

Dear Supplier:

Your organization has requested to become an EDI capable Indirect Supplier to General Motors.
****IMPORTANT ** Indirect Suppliers to GM are those that supply non-product materials, or those materials that do not go on assembled vehicles. Please contact your buyer if you are unsure. These instructions do not pertain to Product suppliers.**

To enable your organization to receive indirect purchasing transactions via Electronic Data Interchange (EDI), the following documents must be read and completed along with this letter. The following documents are: (1) the EDI Trading Partner Implementation Steps listing the actions in sequence that must be completed before becoming a GM EDI purchasing supplier, (2) the Electronic Data Interchange Trading Partner Agreement (EDITPA), including Appendices A and B, that must be signed before EDI testing may be performed to permit the actual exchange of purchasing data electronically, (3) the Supplier Information Request form, and (4) the EDS Elit Location Profile - Purchasing Only form.

Please prepare to participate with GM in this endeavor. Once you have completed the process, all North American GM Purchasing locations that have EDI capabilities will be notified that your organization has been certified to exchange the following types of transactions:

Request for Quotation	840
Response to Request for Quotation	843
Purchase Order	850
Purchase Order Change Request	860

It is mandatory that your organization be able to exchange the transaction sets listed above. Please note that EDI Transaction 997 (Functional Acknowledgment) sets must not be returned to GM for the 840, 850, and 860.

When the EDITPA is completed, signed and dated by your organization, it is to be mailed to the address on the bottom of the last page.

Please fill out the Electronic Data Interchange Trading Partner Agreement (EDITPA) by including your name, address and state of incorporation for your company, the date the EDITPA was filled out and the appropriate signatures. All three pages of the EDITPA must be returned along with the suppliers Information Request form.

The following mandatory information must also be provided to GM for all of your locations that are to be covered by the agreement on the Supplier Information form: entire name, mailing and physical address (if it is different from the mailing address), DUNS number (a unique number for each location) and telephone number. The facility that will receive and send EDI messages must be listed first and indicated as the Master Location. All future EDI correspondence will be sent to the Master Location.

Sincerely,

Donna Lashbrook
(313) 227-0154

Attachments

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (The "Agreement") is made as of _____, 20____, by and between General Motors Company ("GM"), with offices at 300 Renaissance Center, Detroit, Michigan and ("Supplier"), a _____ corporation, with offices at _____.

RECITALS

GM and Supplier desire to facilitate purchase and sale transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper documents and to assure that such Transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

Section 1. Prerequisites.

- 1.1 Documents: Standards. Each party may electronically transmit to or receive from the other party any of the transaction sets listed in Appendix A, entitled "Transaction Sets", and other transaction sets which the parties may agree to from time to time (collectively "Documents"). All Documents shall be transmitted in accordance with the standards set forth in the most current GM Corporate Guidelines for ANSI X-12, as modified from time to time. Documents may be transmitted between GM locations and the locations of Supplier which have been tested and approved by GM for EDI in accordance with the applicable GM implementation guideline.
- 1.2 Third Party Service Providers. Documents will be transmitted electronically to each party either directly or through a third party service provider ("Provider"). Unless otherwise agreed to in writing, each party shall be responsible for the costs of any Provider with which it contracts.
- 1.3 System Operations. Each party is responsible for ensuring that it can effectively and reliably transmit and receive Documents.
- 1.4 Security Procedures. Each party shall take reasonable actions, including any specified as an attachment to this Agreement, reasonably sufficient to prevent unauthorized transmissions and protect all Documents from improper access, modification, interception, or retrieval.
- 1.5 Signatures. If either party transmit a Document using any network access device or password of such party, such Document will be deemed "signed" and "executed" by such party. Each party waives any defense to the enforceability of any contract formed as a result of the transmission of such Document on the ground that it was not "signed" or "executed" by the party.

Section 2. Transmissions.

