There is no adequate remedy in damages for the injury that will be caused to GM in the event that the Tooling and Equipment is not immediately recovered;
30. Section 101 and 104 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43;
31. Rules 1.04, 1.05, 3.02, 37.07(2), 40 and 44 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194; and
32. Any further grounds as counsel may advise.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:
the affidavit of Scott Wilson.

February 26, 2018

SPEIGEL NICHOLS FOX LLP
30 Eglinton Avenue West, Suite 400
Mississauga ON L5R 3E7

Kim Ferreira
LSUC No. 51020L
kim@ontlaw.com
Tel – 905-366-9700 ext. 229
Fax – 905-366-9707

Lawyers for the moving parties,
General Motors LLC and General Motors of
Canada Company

TO: Service List

SCHEDULE "A"

GM Owned Manufacturing Tools PO# #4300237222 SODW Defined: Section 1.1						
Tool Number	Tool Name	Qty	Invoice Number	Location	Invoice Date	Payment Date
OPTT000027	Stator Gluing Fixture	60	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000001	Sun gear holding fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000002	Magnet holding fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000004	Magnet holding tool	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000006	Magnet seat tool	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
	Gauss Meter	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
	degauss machine	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
OPTT000012	Grease trap locating fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000013	Grease trap, bearing and spacer locating	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000014	Grease trap coining tool 1	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000034	Grease trap coining tool 2	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000008	Pin locating fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000010	Pin adjustment tool	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000011	Rivet Gun	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000031	nest for planet carrier	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000032	pressing tool, planet carrier	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000017	Nest Output Shaft	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17
OPTT000018	Press Tool Output Shaft	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17
OPTT000023	Nest RH	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000024	Tool RH	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000020	Clutch race adapter bearing Nest	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17
OPTT000021	Clutch race adapter bearing tool	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17
OPTT000036	Torque Flange Fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
no tool numbers	Press operation 1	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
no tool numbers	Press operation 2	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
no tool numbers	Press operation 3	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000051	LHH Seat fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000026	Fixture	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTT000037	Arbor press inverter cover	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTT000019	Plug arbor press	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17

OPTT000040	side cutter	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTT000043	pliers	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
TG-10	Torque Gun (Delta Regis)	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
OPTT000045	Die Press Tool Sun gear	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000046	Die Press Tool pool ring	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000047	Clip ring tool 1 lower sun gear	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000048	Clipping tool 2 upper sun gear	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000049	Clipping tool 3 crank shaft	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000052	Fixture seal grease barrier	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000053	Clip ring tool 4	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000033	Torque Tube Fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000028	Final assembly merging tool	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000029	Alignment pins	6	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000030	motor final ASSY fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000054	Motor torque holding jig	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
	Torque Wrench	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
	Pole Assembly with heat stake post	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTA000008	Pole Assembly with heat stake post winding samples	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTC0000227	3M tape sheet - tooling	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
OPTA0000203	holding /machining fixture to manufacture Misc. Parts - e.g. Crimpers, Spacers, Standoffs, Screws, Cables, Headers, etc.	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTC0000244, 054	Machining of mounting plate & inverter cover one of each	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
GM motor stator glue setting fixture		1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTC0000031, OPTC0000039, OPTC0000045	bore & ring gauges, adapters	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTC0000094	teflon plate for beta	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
Tooling stator expoxy fixture		1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17

Misc. items: Inner/Outer Tube, Aluminum base stipped pin, washer skating tool	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTC000410 Grease shield - stator	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
OPTC000406 mounting plate, OPTC000407 mounting ring	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
OPTC000031, OPTC000039, OPTC000045 bore & ring gauges, adapters	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
Miscellaneous components: test plugs, insulating sleeves, extraction tools, resistors, transistors, blade terminals, thermistor, wire, connectors, terminal blocks	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
Female socket connector, thermal liquid gap filler, mixing nozzles & cartages	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
OPTC000038 DC Gaussmeter model HS#582 - torque tube	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
OPTA000014 pin alignment tool - carrier	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
crank seal and spline block	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTC000027, OPTC000032, OPTC000372 machining socket tool, aluminum ring isolator & LH housing	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTC000027 modify ring fixture and 3 pcs of ring	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
adhesive mounting base, anodized aluminum, 4-40 integral stud	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
Hard anodizing of fixture cap	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
OPTC000383 rotor shaft, OPTC000360 base plate, OPTC000368 post	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
stator shipping disk	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTC000412 Trap holder	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Flexible shaft coupling iron hub with set screw	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17

Misc. Parts - e.g. Embedded Evaluation Board, Heat shrink tube, led panel indicator, debugger, crimp pin/sockets, electronic components, etc.	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17
Scriber for hardened steel & stainless steel straight retractable tip	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
OPTA000006 stator weld fixture	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
Modify dyno adapter as per instructions, machine counterbores and grind	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
crimp term male	1	SI022306 (P8)	BionX	20-Dec-16	31-Jan-17
OPTC000024, OPTC000059, OPTA000203 misc including torque sensing tooling, wrench strap set, deep groove ball bearing, manual syringe kit	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17

BETA ED&D PURCHASES CONTRACT - SPOT BUY PO #4300237222

Dedicated GM Equipment & Tools / BETA tools (Line Item 5000410)

GM Owned Tooling
(pick up)

EQUIPMENT COMPLETED AND PAID FOR:

	Qty	Invoice Number	Location	Invoice Date	Payment Date
Battery Testers	12	SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
NVH Booth for Analysis [recording and measuring equipment]	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17

Testers: [RG Shelley Propulsion System Testers]

Drive Unit Dyno	1	SI026642 (P7)	Magna	28-Oct-16	06-Dec-16
Drive Unit Dyno Transformer	1	SI023414 (P12)	Magna	10-May-17	06-Jun-17
Motor Dyno Test Stand	1	SI026642 (P7)	Magna	28-Oct-16	06-Dec-16
		SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
		SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
		SI023415 (P13)	Magna	10-May-17	06-Jun-17
		SI022306 (P8)	Magna	20-Dec-16	31-Jan-17
Prop Durability Tester	1	SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
Motor Durability Tester #1	1	SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
		SI022306 (P8)	Magna	20-Dec-16	31-Jan-17
		SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
Transformer	1	SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
Transformer for Optimus Dyno	1	SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
Encoder	1	SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
		SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
Power Supply Motor Test Dyno	1	SI022805 (P11)	Magna	06-Mar-17	18-Apr-17

Material Cost Pass Through (Line Item 5000210)

	Qty	Invoice	Location	Invoice Date	Payment Date
Drive Unit tear downs	9	SI019473 (P1) - SI021722 (P7)	BionX	Spending from April 2016 ~ Dec 2016	
Competitive Bikes					
Bosch Test Units Instrumented for testing	5	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17
Gear Test Rig	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17

BETA ED&D PURCHASES CONTRACT - SPOT BUY PO #4300237222

Dedicated GM Equipment & Tools / BETA tools (Line Item 5000410)

GM Owned Tooling
(pick up)

EQUIPMENT COMPLETED AND PAID FOR:		Qty	Invoice Number	Location	Invoice Date	Payment Date
Battery Testers		12	SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
NVH Booth for Analysis [recording and measuring equipment]		1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Testers: [RG Shelley Propulsion System Testers]						
Drive Unit Dyno		1	SI026642 (P7)	Magna	28-Oct-16	06-Dec-16
Drive Unit Dyno Transformer		1	SI023414 (P12)	Magna	10-May-17	06-Jun-17
			SI026642 (P7)	Magna	28-Oct-16	06-Dec-16
Motor Dyno Test Stand	1		SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
			SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
			SI023415 (P13)	Magna	10-May-17	06-Jun-17
			SI022306 (P8)	Magna	20-Dec-16	31-Jan-17
Prop Durability Tester	1		SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
			SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
Motor Durability Tester #1	1		SI022306 (P8)	Magna	20-Dec-16	31-Jan-17
			SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
Transformer	1		SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
Transformer for Optimus Dyno	1		SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
Encoder	1		SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
			SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
Power Supply Motor Test Dyno	1		SI022805 (P11)	Magna	06-Mar-17	18-Apr-17

Material Cost Pass Through (Line Item 5000210)

	Qty	Invoice	Location	Invoice Date	Payment Date
Drive Unit tear downs	9	SI019473 (P1) - SI021722 (P7)	BionX	Spending from April 2016 ~ Dec 2016	
Competitive Bikes					
Bosch Test Units instrumented for testing	5	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17
Gear Test Rig	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
Yokogawa Precision Power Analyzer	1	SI022307 (P9)	BionX	20-Dec-16	31-Jan-17
Power Supplies - Lagen 50-30-LAN (test equipment)	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
Gear test rig	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
Dyno - environmental test assembly station	1	SI025517 (P16)	Magna	14-Sep-17	12-Dec-17
SLS models	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17
Bosch bikes - (5) Cube Touring Hybride 400 Blue & Blue	1	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17
10 samples of each cover including cost of coil	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17
SLA model battery components	1	SI022307 (P9)	BionX	20-Dec-16	31-Jan-17
laser weld clamp fixture	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17
cells for testing	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17
Miscellaneous components: test plugs, insulating sleeves, extraction tools, resistors, transistors, blade terminals, thermistor, wire, connectors, terminal blocks.	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
floating gear ring test	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTC000194, 195 - floating gear ring isolator for test	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17
OPTC000210 Can USB adaptor (7)	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
miniature triaxial accelerometer	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17
custom 8S3p PCC block	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTC000031, OPTC000039, OPTC000045 bore & ring gauges, adapters	1	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17
OPTC000057 fixed ind, probe lead, IC driver half bridge, ferrite clip-on, test lead, ferrite core, TVS Diode, N-Channel, Mosfet, 12V regulator and diode, inverter & consulting	1	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17
connectors/MNF/bluetooth module	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
Misc. items including: right angle pin, straight pin, connectors, multilayer ceramic	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
(3) Can USB adaptors	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17

BMX Singl Cassette Cogs Steel 15 Tooth, Sugino Track Chain Ring Black	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
OPTC0000289 - adapter stand - dyno showbike motor	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
CAN USB adapter includes drivers	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17
Misc Items - Control cards with piccolo, debug probes	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTA0000003 Ultra-Linear Measurement Condenser Microphone Electronics	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Misc Items - Control cards with piccolo, debug probes	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17
OPTA0000003 Phantom power supply	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
BAC TTL Communication Harness	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
flat cables	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTA0000003 Acoustical wedge foam panels	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Premium phantom cables xlr female to bnc male unbalanced cable	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Ricardo units	5	SI019473 (P1) - SI021722 (P7)	BionX	Spending from April 2016 ~ Dec 2016	

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

B E T W E E N:

STRONACH CONSULTING CORP.

Applicant

- and -

BIONX CANADA INC.

Respondent

AFFIDAVIT OF SCOTT T. WILSON

I, Scott T. Wilson, of the City of Birmingham in the State of Michigan, in the United States of America, **MAKE OATH AND SAY:**

1. I am the Senior Manager – Global Program Manager for the E-Bikes Program for General Motors LLC (“**GM LLC**”) and as such have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out below, I have provided the source of my information, which I verily believe to be true.
2. I make this affidavit in support of an Order requiring the respondent, BionX Canada Inc. ("**BionX**") to immediately deliver up possession of certain tooling and equipment (the "**Tooling and Equipment**") owned by GM LLC and General Motors of Canada Company ("**GM Canada**" and collectively with GM LLC referred to as "**GM**").

A. The Parties

3. GM LLC is a company incorporated pursuant to the laws of the State of Delaware in the United States of America. GM LLC is an original equipment manufacturer.
4. GM Canada is a company incorporated pursuant to the laws of the province of Ontario. GM Canada is an affiliate of GM LLC. GM Canada is also an original equipment manufacturer.

5. BionX is a company incorporated pursuant to the laws of the province of Ontario. BionX manufactures, among other things, electric drive systems for electronic bicycles ("**E-Bikes**"). BionX carries on business from premises (the "**BionX Premises**") located at 455 Magna Dr., Aurora, Ontario. BionX also uses facilities located at Magna Closures (the "**Magna Premises**"), which is municipally located at 521 Newpark Blvd., Newmarket, Ontario, L3Y 4X7 (collectively with the BionX Premises the "**Premises**")

B. GM decides to enter the E-Bikes market

6. In 2015, GM made a decision to create an electric bicycle program, manufacture E-Bikes, and enter into the competitive E-Bikes market.
7. To facilitate the manufacturing of the E-Bikes, GM collaborated with a Chinese based manufacturer, (the "**Chinese Manufacturer**") to manufacture and assemble the frames for the E-Bikes.
8. In addition to the Chinese Manufacturer, GM selected BionX to be the supplier of the motor assembly drive units (the "**Drive Units**") for the E-Bikes. BionX had experience manufacturing Drive Units for E-Bikes.

C. The Purchase Orders and Terms and Conditions

9. On March 8, 2016, GM issued BionX the first of four purchase orders necessary for BionX to become GM's manufacturer of the E-Bike propulsion system.¹ GM issued BionX the three additional purchase orders on September 22, 2017, September 26, 2017 and October 17, 2017 for BionX to supply, among other things, 8,000 Drive Units.² The Drive Units consisted of:
 - a) motor assembly drive units (identified by BionX as manufacturer part number 24288312);
 - b) charger assembly units (identified by BionX as manufacturer part number 24288321); and
 - c) battery assembly units (identified by BionX as manufacturer part number 24288318).

¹ Ex. A, Tab 1, Purchase Order dated March 8, 2016.

² Ex. A, Tab 2 to 4, Purchase Orders dated September 22, 2017, September 26, 2017 and October 17, 2017.

10. The four purchase orders (the "**Purchase Orders**") issued by GM to BionX are identified as 4300237222, 4300557102, 470021739 and 4300554647.³ The Purchase Orders included the GM General Terms and Conditions (the "**Terms and Conditions**").
11. The Terms and Conditions govern the contractual relationship between BionX and GM.

D. GM Supplies the Tooling and Equipment to BionX

12. In order to manufacture the Drive Units for the E-Bikes, BionX utilized certain specialized Tooling and Equipment. BionX purchases the Tooling and Equipment from suppliers pursuant to tooling purchase orders issued by GM. GM then reimbursed BionX for the cost to purchase the Tooling and Equipment.
13. GM maintains a detailed list of the Tooling and Equipment in the possession of BionX.⁴
14. BionX stored the Tooling and Equipment at the BionX Premises and the Magna Premises.⁵
15. Pursuant to the Terms and Conditions, the Tooling and Equipment is provided to BionX to perform its obligations under the Purchase Orders, but it shall be and remain the sole property of GM, and all right, title and interest in the Tooling and Equipment shall remain with GM.⁶ In particular, the Terms and Conditions state that:

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer [GM], either directly or indirectly, to Seller [BionX] to perform this contract, or for which Seller has been reimbursed by Buyer, **shall be and remain the property of Buyer** and held by Seller on a bailment basis (Buyers Property)...**Buyer shall have the right to enter Sellers premises at all reasonable times to inspect such property and Sellers records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller... Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise.**

16. BionX was to have used the Tooling and Equipment to manufacture and supply GM with the Drive Units. GM would then deliver the Drive Units to the Chinese Manufacturer to install as part of its assembly of the E-Bikes.

³ Ex. A, Tabs 1 to 4, the Purchase Orders.

⁴ Ex. A, Tab 5, Spreadsheet Describing the Tooling and Equipment and Location.

⁵ Ex. A, Tab 5, Spreadsheet Describing the Tooling and Equipment and Location.

⁶ Ex. A, Tabs 1 to 4, Purchase Orders.

E. The Breakdown in the Relationship

17. On September 22, 2017, GM issued purchase order 4300557102 to BionX that required BionX to deliver 8,000 Drive Units by December 31, 2018.⁷
18. On November 1, 2017, I sent an email to Fred Gingl ("**Fred**"), the Chief Executive Officer of BionX, and Paul Gingl ("**Paul**"), the Chief Operating Officer of BionX, to request confirmation that BionX was to ready to meet the monthly ramp schedule in order to deliver the 8,000 Drive Units by December 31, 2018.⁸
19. On November 2, 2017, Paul sent me an email to confirm that BionX agreed to the monthly ramp plan schedule and BionX would start production by January of 2018. BionX would be manufacturing and supplying GM with 100 Drive Units in January.⁹
20. On January 5, 2018, I sent Paul a further email asking for a status of the Drive Units and requesting an attendance at the Premises.¹⁰ On the same day, Paul responded advising that he looked forward to speaking with me when I attended.¹¹
21. On January 8 and 9, 2018, I attended at the Premises with other GM representatives. At that time, Fred advised us that BionX did not have the financial resources to execute on the Purchase Orders. The GM team requested that BionX provide adequate assurances of future performance via a parental guaranty or other assurances that BionX would receive adequate funding and be able to perform its contractual obligations under the Purchase Orders.
22. On January 16, 2018, BionX sent GM a letter where it requested, among other things, that GM pay for all components as required for the 8,000 Drive Units as cash in advance and not in the manner provided for in the Purchase Orders.¹²
23. On January 17, 2018, GM received an email from one of BionX's suppliers advising that BionX had not been paying it for its services and enclosing a letter from BionX dated

⁷ Ex A, Tab 2, Purchase Order dated September 22, 2017.

⁸ Ex. A, Tab 6, Email dated November 1, 2017, from Scott Wilson to Fred and Paul Gingl.

⁹ Ex. A, Tab 7, Email dated November 2, 2017, from Paul Gingl to Scott Wilson.

¹⁰ Ex. A, Tab 8, Email dated January 5, 2018, from Scott Wilson to Paul Gingl.

¹¹ Ex. A, Tab 9, Email dated January 5, 2018, from Paul Gingl to Scott Wilson.

¹² Ex. A, Tab 10, Letter dated January 16, 2018 from BionX to GM.

January 5, 2018, where BionX advised the supplier that it was in the midst of a restructuring.¹³

24. On January 19, 2018, Fred sent GM an email that advised, among other things, BionX was in the process of restructuring and determining its best path forward. In addition, Fred advised GM that BionX did not have the financial resources to execute on the Purchase Orders.¹⁴
25. On February 1, 2018, I, along with other GM representatives, met with Fred, and other BionX representatives, including a representative from Stronach Consulting Corp., at GM's offices in Warren, Michigan.
26. The purpose of the meeting was to discuss BionX's performance issues and its unwillingness or inability to meet its contractual obligations under the Purchase Orders.
27. At the meeting, GM indicated to BionX that it considered BionX to be in default of its contractual obligations under the Purchase Orders. Further, GM advised BionX that it would hold BionX accountable for damages incurred, including lost volume and higher costs flowing from urgent resourcing.
28. Following the meeting, GM sent BionX a letter advising, among other things, that BionX is in material breach of its contractual obligations under the Purchase Orders, insolvent, and is refusing to provide GM with the necessary assurances that it can deliver the Drive Units.¹⁵

F. GM terminates its contractual relationship with BionX

29. In addition to the above breaches of the Purchase Orders, GM has identified further examples of BionX's inability to deliver under its contractual obligations, which include:
 - a) being two months late on the delivery schedule for Beta builds;
 - b) being two months late on the delivery schedule for Gamma builds;
 - c) forcing GM to address the delays by shipping the Drive Units by air to the Chinese Manufacturer at additional costs;

¹³ Ex. A, Tab 11, Email dated January 17, 2018, from Delta Research to GM, enclosing letter from BionX dated January 5, 2018.

¹⁴ Ex. A, Tab, 12, Email dated January 19, 2018, from Fred Gingl to Ian Scott.

¹⁵ Ex. A, Tab, 13, Letter dated February 1, 2018, from GM to BionX.

- d) continually changed the production ramp plan for the delivery schedule of the Drive Units, which left GM with no confidence or evidence that BionX could actually deliver on the Drive Unit schedule;
 - e) not having a ready supply base;
 - f) not properly managing its supply base; and
 - g) not paying its supply base.
30. By the morning of February 23, 2018, BionX had failed to remedy its defaults or initiate the supply of the Drive Units.
31. Accordingly, on February 23, 2018, at 9:54 a.m. GM's legal counsel sent a letter (the "**Termination Letter**") to BionX to advise it that GM:
- a) is terminating the Purchase Orders;
 - b) is terminating its contractual relationship with BionX; and
 - c) will be attending at the Premises on Monday, February 26, 2018, to remove the Tooling and Equipment.¹⁶
32. On February 23, 2018, at 8:04 p.m., Fred sent an email in response to the Termination Letter. The email advises, among other things, that BionX agreed it is required under the Terms and Conditions to release to GM the Tooling and Equipment furnished by GM, or for which GM reimbursed BionX. Fred, however, was uncertain if GM had reimbursed BionX for all of the Tooling and Equipment and required additional time to review BionX's records. In closing, Fred agreed that GM could attend on Monday, February 26, 2018, to review the Tooling and Equipment in order for the parties to determine what GM could later remove from the Premises.¹⁷
33. To address the issues of reimbursement raised by BionX, I attach a spreadsheet to my affidavit that identifies:
- a) all of the Tooling and Equipment;
 - b) the date GM paid BionX; and
 - c) the balance if any that GM owes.¹⁸

¹⁶ Ex. A, Tab, 14, Termination Letter, dated February 23, 2018.

¹⁷ Ex. A, Tab, 15, Email dated February 23, 2018, from Fred Gingl to Kim Ferreira.

¹⁸ Ex. A, Tab, 16, GM Spreadsheet indicating, Tooling and Equipment, Location and Balance.

34. GM is prepared to pay the balance of \$206,856.40 into Court, which relates to completed Tooling and Equipment in BionX's possession that is outstanding and to allow GM to be granted an Order to remove the Tooling and Equipment.

G. The Receivership

35. On February 23, 2018, at 6:06 p.m. GM received an application record from Stronach Consulting Corp. ("**Stronach**"), that disclosed Stronach is bringing an application on February 27, 2018 to seek the Court appointment of Grant Thornton Limited as the receiver (the "**Receiver**") of BionX. The application record confirms that BionX consents to the appointment of the Receiver and that the Receiver will seek to conduct a sales process for BionX.¹⁹
36. On February 24, 2018, GM's legal counsel sent the Receiver an email to confirm that:
- a) the Tooling and Equipment remains the property of GM;
 - b) GM would pay any amount owing on the Tooling and Equipment into Court;
 - c) GM would attend on February 26, 2018, at the Premises to take an accounting of the Tooling and Equipment; and
 - d) GM would coordinate with the Receiver to attend at the Premises during the week of February 26th to remove the Tooling and Equipment.²⁰
37. On February 25, 2018, counsel for the Receiver sent an email in response. The email advised, among other things, that the Receiver understood that GM would attend at the Premises on Monday, February 26, 2018, to "*look at the tooling and equipment your client claims is its property, but not touch or label anything.*"²¹
38. Counsel for BionX sent an email shortly thereafter that confirmed the Receiver's comments reflected BionX's understanding.²²
39. Counsel for GM then sent an email to counsel for the Receiver and BionX to confirm that GM would attend at the Premises on the morning of February 26, 2018, to inspect and taken an accounting of the Tooling and Equipment.²³

¹⁹ Ex. A, Tab, 17, Notice of Application.

²⁰ Ex. A, Tab, 18, Email dated February 24, 2018, from Kim Ferreira to Michael Creber.

²¹ Ex. A, Tab, 19, Email dated February 25, 2018, from Steven Weisz to Kim Ferreira.

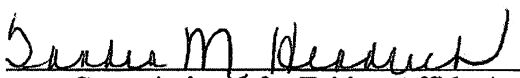
²² Ex. A, Tab, 20, Email dated February 25, 2018, from Jane Dietrich to Kim Ferreira and Steven Weisz.

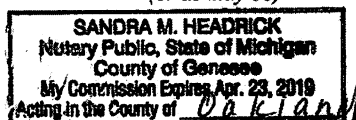
²³ Ex. A, Tab, 21, Email dated February 25, 2018, from Kim Ferreira to Steven Weisz and Jane Dietrich.

H. Irreparable Harm

40. If the Receiver prevents GM from gaining possession, custody, and control of the Tooling and Equipment then this will cause GM monumental and irreparable damage.
41. GM is under contract with the Chinese Manufacturer to deliver the Drive Units for incorporation into the E-Bikes. The Chinese Manufacturer has reserved production time to manufacture and assemble the complete E-Bikes. Accordingly, GM needs to recover the Tooling and Equipment to resource the supply of the Drive Units to an alternate supplier.
42. If GM fails to deliver the Drive Units to Chinese Manufacturer, then this will cause a breakdown in the manufacturing relationship with Chinese Manufacturer and threaten GM's ability to deliver the E-Bikes to the commercial market.
43. The production timeline of the Drive Units committed to by BionX was critical for GM to meet the introduction of the E-Bikes at the spring 2018 European Bike Show, the world's largest and premier bike show. BionX's failure to supply GM with the Drive Units has now cost GM the ability to participate in the European Bike Show and feature the E-Bike.
44. Further, if GM is not granted immediate possession of the Tooling and Equipment, GM will be unable resource the supply of the Drive Units in order to allow GM to introduce the E-Bikes at the fall, 2018, Taiwan bike show.
45. E-Bikes are designed for an urban market and it is increasingly competitive, accordingly, timing to market is critical for a successful launch and sustainable product. Accordingly, GM requires the Tooling and Equipment to maintain its competitive advantage.

SWORN BEFORE ME at the City of Auburn Hills
in the on February 26, 2018


Commissioner for Taking Affidavits
(or as may be)



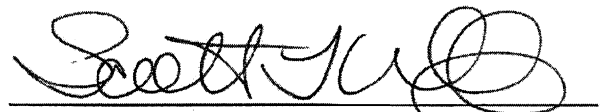

SCOTT T. WILSON

Exhibit "A"

Scott Wilson

This is Exhibit A referred to in the
affidavit of SCOTT WILSON
sworn before me, this 26th
day of February 2018
Sandra M. Headrick
A COMMISSIONER FOR TAKING AFFIDAVITS

SANDRA M. HEADRICK
Notary Public, State of Michigan
County of Genesee
My Commission Expires Apr. 23, 2019
Acting in the County of Dakota

SANDRA M. HEADRICK
Notary Public, State of Michigan
County of Genesee
My Commission Expires Apr. 23, 2019
Acting in the County of Dakota

TAB 1

Seller Contact:	
Name:	BIONX CANADA INC
Address:	455 MAGNA DR AURORA ON L4G 7A9 CA



Canada

General Motors of Canada Company

Purchase Contract - Spot Buy

Issue Date: Mar. 08, 2016

Buyer:

General Motors of Canada Company
1908 Colonel Sam Drive
Oshawa ON L1H 8P7
CA

Seller:

BIONX CANADA INC
455 MAGNA DR
AURORA ON L4G 7A9
CA
DUNS: 243829467

Buyer Contact:

Name: vinod.kumar
Purchasing Group: 417
Tel: 585-857-3906
Fax: N/A
Email: vinod.kumar@gm.com

Seller Contact:

Name: BIONX CANADA INC
Address: 455 MAGNA DR
AURORA ON L4G 7A9
CA
Tel: 9057267830
Fax: N/A
Email: mwilletts@ridebionx.com

Upon the terms and conditions set forth in this Purchase Contract, Seller agrees to sell and Buyer agrees to purchase, the goods or services described below.

Purchase Contract Details

Purchase Contract Number: 4300237222
Effective Date: N/A
Expiration Date: Mar. 08, 2018
Amendment: 3
Payment terms: 47 Days Average with Weekly Disbursements

Payment calculated from:

For Goods: On receipt of goods at buyers plant
For Services: On receipt of a valid Invoice

Currency: CAD
Incoterms: FOB/Free on board
Origin, Freight Collect

Ship To: See line item details
Name: See line item details
Address: See line item details

Tel: See line item details
Fax: See line item details
Email: See line item details

Invoice Mailing Address

Buyer: GM of Canada Company:3000
C/O: INDIRECT INVOICE PROCESSING
Address: PO BOX 982268
EL PASO,
TEXAS 79998-2268
Tel: N/A
Fax: 855-228-1494
Email: eSAP_AP_CA@gm.com

Requestor

Name: Steven Hayslett
Tel: N/A
Email: steven.hayslett@gm.com



Canada

General Motors of Canada Company

Purchase Contract - Spot Buy

Purchase Contract #: 4300237222

Amendment: 3

Currency: CAD

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
00005	Aug. 29, 2016	N/A	DV / Beta Tooling @ Pass Thru	1169826.000	ZLV	1.00/1/ZLV	1,169,826.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: N/A

Ship To:

Name: 3000

Address: 500 Wentworth Street West Oshawa ON L1H 3V9 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
00006	Jan. 28, 2017	N/A	DV / Beta Hardware: Drive Units	227.000	ZLV	4,327.00/1/ZLV	982,229.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: N/A

Ship To:

Name: 3000

Address: 500 Wentworth Street West Oshawa ON L1H 3V9 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule



Canada

General Motors of Canada Company

Purchase Contract - Spot Buy

Purchase Contract #: 4300237222

Amendment: 3

Currency: CAD

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
00007	Jan. 28, 2017	N/A	DV / Beta Hardware: Battery Packs	72.000	ZLV	3,126.00/1/ZLV	225,072.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: N/A

Ship To:

Name: 3000

Address: 500 Wentworth Street West Oshawa ON L1H 3V9 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
50001 10	Feb. 29, 2016	N/A	Engineering, Design & Development	5676712.000	ZLV	1.00/1/ZLV	5,676,712.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: N/A

Ship To:

Name: 3000

Address: 500 Wentworth Street West Oshawa ON L1H 3V9 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule



Canada

General Motors of Canada Company

Purchase Contract - Spot Buy

Purchase Contract #: 4300237222

Amendment: 3

Currency: CAD

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
50002 10	Feb. 29, 2016	N/A	Material Cost @ pass thru	544706.000	ZLV	1.00/1/ZLV	544,706.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: N/A

Ship To:

Name: 3000

Address: 500 Wentworth Street West Oshawa ON L1H 3V9 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
50003 10	Feb. 29, 2016	N/A	Outside Test and Services @ pass thru	1688850.000	ZLV	1.00/1/ZLV	1,688,850.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: N/A

Ship To:

Name: 3000

Address: 500 Wentworth Street West Oshawa ON L1H 3V9 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule



Canada

General Motors of Canada Company

Purchase Contract - Spot Buy

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Currency: CAD

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
5000410	Feb. 29, 2016	N/A	Dedicated GM Equipment Cost @ pass thru	1040068.000	ZLV	1.00/1/ZLV	1,040,068.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: N/A

Ship To:

Name: 3000

Address: 500 Wentworth Street West Oshawa ON L1H 3V9 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
5000510	Jul. 25, 2016	N/A	ED&D - Early Prototype	305388.000	ZLV	1.00/1/ZLV	305,388.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: N/A

Ship To:

Name: 3000

Address: 500 Wentworth Street West Oshawa ON L1H 3V9 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule



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Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
5000610	Jul. 25, 2016	N/A	Material - Early Prototype (Pass Thru)	183203.000	ZLV	1.00/1/ZLV	183,203.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: N/A

Ship To:

Name: 3000

Address: 500 Wentworth Street West Oshawa ON L1H 3V9 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule

Total Value	11,816,054.00
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Delivery Schedule

Line Item #	Delivery Schedule	Buyer Material #	Qty	Unit of Measure	Delivery Date
00005	0001		1,169,826.000	ZLV	Aug. 29, 2016
00006	0001		227.000	ZLV	Jan. 28, 2017
00007	0001		72.000	ZLV	Jan. 28, 2017
50001	0001		1.000	AU	Feb. 29, 2016
50002	0001		1.000	AU	Feb. 29, 2016
50003	0001		1.000	AU	Feb. 29, 2016
50004	0001		1.000	AU	Feb. 29, 2016
50005	0001		1.000	AU	Jul. 25, 2016
50006	0001		1.000	AU	Jul. 25, 2016



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General Terms and Conditions

1. ACCEPTANCE:

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

2. SHIPPING, PAYMENT AND RIGHT TO AUDIT:

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds transfer. The payment date is set forth elsewhere in this Contract, or if not stated, shall be 47/weekly, which provides that payment shall be made on average in 47 days, with weekly disbursements, following receipt of the goods at Buyer's plant or, if directed by Buyer, receipt of a valid invoice. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this Contract. Seller grants to Buyer access to all pertinent information and materials, including, but not limited to, books, records, payroll data, receipts, correspondence parts, tools, fixtures, equipment and gages and other documents/materials of Seller, its affiliates, subsidiaries and subcontractors, for the purpose of auditing Seller's charges under this contract. Seller will preserve these documents/materials for a period of (3) three years after the final payment under this contract. Seller will segregate its records and otherwise cooperate with Buyer so as to facilitate the audit.

