



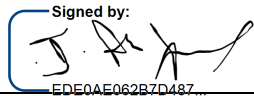

# SUPPLIER POLICY MANUAL

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Updated Section II (Purchase Orders) and Section IV (b) to require supplier and lower-tier supplier acknowledgement of DFARS flow-down.	Stephan Zell	04/20/2026	C
Updated Compliance with Laws and Regulations Section to add that Supplier will comply with the Defense Federal Acquisition Regulation Supplement (DFARS) as applicable.	Stephan Zell	04/29/2026	D



# SUPPLIER POLICY MANUAL



## Supplier Policy Manual

**Document: (125)**

Revision D

Velo3D, Inc.

2710 Lakeview Court

Fremont, CA 94538

# VELO<sup>3D</sup>

## SUPPLIER POLICY MANUAL

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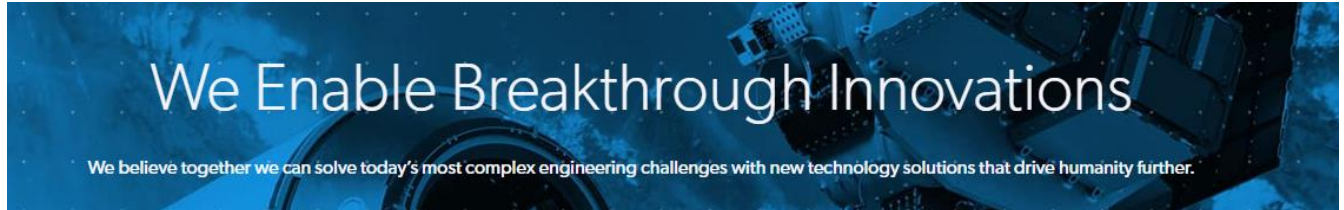
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# SUPPLIER POLICY MANUAL

## Velo3D Background



Velo3D, Inc. (“Velo3D”), a leading technology company, offers the most advanced fully integrated metal 3D printing solution in the industry, catering to mission-critical components. Renowned companies like SpaceX, Honeywell and Lam Research turn to Velo3D’s solution to drive innovation in defense, enhance aerospace applications, optimize transportation, and manufacture crucial oil & gas components.

Unlike conventional 3D printing and traditional manufacturing, which comes with rigid design and performance constraints, Velo3D empowers engineers with true design freedom. It enables the creation of intricate parts without compromising on performance or quality for ease of manufacturing. Our commitment to fostering future innovations ensures that we deliver parts with precise standards of consistency, quality and repeatability.

Velo3D offers a broad range of product development services including Additive Manufacturing (AM) technologies.

## **Velo3D Company Quality Policy**

Velo3D is committed to providing our customers with the highest quality products, services, and solutions through a continuous process of Quality awareness and improvement. Quality is a central part of what we do every day and guides every step of our journey with customers.

## **Introduction**

Velo3D, Inc. provides additive manufacturing and innovative manufacturing solutions to several industries including Aerospace, Semiconductor, Oil & Gas, Transportation and Defense. Our approach to business has made us one of the fastest growing companies in our industry. At Velo3D, Inc., we know that our success in the marketplace is tied directly to our ability to manufacture quality AM products. Our goal is to set the standard for quality in the markets we serve.

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To achieve this goal, we require full cooperation and participation from organizations that supply us with materials, components, assemblies, and production-related services. We look to our selected suppliers for technological leadership in manufacturability and continuous improvement. Our official Quality Policy as noted above underscores this point. We are committed to providing defect-free products and services to our customers. As we collaborate with our suppliers, we expect them to adopt a commitment towards quality and customer service that is similar to our own.

Our Supply Management staff is committed to fulfilling a role within our organization that provides superior products and services at the optimal total cost to our internal and external customers. As a supplier to Velo3D, Inc., you will have a Supply Chain Representative and Quality Representative dedicated to providing the most up-to-date information available in order to develop and nurture an enduring business relationship.

## **Purpose**

The intent of this Supplier Policy Manual (the “Manual”) is to help guide our suppliers with procurement and quality requirements necessary to ensure a successful partnership between Velo3D Inc. and our suppliers. This Manual describes the required quality standards for goods and services provided by our suppliers, and outlines Velo3D’s overall expectations:

- Suppliers must provide defect-free goods that meet design intent and on-time delivery.
- All proposed material or process changes must be communicated in writing to Velo3D’s Quality representative and your Purchasing representative.
- All proposed manufacturing location changes must be communicated in writing to the appropriate Purchasing and Quality representative prior to the move.
- All design changes must be communicated to the appropriate Purchasing and Quality representative in advance.
- Suppliers must understand and comply with all applicable federal, state, and local regulations.

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## Scope

This Manual defines the quality and performance requirements for all suppliers who provide goods and/or services to us including but not limited to activities relating to the performance of the Purchase Order requirements, as described below. This Manual applies to all existing suppliers and potential new suppliers of purchased production material or services to Velo3D, Inc. It outlines the process for initially becoming an approved supplier, describes the tools for continuous improvement necessary to become and remain a “Preferred” supplier, as well as the ongoing performance monitoring system. We collaborate with suppliers who have made or demonstrated a commitment to continuous improvement in the quality of their products. It is our intent to develop a desirable and mutually beneficial long-term relationships with suppliers that provides zero-defect goods with competitive pricing delivered in a timely fashion.