- 2.1 **Proper Delivery.** Documents shall be deemed properly delivered by the sender when transmitted to the receiving party's designated receipt terminal, Provider or electronic mailbox whichever shall occur first.
- 2.2 **Proper Receipt.** Documents shall be deemed properly received by the receiving party when accessible at such party's designated receipt terminal, Provider or electronic mailbox. Unless otherwise agreed to in writing, the receiving party is not required to transmit a functional acknowledgment in return.
- 2.3 **Acceptance.** If the parties agree in writing that notification of acceptance of the terms of a Document is required, any such Document even though properly received, shall not give rise to any obligation unless and until the party receiving such Document has properly delivered in return an acceptance Document or application acknowledgment.
- 2.4 **Garbled Transmissions.** If any properly delivered Document is received in an unintelligible or garbled form (i.e., one which cannot be completely translated) the receiving party shall promptly notify the originating party (if identifiable from the received Document) in a reasonable manner. In the absence of such a notice, the originating party's records of the contents of such Document shall control.

Section 3. Transaction Terms.

- 3.1 **Terms and Conditions.** Any Transaction made pursuant to this Agreement shall be subject to GM's purchase order terms and conditions in effect at the time of the Transaction. GM's current purchase order terms and conditions are attached as Appendix B. GM's current purchase order terms and conditions, as may be modified from time to time, are posted on the web at <http://www.gmsupplypower.com>.
- 3.2 **Validity & Enforceability.** This Agreement has been signed by the parties to evidence their mutual intent to create binding obligations pursuant to the electronic transmission and receipt of Documents which contain some or all of the terms of such obligations. Any Document properly transmitted pursuant to this Agreement shall be considered to be a "writing" or "in writing".
- 3.3 **International Transactions.** International transactions made pursuant to this Agreement shall also be subject to terms and conditions in Appendix B. In addition, such transactions shall be governed by and construed according to the laws of the State of Michigan as such laws are applied to contracts between residents of the State of Michigan to be performed entirely within such state, specifically excluding application of the U.N. Convention on Contracts for International Sale of Goods and the Uniform Rules of Conduct for Interchange of Trade Data by Teletransmission (UNCID). Any controversy or claim arising out of or relating to any transaction, this Agreement, or the breach thereof, shall be resolved in a United States federal or state court having jurisdiction thereof.

Section 4. Miscellaneous.

- 4.1 **Termination.** This Agreement shall remain in effect until terminated by either party with not less than ten (10) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the parties arising under any written agreement or the terms and conditions referred to in Section 3.1, or any Documents under this Agreement prior to the effective date of termination.
- 4.2 **Severability.** Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
- 4.3 **Entire Agreement.** This Agreement, including any appendix, attachment, or supplement and any other written agreements referenced in this Agreement, each of which is incorporated herein, constitutes the complete statement of agreement between the parties relating to the electronic transmission of Documents and supersede all prior representations or agreements, whether oral or written, with respect to such matters. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and assigns.
- 4.4 **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws, other than choice of law rules, of the State of Michigan.
- 4.5 **No Buy/Sell Commitment.** Nothing in this Agreement shall be deemed to create any commitment on the part of either party to buy or sell any specific goods. This Agreement is simply and solely intended to facilitate the electronic handling of Documents between the parties. Neither party shall be entitled or required to do any certain amount of business with the other, nor shall either party be required to do business with the other for any certain period of time. Commitments are made only by the Documents transmitted pursuant to this Agreement.

Each party has caused this Agreement to be properly executed on its behalf as of the date first above written.

GENERAL MOTORS COMPANY	SUPPLIER
BY _____	BY _____
(Signature)	(Signature)
NAME _____	NAME _____
(Type or Print)	(Type or Print)
TITLE _____	TITLE _____
DATE _____	DATE _____

Mail Signed Copy to: Gery Majer
Mail Stop 483-631-650
31 Judson St.
Pontiac, MI 48342

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

TRANSACTION SETS

APPENDIX A

The transaction sets covered by this agreement are listed below.