3. DELIVERY SCHEDULES:

Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Seller shall take action to electronically communicate purchasing and supply chain transactions in a secure (encrypted) manner, including but not limited to receiving Buyer's RFQs, purchase contracts and production schedules, as well as sending ASNs, quotes and proposals to Buyer. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. PREMIUM SHIPMENTS:

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

5. CHANGES:

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to (a) promptly make such changes, and (b) accept any subsequently issued contracts implementing 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



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detail as Buyer may direct. Any changes to this Contract shall be made in accordance with Paragraph 31.

6. SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION:

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

7. NONCONFORMING, REJECTED, OBSOLETE OR SURPLUS GOODS:

Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this Contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects. Any goods a) determined to be nonconforming by Seller (or its suppliers), b) rejected by Buyer as nonconforming, c) that become obsolete or surplus, will be rendered unusable prior to salvage or disposal by Seller (or its suppliers). Seller will ensure that nonconforming, rejected, obsolete or surplus goods are not sold as service or replacement parts to third parties. Seller agrees to institute appropriate controls with its suppliers to ensure compliance with this section.

8. FORCE MAJEURE; LABOR DISRUPTION INVENTORY:

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

9. WARRANTY:

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



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10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:

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

11. INSOLVENCY:

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

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

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

13. TERMINATION FOR CONVENIENCE:

In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 90 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.



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14. INTELLECTUAL PROPERTY:

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

15. TECHNICAL INFORMATION DISCLOSED TO BUYER:

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

16. INDEMNIFICATION:

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

17. INSURANCE:

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

18. SELLER'S PROPERTY:

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

19. BUYER'S PROPERTY:

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract; shall be deemed to be personalty; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with



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the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise.

20. SERVICE AND REPLACEMENT PARTS:

Seller will sell to Buyer goods necessary for it to fulfill its current model service and replacement parts requirements at the price(s) set forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15 year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 5 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

21. REMEDIES:

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

22. CUSTOMS; EXPORT CONTROLS:

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

23. SETOFF/RECOUPMENT:

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

24. NO ADVERTISING OR POSTING OF GM INFORMATION:

Seller shall not, without first obtaining the written consent of Buyer, in any manner a) advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, b) use any trademarks or trade names of Buyer in Seller's advertising or promotional materials, or c) use GM information in any form of electronic communication such as web sites (internal or external), blogs, or other types of



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postings.

25. COMPLIANCE WITH LAWS; EMPLOYMENT/BUSINESS PRACTICES:

Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. Seller agrees to comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and that neither it nor any of its subcontractors will directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority to obtain or retain any contract, business opportunity, or other benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance.

26. NO IMPLIED WAIVER:

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

27. NON-ASSIGNMENT:

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

28. RELATIONSHIP OF PARTIES:

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

29. GOVERNING LAW; JURISDICTION:

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

30. SEVERABILITY:

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

31. ENTIRE AGREEMENT:



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

Revised: January 2011

Special Terms and Conditions

ADDITIONAL PURCHASE ORDER TERMS AND CONDITIONS
FOR ENGINEERING, DESIGN & DEVELOPMENT SERVICES

1. SERVICES AND COMPENSATION

1.1 SELLER AGREES TO PROVIDE SERVICES ("SERVICES") TO BUYER IN ACCORDANCE WITH THE TERMS OF THIS PURCHASE ORDER AND THE STATEMENT OF WORK OR STATEMENT OF REQUIREMENTS PROVIDED BY BUYER ("STATEMENT OF WORK"). THE STATEMENT OF WORK CONTAINS A DETAILED DESCRIPTION OF SERVICES SELLER WILL PERFORM, THE WORK PRODUCT AND OTHER MATERIALS THAT SELLER WILL DELIVER TO BUYER (THE "DELIVERABLES"), AND THE TIME WHEN THE DELIVERABLES WILL BE PROVIDED.

1.2 SELLER WILL BE COMPENSATED FOR SERVICES AS SET FORTH IN THE STATEMENT OF WORK, BUT NOT TO EXCEED THE AMOUNT SET FORTH ON THE FACE OF THIS PURCHASE ORDER, WITHOUT BUYER'S PRIOR WRITTEN APPROVAL. IN ADDITION AND ONLY IF EXPRESSLY PERMITTED IN THE STATEMENT OF WORK, BUYER MAY REIMBURSE REASONABLE AND NECESSARY OUT-OF-POCKET COSTS AND SUBCONTRACTED COSTS ASSOCIATED WITH THE SERVICES, PROVIDED SUCH COSTS HAVE BEEN PREVIOUSLY APPROVED BY BUYER IN WRITING. OUT-OF-POCKET AND SUBCONTRACTED COSTS WILL BE BILLED NET, WITHOUT MARK-UP.

2. INVOICING PAYMENT

2.1 FOLLOWING THE PROVISION OF SERVICES, SELLER SHALL SUBMIT AN INVOICE IN ACCORDANCE WITH THE STATEMENT OF WORK. IF REQUESTED IN THE STATEMENT OF WORK OR OTHERWISE BY BUYER, SELLER SHALL SUBMIT WITH EACH INVOICE FOR PAYMENT, A PROGRESS REPORT SPECIFYING THE MILESTONES OR PHASES THAT HAVE BEEN COMPLETED AGAINST THE STATEMENT OF WORK. IN THOSE



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CASES WHERE A MILESTONE OR PHASE HAS NOT BEEN COMPLETED THE SELLER SHALL SUBMIT TO BUYER THE WORK PERFORMED DURING THE PERIOD AND THE PERCENTAGE OF EACH MILESTONE OR PHASE THAT HAS BEEN COMPLETED. ANY DELAY IN THE SUBMISSION OF SUCH PROGRESS REPORT BY SELLER SHALL CAUSE A CORRESPONDING DELAY IN THE PAYMENT OBLIGATION DATE OF BUYER.

2.2 THE PAYMENT TERM IS SET FORTH ELSEWHERE IN THE CONTRACT OR IF NOT STATED, SHALL BE NET 60, WITH DISBURSEMENTS OCCURRING ON A WEEKLY PAYMENT CYCLE. PAYMENT WILL BE TRIGGERED UPON BUYER'S RECEIPT OF A VALID INVOICE.

3. PROGRAM MANAGERS; FORM OF DESIGN DATA; CHANGES

3.1 IF REQUESTED IN THE STATEMENT OF WORK OR OTHERWISE BY BUYER, SELLER AND BUYER SHALL EACH APPOINT AN INDIVIDUAL AS PROGRAM MANAGER FOR THE WORK TO BE DONE UNDER THIS PURCHASE ORDER. SUCH PERSONS SHALL BE RESPONSIBLE FOR ALL COMMUNICATIONS BETWEEN THE PARTIES AND ANY APPROVALS REQUIRED HEREUNDER. THE PROGRAM MANAGERS SHALL MUTUALLY AGREE ON THE FORM, WHETHER DOCUMENTARY OR MACHINE READABLE, CONTENT AND ENGINEERING LANGUAGE OF ALL DESIGN DATA FURNISHED BY SELLER TO BUYER HEREUNDER, INCLUDING ALL ENGINEERING RELEASES AND ENGINEERING CHANGE REQUESTS.

3.2 BUYER SHALL HAVE THE RIGHT TO DEMAND CHANGES TO THE PERFORMANCES SPECIFIED IN THIS PURCHASE ORDER (HEREINAFTER "CHANGES"), INCLUDING BUT NOT LIMITED TO CHANGES BASED ON MODIFICATIONS OF THE SPECIFICATIONS SET FORTH IN STATEMENT OF WORK.

3.3 TO THE EXTENT THAT THE CHANGES DO NOT REQUIRE A SUBSTANTIAL AMOUNT OF ADDITIONAL WORK, SELLER SHALL IMPLEMENT SUCH CHANGES WITHOUT PAYMENT OF ADDITIONAL COMPENSATION. IN CASE OF CHANGES WHICH REQUIRE A SUBSTANTIAL AMOUNT OF WORK, SELLER SHALL ACCEPT BUYER'S AMENDED PURCHASE ORDER AND THE OVERALL COMPENSATION SHALL BE ADJUSTED ACCORDINGLY BY MUTUAL CONSENT, UNLESS SELLER FURNISHES PROOF THAT SUCH CHANGES CANNOT BE



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IMPLEMENTED.

4. MEETINGS

BUYER MAY REQUEST MEETINGS WITH SELLER, TO BE HELD AT MUTUALLY AGREEABLE TIMES AND PLACES, TO EVALUATE THE PROGRESS OF THE DELIVERABLES AND MATTERS RELATED THERETO. EACH PARTY WILL DEVOTE REASONABLE EFFORTS TO ENSURE ATTENDANCE OF APPROPRIATE PERSONNEL AT ANY SUCH MEETING, INCLUDING REPRESENTATIVES WHO ARE PARTY TO THE THIRD-PARTY AGREEMENTS WHOSE PRESENCE BUYER REQUESTS.

5. STANDARD OF WORKMANSHIP AND WARRANTY

5.1 SELLER SHALL USE ITS BEST SKILLS, RESOURCES AND JUDGMENT TO PERFORM ALL SERVICES IN AN EFFICIENT AND ECONOMICAL MANNER AND IN ACCORDANCE WITH THE HIGHEST PROFESSIONAL STANDARDS OF WORKMANSHIP, TO THE REASONABLE SATISFACTION OF BUYER. IN ADDITION TO OTHER RIGHTS PROVIDED UNDER THIS PURCHASE ORDER OR AT LAW, SELLER SHALL PERFORM AGAIN, AT NO COST TO BUYER, ANY SERVICES AND FURNISH ANY DESIGN DATA WHICH, IN THE REASONABLE OPINION OF BUYER, DOES NOT MEET SUCH STANDARDS. SELLER WARRANTS THE PERFORMANCE OF ALL AGREED OBLIGATIONS BY SELLER AND THE RIGHTS GRANTED HEREIN. SELLER AGREES TO ACHIEVE DELIVERABLES THAT ARE FREE AND CLEAR OF THIRD PARTIES RIGHTS.

5.2 WHEN DELIVERABLES INCLUDE COMPUTER PROGRAMS, INCLUDING, WHERE APPLICABLE, OBJECT CODE (INCLUDING MICROCODE) AND SOURCE CODE, AND ANY ENHANCEMENTS, MODIFICATIONS, UPDATES OR RELEASES RELATING THERETO ("DEVELOPED SOFTWARE"), SELLER FURTHER AGREES TO PROVIDE BUYER WITH ALL DOCUMENTATION RELATED THERETO INCLUDING USER MANUALS, TRAINING MATERIALS, PRODUCT DESCRIPTIONS AND APPLICABLE SPECIFICATIONS, TECHNICAL MANUALS AND SUPPORTING MATERIALS, DEVELOPED DOCUMENTS, AND OTHER PRINTED INFORMATION,



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WHETHER DISTRIBUTED IN PRINT, ELECTRONIC, OR VIDEO FORMAT. FURTHERMORE, SELLER AGREES THAT NO PORTION OF THE DEVELOPED SOFTWARE DELIVERED TO BUYER WILL CONTAIN ANY UNDISCLOSED FEATURES OR ANY "BACK DOOR," "TIME BOMB," "TROJAN HORSE," "WORM," "DROP DEAD DEVICE," "VIRUS," OR OTHER COMPUTER SOFTWARE ROUTINES OR HARDWARE COMPONENTS DESIGNED TO (I) PERMIT ACCESS OR UNAUTHORIZED USE OF EITHER THE DEVELOPED SOFTWARE OR BUYER'S COMPUTER SYSTEMS OR VEHICLES, (II) DISABLE, DAMAGE OR ERASE THE DEVELOPED SOFTWARE OR DATA, OR (III) PERFORM ANY OTHER SUCH ACTIONS. FURTHERMORE, THE DEVELOPED SOFTWARE SHALL NOT CONTAIN PREPROGRAMMED PREVENTATIVE ROUTINES OR SIMILAR DEVICES WHICH PREVENT BUYER FROM EXERCISING THE RIGHTS GRANTED UNDER THIS AGREEMENT OR FROM UTILIZING THE DEVELOPED SOFTWARE FOR THE PURPOSE FOR WHICH IT WAS DESIGNED.

6. PROPRIETARY INFORMATION

IN ORDER THAT SELLER'S EMPLOYEES, APPROVED SUB-CONTRACTORS AND AGENTS ("SELLER'S PERSONNEL") MAY EFFECTIVELY PROVIDE THE SERVICES TO BUYER UNDER THIS PURCHASE ORDER, IT MAY BE NECESSARY OR DESIRABLE FOR BUYER TO DISCLOSE CONFIDENTIAL OR PROPRIETARY INFORMATION PERTAINING TO BUYER'S PAST, PRESENT AND FUTURE ACTIVITIES. ALL PROPRIETARY INFORMATION FURNISHED OR MADE AVAILABLE BY BUYER TO SELLER OR TO SELLER'S PERSONNEL IN CONNECTION WITH THE WORK OR SERVICES TO BE PERFORMED FOR BUYER HEREUNDER, AND ALL PROPRIETARY INFORMATION GENERATED OR DEVELOPED BY SELLER OR SELLER'S PERSONNEL FOR BUYER (COLLECTIVELY BUYER'S PROPRIETARY INFORMATION), SHALL BE OWNED BY BUYER, SHALL BE TREATED AS CONFIDENTIAL BY SELLER AND SELLER'S PERSONNEL AND SHALL NOT BE USED OR DISCLOSED BY SELLER OR SELLER'S PERSONNEL, EITHER IN WHOLE OR IN PART, EXCEPT UPON WRITTEN AUTHORIZATION BY BUYER. SELLER SHALL MAKE



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SELLER'S PERSONNEL AWARE OF THEIR OBLIGATION NOT TO USE OR DISCLOSE BUYER'S PROPRIETARY INFORMATION. WHERE SELLER BECOMES AWARE OF CIRCUMSTANCES REGARDING SELLER'S PERSONNEL WHICH COMPROMISES OR MAY COMPROMISE BUYER'S PROPRIETARY INFORMATION, SELLER WILL IMMEDIATELY INFORM BUYER OF SUCH CIRCUMSTANCES.

7. INTELLECTUAL PROPERTY

7.1 SELLER AGREES THAT BUYER WILL OWN ALL RIGHTS, TITLE AND INTEREST TO ALL PARTS OF THE DELIVERABLES CREATED, WHETHER INDEPENDENTLY BY SELLER OR SELLER'S PERSONNEL OR JOINTLY WITH BUYER'S EMPLOYEES, PURSUANT TO THIS PURCHASE ORDER, WHETHER OR NOT COMPLETED, INCLUDING WITHOUT LIMITATION ALL INTELLECTUAL PROPERTY RIGHTS THEREIN AND RELATED THERETO (THE "PROJECT TECHNOLOGY").

FOR THE PURPOSE OF THIS PURCHASE ORDER, INTELLECTUAL PROPERTY RIGHTS MEANS ANY LETTERS PATENT, PATENTED ARTICLES, PATENT APPLICATIONS, DESIGNS, INDUSTRIAL DESIGNS, COPYRIGHTS, SOFTWARE, SOURCE CODE, DATABASE RIGHTS, MORAL RIGHTS, INVENTIONS WHETHER OR NOT CAPABLE OF PROTECTION BY PATENT OR REGISTRATION, TECHNIQUES, TECHNICAL DATA, AND KNOW-HOW, WHETHER REGISTERED OR UNREGISTERED AND INCLUDING APPLICATIONS, REGISTRATIONS AND RENEWALS IN CONNECTION THEREUNDER FOR THE GRANT OF ANY SUCH ASSETS OR RIGHTS OF THE FOREGOING DESCRIPTIONS AND ALL RIGHTS OR FORMS OF PROTECTION HAVING EQUIVALENT OR SIMILAR EFFECT ANYWHERE IN THE WORLD. INTELLECTUAL PROPERTY SHALL EXCLUDE ALL BRANDS, TRADEMARKS, TRADE NAMES, SLOGANS AND LOGOS OF THE SELLER UNLESS SPECIFICALLY IDENTIFIED AS A DELIVERABLE PURSUANT TO THIS PURCHASE ORDER. SELLER, ON BEHALF OF ITSELF AND SELLER'S PERSONNEL, HEREBY GRANTS, ASSIGNS AND TRANSFERS, TO BUYER ALL RIGHTS, TITLE AND INTEREST TO ALL INTELLECTUAL PROPERTY RIGHTS,



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INCLUDING ANY "MORAL RIGHTS," IN SUCH PROJECT TECHNOLOGY, FREE AND CLEAR OF ANY AND ALL CLAIMS FOR ROYALTIES OR OTHER COMPENSATION, UNLESS OTHERWISE LIMITED BY LOCAL LAW. SELLER SHALL PROMPTLY DISCLOSE ALL INVENTIONS TO BUYER, EXECUTE SUCH DOCUMENTS AND DO SUCH OTHER ACTS AS MAY BE REASONABLY NECESSARY TO FURTHER EVIDENCE OR EFFECTUATE BUYER'S RIGHTS IN AND TO THE PROJECT TECHNOLOGY, AND SHALL CAUSE THE SELLER PERSONNEL TO DO SO. IF AND TO THE EXTENT THAT ANY MORAL RIGHTS CANNOT BE ASSIGNED TO BUYER, THEN SELLER WILL OBTAIN SUCH WAIVERS, RELEASES OR CONSENTS AS MAY BE NECESSARY OR APPROPRIATE TO ENSURE THAT BUYER'S USE, TRANSFER, LICENSE, EXPLOITATION AND ALIENATION OF THE PROJECT TECHNOLOGY WILL NOT INFRINGE OR MISAPPROPRIATE THE RIGHTS THAT CANNOT BE ASSIGNED.

7.2 INTELLECTUAL PROPERTY RIGHTS OWNED BY SELLER OR SELLER'S PERSONNEL OR AFFILIATES THAT WERE NOT CREATED AS A DIRECT CONSEQUENCE OF WORK CONTRACTED UNDER THIS PURCHASE ORDER OR ACCESS TO BUYER'S PROPRIETARY INFORMATION (SELLER'S INTELLECTUAL PROPERTY RIGHTS) REMAIN THE PROPERTY OF SELLER OR SELLER'S PERSONNEL OR AFFILIATES AND BUYER WILL ACQUIRE NO RIGHT OR INTEREST IN SUCH SELLER'S INTELLECTUAL PROPERTY RIGHTS, EXCEPT FOR THE LICENSE SET FORTH IN THE FOLLOWING SENTENCE. SELLER HEREBY GRANTS AND CAUSES SELLER'S PERSONNEL AND AFFILIATES TO GRANT TO BUYER, A NON-EXCLUSIVE, PERPETUAL, IRREVOCABLE, WORLDWIDE, ROYALTY-FREE, FULLY PAID-UP, LICENSE, WITH RIGHT TO SUBLICENSE, TO MAKE, HAVE MADE, USE, SELL, OFFER TO SELL, IMPORT, IMPROVE, COPY, DISTRIBUTE, REPRODUCE OR MODIFY, CREATE DERIVATIVE WORKS, PERFORM AND DISPLAY ALL SELLER'S INTELLECTUAL PROPERTY RIGHTS ONLY WHICH ARE EMBODIED IN THE DELIVERABLES OR OTHERWISE REQUIRED TO EXPLOIT THE DELIVERABLES PROVIDED HEREUNDER IN WHOLE OR IN PART, INCLUDING THE RIGHT TO MODIFY AND IMPROVE WITHOUT LIMITATION.



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7.3 SELLER WILL PROMPTLY PROVIDE, AND WILL ENSURE THAT SELLER'S PERSONNEL PROMPTLY PROVIDE, WHATEVER ASSISTANCE BUYER REASONABLY REQUIRES:

(A) NECESSARY TO VEST THE ENTIRE RIGHT, TITLE AND INTEREST IN ANY PROJECT TECHNOLOGY AND ANY INTELLECTUAL PROPERTY RIGHTS IN THE PROJECT TECHNOLOGY IN BUYER, IRRESPECTIVE OF THE COUNTRY, INCLUDING SIGNING ALL ASSIGNMENTS, TRANSFERS AND OTHER PAPERS; AND

(B) RELATING TO THE CONDUCT OF ANY CLAIM, DEMAND, INTERFERENCE, OPPOSITION, LITIGATION OR OTHER CONTROVERSY IN CONNECTION WITH THE TRANSFER OF ANY RIGHTS TO BUYER OF THE PROJECT TECHNOLOGY, PROVIDED THAT ALL EXPENSES INCIDENT TO THE FILING OF SUCH APPLICATIONS, THE PROSECUTION THEREOF AND THE CONDUCT OR HANDLING OF ANY CLAIM, DEMAND, INTERFERENCE, LITIGATION OR OTHER CONTROVERSY SHALL BE BORNE BY BUYER, PROVIDED SUCH EXPENSES ARE NOT CONSEQUENT UPON A BREACH BY THE SUPPLIER OF THIS AGREEMENT.

7.4 SELLER SHALL CLAIM/ACQUIRE ALL INVENTOR RIGHTS OF SELLER'S PERSONNEL REQUIRED UNDER LAW TO ENABLE IT TO GRANT BUYER THE RIGHTS IN ARTICLES 7.1 AND 7.2.

7.5 SELLER SHALL ASSUME FULL AND SOLE RESPONSIBILITY FOR COMPENSATING SELLER'S PERSONNEL FOR ASSIGNED WORK DONE UNDER THIS PURCHASE ORDER, INCLUDING WITHOUT LIMITATION THE REMUNERATION OF EMPLOYEES FOR INVENTIONS. SELLER SHALL INDEMNIFY BUYER FROM AND AGAINST ALL CLAIMS OF SELLER'S PERSONNEL FOR COMPENSATION FOR SUCH WORK UPON FIRST DEMAND AND SELLER SHALL BE EXCLUDED FROM ASSERTION OF ALL DEFENSES AND OBJECTIONS.

8. CONDUCT OF SELLER'S EMPLOYEES



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8.1 SELLER AND ITS APPROVED SUBCONTRACTORS SHALL EACH EXERCISE THEIR BEST EFFORTS TO FURNISH COMPETENT EMPLOYEES TO PERFORM THE SERVICES. WHEN ON BUYER'S PREMISES, SELLER AND SELLER'S PERSONNEL SHALL COMPLY WITH ALL OF BUYER'S REGULATIONS, POLICIES AND REASONABLE DIRECTION OR BUYER, IN ITS SOLE DISCRETION, SHALL HAVE THE RIGHT TO BAR SUCH PERSON FROM BUYER'S PREMISES OR REQUEST SELLER REMOVE HIM/HER.

8.2 CONTINUOUS IMPROVEMENT OF THE PRODUCTIVITY AND AVAILABILITY OF THE WORKFORCE ARE AS PRIMARY OBJECTIVES OF BUYER AND SELLER. TO ACCOMPLISH THESE OBJECTIVES, BUYER AND SELLER ACKNOWLEDGE THAT SPECIFIC ACTIONS MUST BE AGREED UPON AND UNDERTAKEN BY BOTH PARTIES TO STABILIZE AND TRAIN THE WORKFORCE. SELLER SHALL REPORT ON A QUARTERLY BASIS, THE STABILITY OF ITS WORKFORCE AND ITS PARTICIPATION IN TRAINING PROGRAMS. BUYER WILL MONITOR THESE REPORTS TO ENSURE COMPLIANCE WITH THE OBJECTIVES.

9. RIGHT TO AUDIT

SELLER HEREBY GRANTS TO BUYER ACCESS TO ALL PERTINENT RECORDS, CORRESPONDENCE, WRITINGS, ELECTRONIC FILES, DRAWINGS, AND RECEIPTS RELATED TO THE SERVICES PERFORMED BY SELLER UNDER THIS PURCHASE ORDER. SELLER FURTHER AGREES TO MAINTAIN SUCH RECORDS FOR A MINIMUM PERIOD OF THREE (3) YEARS AFTER FINAL PAYMENT, UNLESS LOCAL LAWS OTHERWISE REQUIRE A DIFFERENT RETENTION PERIOD FOR ANY PARTICULAR RECORDS. SELLER FURTHER AGREES TO COOPERATE FULLY WITH BUYER WITH ALL REASONABLE REQUESTS OF BUYER DURING AUDIT AND AGREES THAT SUCH AUDIT MAY BE USED AS A BASIS FOR SETTLEMENT OF DISPUTES WHICH MIGHT ARISE REGARDING PAYMENTS UNDER THIS PURCHASE ORDER.

10. SUBCONTRACTING



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SELLER AGREES NOT TO SUBCONTRACT ANY PORTION OF THE SERVICES WITHOUT THE PRIOR WRITTEN APPROVAL OF BUYER. IN THE EVENT OF SUCH APPROVAL, SELLER SHALL A) NOTIFY ANY APPROVED SUBCONTRACTOR OF SELLER'S OBLIGATIONS UNDER THIS PURCHASE ORDER, B) INCLUDE SIMILAR PROVISIONS IN THE SUBCONTRACT, AND C) SHALL DEMAND STRICT ADHERENCE TO THE PROVISIONS SET FORTH IN THIS PURCHASE ORDER.

NOTWITHSTANDING ANY APPROVAL, SELLER SHALL RETAIN FULL RESPONSIBILITY FOR THE PERFORMANCE OF SERVICES BY THE APPROVED SUBCONTRACTOR(S).

11. INDEPENDENT CONTRACTOR

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE SELLER'S PERSONNEL SHALL BE AND WILL REMAIN SELLER'S EMPLOYEES OR APPROVED SUBCONTRACTORS, AND UNDER NO CIRCUMSTANCES ARE THEY TO BE CONSIDERED BUYER'S EMPLOYEES OR AGENTS. SELLER ACKNOWLEDGES AND AGREES THAT THERE SHALL BE AN INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN SELLER AND BUYER AT ALL TIMES. SELLER SHALL PROVIDE THE SERVICES AT ITS OWN RISK AND ASSUME FULL RESPONSIBILITY FOR SUCH SERVICES. SELLER SHALL NOT USE BUSINESS PREMISES OF BUYER TO PERFORM THE SERVICES UNLESS OTHERWISE AGREED IN WRITING OR IN THE STATEMENT OF WORK.

12. ELECTRONIC COMMUNICATION

SELLER SHALL TAKE ACTION TO ELECTRONICALLY COMMUNICATE PURCHASING AND SUPPLY CHAIN TRANSACTIONS IN A SECURE (ENCRYPTED) MANNER, INCLUDING BUT NOT LIMITED TO RECEIVING BUYER'S RFQS, PURCHASE CONTRACTS AND PRODUCTION SCHEDULES, AS WELL AS SENDING ASNS, QUOTES AND PROPOSALS TO BUYERS.

PARAGRAPHS 2, 3, 4, 5, 6, 7 AND 20 ARE DELETED FROM THE GENERAL TERMS AND CONDITIONS.

(REVISED JANUARY 2011 - OLIMPIC CLAUSE ED)
SPECIAL PROVISIONS FOR GM CANADA



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(GM CANADA, CLAUSE CA)

SPECIAL PROVISIONS:

1) SPECIAL TERM (CANADA)-INSURANCE: (UPDATED :MAY 21,2013)

FOR PURPOSES OF THIS AGREEMENT, THE INSURANCE COVERAGES REQUIRED UNDER PARAGRAPH 17 (-INSURANCE-) OF THE GENERAL TERMS AND CONDITIONS ARE AS FOLLOWS: (A) WORKERS' COMPENSATION: STATUTORY LIMITS FOR THE PROVINCE(S) IN WHICH THIS CONTRACT IS TO BE PERFORMED (OR EVIDENCE OF AUTHORITY TO SELF INSURE); (B) COMMERCIAL GENERAL LIABILITY COVERING LIABILITY ARISING FROM PREMISES, OPERATIONS, INDEPENDENT CONTRACTORS, PRODUCTS/COMPLETED OPERATIONS, PERSONAL INJURY AND ADVERTISING INJURY, AND LIABILITY ASSUMED UNDER AN INSURED CONTRACT: \$5,000,000 EACH OCCURRENCE; AND (C) AUTOMOBILE LIABILITY (INCLUDING OWNED, NON-OWNED AND HIRED VEHICLES): \$5,000,000 EACH ACCIDENT. GM SHALL BE NAME AS AN ADDITIONALLY INSURED ON ALL GENERAL LIABILITY POLICIES. 3. HAZARDOUS MATERIAL AS OF OCTOBER 31, 1988 CANADA ENACTED THE WORKPLACE HAZARDOUS INFORMATION SYSTEM (WHMIS) WHICH IS A CANADA WIDE WORKERS RIGHT-TO-KNOW LEGISLATION. SINCE ALL SUPPLIERS INCLUDING THOSE FROM OUTSIDE CANADA MUST COMPLY, THE SELLER SHALL AGREE TO CLASSIFY AND LABEL ITS PRODUCTS ACCORDING TO THE WHMIS REGULATIONS AND PROVIDE COMPLETE AND CURRENT MATERIAL SAFETY DATA SHEETS (MSDS).

2) MISCELLANEOUS (OVERSHIPMENTS, SUPPLIER COMMUNICATION, SERVICE DESK)

OVERSHIPMENTS (CLAUSE C8-B)

SHIP EXACT QUANTITIES AS REQUESTED. OVERSHIPMENTS WILL BE RETURNED AT SELLER'S EXPENSE.

(CLAUSE C8 - LAST UPDATED NOV. 17TH, 2011)

SERVICE DESK (CLAUSE HU)

THE NEW REQUEST TO PAY SERVICE DESK FOR SUPPLIERS AND GM EMPLOYEES IS AVAILABLE MONDAY # FRIDAY 8A-5P EST AT 1-888-376-6115 US/CANADA OR 662-236-3768 MEXICO AND ON-LINE AT GMNAR2PHelp@GM.COM. THIS REQUEST TO PAY SERVICE DESK CAN ANSWER QUESTIONS RELATED TO INDIRECT PURCHASING AND ACCOUNTS PAYABLE INCLUDING PAYMENT AND DISBURSEMENT ISSUES.