<u>Transaction Set Number</u>	<u>Transaction Set Name</u>
840	Request for Quotation
843	Response to Request for Quotation
850	Purchase Order
860	Purchase Order Change Request

All EDI information is contained in the General Motors central repository for supplier information, CSIDS (Corporate Supplier Identification Source). Once the EDI Communication code has been attached to the supplier's indicated duns number(s), EDI will commence the following day for all plants that are using the indicated duns number(s). All transaction sets are transmitted once daily during overnight processing. Current GM system transaction set capabilities as covered by this agreement are listed below.

<u>GM System</u>		<u>840</u>	<u>843</u>	<u>850</u>	<u>860</u>	<u>865</u>	
OLIMPIC	(CNQ)	S	R	S	S	-	
SMIMS	(SMD)		S	R	S	S	-

Key
R = Receive
S = Send
- = Not Active

EDI TRADING PARTNER IMPLEMENTATION STEPS

STEP	ACTIVITY	RESPONSIBILITY
1.	Supplier contacts GM Worldwide Purchasing EDI Coordinator to obtain the EDI Supplier Package.	GM/Supplier
2.	Supplier accesses www.gmsupplypower.com to obtain the GM EDI INDIRECT Supplier PURCHASING related standards if required for internal programming or by the supplier's software provider. The guidelines can be found under Document Center . Under document center you will click on Material then you will click on the following folders: -Electronic Communications (EDI) -North America -Indirect EDI (X12) Guidelines	
3.	Upon receipt of the GM EDI Purchasing standards, the supplier prepares Supplier to receive, interpret and send electronic documents for the 840, 843, 850 and 860 transaction sets.	
4.	Supplier is given a communication code by the GM NA Certification Agent	Covisint
5.	Supplier fills out the Supplier Information form being sure to include <u>all locations</u> and their respective duns numbers that the supplier wishes to have GM perform EDI with. (NOTE: All EDI transmissions are sent to the one communication code; i.e. one mailbox.)	Supplier
6.	Supplier mails completed and signed copy of the EDI Trading Partner Agreement (EDITPA) and the Supplier Information form to the address on page 3 of the EDITPA.	Supplier
7.	Upon successful review of the EDITPA and Supplier Information form, the GM EDI Coordinator notifies the EDS Electronic Commerce Service Center that the supplier is approved for EDI testing and mails a signed copy of the EDITPA to the supplier.	GM
8.	The GM NA Certification Agent contacts supplier to begin testing based on the 'Ready to Test' date provided on the Supplier Information form.	Covisint
9.	The GM NA Certification Agent sends test plan and examples to the supplier.	Covisint
10.	Supplier tests transaction sets and communicates with the Covisint Supplier has two weeks to complete testing.	EDS/Supplier
11.	The GM NA Certification Agent certifies supplier for production with GM Purchasing transaction sets and sends out a cutover letter that has to be signed by the supplier and returned by the Wednesday before cutover.	Covisint
12.	GM EDI Coordinator turns the EDI on for the supplier duns number location(s) that were indicated on the Supplier Information form. This is done within the GM central supplier repository. EDI transmissions will commence with the next day's activity.	GM

COVISINT

Checklist for Testing GM Indirect Purchasing EDI Transactions

Before EDS contacts you (#10 of the Implementation Steps), ensure that your system is set up with the following EDI information for the transactions you are testing.

1. FILENAMES (ISA 02) - AUTHORIZATION INFORMATION

The supplier should have trading partner tables set up for transactions they are testing:

<u>Transaction</u>	<u>Filename</u>	<u>Transaction Description</u>
840	EDI840TEST	Request for Quote
843	EDI843TEST	Response to Request for Quote
850	EDI850TEST	Purchase Order
860	EDI860TEST	Purchase Order Change Request

2. INTERCHANGE ID QUALIFIER (ISA 05 & ISA 07)

GM uses **ZZ** for the sender and the receiver qualifiers.

3. INTERCHANGE SENDER ID (ISA 06 & ISA 08)

SMD only is used during testing. After testing is completed the supplier will be required to do EDI transactions with SMD (SMIMS) and CNQ (OLIMPIC).