CLAUSE HU LAST UPDATED (MARCH 29th, 2016)

GM-SUPPLIER COMMUNICATION VIA GM SUPPLY POWER (SP)

GM USES GM SUPPLY POWER TO COMMUNICATE INFORMATION AND REFERENCE MATERIAL TO ITS SUPPLY BASE CONCERNING IMPORTANT PROCESSES LIKE INVOICING, PAYMENT, SHIPPING ETC. PLEASE ENSURE THAT YOUR COMPANY AND LOCAL CONTACTS ARE REGISTERED TO FULLY BENEFIT FROM THAT INFORMATION. REFER TO BELOW LINK FOR REGISTRATION INSTRUCTIONS: [HTTPS://GMSUPPLYPOWER.COVISINT.COM/WEB/PORTAL/HELP_AND_TRAINING](https://gmsupplypower.covisint.com/web/portal/help_and_training) ONCE REGISTERED YOU CAN ACCESS SPECIFIC GM INDIRECT/MACHINERY&EQUIPMENT PURCHASING MATERIAL VIA THE SUPPLIER COMMUNICATION PORTLET / PROCESS UPDATES /INDIRECT/M&E. (CLAUSE SP, LAST UPDATED SEPTEMBER 16TH, 2011)

3) WORKERS' COMPENSATION

FOR WORK OR SERVICES PERFORMED ON BUYER'S PREMISES, WHENEVER REQUESTED BY BUYER, SELLER SHALL PROVIDE BUYER WITH EVIDENCE OF COMPLIANCE BY ITSELF AND ITS SUBCONTRACTORS WITH ALL THE REQUIREMENTS OF WORKERS' COMPENSATION LEGISLATION IN THE RELEVANT JURISDICTION INCLUDING PAYMENTS DUE THEREUNDER, BY SUBMITTING SUCH EVIDENCE TO THE BUYER.



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4) WITHHOLDING TAX

PAYMENTS TO NON RESIDENTS OF CANADA FOR SERVICES RENDERED IN CANADA ARE SUBJECT TO WITHHOLDING TAX AT THE RATE OF 15%. THIS WITHHOLDING TAX WILL BE DEDUCTED FROM EACH PAYMENT WITHIN 60 DAYS FOLLOWING THE CALENDAR YEAR IN WHICH THE AMOUNTS WERE WITHHELD. YOU WILL RECEIVE FROM OUR TAX DEPARTMENT A T4A-NR SLIP THAT WILL SHOW, IN CANADIAN FUNDS, THE TOTAL AMOUNT PAID BEFORE DEDUCTION OF THE WITHHOLDING TAX AND THE TOTAL TAX WITHHELD. ANY QUESTIONS OR ADDITIONAL INFORMATION ON HOW TO CLAIM BACK ANY TAX WITHHELD, PLEASE CONTACT THE CANADA REVENUE AGENCY (CRA), INTERNATIONAL TAX SERVICES OFFICE, 2204 WALKLEY RD, OTTAWA, ON K1A 1A8 OR CALL THEM AT 1-800-561-7761 EXT 9144. THEIR WEBSITE ADDRESS IS WWW.CRA-ARC-GC.CA

5) AFTER-SALES SERVICE

THE SELLER AGREES THAT, TO THE EXTENT REQUESTED BY THE BUYER, SELLER OR THIRD PARTY WILL PROVIDE, OR PROVIDE FOR THE DELIVERY OF, THE FOLLOWING SERVICES EITHER AS PART OF THE WARRANTY OR SERVICES PAID OR SPECIFICALLY AGREED UPON AS PART OF AND DESCRIBED IN THIS AGREEMENT OR AS PART OF A SEPARATE AGREEMENT NEGOTIATED NOW OR HEREAFTER BY THE PARTIES AFTER-SALES SERVICING INCLUDING, BUT NOT LIMITED TO, THE SETUP, INSTALLATION, MODIFICATION, CUSTOMIZATION REPAIR, MAINTENANCE AND TRAINING AS PART OF THE WARRANTY OR AS ADDITIONAL SERVICES PROVIDED AT A COST AS SET OUT IN THIS CONTRACT, OR AT A COST TO BE NEGOTIATED. IF NECESSARY, A SEPARATE SERVICE AGREEMENT OR PURCHASE ORDER MAY BE ENTERED INTO BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO ANY OF THE AFTER-SALES SERVICES TO THE GOODS PURCHASED BY THE BUYER UNDER THIS CONTRACT.

(LAST UPDATED: MAY 24TH, 2013)

6) EXPORT CONTROLS; SANCTIONS COMPLIANCE (CLAUSE E1)

SELLER AGREES TO COMPLY WITH ALL APPLICABLE EXPORT CONTROL AND SANCTIONS LAWS AND REGULATIONS OF THE UNITED STATES OF AMERICA, OF MEMBER STATES OF THE EUROPEAN UNION, AND ANY OTHER RELEVANT COUNTRY (THE "EXPORT CONTROL LAWS"). SELLER WILL NOT VIOLATE, AND WILL NOT CAUSE BUYER TO VIOLATE, ANY EXPORT CONTROL LAWS (E.G., BY TRANSSHIPPING GOODS THROUGH, OR SUPPLYING GOODS OR SERVICES FROM, SANCTIONED COUNTRIES OR REGIONS). LICENSES OR OTHER AUTHORIZATIONS REQUIRED FOR THE EXPORT OF GOODS OR SERVICES WILL BE THE RESPONSIBILITY OF SELLER UNLESS OTHERWISE INDICATED IN THIS CONTRACT, IN WHICH EVENT SELLER WILL PROVIDE SUCH INFORMATION AS MAY BE REQUESTED BY BUYER TO ENABLE BUYER TO OBTAIN SUCH LICENSES OR AUTHORIZATIONS.

(CLAUSE E1) LAST UPDATED APRIL 15TH, 2015

7) INVOICING GUIDELINES (CLAUSE IG)

1. REVIEW THE PURCHASE ORDER/RELEASE FOR ACCURACY.
2. ADDITIONS OR CHANGES MUST BE SUBMITTED IN WRITING. INVOICE ONLY AFTER YOU HAVE RECEIVED AN ALTERATION TO THE PURCHASE ORDER/RELEASE.
3. ALL INVOICES MUST CONTAIN EITHER A PURCHASE ORDER OR RELEASE NUMBER (BLANKET PURCHASE ORDER NUMBERS SHOULD NOT BE USED), OR THE INVOICE, WILL BE RETURNED. INVOICES SHOULD NOT BE SENT FOR ERS PURCHASE ORDERS (PO NUMBER PREFIX "E")
4. ALL INVOICES MUST BE DATED IN MM/DD/YYYY FORMAT AND ON OFFICIAL COMPANY LETTERHEAD.
5. INVOICE ONLY AFTER COMPLETED SERVICE/SHIPMENT



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6. ALL INVOICES MUST HAVE AN INDIVIDUAL INVOICE NUMBER UNIQUE TO THAT INVOICE.
7. INVOICE MUST MATCH THE ITEM SEQUENCE, QTY, ID./REF. #, DESCRIPTION, UNIT PRICE, UNIT OF MEASURE AS SHOWN ON THE RELEASE/PURCHASE ORDER. DO NOT INCLUDE PURCHASE ORDER QUANTITIES OR AMOUNTS ON INVOICE. INVOICE QUANTITIES, UNIT OF MEASURE, AND AMOUNTS MUST BE CONSISTENT WITH PURCHASE ORDERS OR THEY WILL BE REJECTED.
8. ALWAYS CHECK PURCHASE ORDER/RELEASE FOR SPECIAL INVOICING INSTRUCTIONS.
9. STATEMENTS MUST NOT BE SUBMITTED FOR PAYMENT.THEY ARE NOT CONSIDERED INVOICES AND ARE NOT THE BASIS FOR PAYMENT.
10. ONLY INVOICE ONE PURCHASE ORDER PER INVOICE.FOLLOWING THESE INSTRUCTIONS WILL ASSIST IN EXECUTING A SMOOTH PAYMENT PROCESS.

NOTICE

PAYMENT AND INVOICE STATUS INFORMATION CAN BE OBTAINED IN THE "AP-REPORTING (ESAP)" APPLICATION WITHIN GM SUPPLYPOWER. INVOICES MAY BE SUBMITTED THROUGH "AP-INVOICE SUBMISSION (ESAP)" GM SUPPLYPOWER APPLICATION.

GM PAYMENT QUESTIONS CALL REQUEST TO PAY SERVICE DESK ON 888.376.6115 OR EMAIL: GMNAR2PHELP@GM.COM - PURCHASE ORDER/RELEASE NUMBER WILL BE REQUIRED TO ASSIST YOU.
(CLAUSE IG, LAST UPDATED May 6th, 2016)

8)SHIPPING INSTRUCTIONS (CLAUSE 3Z)

A) CONTAINERIZATION LOGISTICS REQUESTS FOR GM CONTAINERS ORG.'S POS AND RELEASES ARE PROCESSED THROUGH CONTAINER SCHEDULING PORTAL (CSP). POS AND RELEASES TYPICALLY CONTAIN AN 8 DIGIT PROJECT ID AND/OR AHB/MAC CONTAINER DESCRIPTION. THE SUPPLIER IS RESPONSIBLE TO CONTACT THE GM REQUESTOR FOR SHIPPING INSTRUCTIONS FOR ALL CCA AND GM PLANT POS AND RELEASES.

B) ALL OTHER COMMODITIES

EFFECTIVE MARCH 1, 2016, WWW.GMSHIPPING.COM HAS BEEN DISCONTINUED AND A NEW THIRD PARTY PORTAL HAS BEEN ESTABLISHED TO COMMUNICATE SHIPPING INSTRUCTIONS. A NEW USER TO THE THIRD PARTY PORTAL MUST SEND THE FOLLOWING DETAILS: FULL NAME, PHONE, EMAIL AND THE COMPANY THEY WORK FOR, AND IF AVAILABLE, A GENERAL MOTORS LLC PURCHASE ORDER TO THE FOLLOWING EMAIL ADDRESS SUPPLIERID@GM.COM, AS PART OF A SCREENING PROCESS. ONCE ACCESS HAS BEEN GRANTED, THE USER WILL BE PROVIDED THEIR LOGIN CREDENTIALS AND THE URL LINK FOR ALL FURTHER THIRD PARTY PORTAL USE AND SHIPPING INSTRUCTIONS. NONCOMPLIANCE TO THE MOST CURRENT SHIPPING INSTRUCTIONS MAY RESULT IN FREIGHT CHARGES BEING DEBITED BACK TO THE SUPPLIER. THE USER IS RESPONSIBLE FOR REVIEWING THE THIRD PARTY PORTAL SITE FOR ALL PERIODIC UPDATES.

(CLAUSE 3Z - LAST UPDATE MARCH 29th, 2016)

(CLAUSE CA - LAST UPDATED May 6th, 2016)

Ship FedEx Express International Economy using GM's FedEx Account # 310593265; Bill Duties 3rd Party Account # 204849544. FedEx must be both the Carrier and the Custom Broker. GM Terms and Conditions apply.

Incorporated by reference are the following:



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Statement of Work titled: 'eBike Propulsion System, Production Development', updated date: 2/23/2016

Initialed by P. Gingl, 2/26/2016: RFQ Response; Additional Purchase Order Terms & Conditions for Engineering Design & Development (Jan 2011)

Amendment 1 incorporates by reference Statement of Work titled: 'eBike Propulsion System, Production Development with early prototype' updated date: 4/06/2016. This replaces Statement of Work titled: 'eBike Propulsion System, Production Development' updated date 2/23/2016.

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Amendment Reason: Per engineering and program team direction, updated quantity information required in order to move forward.

Taylor Brighi (445), 30Nov2017

Additional terms:

N/A

The following attachments are incorporated by reference:

N/A

TAB 2

Seller Contact:	
Name:	BIONX CANADA INC
Address:	455 MAGNA DR AURORA ON L4G 7A9 CA



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Issue Date: Sep. 22, 2017

Buyer:

General Motors of Canada Company
1908 Colonel Sam Drive
Oshawa ON L1H 8P7
CA

Seller:

BIONX CANADA INC
455 MAGNA DR
AURORA ON L4G 7A9
CA
DUNS: 243829467

Buyer Contact:

Name: taylor.brighi
Purchasing Group: 445
Tel: 586-533-7091
Fax: N/A
Email: taylor.brighi@gm.com

Seller Contact:

Name: BIONX CANADA INC
Address: 455 MAGNA DR
AURORA ON L4G 7A9
CA
Tel: 9057267830
Fax: N/A
Email: mwilletts@ridebionx.com

Upon the terms and conditions set forth in this Purchase Contract, Seller agrees to sell and Buyer agrees to purchase, the goods or services described below.

Purchase Contract Details

Purchase Contract Number: E4300557102
Effective Date: Sep. 22, 2017
Expiration Date: Sep. 21, 2019
Amendment: 0
Payment terms: 47 Days Average with Weekly Disbursements

Payment calculated from:

For Goods: On receipt of goods at buyers plant
For Services: On receipt of a valid Invoice

Currency: USD
Incoterms: DAP/Delivered at Place
Delivered at Place

Ship To:

Name: GM CL HQ
Address: 1908 Col Sam Drive
Oshawa ON L1H 8P7
CA
Tel: N/A
Fax: N/A
Email: N/A

Invoice Mailing Address

DO NOT SEND INVOICE - PAYMENT WILL BE BASED ON
GOODS RECEIPT

Requestor

Name: Christopher Gibson
Tel: +1 248 321
Email: chris.gibson@gm.com



Canada

General Motors of Canada Company

Purchase Contract - Spot Buy

Purchase Contract #: E4300557102

Amendment: 0

Currency: USD

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
00001	Dec. 31, 2018	N/A	Motor Assembly - Drive Unit, OPTA000002	8000.000	EA	775.50/1/EA	6,204,000.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: 24288312

Ship To:

Name: GM CL HQ

Address: 1908 Col Sam Drive Oshawa ON L1H 8P7 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
00002	Dec. 31, 2018	N/A	Charger Assembly	8000.000	EA	28.50/1/EA	228,000.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: 24288321

Ship To:

Name: GM CL HQ

Address: 1908 Col Sam Drive Oshawa ON L1H 8P7 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
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Amendment: 0

Currency: USD

00003	Dec. 31, 2018	N/A	Battery Assembly, OPTA000100	8000.000	EA	178.00/1/EA	1,424,000.00
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Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: 24288318

Ship To:

Name: GM CL HQ

Address: 1908 Col Sam Drive Oshawa ON L1H 8P7 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule

Total Value	7,856,000.00
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Delivery Schedule

Line Item #	Delivery Schedule	Buyer Material #	Qty	Unit of Measure	Delivery Date
00001	0001		8,000.000	EA	Dec. 31, 2018
00002	0001		8,000.000	EA	Dec. 31, 2018
00003	0001		8,000.000	EA	Dec. 31, 2018



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General Terms and Conditions

1. ACCEPTANCE:

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

2. SHIPPING, PAYMENT AND RIGHT TO AUDIT:

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds transfer. The payment date is set forth elsewhere in this Contract, or if not stated, shall be 47/weekly, which provides that payment shall be made on average in 47 days, with weekly disbursements, following receipt of the goods at Buyer's plant or, if directed by Buyer, receipt of a valid invoice. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this Contract. Seller grants to Buyer access to all pertinent information and materials, including, but not limited to, books, records, payroll data, receipts, correspondence parts, tools, fixtures, equipment and gages and other documents/materials of Seller, its affiliates, subsidiaries and subcontractors, for the purpose of auditing Seller's charges under this contract. Seller will preserve these documents/materials for a period of (3) three years after the final payment under this contract. Seller will segregate its records and otherwise cooperate with Buyer so as to facilitate the audit.

3. DELIVERY SCHEDULES:

Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Seller shall take action to electronically communicate purchasing and supply chain transactions in a secure (encrypted) manner, including but not limited to receiving Buyer's RFQs, purchase contracts and production schedules, as well as sending ASNs, quotes and proposals to Buyer. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. PREMIUM SHIPMENTS:

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

5. CHANGES:

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to (a) promptly make such changes, and (b) accept any subsequently issued contracts implementing 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



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detail as Buyer may direct. Any changes to this Contract shall be made in accordance with Paragraph 31.

6. SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION:

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

7. NONCONFORMING, REJECTED, OBSOLETE OR SURPLUS GOODS:

Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this Contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects. Any goods a) determined to be nonconforming by Seller (or its suppliers), b) rejected by Buyer as nonconforming, c) that become obsolete or surplus, will be rendered unusable prior to salvage or disposal by Seller (or its suppliers). Seller will ensure that nonconforming, rejected, obsolete or surplus goods are not sold as service or replacement parts to third parties. Seller agrees to institute appropriate controls with its suppliers to ensure compliance with this section.

8. FORCE MAJEURE; LABOR DISRUPTION INVENTORY:

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

9. WARRANTY:

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



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10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:

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

11. INSOLVENCY:

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

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

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

13. TERMINATION FOR CONVENIENCE:

In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 90 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.



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14. INTELLECTUAL PROPERTY:

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

15. TECHNICAL INFORMATION DISCLOSED TO BUYER:

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

16. INDEMNIFICATION:

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

17. INSURANCE:

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

18. SELLER'S PROPERTY:

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

19. BUYER'S PROPERTY:

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract; shall be deemed to be personalty; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with



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the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise.

20. SERVICE AND REPLACEMENT PARTS:

Seller will sell to Buyer goods necessary for it to fulfill its current model service and replacement parts requirements at the price(s) set forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15 year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 5 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

21. REMEDIES:

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

22. CUSTOMS; EXPORT CONTROLS:

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

23. SETOFF/RECOUPMENT:

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

24. NO ADVERTISING OR POSTING OF GM INFORMATION:

Seller shall not, without first obtaining the written consent of Buyer, in any manner a) advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, b) use any trademarks or trade names of Buyer in Seller's advertising or promotional materials, or c) use GM information in any form of electronic communication such as web sites (internal or external), blogs, or other types of



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postings.

25. COMPLIANCE WITH LAWS; EMPLOYMENT/BUSINESS PRACTICES:

Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. Seller agrees to comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and that neither it nor any of its subcontractors will directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority to obtain or retain any contract, business opportunity, or other benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance.

26. NO IMPLIED WAIVER:

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

27. NON-ASSIGNMENT:

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

28. RELATIONSHIP OF PARTIES:

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

29. GOVERNING LAW; JURISDICTION:

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

30. SEVERABILITY:

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

31. ENTIRE AGREEMENT:



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

Revised: January 2011

Special Terms and Conditions

SPECIAL PROVISIONS FOR GM CANADA
(GM CANADA, CLAUSE CA)

SPECIAL PROVISIONS:

1) SPECIAL TERM (CANADA)-INSURANCE: (UPDATED :MAY 21,2013)

FOR PURPOSES OF THIS AGREEMENT, THE INSURANCE COVERAGES REQUIRED UNDER PARAGRAPH 17 (-INSURANCE-) OF THE GENERAL TERMS AND CONDITIONS ARE AS FOLLOWS: (A) WORKERS' COMPENSATION: STATUTORY LIMITS FOR THE PROVINCE(S) IN WHICH THIS CONTRACT IS TO BE PERFORMED (OR EVIDENCE OF AUTHORITY TO SELF INSURE); (B) COMMERCIAL GENERAL LIABILITY COVERING LIABILITY ARISING FROM PREMISES, OPERATIONS, INDEPENDENT CONTRACTORS, PRODUCTS/COMPLETED OPERATIONS, PERSONAL INJURY AND ADVERTISING INJURY, AND LIABILITY ASSUMED UNDER AN INSURED CONTRACT: \$5,000,000 EACH OCCURRENCE; AND (C) AUTOMOBILE LIABILITY (INCLUDING OWNED, NON-OWNED AND HIRED VEHICLES): \$5,000,000 EACH ACCIDENT. GM SHALL BE NAME AS AN ADDITIONALLY INSURED ON ALL GENERAL LIABILITY POLICIES. 3. HAZARDOUS MATERIAL AS OF OCTOBER 31, 1988 CANADA ENACTED THE WORKPLACE HAZARDOUS INFORMATION SYSTEM (WHMIS) WHICH IS A CANADA WIDE WORKERS RIGHT-TO-KNOW LEGISLATION. SINCE ALL SUPPLIERS INCLUDING THOSE FROM OUTSIDE CANADA MUST COMPLY, THE SELLER SHALL AGREE TO CLASSIFY AND LABEL ITS PRODUCTS ACCORDING TO THE WHMIS REGULATIONS AND PROVIDE COMPLETE AND CURRENT MATERIAL SAFETY DATA SHEETS (MSDS).

2) MISCELLANEOUS (OVERSHIPMENTS, SUPPLIER COMMUNICATION, SERVICE DESK)

OVERSHIPMENTS (CLAUSE C8-B)

SHIP EXACT QUANTITIES AS REQUESTED. OVERSHIPMENTS WILL BE RETURNED AT SELLER'S EXPENSE.
(CLAUSE C8 - LAST UPDATED NOV. 17TH, 2011)

SERVICE DESK (CLAUSE HU)

THE NEW REQUEST TO PAY SERVICE DESK FOR SUPPLIERS AND GM EMPLOYEES IS AVAILABLE MONDAY # FRIDAY 8A-5P EST AT 1-888-376-6115 US/CANADA OR 662-236-3768 MEXICO AND ON-LINE AT GMNAR2PHELP@GM.COM. THIS REQUEST TO PAY SERVICE DESK CAN ANSWER QUESTIONS RELATED TO INDIRECT PURCHASING AND ACCOUNTS PAYABLE INCLUDING PAYMENT AND DISBURSEMENT ISSUES.

CLAUSE HU LAST UPDATED (MARCH 29th, 2016)

GM-SUPPLIER COMMUNICATION VIA GM SUPPLY POWER (SP)

GM USES GM SUPPLY POWER TO COMMUNICATE INFORMATION AND REFERENCE MATERIAL TO ITS SUPPLY BASE CONCERNING IMPORTANT PROCESSES LIKE INVOICING, PAYMENT, SHIPPING ETC. PLEASE ENSURE THAT YOUR COMPANY AND LOCAL CONTACTS ARE REGISTERED TO FULLY BENEFIT FROM THAT INFORMATION. REFER TO BELOW LINK FOR REGISTRATION INSTRUCTIONS: [HTTPS://GMSUPPLYPOWER.COVISINT.COM/WEB/PORTAL/HELP_AND_TRAINING](https://GMSUPPLYPOWER.COVISINT.COM/WEB/PORTAL/HELP_AND_TRAINING)



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Amendment: 0

ONCE REGISTERED YOU CAN ACCESS SPECIFIC GM INDIRECT/MACHINERY&EQUIPMENT PURCHASING MATERIAL VIA THE SUPPLIER COMMUNICATION PORTLET / PROCESS UPDATES /INDIRECT/M&E. (CLAUSE SP, LAST UPDATED SEPTEMBER 16TH, 2011)

3) WORKERS' COMPENSATION

FOR WORK OR SERVICES PERFORMED ON BUYER'S PREMISES, WHENEVER REQUESTED BY BUYER, SELLER SHALL PROVIDE BUYER WITH EVIDENCE OF COMPLIANCE BY ITSELF AND ITS SUBCONTRACTORS WITH ALL THE REQUIREMENTS OF WORKERS' COMPENSATION LEGISLATION IN THE RELEVANT JURISDICTION INCLUDING PAYMENTS DUE THEREUNDER, BY SUBMITTING SUCH EVIDENCE TO THE BUYER.

4) WITHHOLDING TAX

PAYMENTS TO NON RESIDENTS OF CANADA FOR SERVICES RENDERED IN CANADA ARE SUBJECT TO WITHHOLDING TAX AT THE RATE OF 15%. THIS WITHHOLDING TAX WILL BE DEDUCTED FROM EACH PAYMENT WITHIN 60 DAYS FOLLOWING THE CALENDAR YEAR IN WHICH THE AMOUNTS WERE WITHHELD. YOU WILL RECEIVE FROM OUR TAX DEPARTMENT A T4A-NR SLIP THAT WILL SHOW, IN CANADIAN FUNDS, THE TOTAL AMOUNT PAID BEFORE DEDUCTION OF THE WITHHOLDING TAX AND THE TOTAL TAX WITHHELD. ANY QUESTIONS OR ADDITIONAL INFORMATION ON HOW TO CLAIM BACK ANY TAX WITHHELD, PLEASE CONTACT THE CANADA REVENUE AGENCY (CRA), INTERNATIONAL TAX SERVICES OFFICE, 2204 WALKLEY RD, OTTAWA, ON K1A 1A8 OR CALL THEM AT 1-800-561-7761 EXT 9144. THEIR WEBSITE ADDRESS IS WWW.CRA-ARC-GC.CA

5) AFTER-SALES SERVICE

THE SELLER AGREES THAT, TO THE EXTENT REQUESTED BY THE BUYER, SELLER OR THIRD PARTY WILL PROVIDE, OR PROVIDE FOR THE DELIVERY OF, THE FOLLOWING SERVICES EITHER AS PART OF THE WARRANTY OR SERVICES PAID OR SPECIFICALLY AGREED UPON AS PART OF AND DESCRIBED IN THIS AGREEMENT OR AS PART OF A SEPARATE AGREEMENT NEGOTIATED NOW OR HEREAFTER BY THE PARTIES AFTER-SALES SERVICING INCLUDING, BUT NOT LIMITED TO, THE SETUP, INSTALLATION, MODIFICATION, CUSTOMIZATION REPAIR, MAINTENANCE AND TRAINING AS PART OF THE WARRANTY OR AS ADDITIONAL SERVICES PROVIDED AT A COST AS SET OUT IN THIS CONTRACT, OR AT A COST TO BE NEGOTIATED. IF NECESSARY, A SEPARATE SERVICE AGREEMENT OR PURCHASE ORDER MAY BE ENTERED INTO BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO ANY OF THE AFTER-SALES SERVICES TO THE GOODS PURCHASED BY THE BUYER UNDER THIS CONTRACT.

(LAST UPDATED: MAY 24TH, 2013)

6) EXPORT CONTROLS; SANCTIONS COMPLIANCE (CLAUSE E1)

SELLER AGREES TO COMPLY WITH ALL APPLICABLE EXPORT CONTROL AND SANCTIONS LAWS AND REGULATIONS OF THE UNITED STATES OF AMERICA, OF MEMBER STATES OF THE EUROPEAN UNION, AND ANY OTHER RELEVANT COUNTRY (THE "EXPORT CONTROL LAWS"). SELLER WILL NOT VIOLATE, AND WILL NOT CAUSE BUYER TO VIOLATE, ANY EXPORT CONTROL LAWS (E.G., BY TRANSSHIPPING GOODS THROUGH, OR SUPPLYING GOODS OR SERVICES FROM, SANCTIONED COUNTRIES OR REGIONS). LICENSES OR OTHER AUTHORIZATIONS REQUIRED FOR THE EXPORT OF GOODS OR SERVICES WILL BE THE RESPONSIBILITY OF SELLER UNLESS OTHERWISE INDICATED IN THIS CONTRACT, IN WHICH EVENT SELLER WILL PROVIDE SUCH INFORMATION AS MAY BE REQUESTED BY BUYER TO ENABLE BUYER TO OBTAIN SUCH LICENSES OR AUTHORIZATIONS.

(CLAUSE E1) LAST UPDATED APRIL 15TH, 2015

7) INVOICING GUIDELINES (CLAUSE IG)



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1. REVIEW THE PURCHASE ORDER/RELEASE FOR ACCURACY.
2. ADDITIONS OR CHANGES MUST BE SUBMITTED IN WRITING. INVOICE ONLY AFTER YOU HAVE RECEIVED AN ALTERATION TO THE PURCHASE ORDER/RELEASE.
3. ALL INVOICES MUST CONTAIN EITHER A PURCHASE ORDER OR RELEASE NUMBER (BLANKET PURCHASE ORDER NUMBERS SHOULD NOT BE USED), OR THE INVOICE, WILL BE RETURNED. INVOICES SHOULD NOT BE SENT FOR ERS PURCHASE ORDERS (PO NUMBER PREFIX "E")
4. ALL INVOICES MUST BE DATED IN MM/DD/YYYY FORMAT AND ON OFFICIAL COMPANY LETTERHEAD.
5. INVOICE ONLY AFTER COMPLETED SERVICE/SHIPMENT
6. ALL INVOICES MUST HAVE AN INDIVIDUAL INVOICE NUMBER UNIQUE TO THAT INVOICE.
7. INVOICE MUST MATCH THE ITEM SEQUENCE, QTY, ID./REF. #, DESCRIPTION, UNIT PRICE, UNIT OF MEASURE AS SHOWN ON THE RELEASE/PURCHASE ORDER. DO NOT INCLUDE PURCHASE ORDER QUANTITIES OR AMOUNTS ON INVOICE. INVOICE QUANTITIES, UNIT OF MEASURE, AND AMOUNTS MUST BE CONSISTENT WITH PURCHASE ORDERS OR THEY WILL BE REJECTED.
8. ALWAYS CHECK PURCHASE ORDER/RELEASE FOR SPECIAL INVOICING INSTRUCTIONS.
9. STATEMENTS MUST NOT BE SUBMITTED FOR PAYMENT.THEY ARE NOT CONSIDERED INVOICES AND ARE NOT THE BASIS FOR PAYMENT.
10. ONLY INVOICE ONE PURCHASE ORDER PER INVOICE.FOLLOWING THESE INSTRUCTIONS WILL ASSIST IN EXECUTING A SMOOTH PAYMENT PROCESS.

NOTICE

PAYMENT AND INVOICE STATUS INFORMATION CAN BE OBTAINED IN THE "AP-REPORTING (ESAP)" APPLICATION WITHIN GM SUPPLYPOWER. INVOICES MAY BE SUBMITTED THROUGH "AP-INVOICE SUBMISSION (ESAP)" GM SUPPLYPOWER APPLICATION.

GM PAYMENT QUESTIONS CALL REQUEST TO PAY SERVICE DESK ON 888.376.6115 OR EMAIL: GMNAR2PHELP@GM.COM - PURCHASE ORDER/RELEASE NUMBER WILL BE REQUIRED TO ASSIST YOU.
(CLAUSE IG, LAST UPDATED May 6th, 2016)

8)SHIPPING INSTRUCTIONS (CLAUSE 3Z)

A) CONTAINERIZATION LOGISTICS REQUESTS FOR GM CONTAINERS ORG.'S POS AND RELEASES ARE PROCESSED THROUGH CONTAINER SCHEDULING PORTAL (CSP). POS AND RELEASES TYPICALLY CONTAIN AN 8 DIGIT PROJECT ID AND/OR AHB/MAC CONTAINER DESCRIPTION. THE SUPPLIER IS RESPONSIBLE TO CONTACT THE GM REQUESTOR FOR SHIPPING INSTRUCTIONS FOR ALL CCA AND GM PLANT POS AND RELEASES.

B) ALL OTHER COMMODITIES

EFFECTIVE MARCH 1, 2016, WWW.GMSHIPPING.COM HAS BEEN DISCONTINUED AND A NEW THIRD PARTY PORTAL HAS BEEN ESTABLISHED TO COMMUNICATE SHIPPING INSTRUCTIONS. A NEW USER TO THE THIRD PARTY PORTAL MUST SEND THE FOLLOWING DETAILS: FULL NAME, PHONE, EMAIL AND THE COMPANY THEY WORK FOR, AND IF AVAILABLE, A GENERAL MOTORS LLC PURCHASE ORDER TO THE FOLLOWING EMAIL ADDRESS SUPPLIERID@GM.COM, AS PART OF A SCREENING PROCESS. ONCE ACCESS HAS BEEN GRANTED, THE USER WILL BE PROVIDED THEIR LOGIN CREDENTIALS AND THE URL LINK FOR ALL FURTHER THIRD PARTY PORTAL USE AND SHIPPING INSTRUCTIONS. NONCOMPLIANCE TO THE MOST CURRENT SHIPPING INSTRUCTIONS MAY RESULT IN FREIGHT CHARGES BEING DEBITED BACK TO THE SUPPLIER. THE USER IS RESPONSIBLE FOR REVIEWING THE THIRD PARTY PORTAL SITE FOR ALL PERIODIC UPDATES.

(CLAUSE 3Z - LAST UPDATE MARCH 29th, 2016)



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(CLAUSE CA - LAST UPDATED May 6th, 2016)

BionX E-Bike Contract Term Deviations.

The below terms shall replace and amend the indicated terms contained in Buyer's General Terms and Conditions (the "General Terms"). To the extent of any inconsistency, the below terms shall prevail over Buyer's General Terms and Conditions. The term "goods" used throughout the Contract shall refer to the complete propulsion system manufactured by Seller and its individual components. The term "vehicle" used throughout the Contract refers to the e-bike manufactured and assembled for Buyer.

Section 5 of the General Terms (Service) is replaced with the following:

5. SERVICE & WARRANTY SUPPORT

Seller is responsible for all areas of customer service and service deliverable support identified in the Statement of Requirements and pursuant to a process, submitted in writing, which shall be jointly developed by Seller and Buyer in good faith. Seller shall provide onsite manufacturing and assembly support at each point of regional assembly of the Buyer vehicle to ensure and test quality of the goods at point of delivery, proper calibration and installation, and address any calibration, quality or integration issues. The goods shall be calibrated for the region of the end customer point of sale.

Seller shall be solely responsible for (i) a customer care center open during reasonable business hours in North America and Europe with Asia and Australia support to be set-up at the appropriate time. (ii) responding to (within 24 hours of receipt) and resolving all end customer questions and complaints regarding the goods to the reasonable satisfaction of such end customer pursuant to guidelines outlined in the Statement of Requirements and reasonably acceptable to Buyer; (iii) all repairs and replacements of the goods required to address and resolve defaults in material and workmanship and breach of warranty claims involving the goods; and (iv) all recall actions relating to the goods. In addition, Seller shall work cooperatively with Buyer to assure that features satisfying service requirements are designed into the components within thirty days of issuance of this Contract.

Service parts and support shall be provided by the Seller for the Contract term and a period of 7 years following completion of Buyer vehicle production which utilize the goods. In addition to the obligations to provide customer service, repair and replacement to end customers as set forth above, Seller shall provide service parts to Buyer upon request. The cost of service goods shall be the same as set forth in the Contract. Seller shall provide a supply of service goods in each continental region the Vehicle is sold (at a place to be directed by Buyer) in the amount estimated to meet expected quality and warranty claims. In the event service goods are not on hand to address quality and warranty issues, Seller shall air ship such service goods, or ground ship in the case of the battery unit, in each case within two days of receipt of an end customer complaint or other issue report. Seller and Buyer shall work cooperatively in good faith to implement a training program for dealers and diagnostics.

Section 13 of the General Terms (Warranty) is replaced with the following:

13. WARRANTY

Seller warrants and guarantees that the goods will conform to all specifications, drawings, samples, descriptions and quality standards (i) furnished by Buyer, or (ii) furnished by Seller and approved by Buyer in writing, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use of the goods covered by this Contract and warrants and guarantees that such goods have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use and will be fit and sufficient for the particular purposes intended by Buyer. Unless otherwise set forth in this Contract, the duration of the warranty provided by Seller to Buyer for the goods will begin on the date of shipment of the goods and continue for three years from the date of sale of the Buyer Vehicle; provided that the above warranty for the battery pack shall continue through the date that is two years from the date of sale of the Buyer Vehicle.



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Section 18 of the General Terms (Customs and Origin) is replaced with the following:

18. CUSTOMS AND ORIGIN

Credits or benefits resulting or arising from this Contract, including trade credits, rebate credits, export credits or, the refund of duties, taxes or fees, will belong to Buyer. Seller will timely and accurately provide all information necessary (including written documentation and/or electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its import and export customs related obligations, origin marking or labeling requirements and local content origin requirements, if any.

Seller will undertake, in due time, such all necessary commercially reasonable arrangements or carry out all formalities to ensure the goods contained in this agreement are covered by any duty deferral or free trade zone program(s) of the country of import or secure eligibility for duty preferential treatment under any applicable trade agreement at the time the goods are imported. To the extent such goods are determined to not be eligible for duty preferential treatment after Buyer has filed a claim for such treatment, including determinations made after Buyer has filed a claim for such treatment, Seller will reimburse Buyer any customs duty or fees that are imposed. Seller and Buyer will cooperate with each other to enable each to more accurately determine its own duty liability and to minimize such liability to the extent legally permissible. Such cooperation includes, but is not limited to, the exchange of information necessary to establish the value of any prototypes or pre-production articles that either party moves across borders.

Seller will ensure compliance with the recommendations or requirements of all applicable Authorized Economic Operator (AEO), governmental security/anti-terrorism and enhanced border release programs (including, without limitation, the United States# Customs-Trade Partnership Against Terrorism (C-TPAT), Canada#s Partners in Protection initiative or Mexico#s Nuevo Esquema de Empresas Certificadas (NEEC) program). At request of Buyer or the appropriate Customs Authority, Seller will certify in writing its compliance with the foregoing.

Any shipping and importation of goods should only be handled under the Incoterm of Delivered at Place "DAP". To the extent a different Incoterm will be used (especially Delivery Duty Paid "DDP"), Vendor must notify and obtain permission from GM Customs before such Incoterm is used.

Dated 9/22/2017

Additional terms:

N/A

The following attachments are incorporated by reference:

N/A

TAB 3

Seller Contact:	
Name:	BIONX CANADA INC
Address:	455 MAGNA DR AURORA ON L4G 7A9 CA



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Issue Date: Sep. 26, 2017

Buyer:

General Motors of Canada Company
1908 Colonel Sam Drive
Oshawa ON L1H 8P7
CA

Seller:

BIONX CANADA INC
455 MAGNA DR
AURORA ON L4G 7A9
CA
DUNS: 243829467

Buyer Contact:

Name: taylor.brighi
Purchasing Group: 445
Tel: 586-533-7091
Fax: N/A
Email: taylor.brighi@gm.com

Seller Contact:

Name: BIONX CANADA INC
Address: 455 MAGNA DR
AURORA ON L4G 7A9
CA
Tel: 9057267830
Fax: N/A
Email: mwilletts@ridebionx.com

Upon the terms and conditions set forth in this Purchase Contract, Seller agrees to sell and Buyer agrees to purchase, the goods or services described below.

Purchase Contract Details

Purchase Contract Number: E4300554647
Effective Date: Sep. 26, 2017
Expiration Date: Sep. 18, 2019
Amendment: 0
Payment terms: 47 Days Average with Weekly Disbursements

Payment calculated from:

For Goods: On receipt of goods at buyers plant
For Services: On receipt of a valid Invoice

Currency: USD
Incoterms: FCA/Free Carrier
Free carrier

Ship To:
Name: GM CL HQ
Address: 1908 Col Sam Drive
Oshawa ON L1H 8P7
CA
Tel: N/A
Fax: N/A
Email: N/A

Invoice Mailing Address

DO NOT SEND INVOICE - PAYMENT WILL BE BASED ON
GOODS RECEIPT

Requestor

Name: Keith Badgley
Tel: +1 248508
Email: keith.badgley@gm.com



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Amendment: 0

Currency: USD

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
00001	Sep. 22, 2017	N/A	Motor Assembly - Drive Unit, OPTA000002	110.000	EA	6,500.00/1/EA	715,000.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: 24288312

Ship To:

Name: GM CL HQ

Address: 1908 Col Sam Drive Oshawa ON L1H 8P7 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
00002	Sep. 22, 2017	N/A	Charger Assembly	100.000	EA	30.00/1/EA	3,000.00

Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: 24288321

Ship To:

Name: GM CL HQ

Address: 1908 Col Sam Drive Oshawa ON L1H 8P7 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule

Item	Delivery Date	Buyer Material #	Short Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Total Item Value
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Currency: USD

00003	Sep. 22, 2017	N/A	Battery Assembly, OPTA000100	110.000	EA	350.00/1/EA	38,500.00
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Long Description: N/A

Manufacturer Name: N/A

Manufacturer Part Nr: 24288318

Ship To:

Name: GM CL HQ

Address: 1908 Col Sam Drive Oshawa ON L1H 8P7 CA

Tel: N/A

Fax: N/A

Email: N/A

Storage Location at Buyer's facility: N/A

Applicable Taxes: HST

See Attached Delivery Schedule

Total Value	756,500.00
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Amendment: 0

Delivery Schedule

Line Item #	Delivery Schedule	Buyer Material #	Qty	Unit of Measure	Delivery Date
00001	0001		110.000	EA	Sep. 22, 2017
00002	0001		100.000	EA	Sep. 22, 2017
00003	0001		110.000	EA	Sep. 22, 2017



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General Terms and Conditions

1. ACCEPTANCE:

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

2. SHIPPING, PAYMENT AND RIGHT TO AUDIT:

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to provide with each shipment packing slips with Buyer's contract and/or release number and date of shipment marked thereon; (e) to properly mark each package with a label/tag according to Buyer's instructions; (f) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carrier's requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees: (a) to accept payment based upon Buyer's Evaluated Receipt Record/Self Billed Invoice, unless an invoice is requested by Buyer; and (b) to accept payment by electronic funds transfer. The payment date is set forth elsewhere in this Contract, or if not stated, shall be 47/weekly, which provides that payment shall be made on average in 47 days, with weekly disbursements, following receipt of the goods at Buyer's plant or, if directed by Buyer, receipt of a valid invoice. Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this Contract. Seller grants to Buyer access to all pertinent information and materials, including, but not limited to, books, records, payroll data, receipts, correspondence parts, tools, fixtures, equipment and gages and other documents/materials of Seller, its affiliates, subsidiaries and subcontractors, for the purpose of auditing Seller's charges under this contract. Seller will preserve these documents/materials for a period of (3) three years after the final payment under this contract. Seller will segregate its records and otherwise cooperate with Buyer so as to facilitate the audit.

3. DELIVERY SCHEDULES:

Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's schedules. Seller shall take action to electronically communicate purchasing and supply chain transactions in a secure (encrypted) manner, including but not limited to receiving Buyer's RFQs, purchase contracts and production schedules, as well as sending ASNs, quotes and proposals to Buyer. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Where quantities and/or delivery schedules are not specified, Seller shall deliver goods in such quantities and times as Buyer may direct in subsequent releases.

4. PREMIUM SHIPMENTS:

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

5. CHANGES:

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to (a) promptly make such changes, and (b) accept any subsequently issued contracts implementing 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



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detail as Buyer may direct. Any changes to this Contract shall be made in accordance with Paragraph 31.

6. SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION:

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

7. NONCONFORMING, REJECTED, OBSOLETE OR SURPLUS GOODS:

Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this Contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new contract or schedule from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects. Any goods a) determined to be nonconforming by Seller (or its suppliers), b) rejected by Buyer as nonconforming, c) that become obsolete or surplus, will be rendered unusable prior to salvage or disposal by Seller (or its suppliers). Seller will ensure that nonconforming, rejected, obsolete or surplus goods are not sold as service or replacement parts to third parties. Seller agrees to institute appropriate controls with its suppliers to ensure compliance with this section.

8. FORCE MAJEURE; LABOR DISRUPTION INVENTORY:

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

9. WARRANTY:

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



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10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:

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

11. INSOLVENCY:

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

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

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

13. TERMINATION FOR CONVENIENCE:

In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery releases nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods or services that would be produced or performed by Seller under delivery or release schedules outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 90 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.



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14. INTELLECTUAL PROPERTY:

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

15. TECHNICAL INFORMATION DISCLOSED TO BUYER:

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

16. INDEMNIFICATION:

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

17. INSURANCE:

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

18. SELLER'S PROPERTY:

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

19. BUYER'S PROPERTY:

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract; shall be deemed to be personalty; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with



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the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise.

20. SERVICE AND REPLACEMENT PARTS:

Seller will sell to Buyer goods necessary for it to fulfill its current model service and replacement parts requirements at the price(s) set forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15 year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 5 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

21. REMEDIES:

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

22. CUSTOMS; EXPORT CONTROLS:

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

23. SETOFF/RECOUPMENT:

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

24. NO ADVERTISING OR POSTING OF GM INFORMATION:

Seller shall not, without first obtaining the written consent of Buyer, in any manner a) advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, b) use any trademarks or trade names of Buyer in Seller's advertising or promotional materials, or c) use GM information in any form of electronic communication such as web sites (internal or external), blogs, or other types of



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postings.

25. COMPLIANCE WITH LAWS; EMPLOYMENT/BUSINESS PRACTICES:

Seller, and any goods or services supplied by Seller, shall comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, but not limited to, those relating to environmental matters, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this contract. Seller agrees to comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and that neither it nor any of its subcontractors will directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority to obtain or retain any contract, business opportunity, or other benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer's request, Seller shall certify in writing its compliance with the foregoing. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorney's or other professional fees) arising from or relating to Seller's noncompliance.

26. NO IMPLIED WAIVER:

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

27. NON-ASSIGNMENT:

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

28. RELATIONSHIP OF PARTIES:

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

29. GOVERNING LAW; JURISDICTION:

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

30. SEVERABILITY:

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

31. ENTIRE AGREEMENT:



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

Revised: January 2011

Special Terms and Conditions

SPECIAL PROVISIONS FOR GM CANADA
(GM CANADA, CLAUSE CA)

SPECIAL PROVISIONS:

1) SPECIAL TERM (CANADA)-INSURANCE: (UPDATED :MAY 21,2013)

FOR PURPOSES OF THIS AGREEMENT, THE INSURANCE COVERAGES REQUIRED UNDER PARAGRAPH 17 (-INSURANCE-) OF THE GENERAL TERMS AND CONDITIONS ARE AS FOLLOWS: (A) WORKERS' COMPENSATION: STATUTORY LIMITS FOR THE PROVINCE(S) IN WHICH THIS CONTRACT IS TO BE PERFORMED (OR EVIDENCE OF AUTHORITY TO SELF INSURE); (B) COMMERCIAL GENERAL LIABILITY COVERING LIABILITY ARISING FROM PREMISES, OPERATIONS, INDEPENDENT CONTRACTORS, PRODUCTS/COMPLETED OPERATIONS, PERSONAL INJURY AND ADVERTISING INJURY, AND LIABILITY ASSUMED UNDER AN INSURED CONTRACT: \$5,000,000 EACH OCCURRENCE; AND (C) AUTOMOBILE LIABILITY (INCLUDING OWNED, NON-OWNED AND HIRED VEHICLES): \$5,000,000 EACH ACCIDENT. GM SHALL BE NAME AS AN ADDITIONALLY INSURED ON ALL GENERAL LIABILITY POLICIES. 3. HAZARDOUS MATERIAL AS OF OCTOBER 31, 1988 CANADA ENACTED THE WORKPLACE HAZARDOUS INFORMATION SYSTEM (WHMIS) WHICH IS A CANADA WIDE WORKERS RIGHT-TO-KNOW LEGISLATION. SINCE ALL SUPPLIERS INCLUDING THOSE FROM OUTSIDE CANADA MUST COMPLY, THE SELLER SHALL AGREE TO CLASSIFY AND LABEL ITS PRODUCTS ACCORDING TO THE WHMIS REGULATIONS AND PROVIDE COMPLETE AND CURRENT MATERIAL SAFETY DATA SHEETS (MSDS).

2) MISCELLANEOUS (OVERSHIPMENTS, SUPPLIER COMMUNICATION, SERVICE DESK)

OVERSHIPMENTS (CLAUSE C8-B)

SHIP EXACT QUANTITIES AS REQUESTED. OVERSHIPMENTS WILL BE RETURNED AT SELLER'S EXPENSE.
(CLAUSE C8 - LAST UPDATED NOV. 17TH, 2011)

SERVICE DESK (CLAUSE HU)

THE NEW REQUEST TO PAY SERVICE DESK FOR SUPPLIERS AND GM EMPLOYEES IS AVAILABLE MONDAY # FRIDAY 8A-5P EST AT 1-888-376-6115 US/CANADA OR 662-236-3768 MEXICO AND ON-LINE AT GMNAR2PHELP@GM.COM. THIS REQUEST TO PAY SERVICE DESK CAN ANSWER QUESTIONS RELATED TO INDIRECT PURCHASING AND ACCOUNTS PAYABLE INCLUDING PAYMENT AND DISBURSEMENT ISSUES.

CLAUSE HU LAST UPDATED (MARCH 29th, 2016)

GM-SUPPLIER COMMUNICATION VIA GM SUPPLY POWER (SP)

GM USES GM SUPPLY POWER TO COMMUNICATE INFORMATION AND REFERENCE MATERIAL TO ITS SUPPLY BASE CONCERNING IMPORTANT PROCESSES LIKE INVOICING, PAYMENT, SHIPPING ETC. PLEASE ENSURE THAT YOUR COMPANY AND LOCAL CONTACTS ARE REGISTERED TO FULLY BENEFIT FROM THAT INFORMATION. REFER TO BELOW LINK FOR REGISTRATION INSTRUCTIONS: [HTTPS://GMSUPPLYPOWER.COVISINT.COM/WEB/PORTAL/HELP_AND_TRAINING](https://gmsupplypower.covisint.com/web/portal/help_and_training)



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ONCE REGISTERED YOU CAN ACCESS SPECIFIC GM INDIRECT/MACHINERY&EQUIPMENT PURCHASING MATERIAL VIA THE SUPPLIER COMMUNICATION PORTLET / PROCESS UPDATES /INDIRECT/M&E. (CLAUSE SP, LAST UPDATED SEPTEMBER 16TH, 2011)

3) WORKERS' COMPENSATION

FOR WORK OR SERVICES PERFORMED ON BUYER'S PREMISES, WHENEVER REQUESTED BY BUYER, SELLER SHALL PROVIDE BUYER WITH EVIDENCE OF COMPLIANCE BY ITSELF AND ITS SUBCONTRACTORS WITH ALL THE REQUIREMENTS OF WORKERS' COMPENSATION LEGISLATION IN THE RELEVANT JURISDICTION INCLUDING PAYMENTS DUE THEREUNDER, BY SUBMITTING SUCH EVIDENCE TO THE BUYER.

4) WITHHOLDING TAX

PAYMENTS TO NON RESIDENTS OF CANADA FOR SERVICES RENDERED IN CANADA ARE SUBJECT TO WITHHOLDING TAX AT THE RATE OF 15%. THIS WITHHOLDING TAX WILL BE DEDUCTED FROM EACH PAYMENT WITHIN 60 DAYS FOLLOWING THE CALENDAR YEAR IN WHICH THE AMOUNTS WERE WITHHELD. YOU WILL RECEIVE FROM OUR TAX DEPARTMENT A T4A-NR SLIP THAT WILL SHOW, IN CANADIAN FUNDS, THE TOTAL AMOUNT PAID BEFORE DEDUCTION OF THE WITHHOLDING TAX AND THE TOTAL TAX WITHHELD. ANY QUESTIONS OR ADDITIONAL INFORMATION ON HOW TO CLAIM BACK ANY TAX WITHHELD, PLEASE CONTACT THE CANADA REVENUE AGENCY (CRA), INTERNATIONAL TAX SERVICES OFFICE, 2204 WALKLEY RD, OTTAWA, ON K1A 1A8 OR CALL THEM AT 1-800-561-7761 EXT 9144. THEIR WEBSITE ADDRESS IS WWW.CRA-ARC-GC.CA

5) AFTER-SALES SERVICE

THE SELLER AGREES THAT, TO THE EXTENT REQUESTED BY THE BUYER, SELLER OR THIRD PARTY WILL PROVIDE, OR PROVIDE FOR THE DELIVERY OF, THE FOLLOWING SERVICES EITHER AS PART OF THE WARRANTY OR SERVICES PAID OR SPECIFICALLY AGREED UPON AS PART OF AND DESCRIBED IN THIS AGREEMENT OR AS PART OF A SEPARATE AGREEMENT NEGOTIATED NOW OR HEREAFTER BY THE PARTIES AFTER-SALES SERVICING INCLUDING, BUT NOT LIMITED TO, THE SETUP, INSTALLATION, MODIFICATION, CUSTOMIZATION REPAIR, MAINTENANCE AND TRAINING AS PART OF THE WARRANTY OR AS ADDITIONAL SERVICES PROVIDED AT A COST AS SET OUT IN THIS CONTRACT, OR AT A COST TO BE NEGOTIATED. IF NECESSARY, A SEPARATE SERVICE AGREEMENT OR PURCHASE ORDER MAY BE ENTERED INTO BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO ANY OF THE AFTER-SALES SERVICES TO THE GOODS PURCHASED BY THE BUYER UNDER THIS CONTRACT.

(LAST UPDATED: MAY 24TH, 2013)

6) EXPORT CONTROLS; SANCTIONS COMPLIANCE (CLAUSE E1)

SELLER AGREES TO COMPLY WITH ALL APPLICABLE EXPORT CONTROL AND SANCTIONS LAWS AND REGULATIONS OF THE UNITED STATES OF AMERICA, OF MEMBER STATES OF THE EUROPEAN UNION, AND ANY OTHER RELEVANT COUNTRY (THE "EXPORT CONTROL LAWS"). SELLER WILL NOT VIOLATE, AND WILL NOT CAUSE BUYER TO VIOLATE, ANY EXPORT CONTROL LAWS (E.G., BY TRANSSHIPPING GOODS THROUGH, OR SUPPLYING GOODS OR SERVICES FROM, SANCTIONED COUNTRIES OR REGIONS). LICENSES OR OTHER AUTHORIZATIONS REQUIRED FOR THE EXPORT OF GOODS OR SERVICES WILL BE THE RESPONSIBILITY OF SELLER UNLESS OTHERWISE INDICATED IN THIS CONTRACT, IN WHICH EVENT SELLER WILL PROVIDE SUCH INFORMATION AS MAY BE REQUESTED BY BUYER TO ENABLE BUYER TO OBTAIN SUCH LICENSES OR AUTHORIZATIONS.

(CLAUSE E1) LAST UPDATED APRIL 15TH, 2015

7) INVOICING GUIDELINES (CLAUSE IG)



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1. REVIEW THE PURCHASE ORDER/RELEASE FOR ACCURACY.
2. ADDITIONS OR CHANGES MUST BE SUBMITTED IN WRITING. INVOICE ONLY AFTER YOU HAVE RECEIVED AN ALTERATION TO THE PURCHASE ORDER/RELEASE.
3. ALL INVOICES MUST CONTAIN EITHER A PURCHASE ORDER OR RELEASE NUMBER (BLANKET PURCHASE ORDER NUMBERS SHOULD NOT BE USED), OR THE INVOICE, WILL BE RETURNED. INVOICES SHOULD NOT BE SENT FOR ERS PURCHASE ORDERS (PO NUMBER PREFIX "E")
4. ALL INVOICES MUST BE DATED IN MM/DD/YYYY FORMAT AND ON OFFICIAL COMPANY LETTERHEAD.
5. INVOICE ONLY AFTER COMPLETED SERVICE/SHIPMENT
6. ALL INVOICES MUST HAVE AN INDIVIDUAL INVOICE NUMBER UNIQUE TO THAT INVOICE.
7. INVOICE MUST MATCH THE ITEM SEQUENCE, QTY, ID./REF. #, DESCRIPTION, UNIT PRICE, UNIT OF MEASURE AS SHOWN ON THE RELEASE/PURCHASE ORDER. DO NOT INCLUDE PURCHASE ORDER QUANTITIES OR AMOUNTS ON INVOICE. INVOICE QUANTITIES, UNIT OF MEASURE, AND AMOUNTS MUST BE CONSISTENT WITH PURCHASE ORDERS OR THEY WILL BE REJECTED.
8. ALWAYS CHECK PURCHASE ORDER/RELEASE FOR SPECIAL INVOICING INSTRUCTIONS.
9. STATEMENTS MUST NOT BE SUBMITTED FOR PAYMENT.THEY ARE NOT CONSIDERED INVOICES AND ARE NOT THE BASIS FOR PAYMENT.
10. ONLY INVOICE ONE PURCHASE ORDER PER INVOICE.FOLLOWING THESE INSTRUCTIONS WILL ASSIST IN EXECUTING A SMOOTH PAYMENT PROCESS.

NOTICE

PAYMENT AND INVOICE STATUS INFORMATION CAN BE OBTAINED IN THE "AP-REPORTING (ESAP)" APPLICATION WITHIN GM SUPPLYPOWER. INVOICES MAY BE SUBMITTED THROUGH "AP-INVOICE SUBMISSION (ESAP)" GM SUPPLYPOWER APPLICATION.

GM PAYMENT QUESTIONS CALL REQUEST TO PAY SERVICE DESK ON 888.376.6115 OR EMAIL: GMNAR2PHELP@GM.COM - PURCHASE ORDER/RELEASE NUMBER WILL BE REQUIRED TO ASSIST YOU.
(CLAUSE IG, LAST UPDATED May 6th, 2016)

8)SHIPPING INSTRUCTIONS (CLAUSE 3Z)

A) CONTAINERIZATION LOGISTICS REQUESTS FOR GM CONTAINERS ORG.'S POS AND RELEASES ARE PROCESSED THROUGH CONTAINER SCHEDULING PORTAL (CSP). POS AND RELEASES TYPICALLY CONTAIN AN 8 DIGIT PROJECT ID AND/OR AHB/MAC CONTAINER DESCRIPTION. THE SUPPLIER IS RESPONSIBLE TO CONTACT THE GM REQUESTOR FOR SHIPPING INSTRUCTIONS FOR ALL CCA AND GM PLANT POS AND RELEASES.

B) ALL OTHER COMMODITIES

EFFECTIVE MARCH 1, 2016, WWW.GMSHIPPING.COM HAS BEEN DISCONTINUED AND A NEW THIRD PARTY PORTAL HAS BEEN ESTABLISHED TO COMMUNICATE SHIPPING INSTRUCTIONS. A NEW USER TO THE THIRD PARTY PORTAL MUST SEND THE FOLLOWING DETAILS: FULL NAME, PHONE, EMAIL AND THE COMPANY THEY WORK FOR, AND IF AVAILABLE, A GENERAL MOTORS LLC PURCHASE ORDER TO THE FOLLOWING EMAIL ADDRESS SUPPLIERID@GM.COM, AS PART OF A SCREENING PROCESS. ONCE ACCESS HAS BEEN GRANTED, THE USER WILL BE PROVIDED THEIR LOGIN CREDENTIALS AND THE URL LINK FOR ALL FURTHER THIRD PARTY PORTAL USE AND SHIPPING INSTRUCTIONS. NONCOMPLIANCE TO THE MOST CURRENT SHIPPING INSTRUCTIONS MAY RESULT IN FREIGHT CHARGES BEING DEBITED BACK TO THE SUPPLIER. THE USER IS RESPONSIBLE FOR REVIEWING THE THIRD PARTY PORTAL SITE FOR ALL PERIODIC UPDATES.

(CLAUSE 3Z - LAST UPDATE MARCH 29th, 2016)



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(CLAUSE CA - LAST UPDATED May 6th, 2016)

Ship FedEx Express International Economy using GM's FedEx Account # 310593265; Bill Duties 3rd Party Account # 204849544. FedEx must be both the Carrier and the Custom Broker. GM Terms and Conditions apply.

Dated, 9/26/17

Additional terms:

N/A

The following attachments are incorporated by reference:

N/A

TAB 4

Seller Contact:	
Name:	BIONX CANADA INC
Address:	455 MAGNA DR AURORA ON L4G 7A9 CA



General Motors LLC

Purchase Contract - Spot Buy - Tooling

Issue Date: Oct- 17- 2017

Buyer:

General Motors LLC
300 Renaissance Center
Detroit MI 48265-3000
US

Seller:

BIONX CANADA INC
455 MAGNA DR
AURORA ON L4G 7A9
CA
DUNS: 243829467

Buyer Contact:

Name: taylor.brighi
Purchasing Group: 4DE
Tel: N/A
Fax: N/A
Email: taylor.brighi@gm.com

Seller Contact:

Name: BIONX CANADA INC
Address: 455 MAGNA DR
AURORA ON L4G 7A9
CA
Tel: 9057267830
Fax: N/A
Email: spatel@ridebionx.com

Upon the terms and conditions set forth in this Purchase Contract, Seller agrees to sell and Buyer agrees to purchase, the goods or services described below.