4. COMPUTER CODE

Determine which code your computer uses: EDCIDIC or ASCII. *EDS is EBCIDIC.*
If your code is ASCII, your software company should be informed of the different languages. This will probably cause a change in the separator records and must be coordinated between you (the supplier), EDS and your software company.

5. PRODUCTION FILE NAMES

Once testing is completed the production file names (ISA 02) are:

<u>Transaction</u>	<u>Filename</u>	<u>Transaction Description</u>
840	EDI840RRFQ	Request for Quote
843	EDI843RRFQ	Response to Request for Quote
850	EDI850PO	Purchase Order
860	EDI860POC	Purchase Order Change Request

SUPPLIER INFORMATION

EDI CONTACT NAME: _____
EDI CONTACT PHONE: (____) _____
E-mail Address: _____
EDI CUSTOMER COMMUNICATION CODE if you have: _____
(Please distinguish between 'O' and '0' (zero))

SOFTWARE COMPANY (if utilized): _____

DATE READY TO TEST: _____

This date will be utilized by Covisint to call your EDI Contact person to begin the test process. Please be prepared to test all transaction sets:

840, 843, 850, 860 and 865

Your company will have two weeks to complete testing.

**

Please provide all locations of your company and their respective duns number. Each location provided must have a *different* duns number. One duns number *cannot* represent more than one location. EDI will be turned on for only those locations indicated.

MASTER SUPPLIER LOCATION:

DUNS NUMBER: _____
PRIMARY SUPPLIER NAME: _____
SECONDARY NAME: _____

PHYSICAL ADDRESS: _____

CITY/STATE/CNTRY/ZIP: _____
MAILING ADDRESS: _____
CITY/STATE/CNTRY/ZIP: _____
CORPORATE PHONE: (____) _____

ADDITIONAL LOCATIONS:

DUNS NUMBER: _____
PRIMARY SUPPLIER NAME: _____
SECONDARY NAME: _____

PHYSICAL ADDRESS: _____

CITY/STATE/CNTRY/ZIP: _____
MAILING ADDRESS: _____
CITY/STATE/CNTRY/ZIP: _____
CORPORATE PHONE: (____) _____

Use back or additional sheets as required to cover all locations.

THIS FORM **MUST** BE RETURNED WITH THE SIGNED EDI TRADING PARTNER AGREEMENT.

DUNS NUMBER: _____
PRIMARY SUPPLIER NAME: _____
SECONDARY NAME: _____

PHYSICAL ADDRESS: _____

CITY/STATE/CNTRY/ZIP: _____
MAILING ADDRESS: _____
CITY/STATE/CNTRY/ZIP: _____
CORPORATE PHONE: (_____) _____

DUNS NUMBER: _____
PRIMARY SUPPLIER NAME: _____
SECONDARY NAME: _____

PHYSICAL ADDRESS: _____

CITY/STATE/CNTRY/ZIP: _____
MAILING ADDRESS: _____
CITY/STATE/CNTRY/ZIP: _____
CORPORATE PHONE: (_____) _____

DUNS NUMBER: _____
PRIMARY SUPPLIER NAME: _____
SECONDARY NAME: _____

PHYSICAL ADDRESS: _____

CITY/STATE/CNTRY/ZIP: _____
MAILING ADDRESS: _____
CITY/STATE/CNTRY/ZIP: _____
CORPORATE PHONE: (_____) _____

DUNS NUMBER: _____
PRIMARY SUPPLIER NAME: _____
SECONDARY NAME: _____

PHYSICAL ADDRESS: _____

CITY/STATE/CNTRY/ZIP: _____
MAILING ADDRESS: _____
CITY/STATE/CNTRY/ZIP: _____
CORPORATE PHONE: (_____) _____

DUNS NUMBER: _____
PRIMARY SUPPLIER NAME: _____

SECONDARY NAME:

PHYSICAL ADDRESS:

CITY/STATE/CNTRY/ZIP:

MAILING ADDRESS:

CITY/STATE/CNTRY/ZIP:

CORPORATE PHONE:

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