Purchase Contract Details

Purchase Contract Number: 4700021739
Effective Date: Oct- 17- 2017
Expiration Date: Oct- 17- 2020
Amendment: 0
Reference Part #: 24288312
Reference Part Description: MOTOR ASM-DRV

EWO
Request Type: INITIAL TOOL
Delivery Date: Jan- 15- 2018
Tool set Daily Capacity: 0000033
Hours Per Day: 8.0
Payment terms: 47 Days Average with Weekly
Payment calculated from: On Receipt of Valid Invoice
Legacy Po Ref #:
Progress payment: No

Invoice Mailing Address

GM Disbursements Services
Indirect Invoice Processing
PO Box 982268
El Paso, Texas 79998-2268
United States of America
Email: (Preferred) eSAP_AP_US@gm.com

Parent Equipment Number

1000850212



General Motors LLC

Purchase Contract - Spot Buy-Tooling

Purchase Contract #: 4700021739

Amendment: 0

Currency: USD

Item	Tool Material Number	Tool Description	Equipment Number	Service Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Tax Type Tax Rate	Tax Item Value	Total Item Value
00010	VT10701480	Other-Gear forming and fixtures	N/A	N/A	1.000	AU	4,000.00/1/AU	VAT 0%	0.00	4,000.00
00020	VT10701521	Other-Gear forming and fixtures	N/A	N/A	1.000	AU	4,000.00/1/AU	VAT 0%	0.00	4,000.00
00030	VT10701522	Other-Gear forming and fixtures	N/A	N/A	1.000	AU	7,000.00/1/AU	VAT 0%	0.00	7,000.00
00040	VT10701523	Hi Pressure Die Cast 1	N/A	N/A	1.000	AU	4,200.00/1/AU	VAT 0%	0.00	4,200.00
00050	VT10701524	Hi Pressure Die Cast 1	N/A	N/A	1.000	AU	7,600.00/1/AU	VAT 0%	0.00	7,600.00
00060	VT10701525	InjectionPlastic 1/3/4	N/A	N/A	1.000	AU	6,000.00/1/AU	VAT 0%	0.00	6,000.00
00070	VT10701526	Other-Tooling needed to manufacture cust	N/A	N/A	1.000	AU	130,000.00/1/AU	VAT 0%	0.00	130,000.00
00080	VT10701527	InjectionPlastic 1/3/1	N/A	N/A	1.000	AU	15,500.00/1/AU	VAT 0%	0.00	15,500.00
00090	VT10701528	Die Casting 1	N/A	N/A	1.000	AU	85,900.00/1/AU	VAT 0%	0.00	85,900.00
00100	VT10701529	InjectionPlastic 12/4/1	N/A	N/A	1.000	AU	12,500.00/1/AU	VAT 0%	0.00	12,500.00
00110	VT10701530	Forming 15x50	N/A	N/A	1.000	AU	3,500.00/1/AU	VAT 0%	0.00	3,500.00
00120	VT10701531	InjectionPlastic 1/2/1	N/A	N/A	1.000	AU	16,500.00/1/AU	VAT 0%	0.00	16,500.00
00130	VT10701532	Die Casting 1	N/A	N/A	1.000	AU	100,000.00/1/AU	VAT 0%	0.00	100,000.00
00140	VT10701533	Injection Rubber 1/1/1	N/A	N/A	1.000	AU	4,500.00/1/AU	VAT 0%	0.00	4,500.00
00150	VT10701534	Assembly J/F	N/A	N/A	1.000	AU	15,000.00/1/AU	VAT 0%	0.00	15,000.00



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Currency: USD

Item	Tool Material Number	Tool Description	Equipment Number	Service Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Tax Type Tax Rate	Tax Item Value	Total Item Value
00160	VT10701535	Assembly J/F	N/A	N/A	1.000	AU	2,500.00/1/A U	VAT 0%	0.00	2,500.00
00170	VT10701536	Assembly J/F	N/A	N/A	1.000	AU	10,000.00/1/A U	VAT 0%	0.00	10,000.00
00180	VT10701537	Assembly J/F	N/A	N/A	1.000	AU	10,000.00/1/A U	VAT 0%	0.00	10,000.00
00190	VT10701538	Assembly J/F	N/A	N/A	1.000	AU	5,000.00/1/A U	VAT 0%	0.00	5,000.00
00200	VT10701539	Assembly J/F	N/A	N/A	1.000	AU	5,000.00/1/A U	VAT 0%	0.00	5,000.00
00210	VT10701540	Assembly J/F	N/A	N/A	1.000	AU	7,500.00/1/A U	VAT 0%	0.00	7,500.00
00220	VT10701541	Assembly J/F	N/A	N/A	1.000	AU	10,000.00/1/A U	VAT 0%	0.00	10,000.00
00230	VT10701542	Assembly J/F	N/A	N/A	1.000	AU	20,000.00/1/A U	VAT 0%	0.00	20,000.00
00240	VT10701543	Assembly J/F	N/A	N/A	1.000	AU	7,500.00/1/A U	VAT 0%	0.00	7,500.00
00250	VT10701544	Assembly J/F	N/A	N/A	1.000	AU	10,000.00/1/A U	VAT 0%	0.00	10,000.00
00260	VT10701545	Assembly J/F	N/A	N/A	1.000	AU	15,000.00/1/A U	VAT 0%	0.00	15,000.00
00270	VT10701546	Assembly J/F	N/A	N/A	1.000	AU	5,000.00/1/A U	VAT 0%	0.00	5,000.00
00280	VT10701547	Assembly J/F	N/A	N/A	1.000	AU	15,000.00/1/A U	VAT 0%	0.00	15,000.00
00290	VT10701548	Assembly J/F	N/A	N/A	1.000	AU	10,000.00/1/A U	VAT 0%	0.00	10,000.00
00300	VT10701549	Assembly J/F	N/A	N/A	1.000	AU	15,000.00/1/A U	VAT 0%	0.00	15,000.00
00310	VT10701550	InjectionPlastic 1/1/0	N/A	N/A	1.000	AU	12,700.00/1/A U	VAT 0%	0.00	12,700.00
00320	VT10701551	Assembly J/F	N/A	N/A	1.000	AU	25,000.00/1/A U	VAT 0%	0.00	25,000.00
00330	VT10701552	Other-Custom EOL tester	N/A	N/A	1.000	AU	47,000.00/1/A U	VAT 0%	0.00	47,000.00



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Currency: USD

Item	Tool Material Number	Tool Description	Equipment Number	Service Description	Qty	Unit of Measure	Unit Price/Per/Unit of Measure	Tax Type Tax Rate	Tax Item Value	Total Item Value
00340	VT10701553	InjectionPlastic 1/1/1	N/A	N/A	1.000	AU	7,800.00/1/A U	VAT 0%	0.00	7,800.00
00350	VT10701554	InjectionPlastic 1/1/0	N/A	N/A	1.000	AU	12,000.00/1/A U	VAT 0%	0.00	12,000.00
00360	VT10701555	Forging Die	N/A	N/A	1.000	AU	21,000.00/1/A U	VAT 0%	0.00	21,000.00
00370	VT10701556	Other-Gear cutting	N/A	N/A	1.000	AU	3,250.00/1/A U	VAT 0%	0.00	3,250.00
00380	VT10701557	Other-Gear Cutting	N/A	N/A	1.000	AU	3,250.00/1/A U	VAT 0%	0.00	3,250.00
00390	VT10701558	Other-Gear Cutting	N/A	N/A	1.000	AU	6,500.00/1/A U	VAT 0%	0.00	6,500.00

Total Tax Amount	0.00
Total Value Exclusive of Tax	702,200.00



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Additional terms:

RFQ/EWO #:

Production Tooling PO: eBike

The Request for Quote (RFQ) associated with the original part is incorporated into this contract.

Program (s) for which Buyer is purchasing tool:

BionX has been awarded Battery Assembly, Drive Unit, and Charge Cord for the eBike program

Supplier contact:

BionX contact # Al Sasnowski

Telephone number: 1 (647) 237 - 1355

Supplier Quote Date:

Supplier Quote Letter Dated 10Oct2017, which is not incorporated but is referenced for administrative purposes only.

Reference old part number and new part number:

24288312

Suma S P for Taylor Brighi

10/17/2017

Total purchase price is equal to Total value Exclusive of Tax plus Total Tax Amount.

General Terms and Conditions

1. EFFECTIVENESS

As used herein, "Contract" means this document, including, without limitation, all terms, provisions, sub-parts, sections and attachments, along with any documents incorporated by reference herein. This Contract will be accepted by Seller and become effective immediately upon the first to occur of: (a) the date on which Seller provides written acceptance to Buyer (whether by electronic means or otherwise), or (b) Seller's commencement of any work under this Contract.

2. ENTIRE AGREEMENT; APPLICABILITY

This Contract sets forth the exclusive terms and conditions under which Seller will sell and Buyer will purchase the goods or services described herein for the period(s) specified in this Contract. Terms and conditions proposed by Seller that are different from or in addition to the provisions of this Contract are expressly rejected by Buyer and are not a part of this Contract, and Seller's acceptance is expressly limited to the terms of this Contract. This Contract constitutes the entire agreement between Seller and Buyer with respect to the matters contained herein and supersedes all prior or contemporaneous oral or written agreements, representations and/or communications. This Contract may be modified only by an amendment issued by Buyer.



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3. DELIVERY; SCHEDULING; ELECTRONIC DATA INTERCHANGE

Seller will comply, in all respects, with Buyer's delivery and logistics requirements, as amended or updated from time to time and as incorporated in this Contract by reference. Time is of the essence, and deliveries must be made both in quantities and at times specified in Buyer's delivery schedules. Seller will electronically communicate with Buyer in a secure (encrypted) manner and specifically utilizing electronic data interchange (EDI) with respect to all supply chain communications relating to this Contract, including, without limitation, receiving Buyer's production schedules and sending advance shipment notices to Buyer. Buyer will not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery schedules. Buyer may change the rate of scheduled shipments, the quantity of shipments or direct temporary suspension of scheduled shipments. Where quantities and/or delivery schedules are not specified, Seller will deliver goods in such quantities and times as Buyer may direct in subsequent delivery schedules. Further, if Seller's acts or omissions result in or are likely to result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller will be solely responsible for all costs and expenses associated with such expedited shipments.

4. SHIPPING; PACKAGING

Seller will comply, in all respects, with Buyer's shipping and packaging requirements as amended or updated from time to time and as incorporated in this Contract by reference. Unless otherwise provided in this Contract, any charges or costs relating to handling, packaging, storage or transportation of goods are borne by Seller and have been included in the piece price of the goods as set forth herein. Further, Seller will (a) properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and laws and regulations of the country of manufacture, the country of destination and any country in which the goods will be transported, including, without limitation, laws and regulations governing the handling and transportation of dangerous goods or hazardous materials; (b) route shipments in accordance with Buyer's instructions and the terms and conditions stated in this Contract; (c) provide with each shipment packing slips with Buyer's Contract and/or release number and date of shipment marked thereon; (d) promptly forward the original bill of lading or other shipping documents for each shipment in accordance with Buyer's instructions; and (e) include on bills of lading or other shipping documents the correct classification of the goods. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) must be sufficient to enable Buyer to easily identify the goods purchased.

5. SERVICE AND REPLACEMENT PARTS

Seller will sell to Buyer goods necessary for Buyer to fulfill its current model service and replacement parts requirements at the price(s) set forth in this Contract, adjusted only for differences in packaging and logistics costs, all as approved by Buyer. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15-year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 5 years of this period will be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods will be as agreed to by the parties.

6. NON-CONFORMING, REJECTED OR SURPLUS GOODS



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Buyer will not perform incoming inspections of the goods and Seller waives any requirement that Buyer conduct such inspections. Payment for nonconforming goods will not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects. Any goods (a) determined to be nonconforming by Seller (or its suppliers); (b) rejected by Buyer as nonconforming; or (c) that become obsolete or surplus, will be rendered unusable prior to salvage or disposal by Seller (or its suppliers). Seller will ensure that nonconforming, rejected, obsolete or surplus goods are not sold as service or replacement parts to third parties. Seller will institute appropriate controls with its suppliers to ensure compliance with this Section.

7. TRANSFER OF TITLE

Title to the goods will transfer to Buyer free and clear of any liens, claims, encumbrances, interests or other rights at the moment the risk of loss transfers from Seller to Buyer with respect to such goods in accordance with the Incoterm or alternative delivery term set forth in this Contract.

8. PROTECTION AGAINST LABOR DISRUPTIONS

Seller will, at Seller's expense, take such actions as are necessary or appropriate to ensure the uninterrupted supply of goods and services to Buyer for not less than 30 days during any foreseeable or anticipated labor disruption and/or the expiration of any of Seller's labor contracts. This Section shall not constitute a waiver of and is without prejudice to, any and all of Buyer's other rights and remedies under this Contract or applicable law, each of which are hereby reserved.

9. SELLER'S ASSURANCE OF PERFORMANCE

In the event that Buyer has reasonable grounds for insecurity with respect to Seller's continued performance under this Contract, Buyer may, in writing, demand adequate assurance of such performance from Seller. After receipt of such demand, Seller's failure, within a reasonable period of time under the circumstances (not to exceed 20 days), to provide assurances adequate under the circumstances will be deemed a breach of this Contract by Seller.

10. CHANGES

By written notice to Seller, Buyer may, from time to time, direct changes, or direct Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this Contract, including, without limitation, work with respect to such matters as inspection, testing or quality control, and Buyer and Seller will promptly discuss, reasonably and in good faith, any pricing adjustments (up or down) to be made in connection with such changes. Notwithstanding any such discussions, Seller will promptly implement such changes as directed by Buyer without delay. In the event that Buyer and Seller are unable to reach agreement on any pricing adjustments to be made in connection with such changes, any difference in price or time for performance resulting from such changes will be equitably adjusted by Buyer based on a fair cost assessment after receipt of documentation in such form and detail as Buyer may direct. Seller will accept any amendments issued by Buyer implementing such changes. Seller may, from time to time, propose changes to drawings and specifications of the goods or to the scope of the work covered by this Contract. If Buyer agrees, in its discretion, to implement such changes, the agreement between the parties with respect to such changes will be made in accordance with Section 2 (Entire Agreement, Applicability) above.



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Seller will not relocate the production, manufacture or assembly of the goods from the facilities approved by Buyer, or change the location from which the goods are shipped, without first following Buyer's relocation requirements and obtaining Buyer's advanced written consent.

11. SUBCONTRACTING

Seller will not subcontract any of its obligations under this Contract without the prior written consent of Buyer. Any such consent of Buyer will not release Seller from, or limit, any of Seller's obligations under this Contract. Seller warrants and guarantees that any such subcontractor's performance will satisfy all requirements applicable to Seller under this Contract.

12. QUALITY

Seller will comply, in all respects, and will cause its subcontractors and suppliers to comply, in all respects, with Buyer's quality requirements and procedures as amended or updated from time to time and as incorporated by reference in this Contract. Seller will promote continuous improvement in the quality of the goods and Seller's manufacturing and logistics processes.

13. PRODUCT WARRANTY; WARRANTY OF PERFORMANCE

Seller warrants and guarantees that the goods covered by this Contract will conform to all specifications, drawings, samples, descriptions and quality standards (i) furnished by Buyer, or (ii) furnished by Seller and approved by Buyer in writing, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use of the goods covered by this Contract and warrants and guarantees that such goods have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use and will be fit and sufficient for the particular purposes intended by Buyer. Unless otherwise set forth in this Contract, the duration of the warranty provided by Seller to Buyer for the goods will begin on the date of receipt of the goods by Buyer and end on the later of (a) the date of expiration of any warranty period provided under applicable law for the goods, (b) expiration of any warranty applicable to the goods provided by Buyer to Buyer's end customer for the vehicle into which the goods are incorporated, or (c) the expiration of any specific warranty period or performance standard provided in any document incorporated by reference into the Contract, including in Buyer's specifications or quality standards.

14. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS

Seller will promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients and materials incorporated in the goods; (b) the amount of such ingredients and materials; and (c) information concerning any changes in or additions to such ingredients and materials. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient advance warning and notice, in writing (including, without limitation, appropriate labels on the goods, containers and packing), of any dangerous goods or hazardous material that is an ingredient or a part of any shipment of goods, together with such special handling instructions as may be necessary to advise carriers, Buyer and their respective employees of how to exercise that measure of care and precaution that will comply with any applicable laws or regulations and best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer. Upon Buyer's request, Seller will certify to Buyer in writing the origin of any ingredients or materials in the goods. Seller will promptly provide, in writing, any



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information regarding the goods requested by Buyer so that Buyer may comply in a timely manner with reporting requirements under applicable law with respect to consumer protection, "conflict minerals" or similar materials or ingredients, if any.

15. AUDIT RIGHTS; INSPECTION OF SELLER'S PREMISES

Seller grants Buyer access to Seller's premises and books and records solely for the purpose of auditing Seller's compliance with the terms of this Contract (including, without limitation, charges under this Contract) or inspecting or conducting an inventory of finished goods, work-in-process, raw materials, any of Buyer's Property and all work or other items to be provided pursuant to this Contract located at Seller's premises. Seller will cooperate with Buyer so as to facilitate Buyer's audit, including, without limitation, by segregating and promptly producing such records as Buyer may reasonably request, and otherwise making records and other materials accessible to Buyer. Seller will preserve all records pertinent to this Contract, and Seller's performance under this Contract, for a period of not less than one year after Buyer's final payment to Seller under this Contract. Any such audit or inspection conducted by Buyer or its representatives will not constitute acceptance of any goods (whether in progress or finished), relieve Seller of any liability under this Contract or prejudice any rights or remedies available to Buyer.

16. WORK PERFORMED ON BUYER'S PREMISES

If Seller or its subcontractors perform any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller will indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including, without limitation, legal and other professional fees) for damages to the property of or injuries, including death, to Buyer or Seller, Buyer's or Seller's employees, subcontractors or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim or demand arising out of the sole negligence of Buyer.

17. PAYMENT; SETOFF AND RECOUPMENT

If Buyer requests an invoice from Seller or if this Contract requires Seller to invoice Buyer for the goods or services covered by this Contract, promptly after each shipment of goods or performance of services, Seller will issue a single invoice for such shipment or agreed performance milestone to Buyer at the address specified in this Contract. Each invoice must comply with applicable law, if any, and include the following information regarding the corresponding shipment of goods or performance of services: (a) amount due (in the currency specified in this Contract); (b) location of delivery or performance; (c) shipment or delivery information; (d) Contract number; (e) if applicable, purchase order number; (f) if applicable, the intra-EU VAT number; and (g) for goods, net weight of the goods. Buyer may reject any invoice that is inaccurate or does not conform to these requirements, and Seller will promptly reissue any such rejected invoice. Buyer's failure to reject an invoice does not constitute Buyer's acceptance of the invoice or the goods or services to which such invoice pertains.

Buyer will pay for the goods or services provided by Seller in accordance with the payment terms and in the currency specified elsewhere in this Contract. Payments may be made electronically (including, without limitation, by bank transfer or recorded bill of exchange, where applicable). Where Buyer has reasonable grounds to believe goods provided by Seller under this Contract may be subject to any liens, claims or encumbrances, Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, that such goods are free of any liens, claims and encumbrances.



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

18. CUSTOMS; ORIGIN

Credits or benefits resulting or arising from this Contract, including trade credits, export credits or the refund of duties, taxes or fees, will belong to Buyer. Seller will timely and accurately provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its import and, where required by this Contract, export customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Seller will undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import. Seller will ensure compliance with the recommendations or requirements of all applicable Authorized Economic Operator (AEO), governmental security/anti-terrorism and enhanced border release programs (including, without limitation, the United States Bureau of Customs and Border Protection's Customs-Trade Partnership Against Terrorism (C-TPAT), Canada Border Services Agency's Partners in Protection initiative and Administración General de Aduanas de Mexico's Nuevo Esquema Empresa Certificada (NEEC) program). At the request of Buyer or the appropriate Customs Authority, Seller will certify in writing its compliance with the foregoing.

19. TRANSACTIONAL TAX

Unless otherwise provided in this Contract, the prices set forth in this Contract will be exclusive of all transactional taxes, including any sales, use, excise, services, value added tax, goods and services tax, or similar tax, and these taxes should be separately identified by Seller in both Seller's quote and in this Contract even if the tax rate is zero. Buyer will not be responsible for any transactional taxes charged by the Seller that are not identified in this manner. Seller shall separately state all charges for transactional taxes on its invoices (or other such documents). Additionally, Seller shall provide Buyer with invoices in line with the applicable tax laws in its country to enable the Buyer to reclaim the transactional taxes and Seller will provide such documentation no later than when the payment to which the invoice relates is due from Buyer. Seller will be responsible for remitting the transactional tax to the applicable taxing authority except for those states or jurisdictions where Buyer has provided Seller with an appropriate exemption certificate. Seller will use reasonable efforts to apply for such exemptions where applicable. Seller will not charge Buyer for any transactional taxes charged by a subcontracting supplier if such tax is recoverable by Seller, or if not recoverable, it would have been, had the transaction been structured through other entities (either the Seller's or the Buyer's affiliated companies). If transactional taxes are not recoverable by Seller, Seller agrees to provide detailed billing, customs or other documents as requested, which set out the transactional taxes paid or payable to any of the Buyer's subcontracting supplier or to a taxing authority.

20. INSOLVENCY

Buyer may immediately terminate this Contract without liability to Seller in any one or more of the following or other comparable events: (a) insolvency of Seller (including, without limitation, a circumstance in which Seller's liabilities exceed its assets or Seller is unable to pay its debts as they come due); (b) appointment of a receiver, trustee or administrator over Seller or its assets; or (c) execution of an assignment for the benefit of creditors by Seller,



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provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller will inform Buyer immediately should any of these events occur or Seller becomes aware of events or circumstances likely to give rise to any such events. Seller will reimburse Buyer for all costs and expenses incurred by Buyer in connection with any of these events (regardless of whether Buyer exercises its termination rights with respect thereto, including, without limitation, all legal or other professional fees).

21. SELLER'S PROPERTY

Unless otherwise agreed to by Buyer, Seller, at its expense, will furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary for the production of the goods. Seller will insure Seller's Property with coverage for all losses for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is used exclusively for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items, but less any amounts otherwise owing to Buyer by Seller; provided, however, that this option will not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others, and this option may only be exercised in connection with a termination of this Contract under Section 33 (Termination for Cause) below or Section 20 (Insolvency) above.

22. BUYER'S PROPERTY

All supplies, materials, prototype and production tools, jigs, dies, gauges, fixtures, molds, patterns, equipment, related software and other items (together with any accessions, appurtenances, modifications, repairs, refurbishments and replacements thereof) furnished by Buyer, either directly or indirectly, to Seller to perform this Contract, or for which Seller has been paid (other than through piece price amortization) by Buyer ("Buyer's Property"), will be and remain the property of Buyer, and all right, title and interest in Buyer's Property will remain with Buyer, subject only to the limited right of possession granted to Seller under this Section. Buyer will, at any time, have the right to immediate possession of Buyer's Property, on Buyer's demand. If title in any Buyer's Property has not otherwise passed to Buyer, title will pass to Buyer immediately upon completion of Buyer's production part approval process (PPAP) for such property or the date Buyer first makes any payment to Seller relating to such property, whichever comes first. Seller will bear all risk of loss of and damage to Buyer's Property. Buyer's Property will at all times be properly housed and maintained by Seller, at its expense, will not be used by Seller for any purpose other than the performance of this Contract; will be deemed to be personalty; will be conspicuously marked by Seller as the property of Buyer; will not be commingled with the property of Seller or with that of a third person; and will not be moved from Seller's premises without Buyer's prior written approval. Buyer and its designees will have the right to enter Seller's premises at all reasonable times to inspect Buyer's Property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property will be immediately released to Buyer or delivered to Buyer by Seller, either (i) FCA transport equipment at Seller's plant (Incoterms 2010), properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer will pay to Seller the reasonable costs of delivering such property to such location. To the fullest extent permitted by law, Seller waives any liens, claims, encumbrances, interests or other rights that Seller might otherwise have or assert on or with respect to any of Buyer's Property for work performed on such property or otherwise. To the extent any Intellectual Property Rights owned by or licensed to Seller is embodied in, or is otherwise necessary for the intended use of, any Buyer's Property, Seller hereby grants to Buyer a fully paid, irrevocable, non-exclusive, worldwide, perpetual to the maximum extent



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permitted by law, royalty-free license, with the right to grant sublicenses as necessary for any use of Buyer's Property, to use such Intellectual Property Rights.

23. INTELLECTUAL PROPERTY RIGHTS

(a) APPLICABILITY

This Section will apply where the Parties have not entered into a separate written agreement signed by their respective authorized representatives prior to or contemporaneous with the effective date of this Contract with respect to the Parties' Intellectual Property Rights (defined below) that expressly prevails over this Contract.

(b) DEFINITIONS

"Intellectual Property Rights" means any patent, patented articles, patent applications, designs, industrial designs, copyrights, software, source code, database rights, moral rights, inventions whether or not capable of protection by patent or registration, techniques, technical data, trade secrets, know-how, and any other proprietary right, whether registered or unregistered, including applications and registrations thereof, all related and continuing rights, and all similar or equivalent forms of protection anywhere in the world. Intellectual Property Rights excludes all brands, trademarks, trade names, slogans and logos of Seller and Buyer unless specifically identified as a deliverable or work product of Seller pursuant to this Contract.

"Background Intellectual Property Rights" means any Intellectual Property Rights of either Buyer or Seller relating to the goods or services contracted (i) existing prior to the effective date of this Contract or prior to the date Buyer and Seller began any technical cooperation relating to the goods or services contracted, whichever is earlier, or (ii) that each party acquires or develops after these dates but in a strictly independent manner and entirely outside of any work conducted under this Contract.

"Foreground Intellectual Property Rights" means any Intellectual Property Rights, except Background Intellectual Property Rights, (i) that are developed in whole or in part by Buyer alone, by Buyer and Seller jointly or by Seller alone, in connection with this Contract or (ii) relating to the goods or services contracted.

(c) FOREGROUND INTELLECTUAL PROPERTY RIGHTS

Buyer and Seller will each retain ownership of any Foreground Intellectual Property Rights that are solely created or made by their respective employees, agents or subcontractors ("Personnel"). Buyer and Seller will jointly own any Foreground Intellectual Property Rights that are jointly created or made by Personnel of both Buyer and Seller with the ability to grant licenses without consultation and no duty of accounting to each other for any use or purpose. For clarity, unless an express written period of exclusivity has been promised to Buyer, Foreground Intellectual Property Rights owned or controlled by Seller may be immediately exploited by Seller in connection with its business with its other customers and will not be exclusive to Seller's performance of this Contract. Seller hereby grants to Buyer and causes its affiliates and Personnel to grant to Buyer, an irrevocable, worldwide, nonexclusive, perpetual to the maximum extent permitted by law, royalty free, fully paid-up license, with right to sublicense, to all Foreground Intellectual Property Rights to make, have made, use, reproduce, modify, improve, prepare derivative works of, distribute, display, perform, offer to



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sell, sell and import, without limitation.

(d) BACKGROUND INTELLECTUAL PROPERTY RIGHTS

Buyer and Seller will each retain ownership of their respective Background Intellectual Property Rights.

Seller hereby grants to Buyer and causes its affiliates and Personnel to grant to Buyer, an irrevocable, worldwide, nonexclusive, royalty free, fully paid-up license, with right to sublicense to Buyer's affiliates, to all Background Intellectual Property Rights to make, have made, use, reproduce, modify, improve, prepare derivative works of, distribute, display, perform, offer to sell, sell and import the goods or services that are the subject of this Contract (the "Limited License"), provided that Buyer or its affiliates will only use this Limited License in the event that (i) Seller breaches or repudiates its obligations by being unable or unwilling to deliver goods or services under this Contract, or (ii) in the event Seller is unable to supply goods or services under this Contract as a result of a force majeure event, but in such event only for the duration of Seller's inability to supply. In no event will the term of the Limited License extend beyond the expiration date of this Contract.

(e) COPYRIGHTS

To the extent that this Contract is issued for the creation of copyrightable works, the works will be considered "works made for hire" for Buyer except to the extent that the works do not qualify as "works made for hire" for Buyer in which case Seller hereby assigns to Buyer all right, title and interest in all copyrights and if lawfully permitted waives all moral rights therein.

(f) RIGHT TO REPAIR

For the avoidance of doubt, Buyer Group, its dealers, its customers, and its subcontractors have the right to repair, reconstruct, remanufacture, reflash, or rebuild the specific goods delivered under this Contract without payment of any royalty to Seller.

(g) MISCELLANEOUS

Goods manufactured based on Buyer's drawings, designs, and/or specifications as well as any software code or models provided by Buyer may not be used for Seller's own use or sold to third parties without Buyer's express written authorization.

Nothing in this Contract is an admission by Buyer of the validity of any Intellectual Property Rights claimed by Seller, including an admission that any license is required by Buyer to manufacture the goods or continue the services contracted. Seller will claim and acquire all rights and waivers of Seller's personnel required to enable Seller to grant Buyer the rights and licenses in this Contract. Seller assumes full and sole responsibility for compensating Seller's personnel for such rights and waivers, including the remuneration of employees.

Seller, on behalf of itself and Buyer Group and its dealers and customers will comply with all obligations with respect to software that forms any part of the goods or services contracted, including obligations under any licenses.



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24. INTELLECTUAL PROPERTY INDEMNIFICATION

Seller will investigate, defend, hold harmless and indemnify Buyer, its successors, its affiliates (collectively "Buyer Group") and its dealers and customers against any actual or alleged claims of infringement or other assertions of proprietary rights violations (including patent, trademark, copyright, industrial design right, or other proprietary right, misuse, or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services (collectively "IP claims"). Seller expressly waives any claim against Buyer Group that any such IP Claims arose out of compliance with Buyer Group's or its dealers' or customers' specification or direction.

25. REMEDIES; INDEMNITY

The rights and remedies reserved to Buyer in this Contract are cumulative with, and additional to, all other rights and remedies of Buyer under applicable law or in equity. Without limiting the foregoing, in the event that any goods fail to conform to the warranties set forth in this Contract or the product specifications incorporated by reference in this Contract, or if Seller otherwise breaches any of its obligations under this Contract, Buyer will be entitled to recover from Seller any and all damages, including, without limitation, any direct, indirect, incidental and consequential damages and all legal and other professional fees and costs incurred by Buyer as a result of such breach or failure, including, without limitation, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, testing, repairing or replacing nonconforming goods or nonconforming deliveries; (b) resulting from production interruptions; (c) in conducting recall campaigns or other corrective service actions; or (d) resulting from personal injury, including death, or property damage. If requested by Buyer, Seller will enter into a separate agreement for the administration and processing of warranty chargebacks for nonconforming goods.

Seller will indemnify, defend and hold harmless Buyer Group against any liability, claim, demand and expense (including, without limitation, legal and other professional fees) arising from or relating to any failure of Seller to fully perform any of its obligations under this Contract.

26. SPECIFIC PERFORMANCE

Seller acknowledges and agrees that money damages will not be a sufficient remedy for any actual or threatened breach of this Contract by Seller and that, in addition to all other rights and remedies that Buyer may have, Buyer will be entitled to specific performance and temporary, preliminary and permanent injunctive relief in connection with any action to enforce this Contract, without any requirement of a bond or other security to be provided by Buyer.

27. FORCE MAJEURE

Any delay or failure of either party to perform its obligations under this Contract will be excused to the extent that Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this Contract, directly as the result of an event or occurrence beyond the reasonable control of such party, without such party's fault or negligence (a "force majeure event"), including, if applicable, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars and sabotage; provided that written notice of such force majeure event (including the anticipated duration of the delay) must be given



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by the affected party to the other party as soon as possible (but in no event more than 10 days after the force majeure event occurs).

During any force majeure event affecting Seller's performance, Buyer may, at its option, purchase goods or services from other sources and reduce its delivery schedules to Seller by such quantities, without liability to Seller, or require Seller to provide goods or services from other sources in quantities and at times requested by Buyer at the price set forth in this Contract.

Seller will use all diligent efforts to ensure that the effects of any force majeure event are minimized and, as promptly as possible, resume full performance under this Contract. If requested by Buyer in writing, Seller will, within 5 days after Buyer's request, provide adequate assurances that the delay in Seller's performance resulting from such event will not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide such adequate assurances, Buyer may immediately terminate this Contract without liability to Seller.

28. INSURANCE

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

29. TECHNICAL INFORMATION

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical or other information that Seller has disclosed or may hereafter disclose to Buyer or its affiliates in connection with this Contract or the goods or services contracted. Any technical or other information provided by Seller to Buyer or its affiliates will not be subject to confidentiality or nondisclosure obligations unless the parties have entered into a separate written confidentiality and nondisclosure agreement signed by their respective authorized representatives prior to the effective date of this Contract.

30. CONFIDENTIALITY; NO ADVERTISING

Seller will maintain the confidentiality of any information provided by Buyer or its representatives, and any materials or information that contain, or are based on, any such information. Seller may only use such information in connection with its performance under this Contract and will not provide such information to any third party (including, without limitation, Seller's subcontractors) without Buyer's advance written consent.

Seller will not, without first obtaining the written consent of Buyer, in any manner (a) advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this Contract; (b) use Buyer's trademarks, trade names or confidential information in Seller's advertising or promotional materials; or (c) use Buyer's trademarks, trade names or confidential information in any form of electronic communication such as web sites (internal or external), blogs or other types of postings.



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31. COMPLIANCE WITH LAWS

Seller, and any goods or services supplied by Seller, will comply with all applicable laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labeling, transportation, importation, exportation, licensing, approval or certification of the goods or services, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and motor vehicle safety. Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of goods or provision of services under this Contract. Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. At Buyer's request, Seller will certify in writing its compliance with the foregoing. Seller will indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including, without limitation, legal or other professional fees) arising from or relating to Seller's noncompliance.

32. EXPORT CONTROLS; SANCTIONS COMPLIANCE

Seller agrees to comply with all applicable export control and sanctions laws and regulations of the United States of America, of member States of the European Union, and any other relevant country (the "Export Control Laws"). Seller will not violate, and will not cause Buyer to violate, any Export Control Laws (e.g. by transshipping goods through, or supplying goods or services from, sanctioned countries). Licenses or other authorizations required for the export of goods or services will be the responsibility of Seller unless otherwise indicated in this Contract, in which event Seller will provide such information as may be requested by Buyer to enable Buyer to obtain such licenses or authorizations.

33. TERMINATION FOR CAUSE

Buyer may terminate all or any part of this Contract, without liability to Seller, if Seller (a) breaches any term of this Contract (including, without limitation, Seller's warranties); (b) states its intention not to perform or otherwise rejects its obligations under this Contract; or (c) fails to make progress in performance so as to endanger timely and proper completion of services or delivery of goods under this Contract; provided, however, that if any failure or breach under the foregoing (a) through (c) is curable, Buyer will provide Seller an opportunity to cure within a commercially reasonable period of time under the circumstances, in no case exceeding 10 days after Buyer provides notice of the failure or breach to Seller. In addition, Buyer may terminate this Contract upon giving at least 60 days' notice to Seller, without liability to Seller, if a direct or indirect change in control or ownership of Seller occurs without Buyer's prior written consent.

34. TERMINATION FOR CONVENIENCE



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In addition to any other rights of Buyer to terminate this Contract, Buyer may, at its option, terminate all or any part of this Contract before the expiration date set forth in this Contract, at any time and for any reason, by giving written notice to Seller. In the event Buyer exercises its right to terminate for convenience under this Section, Buyer will pay to Seller only the following amounts, without duplication: (a) the contract price for all goods and services that have been completed in accordance with this Contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this Contract, to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this Contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent and the cost of any damaged or destroyed goods or material. Seller will promptly make available for delivery to Buyer, as specified by Buyer, any goods completed but not delivered as of the time of Buyer's termination hereunder. Any request for payment submitted to Buyer under this Section must include sufficient supporting data to permit an audit by Buyer, including, without limitation, such supplemental and supporting information as Buyer may request. Any request for payment under this Section must be in writing and include, without limitation, a statement setting forth the contract price for the goods or services, invoices reflecting the actual cost of work-in-process and raw materials, the basis for the allocation of such costs to the terminated portion of this Contract, and any other supporting documentation reasonably requested by Buyer. Any amount otherwise due to Seller pursuant to this Section will be reduced by any amount owed by Seller to Buyer under this Contract or otherwise. Any payment under this Section will not be deemed a waiver of any of Buyer's other rights arising under this Contract or applicable law. Notwithstanding any other provision of this Contract, Buyer will make no payments under this Section for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in Buyer's delivery schedules or any undelivered goods that are in Seller's standard stock or that are readily marketable. Further, any payments made under this Section will not exceed the aggregate price payable by Buyer for finished goods or services that would have been produced or performed by Seller under Buyer's delivery schedules outstanding at the date of termination. Except as expressly provided in this Section, Buyer will not be liable for and will not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, overhead, interest on claims, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this Contract. The payment specified in this Section is Seller's sole remedy for termination of this Contract under this Section.

35. GOVERNING LAW AND JURISDICTION

This Contract and any claims relating to the goods or services provided under this Contract will be governed by the laws of the country (and state/province, if applicable) of Buyer's location as shown by the address of Buyer as set forth in this Contract ("Buyer's Location"), excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), as amended, and any conflict of law provisions that would require application of another choice of law.

Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's Location, in which event Seller consents to such jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the court(s) having jurisdiction over Buyer's Location.

36. NO WAIVER

The failure of either party at any time to require performance by the other party of any provision of this Contract will



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

37. NON-ASSIGNMENT

Under no circumstances may Seller transfer, assign or delegate, in whole or in part, any of its rights or obligations under this Contract (including, without limitation, any right of payment), whether directly or indirectly, by merger, acquisition or contribution to a joint venture, without Buyer's prior written consent.

38. NATURE OF THE RELATIONSHIP OF PARTIES

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

39. SEVERABILITY

If any term of this Contract is invalid or unenforceable under applicable law or regulation, such term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such applicable law or regulation, and the remaining provisions of this Contract will remain in full force and effect.

February 2014

Special Terms and Conditions

INVOICES FOR TOOLING CONTRACTS

Invoices are required for payment of all tooling contracts. Invoices for tooling may be submitted only after full production sample approval has been received and all such invoices must be accompanied by the following:

A copy of the applicable tooling contract(s), a copy of the approved sample part inspection reports(s), and Seller's input of tooling information into the tool management module located in Supply Power "Enterprise: SAP Vendor Tooling". To ensure proper payment processing, your invoice for tooling contracts must be submitted to:

GM Disbursements Services
Indirect Invoice Processing
PO Box 982268

El Paso, Texas 79998-2268
Email: (Preferred) eSAP_AP_US@gm.com

TOOLING COST REIMBURSEMENT

Buyer shall reimburse Seller the lesser of



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

Commodity Specific Terms and Conditions

N/A

TAB 5

SCHEDULE "A"

GM Owned Manufacturing Tools PO# #4300237222 SODW Defined: Section 11						
Tool Number	Tool Name	Qty	Invoice Number	Location	Invoice Date	Payment Date
OPTT000027	Stator Gluing Fixture	60	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000001	Sun gear holding fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000002	Magnet holding fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000004	Magnet holding tool	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000006	Magnet seat tool	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
	Gauss Meter	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
	degauss machine	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
OPTT000012	Grease trap locating fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000013	Grease trap, bearing and spacer locating	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000014	Grease trap coining tool 1	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000034	Grease trap coining tool 2	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000008	Pin locating fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000010	Pin adjustment tool	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000011	Rivet Gun	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000031	nest for planet carrier	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000032	pressing tool, planet carrier	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000017	Nest Output Shaft	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17
OPTT000018	Press Tool Output Shaft	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17
OPTT000023	Nest RH	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000024	Tool RH	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000020	Clutch race adapter bearing Nest	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17
OPTT000021	Clutch race adapter bearing tool	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17
OPTT000036	Torque Flange Fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
no tool numbers	Press operation 1	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
no tool numbers	Press operation 2	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
no tool numbers	Press operation 3	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000051	LHH Seat fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000026	Fixture	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTT000037	Arbor press inverter cover	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTT000019	Plug arbor press	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17

OPTT000040	side cutter	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTT000043	pliers	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
TG-10	Torque Gun (Delta Regis)	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
OPTT000045	Die Press Tool Sun gear	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000046	Die Press Tool pool ring	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000047	Clip ring tool 1 lower sun gear	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000048	Clipping tool 2 upper sun gear	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000049	Clipping tool 3 crank shaft	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000052	Fixture seal grease barrier	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000053	Clip ring tool 4	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000033	Torque Tube Fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000028	Final assembly merging tool	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000029	Alignment pins	6	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000030	motor final ASSY fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000054	Motor torque holding jig	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
	Torque Wrench	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
	Pole Assembly with heat stake post	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTA000008 - Pole Assembly with heat stake post winding samples		1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTC0000227 - 3M tape sheet - tooling		1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
OPTA0000203 holding /machining fixture to manufacture		1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
Misc. Parts - e.g. Crimpers, Spacers, Standoffs, Screws, Cables, Headers, etc.		1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTC0000244, 054 - Machining of mounting plate & Inverter cover one of each		1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
GM motor stator glue setting fixture		1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTC000031, OPTC000039, OPTC000045 bore & ring gauges, adapters		1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTC000094 - teflon plate for beta		1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
Tooling stator epoxy fixture		1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17

Misc. items: Inner/Outer Tube, Aluminum base stipped pin, washer skating tool	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTC000410 Grease shield - stator	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
OPTC000406 mounting plate, OPTC000407 mounting ring	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
OPTC000031, OPTC000039, OPTC000045 bore & ring gauges, adapters	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
Miscellaneous components: test plugs, insulating sleeves, extraction tools, resistors, transistors, blade terminals, thermistor, wire, connectors, terminal blocks	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
Female socket connector, thermal liquid gap filler, mixing nozzles & cartages	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
OPTC000038 DC Gaussmeter model HS#582 - torque tube	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
OPTA000014 pin alignment tool - carrier	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
crank seal and spline block	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTC000027, OPTC000032, OPTC000372 machining socket tool, aluminum ring isolator & LH housing	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTC000027 modify ring fixture and 3 pcs of ring	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
adhesive mounting base, anodized aluminum, 4-40 integral stud	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
Hard anodizing of fixture cap	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
OPTC000383 rotor shaft, OPTC000360 base plate, OPTC000368 post	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
stator shipping disk	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTC000412 Trap holder	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Flexible shaft coupling iron hub with set screw	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17

Misc. Parts - e.g. Embedded Evaluation Board, Heat shrink tube, led panel indicator, debugger, crimp pin/sockets, electronic components, etc.	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17
Scriber for hardened steel & stainless steel straight retractable tip	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
OPTA000006 stator weld fixture	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
Modify dyno adapter as per instructions, machine counterbores and grind	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
crimp term male	1	SI022306 (P8)	BionX	20-Dec-16	31-Jan-17
OPTC000024, OPTC000059, OPTA000203 misc including torque sensing tooling, wrench strap set, deep groove ball bearing, manual syringe kit	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17

BETA ED&D PURCHASES CONTRACT - SPOT BUY PO #4300237222

Dedicated GM Equipment & Tools / BETA tools (Line Item 5000410)

GM Owned Tooling
(pick up)

EQUIPMENT COMPLETED AND PAID FOR:

	Qty	Invoice Number	Location	Invoice Date	Payment Date
Battery Testers	12	SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
NVH Booth for Analysis [recording and measuring equipment]	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17

Testers: [RG Shelley Propulsion System Testers]

Drive Unit Dyno	1	SI026642 (P7)	Magna	28-Oct-16	06-Dec-16
Drive Unit Dyno Transformer	1	SI023414 (P12)	Magna	10-May-17	06-Jun-17
		SI026642 (P7)	Magna	28-Oct-16	06-Dec-16
Motor Dyno Test Stand	1	SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
		SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
		SI023415 (P13)	Magna	10-May-17	06-Jun-17
Prop Durability Tester	1	SI022306 (P8)	Magna	20-Dec-16	31-Jan-17
		SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
		SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
Motor Durability Tester #1	1	SI022306 (P8)	Magna	20-Dec-16	31-Jan-17
		SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
Transformer	1	SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
Transformer for Optimus Dyno	1	SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
Encoder	1	SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
		SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
Power Supply Motor Test Dyno	1	SI022805 (P11)	Magna	06-Mar-17	18-Apr-17

Material Cost Pass Through (Line Item 5000210)

	Qty	Invoice	Location	Invoice Date	Payment Date
Drive Unit tear downs	9	SI019473 (P1) - SI021722 (P7)	BionX	Spending from April 2016 ~ Dec 2016	
Competitive Bikes					
Bosch Test Units instrumented for testing	5	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17
Gear Test Rig	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17

**GM Owned Tooling
(pick up)**

(pick up)

Qty

12

1

1

1

1

1

1

1

1

1

1

1

10

	Qty	Invoice	Location	Invoice Date	Payment Date
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Competitive Bikes					
Bosch Test Units Instrumented for testing	5	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17
Gear Test Rig	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
Yokogawa Precision Power Analyzer	1	SI022307 (P9)	BionX	20-Dec-16	31-Jan-17
Power Supplies - Lagen 50-30-LAN (test equipment)	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
Gear test rig	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
Dyno - environmental test assembly station	1	SI025517 (P16)	Magna	14-Sep-17	12-Dec-17
SLS models	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17
Bosch bikes - (5) Cube Touring Hybride 400 Blue & Blue	1	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17
10 samples of each cover including cost of coil	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17
SLA model battery components	1	SI022307 (P9)	BionX	20-Dec-16	31-Jan-17
laser weld clamp fixture	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17
cells for testing	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17
Miscellaneous components: test plugs, insulating sleeves, extraction tools, resistors, transistors, blade terminals, thermistor, wire, connectors, terminal blocks.	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
floating gear ring test	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTC000194, 195 - floating gear ring isolator for test	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17
OPTC000210 Can USB adaptor (7)	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
miniature triaxial accelerometer	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17
custom 8S3P PCC block	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTC000031, OPTC000039, OPTC000045 bore & ring gauges, adapters	1	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17
OPTC000057 fixed ind, probe lead, IC driver half bridge, ferrite clip-on, test lead, ferrite core, TVS Diode, N-Channel, Mosfet, 12V regulator and diode, inverter & consulting	1	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17
connectors/MNF/bluetooth module	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
Misc. items including: right angle pin, straight pin, connectors, multilayer ceramic	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
(3) Can USB adaptors	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17

BMX Singl Cassette Cogs Steel 15 Tooth, Sugino Track Chain Ring Black	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
OPTC0000289 - adapter stand - dyno showbike motor	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
CAN USB adaper includes drivers	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17
Misc items - Control cards with piccolo, debug probes	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTA0000003 Ultra-Linear Measurement Condenser Microphone Electronics	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Misc items - Control cards with piccolo, debug probes	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17
OPTA0000003 Phantom power supply	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
BAC TTL Communication Harness	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
flat cables	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTA0000003 Acoustical wedge foam panels	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Premium phantom cables xlr female to bnc male unbalanced cable	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Ricardo units	5	SI019473 (P1) - SI021722 (P7)	BionX	Spending from April 2016 ~ Dec 2016	

TAB 6

Kim Ferreira

From: Paul Gingl <pgingl@ridebionx.com>
Sent: Thursday, November 02, 2017 9:34 AM
To: Scott Wilson; Fred Gingl; V-Bond Lee
Cc: Al Sasnowski; Keith Badgley
Subject: [EXTERNAL] RE: Optimus: BionX - ramp up (CONFIRM PLAN)

Hello Scott,

We agree to the production plan below.

If we can improve on it, we will.

For now, the below is our commitment and we will make it happen.

January we will start with 100 units to be built and shipped.

We will of course pass this onto the whole team so we are crystal clear.

Thank you,

Paul Gingl

Chief Operating Officer | BionX International
455 Magna Drive, Aurora, ON L4G 7A9 Canada
+1-905-726-9105 x 3031 | pgingl@ridebionx.com | www.ridebionx.com

BionX®

From: Scott Wilson [mailto:scott.wilson@gm.com]
Sent: Wednesday, November 01, 2017 12:54 PM
To: Fred Gingl <fgingl@ridebionx.com>; Paul Gingl <pgingl@ridebionx.com>; V-Bond Lee <vlee@ridebionx.com>
Cc: Al Sasnowski <asasnowski@ridebionx.com>; Keith Badgley <keith.badgley@gm.com>
Subject: Optimus: BionX - ramp up (CONFIRM PLAN)

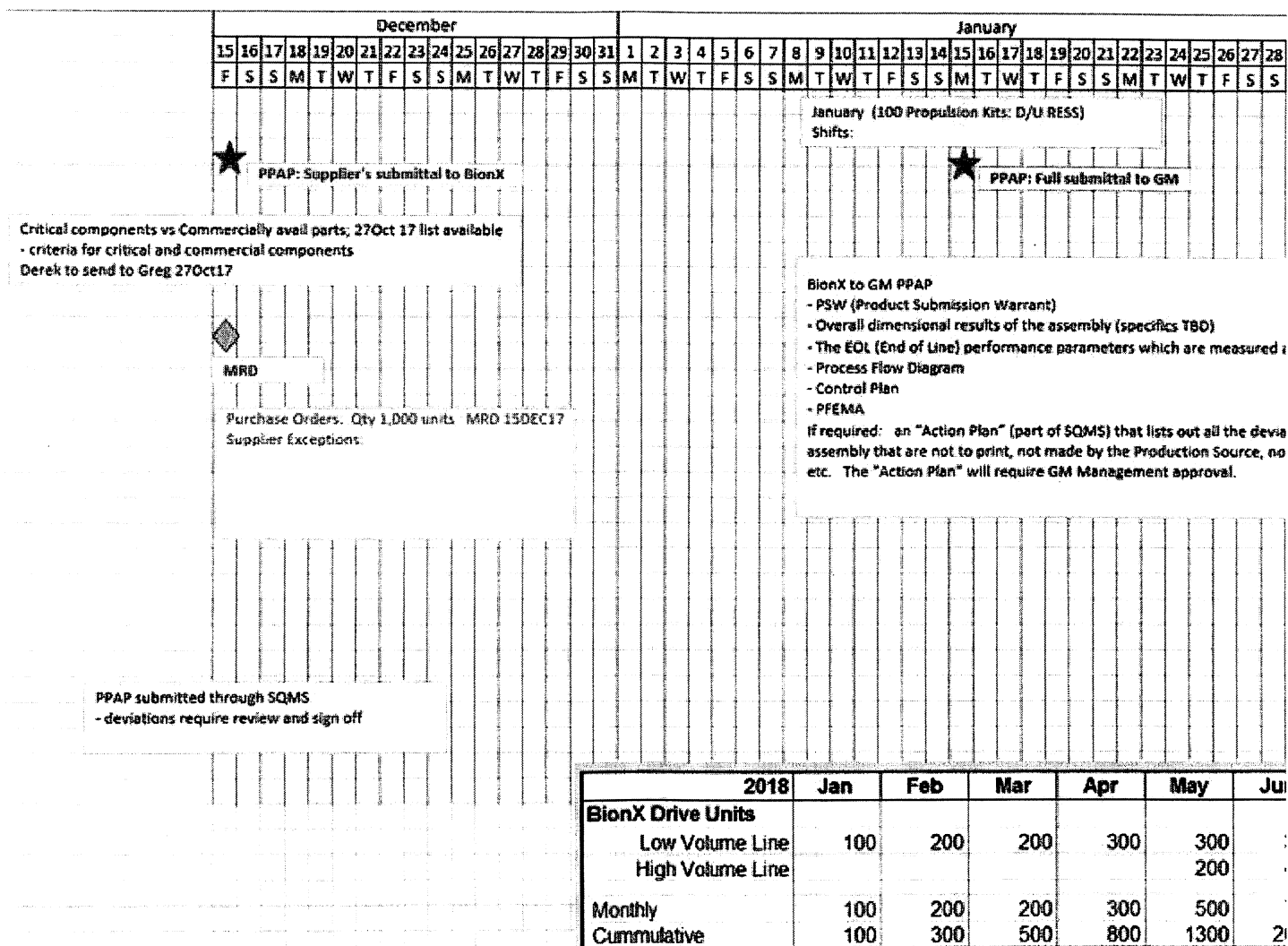
Fred & Paul,

I want to confirm the final response from BionX with respect to production ramp up. Topic tabled at Sept 19th Owner's Meeting.

The current response I have: the ramp shown below is the best BionX can perform. At the bottom, I have pasted the bike team requirement and shortfall association.

The bike team is going to Senior Leadership for monthly review – this is a topic. I need the final response tomorrow; Thursday 2nd Nov.

PRODUCTION PLAN: RAMP-UP WITH PROPOSED BIONX RAMP PLAN



PROPOSED RAMP PLAN – EBIKE SHORTFALL

2018	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
BionX Drive Units								
Low Volume Line	100	200	200	300	300	300		
High Volume Line					200	400	1000	10
Monthly	100	200	200	300	500	700	1000	10
Cummulative	100	300	500	800	1300	2000	3000	40
Bike Demand / System Fill								
Marketing Forecast (fold)			1764	353	847	918	847	4
Marketing Forecast (on-fold)								2
D/U shortfall			(1,264)	(1,317)	(1,664)	(1,882)	(1,729)	(1,42)
Bike Cum (fold)			1764	2117	2964	3882	4729	52
Bike Cum (non-fold)								2

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Thank you,

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TAB 8

Kim Ferreira

From: Paul Gingl <pgingl@bionx.com>
Sent: Friday, January 05, 2018 11:28 AM
To: Scott Wilson; Michael Willetts; Al Sasnowski
Cc: Ian Scott; Keith Badgley; Nick Parimucha; Taylor Brighi
Subject: [EXTERNAL] RE: Additional Information Required from BionX: Beta, Gamma, Tooling, Production

Dear Team, (BionX and GM)

We look forward to speaking with you on your visit here to BionX.
At this point financials have not been approved to release to GM due to us being a private company.
A board meeting has been scheduled for next week with our shareholders to review options for a unanimous decision that may include GM support of some kind as an ask.

Details of any further direction on all this will be discussed when you are here.
It's a great idea that you visit us.

For any specific questions on the above, feel free to call my cell.

416-564-3556

Thank you,

Paul Gingl

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From: Scott Wilson [mailto:scott.wilson@gm.com]
Sent: Friday, January 05, 2018 11:13 AM
To: Michael Willetts <mwilletts@bionx.com>; Al Sasnowski <asasnowski@bionx.com>
Cc: Paul Gingl <pgingl@bionx.com>; Ian Scott <ian.1.Scott@gm.com>; Keith Badgley <keith.badgley@gm.com>; Nick Parimucha <nick.parimucha@gm.com>; Taylor Brighi <taylor.brighi@gm.com>
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Michael and Al,
Keith and I plan to visit Monday to understand the differences in our records. Thank you Michael for sending additional information last night.. let's use your excel file for our discussion next Monday & Tuesday

Beta: discrepancy between 0.8 invoiced and claim for 1.7 outstanding. Have not received a forecast to justify delta.

Gamma: discrepancy between BOM detail and 6880+2000 requested.

Production: discussion required to understand line by line cost drivers

During the Tuesday Jan 2nd call between BionX and GM leaders, GM requested clarity into financials. Joining Keith and I will be Mr Ian Scott and one other from his team to discuss the list of information during the meeting.

Requested from GM Purchasing:

- Audited P&L, B/S and C/F for last 2 years

- Latest actual P&L, B/S and C/F
- 13 week cash-flow – specific relative to the payments from GM
- 2018 CY cash-flow – specific relative to the payments from GM
- Accounts Payable by supplier; GM portion that relates to GM noted
- Sales by Customer Chart
- BionX corporate overview presentation

(\$Mills USD)

Program	Item	Issue	Financial Exposure		Proposal to Mitigate
			BionX Dec 31, 2017 to Date	Total Program	
Beta	Optimus Invoicing	September and October Invoicing on hold	0.7	0.7	BionX to re-forecast, GM to amend PO and pay
Beta	Optimus Invoicing	November invoicing	0.5	0.5	BionX to submit invoice, GM to review and pay timely manner
Beta	Drive Unit Costs	Costs over line item in PO	0.2	0.5	BionX to re-forecast, GM to amend PO and pay
Gamma	Piece Price	Piece price is ~\$2,000/unit over the PO price of \$6,880 Unclear process to be paid. 50 parts already received in China, zero funds received by BionX. BionX has paid ~\$0.8M to date	0.3	0.2	GM to provide process to review, approve and PO. GM to provide guidance and training as re to pay for outstanding balance
Production	Vendor Tooling	Tooling costs generated beyond original PO of \$0.2M Unclear process to be paid. BionX has paid \$0.2M to vendors to date	0.2	0.2	GM to provide process to review, approve and PO. GM to provide guidance and training as re to be paid for outstanding balance
Production	Piece Price	Piece price is ~\$420/unit over the PO of \$982 due to engineering changes	-	3.3	GM to provide process to review, approve and PO in order to pay difference
Production	Capital for Automated Line	Automated line is not required to produce 8,000 units	0.2	1.4	Manufacture on enhanced Gamma Line, spend \$0.6M of \$1.4M. Capital can be used on autor line at time of additional production PO
Total			\$ 2.1	\$ 6.8	
					Automated Line Capital (Timing TBD, dependar future production orders)
					Total Financial Impact

Production Piece Price Increase

- We agreed to revisit this in 2018 and go through each line item increase. Several of the items were not clear and required further discussion.

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(\$Mills USD)

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TAB 10



January 16, 2018

Dear Ian,

We have had several conversations with The Stronach Group (TSG), so to begin, we wish to reiterate that for well over 50 years we have been a great supplier to GM. Our relationship has always been very positive. As you may be aware, the divisions of Magna are independent companies, decentralized and are self-managed. BionX is structured in a similar way.

Again, we wish to express our gratitude and appreciate the opportunity to work on this Optimus mid drive program. We are fully aware that GM has paid close to \$8 million for the development of this mid drive system. We also need to mention that our contribution to Optimus by BionX has been approximately \$2 million thus far.

When we first entered into this program and started to work with your team on this system, the target selling price as we understood it was approximately \$500. Today the system will be sold at a price close to 3x this original target. This does affect the go forward business case of the program and adds risk, but we feel we can achieve the long-term lower cost base and success with your continued support.

I'm sure you can appreciate that a small private company like ours does not have the funds available (cash), so therefore we think it's somewhat unfair to carry such a load. The business case for us was to sell 10's of thousands of these drive systems to yourself and our bike OEM partners at a competitive price and of course profitable for all parties.

Furthermore, we would like to review the small profit that was to be included on this program, which truly becomes more of a cost pass through at this point. BionX cannot lose money on the first spot buy unit order. In addition, if there is volume beyond the 8000, we would only then cover additional capex and ED&D of \$2.5 million. This could be in the form of a year two volume order or another spot buy of larger volume.

In conclusion, as our proposal, we reach out to you and request you pay for all components as required for the 8000 unit order spot buy as cash in advance and BionX will carry the responsibility of assembly and delivery on the current line.

We truly believe this product has potential and the BionX team has reached the maturity and capability along with intellectual property to support this launch. Please see attached cash flow statement for this program as it relates to what's owed and on a go-forward basis. We thank you in advance on the consideration of this proposal. Consider this our letter of assurance and commitment as discussed.

Sincerely,


Fred Gingl

TAB 11

Kim Ferreira

Subject:

RE: Payment Issue with Bionx

From: Tony Werschky [<mailto:TonyW@delrecorp.com>]

Sent: Wednesday, January 17, 2018 11:39 AM

To: Scott Wilson <scott.wilson@gm.com>; Keith Badgley <keith.badgley@gm.com>

Cc: Rob Portelli <RobP@delrecorp.com>; Bob Sakuta <BobS@delrecorp.com>

Subject: [EXTERNAL] Payment Issue with Bionx

Hi guys,

We just received this form letter from Bionx. We will be giving you a call about this shortly.

Thank you,

Tony Werschky
Partner & VP of Operations



32971 Capitol

Livonia, MI 48150

1-734-793-1196 Direct

1-734-679-8427 Mobile

tonyw@delrecorp.com

www.deltaresearch.com

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January 5th, 2018

Dear Supplier,

We wish to update you on the status of BionX. Our company has been going through a restructuring that may have caused some recent payment delays.

Our purchasing team will keep you informed of any progress as it relates to the completion of our restructuring. Your patience is highly appreciated, and partial payments will be made during this transition as funds become available.

We kindly request that you continue to support our production demand during this period and continue to ship parts as per schedule.

Our target date for restructure completion is latest March 30th.

Thank you for your continued support and understanding.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Gingl", is positioned above the printed name.

Paul Gingl

Chief Operating Officer | BionX International

TAB 12

Kim Ferreira

Subject: RE: Response on restructure subject BionX

From: Fred Gingl [mailto:fgingl@bionx.com]

Sent: Friday, January 19, 2018 4:26 PM

To: Ian Scott <lan.1.Scott@gm.com>

Subject: [EXTERNAL] Response on restructure subject BionX

Hello Ian,

As you know BionX is currently under a restructuring. This activity includes the financial evaluation of the business based on recent events:

- The economic loss forecasted by the GM Optimus Program based on the current PO pricing versus the latest bill of materials (price of \$982/unit vs a cost of \$1,388/unit USD)
- No future volume commitments beyond the 8,000 units planned for 2018
- The inability to recover capital equipment and Engineering and Development costs at the committed volumes
- The recent news of GM dropping the support for SDTC funding

BionX does not have the financial resources to fund projected financial losses of this nature.

Due to these developments, BionX is currently under review to determine the best path forward for the business.

On a personal note and as a shareholder of BionX, I want to reach out and consider our request for funding and support as an opportunity to take this unfortunate situation and convert it to a potential investment opportunity for GM. This may not be a bad idea after all we have gone through and all the intellectual property generated along with the established distribution channels of BionX. Just food for thought.

Regards,

Fred

Sent from my iPhone

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TAB 13

Mark Fischer
Director, GPSC Finance
29755 Louis Chevrolet Rd.
Warren, MI 48093
mark.w.fischer@gm.com

SENT VIA ELECTRONIC MAIL

February 1, 2018

Fred Gingl
BionX Canada Inc.
455 Magna Drive
Aurora, Ontario L4G 7A9

Subject: *Notice of Default*

Dear Fred:

Among other agreements between General Motors of Canada Company ("GM") and BionX Canada Inc. ("BionX"), GM has issued, and BionX has accepted GM purchase contract 4300557102 with an issue date of September 22, 2017 (collectively with the Terms and Conditions (the "Terms") appended thereto, the Statement of Requirements and all other documents contained within GM's Request for Proposal, the "Purchase Contract"). All agreements between GM and BionX related to GM's E-Bike project are collectively referred to herein as the "E-Bike Agreements".

The Purchase Contract is a spot buy for 8,000 motor, charger and battery assemblies to be incorporated into GM's E-Bike system (the "Parts"). The Purchase Contract was issued specifically at your request with your assurance that this was all that BionX required to start and conclude production of the Parts pursuant to the required delivery schedule. These assurances are in addition to your written and oral assurances at the commencement of the business discussions between BionX and GM that BionX had the capabilities and Magna support sufficient to perform under the E-Bike related agreements. These representations are patently untrue. BionX is unwilling or unable to complete their obligations under the Purchase Contract.

BionX has incurred performance issues from the commencement of the relationship requiring extensive GM engineering, operational and quality support not contemplated or required by the E-Bike Agreements. Recently, BionX informed GM that it would not be able to commence building the Parts without significant financial accommodations by GM. GM declines to provide the requested accommodations. For the reasons listed below, this letter is notice to BionX that it is in material default of the Purchase Contract, while reserving all rights related to the other E-Bike Agreements at this time.

The production schedules issued pursuant to the Purchase Contract were revised multiple times due to BionX's failure to be production ready on schedule. The latest schedule required delivery of production Parts commencing on February 1, 2018. Pursuant to Section 3 of the Terms, "[t]ime is of the essence, and deliveries shall be made both in quantities and at times specified in [GM's] schedules". BionX has not timely commenced production and has admitted via your January 19, 2018 e-mail to Ian Scott, that BionX is unable to commence production or meet GM's delivery requirements.

BionX is insolvent as it is unable to pay its debts as they become due. BionX's insolvency is cause for termination of the Purchase Contract pursuant to Section 11 of the Terms. BionX has notified its suppliers that it will not be able to fully pay its obligations, and has actually failed to, pay its debts to the suppliers as

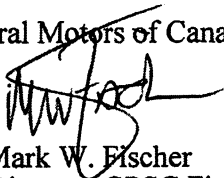
they become due. As a result many of BionX's suppliers have stopped shipments to BionX of critical components. In addition to evidence of insolvency, this is further evidence that BionX will continue to be unable to timely meet the Purchase Contract delivery requirements.

Based on the foregoing, GM requested adequate assurance of future performance via a parental performance guaranty or other assurance that BionX will be adequately funded and be able to perform its obligations. BionX has refused to provide such assurances and responded with a repeated demand for significant accommodations from GM.

GM is entitled to immediately terminate the Purchase Contract on account of BionX's insolvency. Moreover, in the unlikely event that BionX is not insolvent, GM is entitled to terminate the Purchase Contract based on BionX's failure to progress and failure to perform, each of which constitute a material default.

GM does not waive or intend to waive any claims, rights, remedies or defaults not specifically mentioned in this letter, concerning the E-Bike Agreements or other claims GM may have. The material breaches by BionX referenced herein, with respect to the Purchase Contract, are not intended to be exhaustive. Further GM reserves all rights and remedies available to it, including its right of Setoff pursuant to Section 23 of the Terms.

General Motors of Canada Company

A handwritten signature in black ink, appearing to read 'Mark W. Fischer', is written over the printed name.

By: Mark W. Fischer
Director, GPSC Finance

TAB 14

Kim Ferreira

From: Kim Ferreira
Sent: Friday, February 23, 2018 9:54 AM
To: 'fgingl@bionx.com'
Cc: Yasmine Orab
Subject: GM and BionX Canada Inc.
Attachments: Feb. 23, 2018 - Ltr to BionX Canada Inc..pdf

Mr. Gingl,

Please see the letter of today's date.

Thank you,

Kim Ferreira

Kim Ferreira

Speigel Nichols Fox LLP
Tel: 905.366.9700 ext. 229
Fax: 905.366.9707
30 Eglinton Ave W., Suite 400
Mississauga, ON L5R 3E7
<http://ontlaw.com/bio/kim-ferreira/>

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SPEIGEL NICHOLS FOX LLP

· BARRISTERS & SOLICITORS ·

direct extension 229
kim@ontlaw.com

VIA EMAIL

February 23, 2018

Fred Gingl
BionX Canada Inc.
455 Magna Dr.
Aurora, Ontario L4G 7A9
fgingl@bionx.com

Dear Mr. Gingl:

Re: Notice of Termination of Purchase Orders 4300237222, 4300557102, 4700021739,
4300554647 and Demand for Removal of GM Property

We are legal counsel to General Motors LLC and General Motors of Canada Company (collectively "GM").

We refer to the letter of February 1, 2018, (the "Default Letter") in which GM notified BionX Canada Inc. ("BionX") that it was in default of its performance obligations to GM. In addition, We refer to GM's purchase order numbers 4300237222, 4300557102, 4700021739, 4300554647 (collectively, with their respective GM General Terms and Conditions (the "General Terms"), Statements of Work, and all other documents contained within their respective Request for Proposal packages, the "E-Bike Contracts").

The Default Letter details how BionX is in default of its contractual obligations to GM under Sections 3 and 11 of the General Terms and demands that BionX give adequate assurance of its ability to perform under the E-Bike Contracts.

Despite delivery of the Default Letter, BionX has failed to cure any of its defaults under the E-Bike Contracts. On the contrary, BionX has discontinued performance of work under the E-Bike Contracts, continued to fail to pay its debts to its supply base, and instructed certain Tier 2 suppliers to stop performing. Further, BionX in its February 16, 2018 correspondence admits to GM that it will not perform under the E-Bike Contracts. Accordingly, this letter is written notice that the E-Bike Contracts are terminated due to the BionX defaults.

In addition, this letter is written demand for BionX to turn over all GM-owned tooling and property listed on the attached Schedule A, together with all fixtures, accessions, attachments, accessories, and appurtenances thereto, including benches (collectively, the "GM Property"). GM's

records indicate that BionX has not yet completed certain other equipment and tooling under GM Purchase Orders and GM reserves all of its rights regarding the same.

Pursuant to Section 19 of the General Terms, BionX is obligated to immediately deliver the GM Property to GM. This letter is written notice that GM and GM's transportation providers shall appear at BionX's premises commencing on Monday, February 26, 2018 at 8:00 a.m. to remove the GM Property, and GM expects full cooperation from BionX pursuant to its contractual obligations. We ask that you confirm that BionX will comply with its contractual obligations under the General Terms and facilitate GM's removal of the GM Property from BionX's and its associated facilities.

Nothing in this letter is intended to, and this letter does not, waive any rights, remedies, causes of action, or defenses of GM under the E-Bike Contracts, or otherwise applicable law, all of which are expressly reserved.

Yours very truly,
SPEIGEL NICHOLS FOX LLP

A handwritten signature in black ink, appearing to be 'Kim Ferreira', written over a horizontal line.

per: Kim Ferreira
KGF:no
Encl

cc: Mark Fischer
Aaron Silver

SCHEDULE "A"

GM Owned Manufacturing Tools PO# #4300237222 SODW Defined: Section 1.1						
Tool Number	Tool Name	Qty	Invoice Number	Location	Invoice Date	Payment Date
OPTT000027	Stator Gluing Fixture	60	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000001	Sun gear holding fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000002	Magnet holding fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000004	Magnet holding tool	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000006	Magnet seat tool	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
	Gauss Meter	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
	degauss machine	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
OPTT000012	Grease trap locating fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000013	Grease trap, bearing and spacer locating	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000014	Grease trap coining tool 1	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000034	Grease trap coining tool 2	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000008	Pin locating fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000010	Pin adjustment tool	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000011	Rivet Gun	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000031	nest for planet carrier	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000032	pressing tool, planet carrier	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000017	Nest Output Shaft	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17
OPTT000018	Press Tool Output Shaft	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17
OPTT000023	Nest RHH	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000024	Tool RHH	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000020	Clutch race adapter bearing Nest	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17
OPTT000021	Clutch race adapter bearing tool	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17
OPTT000036	Torque Flange Fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
no tool numbers	Press operation 1	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
no tool numbers	Press operation 2	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
no tool numbers	Press operation 3	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000051	LHH Seat fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000026	Fixture	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTT000037	Arbor press inverter cover	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTT000019	Plug arbor press	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17

OPTT000040	side cutter	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTT000043	pliers	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
TG-10	Torque Gun (Delta Regis)	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
OPTT000045	Die Press Tool Sun gear	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000046	Die Press Tool pool ring	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000047	Clip ring tool 1 lower sun gear	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000048	Clipping tool 2 upper sun gear	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000049	Clipping tool 3 crank shaft	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000052	Fixture seal grease barrier	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000053	Clip ring tool 4	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTT000033	Torque Tube Fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000028	Final assembly merging tool	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000029	Alignment pins	6	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000030	motor final ASSY fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTT000054	Motor torque holding jig	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
	Torque Wrench	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
	Pole Assembly with heat stake post	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTA000008 - Pole Assembly with heat stake post winding samples		1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTC0000227 - 3M tape sheet - tooling		1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
OPTA0000203 holding /machining fixture to manufacture		1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
Misc. Parts - e.g. Crimpers, Spacers, Standoffs, Screws, Cables, Headers, etc.		1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTC0000244, 054 - Machining of mounting plate & Inverter cover one of each		1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
GM motor stator glue setting fixture		1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTC0000031, OPTC0000039, OPTC0000045 bore & ring gauges, adapters		1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTC0000094 - teflon plate for beta		1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
Tooling stator expoxy fixture		1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17

Misc. items: Inner/Outer Tube, Aluminum base stripped pin, washer skating tool	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTC000410 Grease shield - stator	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
OPTC000406 mounting plate, OPTC000407 mounting ring	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
OPTC000031, OPTC000039, OPTC000045 bore & ring gauges, adapters	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
Miscellaneous components: test plugs, insulating sleeves, extraction tools, resistors, transistors, blade terminals, thermistor, wire, connectors, terminal blocks	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
Female socket connector, thermal liquid gap filler, mixing nozzles & cartages	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
OPTC000038 DC Gaussmeter model HS#582 - torque tube	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
OPTA000014 pin alignment tool - carrier	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
crank seal and spline block	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17
OPTC000027, OPTC000032, OPTC000372 machining socket tool, aluminum ring isolator & LH housing	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17
OPTC000027 modify ring fixture and 3 pcs of ring adhesive mounting base, anodized aluminum, 4-40 integral stud	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
Hard anodizing of fixture cap	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
OPTC000383 rotor shaft, OPTC000360 base plate, OPTC000368 post	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17
stator shipping disk	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTC000412 Trap holder	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Flexible shaft coupling iron hub with set screw	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17

Misc. Parts - e.g. Embedded Evaluation Board, Heat shrink tube, led panel indicator, debugger, crimp pin/sockets, electronic components, etc.	1	SIO23414 (P12)	BionX	10-May-17	06-Jun-17
Scriber for hardened steel & stainless steel straight retractable tip	1	SIO26114 (P18)	BionX	31-Oct-17	12-Dec-17
OPTA000006 stator weld fixture	1	SIO25541 (P17)	BionX	15-Sep-17	12-Dec-17
Modify dyno adapter as per instructions, machine counterbores and grind	1	SIO25541 (P17)	BionX	15-Sep-17	12-Dec-17
crimp term male	1	SIO22306 (P8)	BionX	20-Dec-16	31-Jan-17
OPTC000024, OPTC000059, OPTA000203 misc including torque sensing tooling, wrench strap set, deep groove ball bearing, manual syringe kit	1	SIO25517 (P16)	BionX	14-Sep-17	17-Oct-17

BETA ED&D PURCHASES CONTRACT - SPOT BUY PO #4300237222

Dedicated GM Equipment & Tools / BETA tools (Line Item 5000410)

GM Owned Tooling
(pick up)

EQUIPMENT COMPLETED AND PAID FOR:

Equipment	Qty	Invoice Number	Location	Invoice Date	Payment Date
Battery Testers	12	SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
NVH Booth for Analysis [recording and measuring equipment]	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17

Testers: [RG Shelley Propulsion System Testers]

Drive Unit Dyno	1	SI026642 (P7)	Magna	28-Oct-16	06-Dec-16
Drive Unit Dyno Transformer	1	SI023414 (P12)	Magna	10-May-17	06-Jun-17
Motor Dyno Test Stand	1	SI026642 (P7)	Magna	28-Oct-16	06-Dec-16
		SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
		SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
		SI023415 (P13)	Magna	10-May-17	06-Jun-17
Prop Durability Tester	1	SI022306 (P8)	Magna	20-Dec-16	31-Jan-17
		SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
		SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
		SI022306 (P8)	Magna	20-Dec-16	31-Jan-17
Motor Durability Tester #1	1	SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
		SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
Transformer	1	SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
Transformer for Optimus Dyno	1	SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
Encoder	1	SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
		SI022805 (P11)	Magna	06-Mar-17	18-Apr-17

Material Cost Pass Through (Line Item 5000210)

Material	Qty	Invoice	Location	Invoice Date	Payment Date
Drive Unit tear downs	9	SI019473 (P1) - SI021722 (P7)	BionX	Spending from April 2016 ~ Dec 2016	
Competitive Bikes					
Bosch Test Units instrumented for testing	5	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17
Gear Test Rig	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17

BETA ED&D PURCHASES CONTRACT - SPOT BUY PO #4300237222

Dedicated GM Equipment & Tools / BETA tools (Line Item 5000410)

GM Owned Tooling
(pick up)

EQUIPMENT COMPLETED AND PAID FOR:		Qty	Invoice Number	Location	Invoice Date	Payment Date
Battery Testers		12	SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
NVH Booth for Analysis [recording and measuring equipment]		1	SI026114 (P18)	Biorix	31-Oct-17	12-Dec-17
Testers: [RG Shelley Propulsion System Testers]						
Drive Unit Dyno		1	SI026642 (P7)	Magna	28-Oct-16	06-Dec-16
Drive Unit Dyno Transformer		1	SI023414 (P12)	Magna	10-May-17	06-Jun-17
Motor Dyno Test Stand		1	SI026642 (P7)	Magna	28-Oct-16	06-Dec-16
			SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
			SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
			SI023415 (P13)	Magna	10-May-17	06-Jun-17
Prop Durability Tester		1	SI022306 (P8)	Magna	20-Dec-16	31-Jan-17
			SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
			SI025192 (P15)	Magna	31-Aug-17	19-Sep-17
			SI022306 (P8)	Magna	20-Dec-16	31-Jan-17
Motor Durability Tester #1		1	SI022804 (P10)	Magna	03-Mar-17	18-Apr-17
			SI022805 (P11)	Magna	06-Mar-17	18-Apr-17
Transformer		1	SI022805 (P11)	Magna	03-Mar-17	19-Sep-17
Transformer for Optimus Dyno		1	SI025192 (P15)	Magna	31-Aug-17	18-Apr-17
Encoder		1	SI022804 (P10)	Magna	03-Mar-17	19-Sep-17
			SI025192 (P15)	Magna	31-Aug-17	18-Apr-17
Power Supply Motor Test Dyno		1	SI022805 (P11)	Magna	06-Mar-17	18-Apr-17

Material Cost Pass Through (Line Item 5000210)

	Qty	Invoice	Location	Invoice Date	Payment Date
Drive Unit tear downs	9	S1019473 (P1) - S1021722 (P7)	BionX	Spending from April 2016 ~ Dec 2016	
Competitive Bikes					
Bosch Test Units instrumented for testing	5	S1025517 (P16)	BionX	14-Sep-17	12-Dec-17
Gear Test Rig	1	S1023415 (P13)	BionX	10-May-17	06-Jun-17
Yokogawa Precision Power Analyzer	1	S1022307 (P9)	BionX	20-Dec-16	31-Jan-17
Power Supplies - Lagen 50-30-LAN (test equipment)	1	S1022804 (P10)	BionX	03-Mar-17	18-Apr-17
Gear test rig	1	S1023415 (P13)	BionX	10-May-17	06-Jun-17
Dyno - environmental test assembly station	1	S1025517 (P16)	Magna	14-Sep-17	12-Dec-17
SLS models	1	S1022805 (P11)	BionX	06-Mar-17	18-Apr-17
Bosch bikes - (5) Cube Touring Hybride 400 Blue & Blue	1	S1025517 (P16)	BionX	14-Sep-17	12-Dec-17
10 samples of each cover including cost of coil	1	S1022805 (P11)	BionX	06-Mar-17	18-Apr-17
SLA model battery components	1	S1022307 (P9)	BionX	20-Dec-16	31-Jan-17
laser weld clamp fixture	1	S1023414 (P12)	BionX	10-May-17	06-Jun-17
cells for testing	1	S1022805 (P11)	BionX	06-Mar-17	18-Apr-17
Miscellaneous components: test plugs, insulating sleeves, extraction tools, resistors, transistors, blade terminals, thermistor, wire, connectors, terminal blocks.	1	S1025191 (P14)	BionX	31-Aug-17	19-Sep-17
floating gear ring test	1	S1022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTC000194, 195 - floating gear ring isolator for test	1	S1023414 (P12)	BionX	10-May-17	06-Jun-17
OPTC000210 Can USB adaptor (7)	1	S1026114 (P18)	BionX	31-Oct-17	12-Dec-17
miniature triaxial accelerometer	1	S1023414 (P12)	BionX	10-May-17	06-Jun-17
custom 8S3P PCC block	1	S1023415 (P13)	BionX	10-May-17	06-Jun-17
OPTC000031, OPTC000039, OPTC000045 bore & ring gauges, adapters	1	S1025517 (P16)	BionX	14-Sep-17	12-Dec-17
OPTC000057 fixed ind, probe lead, IC driver half bridge, ferrite clip-on, test lead, ferrite core, TVS Diode, N-Channel, Mosfet, 12V regulator and diode, inverter & consulting	1	S1025517 (P16)	BionX	14-Sep-17	12-Dec-17
connectors/MNF/bluetooth module	1	S1022804 (P10)	BionX	03-Mar-17	18-Apr-17
Misc. items including: right angle pin, straight pin, connectors, multilayer ceramic	1	S1025191 (P14)	BionX	31-Aug-17	19-Sep-17
(3) Can USB adaptors	1	S1022805 (P11)	BionX	06-Mar-17	18-Apr-17

BMX Singel Cassette Cogs Steel 15 Tooth, Sugino Track Chain Ring Black	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17
OPTC0000289 - adapter stand - dyno showbike motor	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
CAN USB adapter includes drivers	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17
Misc items - Control cards with piccolo, debug probes	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17
OPTA0000003 Ultra-Linear Measurement Condenser Microphone Electronics	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Misc items - Control cards with piccolo, debug probes	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17
OPTA0000003 Phantom power supply	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
BAC TTL Communication Harness	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
flat cables	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17
OPTA0000003 Acoustical wedge foam panels	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Premium phantom cables xlr female to bnc male unbalanced cable	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17
Ricardo units	5	SI019473 (P1) - SI021722 (P7)	BionX	Spending from April 2016 ~ Dec 2016	

TAB 15

Kim Ferreira

From: Fred Gingl <fgingl@bionx.com>
Sent: Friday, February 23, 2018 8:04 PM
To: Kim Ferreira
Subject: GM and BionX Canada Inc. [IWOV-LEGAL.FID1188575]

Sent from my iPhone

Begin forwarded message:

Dear Kim,

In your letter dated February 23, 2018, you indicate that pursuant to Section 19 of the General Terms and Conditions, BionX is obligated to immediately deliver the GM Property to GM, and that GM's transportation providers will be appearing at BionX's premises on Monday, February 26, 2018 at 8:00 a.m. to retrieve such GM Property. Section 19 of the General Terms and Conditions only requires BionX to release to GM any Buyer's Property (as defined in the General Terms and Conditions) that was either furnished by GM to BionX, or for which BionX has been reimbursed by GM. For clarity, if property was not furnished to BionX by GM and BionX has not been reimbursed for such property, BionX is under no obligations under the General Terms and Conditions to release such property to GM. In light of the foregoing, and given the lateness of this request by GM, we require additional time to confirm whether BionX has in fact been reimbursed for all property listed in Schedule A to your letter, as we must exclude from release any property for which BionX has not been reimbursed. As a result, we will be unable to release the GM Property to GM on Monday at 8:00 a.m., as we will not have made such determination at that time.

In addition, based on ongoing communications with GM following receipt of your letter, we understand that GM will now solely be attending BionX's premises on Monday to view the GM Property; however, they will not be removing any of the GM Property from BionX's premises. While this is potentially an interruption to our business, we are willing to accommodate GM by having GM attend BionX's premises for the purposes of viewing the GM Property only and will work with GM thereafter to determine which property can in fact be released to GM.

Please let us know if you have any concerns with respect to the foregoing.

Fred Gingl

Nothing in this message is intended to constitute an electronic signature unless a specific statement to the contrary is included in this message.

Confidentiality Note: This message is intended only for the person or entity to which it is addressed. It may contain confidential and/or privileged material. Any review, transmission, dissemination or other use, or taking of any action in reliance upon this message by persons or entities other than the intended recipient is strictly prohibited and may be unlawful. Communication by email is not a secure medium and, as part of the transmission process, this message may be copied to servers operated by third parties while in transit. If you received this message in error, please immediately contact the sender by reply email and delete it from your computer, including any attachments.

TAB 16

BETA ED&D PURCHASES CONTRACT - SPOT BUY PO #4300237222

Dedicated GM Equipment & Tools / BETA tools (Line Item 5000410)

GM Owned Tooling
(pick up)

All values identified
in \$CAD

EQUIPMENT COMPLETED AND PAID FOR:	Qty	Invoice Number	Location (as of 26Feb18)	Invoice Date	Payment Date	Balance Remaining on Supplier Invoice
Battery Testers	12	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17	-
NVH Booth for Analysis [recording and measuring equipment]	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	-
		SI026642 (P7)		28-Oct-16	06-Dec-16	-
Motor Dyno, Drive Unit Performance (In-House)		SI022805 (P11)		06-Mar-17	18-Apr-17	-
	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17	-
		SI026642 (P7)		28-Oct-16	06-Dec-16	-
		SI022306 (P8)		20-Dec-16	31-Jan-17	-
Motor Dyno, Motor Performance (In-House)	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
		SI022306 (P8)		20-Dec-16	31-Jan-17	-
		SI022804 (P10)		03-Mar-17	18-Apr-17	-
		SI025541 (P17)		15-Sep-17	12-Dec-17	-
Drive Unit Dyno (4 Unit Tester)	1	SI026642 (P19)	Magna	22-Dec-17		24,000
		SI022804 (P10)		03-Mar-17	18-Apr-17	-
		SI025517 (P16)		14-Sep-17	12-Dec-17	-
Motor Dyno (4 Unit Tester)	1	SI026642 (P19)	Magna	22-Dec-17		44,975
		SI023414 (P12)	Magna	10-May-17	06-Jun-17	-
Transformer	1	SI022805 (P11)	Magna	06-Mar-17	18-Apr-17	-
Transformer for Optimus Dyno	1	SI025192 (P15)	Magna	31-Aug-17	19-Sep-17	-
Encoder	1	SI022804 (P10)	Magna	03-Mar-17	18-Apr-17	-
		SI025192 (P15)	Magna	31-Aug-17	19-Sep-17	-
Machining of adapter for Dyno Optimus Motor	1	SI026642 (P19)	Magna	22-Dec-17		1,145
Power Supply Motor Test Dyno	1	SI022805 (P11)	Magna	06-Mar-17	18-Apr-17	0

Material Cost Pass Through (Line Item 5000210)

	Qty	Invoice	Location	Invoice Date	Payment Date	Balance Remaining on Supplier Invoice
Drive Unit tear downs	9	SI019473 (P1) - SI021722 (P7)	BionX	Spending from April 2016 ~ Dec 2016		-
Competitive Bikes						
Bosch Test Units Instrumented for testing	5	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17	0
Gear Test Rig	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17	0
Yokogawa Precision Power Analyzer	1	SI022307 (P9)	BionX	20-Dec-16	31-Jan-17	0
Power Supplies - Lagen 50-30-LAN (test equipment)	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17	0
Gear test rig	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17	0
Dyno - environmental test assembly station	1	SI025517 (P16)	Magna	14-Sep-17	12-Dec-17	0
SLS models	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17	0
Bosch bikes - (5) Cube Touring Hybride 400 Blue & Blue	1	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17	0
10 samples of each cover including cost of coil	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17	0

S/A model battery components	1	SI022307 (P9)	BionX	20-Dec-16	31-Jan-17	0
OPTA000002 3 channel power supply for N2780A series	1	SI026643 (P20)	BionX	22-Dec-17	8,178	0
OPTA000002 Can USB adapters for testing and calibration	1	SI026642 (P19)	BionX	22-Dec-17	7,841	0
laser weld clamp fixture	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17	0
OPTC000226 Tools and fixtures for OPTC000226	1	SI026642 (P19)	BionX	22-Dec-17	5,755	0
OPTC000375 Rev X1 Socket tool - lock nut, chain ring	1	SI026642 (P19)	BionX	22-Dec-17	3,500	0
cells for testing	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17	0
Miscellaneous components: test plugs, insulating sleeves, extraction tools, resistors, transistors, blade terminals, thermistor, wire, connectors, terminal blocks.	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17	0
floating gear ring test	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17	0
OPTC000194, 195 - floating gear ring isolator for test	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17	0
OPTC000210 Can USB adaptor (7)	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	0
miniature triaxial accelerometer	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17	0
custom 8s3p PCC block	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17	0
OPTA000045, OPTC000092 CAN USB adapter	1	SI026642 (P19)	BionX	22-Dec-17	1,726	0
OPTC000031, OPTC000039, OPTC000045 bore & ring gauges, adapters	1	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17	0
OPTA000045, OPTC000092 CAN USB adapter	1	SI026643 (P20)	BionX	22-Dec-17	1,070	0
OPTC000057 fixed ind. probe lead, IC driver half bridge, ferrite clip-on, test lead, ferrite core, TVS Diode, N-Channel, Mosfet, 12V regulator and diode, inverter & consulting	1	SI025517 (P16)	BionX	14-Sep-17	12-Dec-17	0
connectors/MNF/bluetooth module	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17	0
OPTA000002 USB-8473, 1 port high-speed can interface	1	SI026643 (P20)	BionX	22-Dec-17	950	0
Misc. items including: right angle pin, straight pin, connectors, multilayer ceramic	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17	0
(3) Can USB adaptors	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17	0
BMX Singl Cassette Cogz Steel 15 Tooth Sugino Track Chain Ring Black	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17	0
OPTC0000289 - adapter stand - dyno showbike motor	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17	0
OPTA000002 Wedge foam panels for sound chamber	1	SI026643 (P20)	BionX	22-Dec-17	738	0
OPTA000002 500w brushless AC controller evaluation kit with bluetooth for motor testing	1	SI026642 (P19)	BionX	22-Dec-17	634	0
CAN USB adapter includes drivers	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17	0
Misc items - Control cards with piccolo, debug probes	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17	0
Misc small parts (caps, rivets, washers, foam sheet, wire, etc)	1	SI026643 (P20)	BionX	22-Dec-17	536	0
OPTA000002 Chain rings, SS conversion kits	1	SI026642 (P19)	BionX	22-Dec-17	397	0
OPTA000003 Ultra-Linear Measurement Condenser Microphone Electronics	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	0
Misc items - Control cards with piccolo, debug probes	1	SI022805 (P11)	BionX	06-Mar-17	18-Apr-17	0
OPTA000003 Phantom power supply	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	0
BAC TTL Communication Harness	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	0
flat cables	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17	0
OPTA000003 Acoustical wedge foam panels	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	0
Premium phantom cables xlr female to bnc male unbalanced cable	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	0
Ricardo units	5	SI019473 (P1) - SI021722 (P7)	BionX	Spending from April 2016 ~ Dec 2016	-	0
Production Validation Drive Units (Magna Validation Test Stopped on 15FEB)	17	PO4300554647	BionX	22-Sep-17	103,071	134,403

GM Owned Manufacturing Tools PO# #4300237222 SODW Defined: Section 11

Tool Number	Tool Name	Qty	Invoice Number	Location	Invoice Date	Payment Date	Outstanding
OPTT000027	Stator Gluing Fixture	60	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000001	Sun gear holding fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000002	Magnet holding fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000004	Magnet holding tool	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000006	Magnet seat tool	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
	Gauss Meter	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	-
	degauss machine	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	-
OPTT000012	Grease trap locating fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000013	Grease trap, bearing and spacer locating	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000014	Grease trap coining tool 1	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000034	Grease trap coining tool 2	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000008	Pin locating fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000010	Pin adjustment tool	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000011	Rivet Gun	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000031	nest for planet carrier	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000032	pressing tool, planet carrier	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000017	Nest Output Shaft	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17	-
OPTT000018	Press Tool Output Shaft	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17	-
OPTT000023	Nest RHH	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000024	Tool RHH	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000020	Clutch race adapter bearing Nest	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17	-
OPTT000021	Clutch race adapter bearing tool	1	SI025192 (P15)	BionX	14-Sep-17	17-Oct-17	-
OPTT000036	Torque Flange Fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
no tool numbers	Press operation 1	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
no tool numbers	Press operation 2	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
no tool numbers	Press operation 3	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000051	LHH Seat fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000026	Fixture	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17	-
OPTT000037	Arbor press inverter cover	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17	-
OPTT000019	Plug arbor press	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17	-

OPTT000040	side cutter	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17	-
OPTT000043	pliers	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17	-
TG-10	Torque Gun (Delta Regis)	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17	-
OPTT000045	Die Press Tool Sun gear	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000046	Die Press Tool pool ring	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000047	Clip ring tool 1 lower sun gear	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000048	Clipping tool 2 upper sun gear	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000049	Clipping tool 3 crank shaft	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000052	Fixture seal grease barrier	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000053	Clip ring tool 4	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTT000033	Torque Tube Fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000028	Final assembly merging tool	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000029	Alignment pins	6	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000030	motor final ASSY fixture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTT000054	Motor torque holding jig	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
	Torque Wrench	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
	Pole Assembly with heat stake post	1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17	-
OPTA000008	Pole Assembly with heat stake post winding samples	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17	-
OPTC000027	3M tape sheet - tooling	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17	-
OPTA0000203	holding /machining fixture to manufacture	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
Misc. Parts - e.g. Crimpers, Spacers, Standoffs, Screws, Cables, Headers, etc.		1	SI022804 (P10)	BionX	03-Mar-17	18-Apr-17	-
OPTC0000244, 054	Machining of mounting plate & Inverter cover one of each	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17	-
GM motor stator glue setting fixture		1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTC000031, OPTC000039, OPTC000045	bore & ring gauges, adapters	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTC000094	- teflon plate for beta	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17	-
OPTA0000100	Pneumatic dispenser, mixer element	1	SI026643 (P20)	BionX	22-Dec-17		1,054
OPTA0000014	Pin alignment tool head	1	SI026642 (P19)	BionX	22-Dec-17		1,050

Tooling stator epoxy fixture	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
Misc. items: Inner/Outer Tube, Aluminum base stripped pin, washer skating tool	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTC000410 Grease shield - stator	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	-
OPTC000406 mounting plate, OPTC000407 mounting ring	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17	-
OPTC000031, OPTC000039, OPTC000045 bore & ring gauges, adapters	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
Miscellaneous components: test plugs, insulating sleeves, extraction tools, resistors, transistors, blade terminals, thermistor, wire, connectors, terminal blocks	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
Female socket connector, thermal liquid gap filler, mixing nozzles & cartages	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17	-
OPTC000038 DC Gaussmeter model HS#582 - torque tube	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	-
OPTA000014 pin alignment tool - carrier	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
crank seal and spline block	1	SI025192 (P15)	BionX	31-Aug-17	19-Sep-17	-
OPTC000027, OPTC000032, OPTC000372 machining socket tool, aluminum ring isolator & LH housing	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
OPTC000027 modify ring fixture and 3 pcs of ring	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17	-
adhesive mounting base, anodized aluminum, 4-40 integral stud	1	SI025191 (P14)	BionX	31-Aug-17	19-Sep-17	-
Hard anodizing of fixture cap	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17	-
OPTC000383 rotor shaft, OPTC000360 base plate, OPTC000368 post	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17	-
stator shipping disk	1	SI023415 (P13)	BionX	10-May-17	06-Jun-17	-
OPTC000412 Trap holder	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	-

Flexible shaft coupling iron hub with set screw	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17	-
Misc. Parts - e.g. Embedded Evaluation Board, Heat shrink tube, led panel indicator, debugger, crimp pin/sockets, electronic components, etc.	1	SI023414 (P12)	BionX	10-May-17	06-Jun-17	-
OPTA0000014 Washer staking tool	1	SI026642 (P19)	BionX	22-Dec-17		230
Scriber for hardened steel & stainless steel straight retractable tip	1	SI026114 (P18)	BionX	31-Oct-17	12-Dec-17	-
OPTA000006 stator weld fixture	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17	-
Modify dyno adapter as per instructions, machine counterbores and grind	1	SI025541 (P17)	BionX	15-Sep-17	12-Dec-17	-
crimp term male	1	SI022306 (P8)	BionX	20-Dec-16	31-Jan-17	-
OPTC0000024, OPTC0000059, OPTA0000203 misc including torque sensing tooling, wrench strap set, deep groove ball bearing, manual syringe kit	1	SI025517 (P16)	BionX	14-Sep-17	17-Oct-17	-
						2,334

Payment Details

Buyer Company:	GM of Canada	Release Creation Date:	Sep-17-2017
Auth File ID:	170911000806	Settlement Date:	Sep-19-2017
Payment Number:	NVC091020161076	Payment Amount:	1,715,789.54
Payee Name:	BIONX CANADA INC	Currency:	CAD
Payee Code:	000243829467	Payment Method:	ACH
IMAD Reference:		Status:	REMITTANCE ADVICE SENT
Payer Name:	GM of Canada	Instruction:	EMAIL
Payer Code:	0254		spatel@ridebionx.com
Bank Trace Number:			
ISO Country Code:	CA		

Details

Description:

Payment Details 1-2 of 2

All Prices are in CAD

Invoice No.	PO No.	BOL #	Invoice Date	Invoice Amt	Tax Amt	Disc/Adj Amt	Net Amt Paid	Hedge	Rate	Comments	Plant No.	Plant Desc
SI025191	4300237222		Aug-01-2017	1,091,679.49	0.00	0.00	1,715,789.54					GM CL HQ
SI025192	4300237222		Aug-01-2017	624,110.05	0.00	0.00	1,715,789.54					GM CL HQ

Payment Details 1-2 of 2

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Payment Details

Buyer Company:	GM of Canada	Release Creation Date:	Oct-15-2017
Auth File ID:	171009234659	Settlement Date:	Oct-17-2017
Payment Number:	NVC101020191536	Payment Amount:	607,022.78
Payee Name:	BIONX CANADA INC	Currency:	CAD
Payee Code:	000243829467	Payment Method:	ACH
IMAD Reference:		Status:	REMITTANCE ADVICE SENT
Payer Name:	GM of Canada	Instruction:	TXID=119035988
Payer Code:	0254		
Bank Trace Number:			
ISO Country Code:	CA		

Details

Description:

Payment Details 1-1 of 1

All Prices are in CAD

Invoice No.	PO No.	BOL #	Invoice Date	Invoice Amt	Tax Amt	Disc/Adj Amt	Net Amt Paid	Hedge	Rate	Comments	Plant No.	Plant Desc
SI025517	4300237222		Sep-01-2017	607,022.78	0.00	0.00	607,022.78					GM CL HQ

Payment Details 1-1 of 1

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Payment Details

Buyer Company:	GM of Canada	Release Creation Date:	Dec-10-2017
Auth File ID:	171205014320	Settlement Date:	Dec-12-2017
Payment Number:	NVC121020252138	Payment Amount:	979,846.90
Payee Name:	BIONX CANADA INC	Currency:	CAD
Payee Code:	000243829467	Payment Method:	ACH
IMAD Reference:		Status:	REMITTANCE ADVICE SENT
Payer Name:	GM of Canada	Instruction:	EMAIL
Payer Code:	0254		mwilletts@ridebionx.com
Bank Trace Number:			
ISO Country Code:	CA		

Details

Description:

Payment Details 1-3 of 3

All Prices are in CAD

Invoice No.	PO No.	BOL #	Invoice Date	Invoice Amt	Tax Amt	Disc/Adj Amt	Net Amt Paid	Hedge	Rate	Comments	Plant No.	Plant Desc
CR009883	4300237222		Aug-18-2017	-52,985.70	0.00	0.00	979,846.90					GM CL HQ
SI025541	4300237222		Sep-01-2017	717,598.47	0.00	0.00	979,846.90					GM CL HQ
SI026114	4300237222		Oct-01-2017	315,234.13	0.00	0.00	979,846.90					GM CL HQ

Payment Details 1-3 of 3

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G/L Account	Account	Assignment	Document Type	Document Date	Posting Date	Reference	Amount In local currency	Local Currency	Amount In doc. curr.	Document t currency	Net due date	Payment date	Terms of Payment	Document Number	Clearing Document	Clearing date
4411000000	243829467	20160428	71	04/27/2016	04/28/2016	SI019473	-187,499.88 CAD	CAD	-187,499.88 CAD		06/13/2016	06/13/2016	47WK	5103866350	1020012001	07/26/2016
4411000000	243829467	20160527	71	05/26/2016	05/27/2016	SI019833	-256,547.00 CAD	CAD	-256,547.00 CAD		07/12/2016	07/12/2016	47WK	5103985183	1020012001	07/26/2016
4411000000	243829467	20160628	71	06/27/2016	06/28/2016	SI020279	-399,363.03 CAD	CAD	-399,363.03 CAD		08/13/2016	08/13/2016	47WK	5104104279	1090049727	07/20/2016
4411000000	243829467	20160628	79	06/27/2016	07/05/2016	SI020279	-399,363.03 CAD	CAD	-399,363.03 CAD		08/13/2016	08/13/2016	47WK	1090046443	1090049727	07/20/2016
4411000000	243829467	20160707	71	06/27/2016	07/07/2016	SI020279	-399,363.03 CAD	CAD	-399,363.03 CAD		08/13/2016	08/13/2016	47WK	5104141720	1020013338	08/16/2016
4411000000	243829467	20160816	71	08/05/2016	08/16/2016	SI020818	-730,881.02 CAD	CAD	-730,881.02 CAD		09/21/2016	09/21/2016	47WK	5104298709	1020015730	09/27/2016
4411000000	243829467	20160919	71	09/01/2016	09/19/2016	SI021249	-360,887.95 CAD	CAD	-360,887.95 CAD		10/18/2016	10/18/2016	47WK	5104439502	1020017149	10/18/2016
4411000000	243829467	20160919	71	09/09/2016	09/19/2016	SI021250	-437,802.12 CAD	CAD	-437,802.12 CAD		10/26/2016	10/26/2016	47WK	5104439041	1020017993	11/01/2016
4411000000	243829467	20161028	71	10/21/2016	10/28/2016	SI021722	-862,232.12 CAD	CAD	-862,232.12 CAD		12/04/2016	12/04/2016	47WK	5104959564	1020022138	12/06/2016
4411000000	243829467	20161220	71	12/16/2016	12/20/2016	SI022307	-330,892.84 CAD	CAD	-330,892.84 CAD		01/29/2017	01/29/2017	47WK	5105780431	1020005493	01/31/2017
4411000000	243829467	20161221	71	12/01/2016	12/21/2016	SI022328	-377,791.54 CAD	CAD	-377,791.54 CAD		01/14/2017	01/14/2017	47WK	5105822223	1020002747	01/17/2017
4411000000	243829467	20170303	71	03/01/2017	03/03/2017	SI022804	-364,046.31 CAD	CAD	-364,046.31 CAD		04/14/2017	04/14/2017	47WK	5106909901	1020018058	04/18/2017
4411000000	243829467	20170306	71	03/02/2017	03/06/2017	SI022805	-327,554.59 CAD	CAD	-327,554.59 CAD		04/15/2017	04/15/2017	47WK	5106986693	1020018058	04/18/2017
4411000000	243829467	20170221	71	12/01/2016	02/21/2017	CR008883	11,355.70 CAD	CAD	11,355.70 CAD		12/01/2016	12/01/2016	47WK	5106679084	1020018058	04/18/2017
4411000000	243829467	20170510	71	04/18/2017	05/10/2017	SI023414	-476,388.03 CAD	CAD	-476,388.03 CAD		06/01/2017	06/01/2017	47WK	5108035217	1020027180	06/06/2017
4411000000	243829467	20170510	71	04/19/2017	05/10/2017	SI023415	-467,327.43 CAD	CAD	-467,327.43 CAD		06/02/2017	06/02/2017	47WK	5108035234	1020027180	06/06/2017
4411000000	243829467	20170831	71	08/01/2017	08/31/2017	SI025192	-624,110.05 CAD	CAD	-624,110.05 CAD		09/14/2017	09/14/2017	47WK	5109754799	1020161076	09/19/2017
4411000000	243829467	20170831	71	08/01/2017	08/31/2017	SI025191	-1,091,679.49 CAD	CAD	-1,091,679.49 CAD		09/14/2017	09/14/2017	47WK	5109755306	1020161076	09/19/2017
4411000000	243829467	20170918	71	08/03/2017	09/18/2017	SI025058	-52,985.70 CAD	CAD	-52,985.70 CAD		09/16/2017	09/16/2017	47WK	5110004088	1020176028	10/03/2017
4411000000	243829467	20170914	71	09/01/2017	09/14/2017	SI025517	-607,022.78 CAD	CAD	-607,022.78 CAD		10/15/2017	10/15/2017	47WK	5109965073	1020191536	10/17/2017
4411000000	243829467	20170915	71	09/01/2017	09/15/2017	SI025541	-717,598.47 CAD	CAD	-717,598.47 CAD		10/15/2017	10/15/2017	47WK	5109979605	1020252138	12/12/2017
4411000000	243829467	20171031	71	10/01/2017	10/31/2017	SI026114	-315,234.13 CAD	CAD	-315,234.13 CAD		11/14/2017	11/14/2017	47WK	5110582796	1020252138	12/12/2017
4411000000	243829467	20171019	71	08/18/2017	10/19/2017	CR009883	52,985.70 CAD	CAD	52,985.70 CAD		08/18/2017	08/18/2017	47WK	5110441184	1020252138	12/12/2017
										Paid						
										-8,923,503.08 CAD						

TAB 17

Kim Ferreira

Subject: RE: E-SERVICE - Stronach Consulting Corp. v. BionX Canada Inc. Court File No. CV-18-592741-00CL - Application Record

From: Haddon Murray [<mailto:HMurray@stikeman.com>]

Sent: Friday, February 23, 2018 6:07 PM

To: Haddon Murray <HMurray@stikeman.com>; Roman.Doroniuk@stronachgroup.com; jane.lynn@stronachgroup.com; john.simonetti@stronachgroup.com; jdietrich@casselsbrock.com; fgingl@bionx.com; sweisz@btzlaw.ca; Michael.Creber@ca.gt.com; Mark W Fischer <mark.w.fischer@gm.com>; diane.winters@justice.gc.ca; denise.coulter@canada.ca; kevin.ohara@ontario.ca; Jason.Knight@ca.gt.com

Cc: Monica Palko <MPalko@stikeman.com>; Peter Howard <PHoward@stikeman.com>; Ed Waitzer <EWaitzer@stikeman.com>

Subject: [EXTERNAL] E-SERVICE - Stronach Consulting Corp. v. BionX Canada Inc. Court File No. CV-18-592741-00CL - Application Record

We are counsel to Stronach Consulting Corp.

Stronach Consulting Corp will bring an application before the Ontario Superior Court [Commercial List] at at **10:00 a.m. on Tuesday, February 27, 2018 at 330 University Avenue, Toronto, Ontario** seeking an order:

- (a) abridging the time for service of the Notice of Application and Application Record;
- (b) appointing Grant Thornton Limited as receiver, over the assets, property and undertakings of BionX Canada Inc. ("**BionX**");
- (c) approving a marketing and sale process for the assets of BionX;
- (d) granting a super-priority charge over the assets of BionX in favour of the Proposed Receiver to secure the payment of its fees and disbursements and the fees and disbursements of its counsel; and
- (e) granting a super-priority charge over the assets of BionX to secure the payment of amounts borrowed to fund the Receivership.

Please find attached the Application of Record of Stronach Consulting Corp in connection with the Receivership Application.

Regards,

Haddon Murray

Haddon Murray
Tel : (416) 869-5239
hmurray@stikeman.com

Stikeman Elliott LLP Barristers & Solicitors

5300 Commerce Court West, 199 Bay Street, Toronto, ON M5L 1B9 Canada

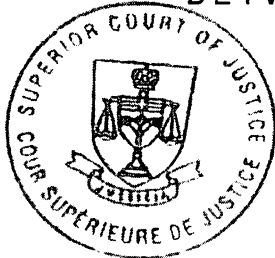
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**ONTARIO
SUPERIOR COURT OF JUSTICE - COMMERCIAL LIST**

BETWEEN:



STRONACH CONSULTING CORP.

Applicant

- and -

BIONX CANADA INC.

Respondent

NOTICE OF APPLICATION

TO THE RESPONDENT:

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing on Tuesday, February 27th, 2018, at 10:00 a.m., at 330 University Ave., Toronto, Ontario on the 8th floor.

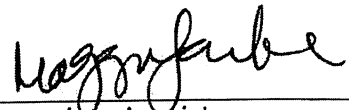
IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the *Rules of Civil Procedure*, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least four days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: February 23, 2018

Issued by


Local registrar

Address of «court office address»
court office

TO: The Service List

**330 UNIVERSITY AVENUE
7th FLOOR
TORONTO, ONTARIO
M5G 1R7**

APPLICATION

1. The applicant makes application for an Order substantially in the form attached to the Motion Record at tab 3:

- (a) abridging the time for service of the Notice of Application and Application Record and declaring that this motion is properly returnable on Tuesday, February 27th, 2018 and dispensing with further service thereof;
- (b) appointing Grant Thornton Limited ("**GT**" or the "**Proposed Receiver**") as receiver, over the assets, property and undertakings of BionX (the "**Property**") pursuant to section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C-43, as amended, ("**CJA**") and subsection 243(1) of the *Bankruptcy and Insolvency Act* (Canada), R.S.C. 1985, c. B-3, as amended (the "**BIA**");
- (c) approving the marketing and sale process (the "**Proposed Sale Process**") proposed by the Proposed Receiver in its pre-filing report (the "**Pre-filing Report**");
- (d) granting a super-priority charge over the assets of BionX in favour of the Receiver to secure the payment of its fees and disbursements and the fees and disbursements of its counsel (the "**Receiver's Charge**");
- (e) granting a super-priority charge over the assets of BionX to secure the payment of amounts borrowed to fund the Receivership (the "**Receiver's Borrowings Charge**"); and
- (f) such further and other relief as may be just and equitable.

2. The grounds for the application are:

APPOINTMENT OF GT AS RECEIVER

- (a) BionX is a company incorporated under the laws of Ontario that designs and manufactures electronic propulsion systems for bicycles. BionX is headquartered and operates out of a facility located in Aurora, Ontario and employs approximately 80 employees (the "**Employees**") and 11

contractors. The Employees are not unionized or members of a registered pension plan;

- (b) BionX is indebted to the Lender pursuant to a non-interest bearing demand grid note dated January 15, 2018 (the "**Grid Note**") recording advances made by SCC to BionX from time to time. BionX has granted a security interest in substantially all of its assets to the Lender in respect of its indebtedness;
- (c) As of February 23, 2018, the aggregate indebtedness of BionX to the Lender under the Grid Note was \$21,857,408.52 (the "**Indebtedness**");
- (d) As of December 31, 2017, the total book value of BionX's liabilities exceeded the book value of its assets, excluding goodwill, by approximately \$54.7 million and BionX held only \$230,514 of cash, net of outstanding cheques.
- (e) BionX's financial situation has continued to deteriorate and on February 1, 2018, General Motors of Canada Company ("**GM**"), one of BionX's primary customers, notified BionX that it was considering commencing a claim against BionX in the approximate amount of USD \$5.3 million for alleged breaches of their purchase contract;
- (f) On February 15, 2018, the Lender made demand on BionX pursuant to the Grid Note. BionX defaulted in payment of the Grid Note. On February 19, 2018, SCC delivered a letter notifying BionX of the default and giving notice of SCC's intention to enforce its security pursuant to section 244 of the BIA;
- (g) SCC advanced further funds to BionX under the Grid Note on February 21, 2018 and on February 22, 2018 made demand for same;
- (h) On February 22, 2018, BionX acknowledged the indebtedness and consented to the enforcement of SCC's security.

- (i) All procedural formalities required of the Lender to commence this enforcement proceeding have been completed, and BionX consents to the appointment of the Proposed Receiver pursuant to the Order sought;
- (j) GT is a well-respected firm with significant experience in court appointed officer roles. GT has reviewed the financial statements provided to SCC by BionX and is familiar with the operational and financial circumstances of BionX, all of which will result in efficiencies in a receivership proceeding.
- (k) GT is a trustee within the meaning of section 2 of the BIA and has consented to act as Receiver;
- (l) Appointing GT as receiver on the terms sought is just and convenient and will (a) maximize the potential for a going concern solution for BionX in a stable and transparent court-supervised process, and (b) give any potential purchaser the benefit of an approval and vesting order for the conveyance of the Property. In addition, commencing this receivership proceeding will potentially provide a mechanism to permit the payment of employee liabilities including payment in lieu of notice and severance funded by the Lender;

APPROVAL OF SALE PROCESS

- (m) If appointed, the Proposed Receiver intends to run the Proposed Sale Process in order to find a purchaser for all or part of the BionX business and assets;
- (n) The Proposed Sale Process will proceed over a 90 day period. During this time the Receiver intends to:
 - (i) send potential bidders a solicitation letter and non-disclosure agreement ("NDA");
 - (ii) advertise the Proposed Sale Process in a Canadian newspaper;

- (iii) prepare a data room to permit those potential bidders who execute the NDA access to information regarding BionX;
 - (iv) send an information memorandum to those potential bidders who execute the NDA;
 - (v) provide a form of offer and form of agreement of purchase and sale to potential bidders; and
 - (vi) review all bids received to determine the offer with the greatest realization on the Property.
- (o) The Proposed Sale Process is supported by SCC and is fair and reasonable in the circumstances;

APPROVAL OF SUPER-PRIORITY CHARGES

- (p) SCC is prepared to fund the fees and expenses of the Proposed Receiver and its legal counsel in completing the Proposed Sales Process and the receivership mandate up to a maximum of \$1,250,000 accruing interest at 5% per annum by way of receivership certificates provided such indebtedness is secured by a court-ordered Receiver's Borrowings Charge;
- (q) The super-priority Receiver's Borrowings Charge and Receiver's Charge are fair and reasonable and consistent with the standard relief set out in the Commercial List Model Order with respect to the appointment of a Receiver;
- (r) Section 101 of the CJA;
- (s) Subsection 243(1) of the BIA;
- (t) Rules 1.04, 2.03, 3.02, 16.08 and 38 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194; and
- (u) such further grounds as this Court may permit.

3. The following documentary evidence will be used at the hearing of the application:

- (a) The Affidavit of John Simonetti sworn February 23;
- (b) The Pre-filing report of the proposed Receiver, to be filed;
- (c) the consent of GT to act as the Receiver; and
- (d) such other material as is required and this Court may permit.

February 23, 2018

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Haddon Murray LSUC# 61640P
Tel: (416) 869-5239
Fax: +1 416 947 0866

Lawyers for the Applicant

STRONACH CONSULTING CORP. and BIONX CANADA INC.
Applicant Respondent

Court File No.: ON-18-592741-00CL

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**ONTARIO
SUPERIOR COURT OF JUSTICE - COMMERCIAL
LIST**

Proceeding commenced at Toronto

NOTICE OF APPLICATION

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

Haddon Murray LSUC# 61640P
Tel: (416) 869-5239
Fax: +1 416 947 0866

Lawyers for the Applicant

TAB 18

Kim Ferreira

From: Kim Ferreira
Sent: Saturday, February 24, 2018 8:25 PM
To: Michael.Creber@ca.gt.com; Jason.Knight@ca.gt.com
Cc: Yasmine Orab; Timothy Morgan; sweisz@btzlaw.ca; cfell@btzlaw.ca; jdietrich@casselsbrock.com; fgingl@bionx.com
Subject: BionX Canada Inc. and General Motors LLC et al.
Attachments: Feb. 23, 2018 - Ltr to BionX Canada Inc..pdf

Michael and Jason,

We are legal counsel to General Motors LLC and General Motors Company of Canada (collectively "GM").

We are in receipt of the application record (the "Application Record") appointing Grant Thornton LLP receiver ("Receiver") of BionX Canada Inc. ("BionX"). As outlined in the Application Record, BionX previously contracted with GM to supply and manufacture motor assembly drive units (the "Drive Units") for GM. The contractual relationship between GM and BionX is governed by GM's purchase orders and the corresponding terms and conditions (the "Terms and Conditions"). In order for BionX to manufacture the Drive Units, GM supplied it with certain tooling and equipment (the "Tooling and Equipment"). The Terms and Conditions, at Section 22, provide that the Tooling and Equipment is the sole property of GM and that GM can demand and BionX is obligated to deliver up the Tooling and Equipment to GM.

As you are further aware, by January of 2018, BionX began to default on its contractual obligations to GM and, accordingly, on February 1, 2018, GM requested that BionX remedy the defaults.

On February 23, 2018, GM sent a letter (the "Termination Letter") to BionX (copy enclosed) advising, among other things, that because of BionX's failure to remedy its defaults that GM was terminating its contractual relationship with BionX and that GM would be attending on Monday, February 26, 2018, at the premises of BionX to recover its Tooling and Equipment.

Following delivery of the Termination Letter, BionX wrote an email acknowledging that the Tooling and Equipment remained the property of GM, but that it required additional time to determine if any amounts remain outstanding. Following receipt of the email, we received notice of the Application Record. Pursuant to section 11 of the Terms and Conditions, upon the appointment of a Receiver over BionX, GM is permitted to terminate its contractual relationship with BionX without further liability to BionX.

We are now writing to you, in your capacity as the Receiver of BionX, to repeat GM's request to be permitted access on Monday, February 26, 2018, to the BionX facilities, and those of Magna Closures facilities, where GM's Tooling and Equipment are being stored. GM will agree that the sole purpose of its February 26, 2018 access is to account for the Tooling and Equipment, but not to remove it. Subject to your agreement, following GM's completion of its review and accounting of the Tooling and Equipment, we will organize with you a date during the week of February 26th for the organized removal of the Tooling and Equipment by GM.

GM is also ready to verify what Tooling and Equipment has been fully paid (such items are reflected in the Termination Letter.) As to Tooling and Equipment for which amounts remains outstanding, GM is further prepared to pay the unpaid balance of the purchase order price into Court prior to GM's removal of the Tooling and Equipment.

In the event that you are not agreeable to GM's request, then we have instructions to attend on Tuesday, February 27, 2018, at the return of the Application to appoint your firm Receiver, to seek an Order from the Court to allow GM access to BionX's premises for the removal of the Tooling and Equipment consistent with the terms outlined above.

GM retains and does not waive any rights and remedies that are available to GM under applicable law.

Please advise if you want to have a brief call to discuss or if you require anything further from GM.

Thank you,

Kim Ferreira



Speigel Nichols Fox LLP
Tel: 905.366.9700 ext. 229
Fax: 905.366.9707
30 Eglinton Ave W., Suite 400
Mississauga, ON L5R 3E7
<http://ontlaw.com/bio/kim-ferreira/>

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TAB 19

Kim Ferreira

From: Steven Weisz <sweisz@btzlaw.ca>
Sent: Sunday, February 25, 2018 7:38 PM
To: Kim Ferreira
Cc: Michael.Creber@ca.gt.com; Jason.Knight@ca.gt.com; Yasmine Orab; Timothy Morgan; Caitlin Fell; jdietrich@casselsbrock.com; fginkl@bionx.com
Subject: Re: BionX Canada Inc. and General Motors LLC et al.
Attachments: image001.png

Good evening Kim

As you know we are counsel to the proposed receiver Grant Thornton Limited. The application for the appointment of Grant Thornton Limited as court appointed receiver of the BionX is scheduled to be heard on Tuesday, February 27, 2018. We understand that arrangements have been made between your client and BionX for your client to attend the premises tomorrow to look at the tooling and equipment your client claims is its property, but not touch or label anything. I am advised that Jane Dietrich, who is copied, will confirm the accuracy of my understanding.

Thanks,
Steve

Steve Weisz
Partner
Brauti Thorning Zibarras LLP
Phone: 416-304-6522
Mobile: 647-295-2616

On Feb 24, 2018, at 8:25 PM, Kim Ferreira <kim@ontlaw.com<mailto:kim@ontlaw.com>> wrote:

Michael and Jason,

We are legal counsel to General Motors LLC and General Motors Company of Canada (collectively "GM").

We are in receipt of the application record (the "Application Record") appointing Grant Thornton LLP receiver ("Receiver") of BionX Canada Inc. ("BionX"). As outlined in the Application Record, BionX previously contracted with GM to supply and manufacture motor assembly drive units (the "Drive Units") for GM. The contractual relationship between GM and BionX is governed by GM's purchase orders and the corresponding terms and conditions (the "Terms and Conditions"). In order for BionX to manufacture the Drive Units, GM supplied it with certain tooling and equipment (the "Tooling and Equipment"). The Terms and Conditions, at Section 22, provide that the Tooling and Equipment is the sole property of GM and that GM can demand and BionX is obligated to deliver up the Tooling and Equipment to GM.

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On February 23, 2018, GM sent a letter (the "Termination Letter") to BionX (copy enclosed) advising, among other things, that because of BionX's failure to remedy its defaults that GM was terminating its contractual relationship with BionX and that GM would be attending on Monday, February 26, 2018, at the premises of BionX to recover its Tooling and Equipment.

Following delivery of the Termination Letter, BionX wrote an email acknowledging that the Tooling and Equipment remained the property of GM, but that it required additional time to determine if any amounts remain outstanding. Following receipt of the email, we received notice of the Application Record. Pursuant to section 11 of the Terms and Conditions, upon the appointment of a Receiver over BionX, GM is permitted to terminate its contractual relationship with BionX without further liability to BionX.

We are now writing to you, in your capacity as the Receiver of BionX, to repeat GM's request to be permitted access on Monday, February 26, 2018, to the BionX facilities, and those of Magna Closures facilities, where GM's Tooling and Equipment are being stored. GM will agree that the sole purpose of its February 26, 2018 access is to account for the Tooling and Equipment, but not to remove it. Subject to your agreement, following GM's completion of its review and accounting of the Tooling and Equipment, we will organize with you a date during the week of February 26th for the organized removal of the Tooling and Equipment by GM.

GM is also ready to verify what Tooling and Equipment has been fully paid (such items are reflected in the Termination Letter.) As to Tooling and Equipment for which amounts remains outstanding, GM is further prepared to pay the unpaid balance of the purchase order price into Court prior to GM's removal of the Tooling and Equipment.

In the event that you are not agreeable to GM's request, then we have instructions to attend on Tuesday, February 27, 2018, at the return of the Application to appoint your firm Receiver, to seek an Order from the Court to allow GM access to BionX's premises for the removal of the Tooling and Equipment consistent with the terms outlined above.

GM retains and does not waive any rights and remedies that are available to GM under applicable law.

Please advise if you want to have a brief call to discuss or if you require anything further from GM.

Thank you,

Kim Ferreira

<image001.png>

Speigel Nichols Fox LLP

Tel: 905.366.9700 ext. 229

Fax: 905.366.9707

30 Eglinton Ave W., Suite 400

Mississauga, ON L5R 3E7

<http://ontlaw.com/bio/kim-ferreira/>

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<Feb. 23, 2018 - Ltr to BionX Canada Inc..pdf>

TAB 20

Kim Ferreira

From: Dietrich, Jane <jdietrich@casselsbrock.com>
Sent: Sunday, February 25, 2018 7:43 PM
To: Steven Weisz
Cc: Kim Ferreira; Michael.Creber@ca.gt.com; Jason.Knight@ca.gt.com; Yasmine Orab; Timothy Morgan; Caitlin Fell; fgingl@bionx.com
Subject: Re: BionX Canada Inc. and General Motors LLC et al.

Kim - Steve accurately reflects my understanding as well - that BionX and GM have made arrangements for an inspection tomorrow morning.

Jane

> On Feb 25, 2018, at 7:38 PM, Steven Weisz <sweisz@btzlaw.ca> wrote:

>

> Good evening Kim

>

> As you know we are counsel to the proposed receiver Grant Thornton Limited. The application for the appointment of Grant Thornton Limited as court appointed receiver of the BionX is scheduled to be heard on Tuesday, February 27, 2018. We understand that arrangements have made between your client and BionX for your client to attend the premises tomorrow to look at the tooling and equipment your client claims is its property, but not touch or label anything. I am advised that Jane Dietrich, who is copied, will confirm the accuracy of my understanding.

>

> Thanks,

> Steve

>

>

> Steve Weisz

> Partner

> Brauti Thorning Zibarras LLP

> Phone: 416-304-6522

> Mobile: 647-295-2616

>

>

>

> On Feb 24, 2018, at 8:25 PM, Kim Ferreira <kim@ontlaw.com<mailto:kim@ontlaw.com>> wrote:

>

> Michael and Jason,

>

> We are legal counsel to General Motors LLC and General Motors Company of Canada (collectively "GM").

>

> We are in receipt of the application record (the "Application Record") appointing Grant Thornton LLP receiver ("Receiver") of BionX Canada Inc. ("BionX"). As outlined in the Application Record, BionX previously contracted with GM to supply and manufacture motor assembly drive units (the "Drive Units") for GM. The contractual relationship between GM and BionX is governed by GM's purchase orders and the corresponding terms and conditions (the "Terms and Conditions"). In order for BionX to manufacture the Drive Units, GM supplied it with certain tooling and equipment (the "Tooling and Equipment"). The Terms and Conditions, at Section 22, provide that the Tooling and Equipment is the sole property of GM and that GM can demand and BionX is obligated to deliver up the Tooling and Equipment to GM.

>

> As you are further aware, by January of 2018, BionX began to default on its contractual obligations to GM and, accordingly, on February 1, 2018, GM requested that BionX remedy the defaults.

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> Kim Ferreira

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> Mississauga, ON L5R 3E7

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TAB 21

Kim Ferreira

From: Kim Ferreira
Sent: Sunday, February 25, 2018 9:08 PM
To: Dietrich, Jane; Steven Weisz
Cc: Michael.Creber@ca.gt.com; Jason.Knight@ca.gt.com; Yasmine Orab; Timothy Morgan; Caitlin Fell; fgingl@bionx.com; James Grout
Subject: RE: BionX Canada Inc. and General Motors LLC et al.

Steve and Jane,

Your understanding is correct. GM will attend at BionX tomorrow morning at 8 a.m. to meet with BionX's representatives to review and take an accounting of GM's Tooling and Equipment.

Thank you,

Kim

-----Original Message-----

From: Dietrich, Jane [mailto:jdietrich@casselsbrock.com]
Sent: Sunday, February 25, 2018 7:43 PM
To: Steven Weisz <sweisz@btzlaw.ca>
Cc: Kim Ferreira <kim@ontlaw.com>; Michael.Creber@ca.gt.com; Jason.Knight@ca.gt.com; Yasmine Orab <yasmineo@ontlaw.com>; Timothy Morgan <timothy@ontlaw.com>; Caitlin Fell <cfell@btzlaw.ca>; fgingl@bionx.com
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STRONACH CONSULTING CORP.
Applicant

-and- BIONX CANADA INC.
Respondent

No. CV-18-592741-00CL

Ontario
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

PROCEEDINGS COMMENCED IN
TORONTO

MOTION RECORD

OF THE MOVING PARTIES GENERAL MOTORS LLC AND
GENERAL MOTORS OF CANADA COMPANY

SPEIGEL NICHOLS FOX LLP
30 Eglinton Avenue West, Suite 400
Mississauga ON L5R 3E7

Kim Ferreira
LSUC No. 51020L
kim@ontlaw.com

Tel - 905-366-9700 ext. 229
Fax – 905-366-9707

Lawyers for General Motors LLC
and General Motors of Canada Company

RCP-E 4C (May 1, 2016)