## Definitions

- Counterfeit – A part or raw material made or altered to imitate or resemble “approved” material without authority or right, and with the intent to mislead or defraud by passing as original or genuine.
- Suspect Counterfeit – Parts or materials that have documentation, appearance, performance, material, or other characteristics may have been knowingly misrepresented by the vendor, supplier, distributor, or manufacturer.
- OEM – Original Equipment Manufacturer
- Franchised Distributor – A distributor with which the OEM has a contractual agreement to buy, stock, re-package, sell, and/or distribute its product lines.
- Independent Distributor (Broker) – A distributor that purchases parts/materials with the intention to sell or redistribute, whom is not contractually obligated to represent the OEM.
- GIDEP – Government Industry Data Exchange Program, a database of suspect counterfeit parts/materials discovered by other customers. Also lists potential suppliers associated with the suspect counterfeit parts/materials.
- ERAI – Privately held global information services organization that monitors, investigates and reports issues that are affecting the global supply chain of electronics.
- Nonconformance – The failure of a characteristic to conform to the requirements specified in the drawings, specifications, or other approved product description.
- Rework – A procedure applied to a nonconformance that will eliminate it and result in a characteristic that conforms completely to the drawings, specifications, or contract requirements.
- Scrap – Nonconforming material that is not useable for its intended purpose and which cannot be economically reworked or repaired in an acceptable manner.
- Supplier – Also referred to as Seller.
- Return to Vendor – Return of supplied product found to be discrepant for subsequent rework or replacement.
- Repair – A procedure which reduces, but does not completely eliminate a nonconformance, and which has been reviewed and concurred in by the MRB and approved for use by the customer, when required. The purpose of repair is to reduce the effect of the nonconformance. Repair is

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distinguished from rework in that the characteristic after repair still does not completely conform to the applicable drawings, specifications or contract requirements.

- Use As Is – A disposition of material with one or more minor nonconformities determined to be usable for its intended purpose in its existing condition.

## **Section 1**

### **Ethics Policy**

Velo3D operates with the highest values of integrity, honesty, and impartiality, and we expect our suppliers to have the same level of commitment. Each of us has the responsibility to act with integrity- both in terms of how we treat each other and how we run our business. Our Code of Business Conduct and Ethics, available at [www.velo3d.com](http://www.velo3d.com), applies not only to our employees, independent contractors, directors, but to our suppliers as well. Velo3D provides standards for ethical business conduct to its Supply Chain Management employees, which serve as guidelines for managing relationships with current or potential suppliers. Suppliers, along with their employees and representatives are required to avoid any actual or perceived conflicts of interest that could interfere with or adversely influence their obligations to Velo3D. Full cooperation with this policy is expected as a condition of doing business with Velo3D.

Suppliers are expected to maintain awareness of their contribution to the product and service conformity, their role in ensuring product safety, and the critical importance of conducting all activities in an ethical and responsible manner.

### **Anti- Corruption**

Velo3D, Inc. is committed to conducting operations ethically and in compliance with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any other applicable anti-bribery laws. As part of this commitment, we expect the same highest standards of ethical business conduct from our suppliers to refrain from engaging in activities that could be viewed as offering or accepting a bribe, kickback, or other type of improper payment. Please refer to our Anti-Corruption Policy listed on our website at [www.velo3d.com](http://www.velo3d.com).

### **Child Labor and Forced Labor**

Supplier will not directly or indirectly employ or make use of any children. Additionally, the supplier will not use any forced labor which means any or work or service performed involuntarily under threat of penalty. Supplier will comply with the minimum employment age limit defined by the Fair Labor Standards Act of 1938, national law or by the International Labor Organization Convention 138, whichever is higher. Additionally, the supplier will take commercially reasonable steps to ensure that its own providers in its supply chain comply with this requirement.

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## **Recovery/Contingency Plan**

Suppliers must show evidence of a business continuity plan demonstrating the ability to recover from a disaster and/or unexpected event and resume and continue operations. If a plan is not available, the supplier cannot be considered the sole source for specialized components unless the supplier agrees to maintain a specified level of inventory at an off-site location.

## **Supplier Selection**

The Velo3D, Inc. Supplier Evaluation Team, consisting of a representative from Supply Chain, Quality Assurance and/or Engineering, when necessary, will evaluate new suppliers. All potential new suppliers may be required to submit any or all of the following items:

- Velo3D, Inc. Supplier Quality System Survey
- Mutual Non-Disclosure Agreement
- Certificate of Prohibited Materials
- Financial Statements

After the above information is received, Velo3D, Inc. will review the information provided and will make one or some of the following determinations:

- Add the supplier to the Approved Supplier List as approved or conditionally approved.
- Schedule an on-site survey/visit (if required).
- Requests additional information from the supplier, as necessary.
- Eliminate the supplier from further consideration.

Once a supplier is selected, the appropriate Supply Chain, Quality Assurance and/or Engineering team members will work with the supplier to facilitate the specific qualification requirements for materials, components or assemblies. Supplier selection for a new part is based upon the supplier's stated ability to meet Velo3D's specifications, as well as successful completion of the requirements defined above. Continued business is awarded to suppliers based on their quality, on-time delivery, cost, technological expertise and customer service record.

## **Counterfeit Parts/Materials Detection and Mitigation Policy**

Supplier shall establish, document, and maintain effective processes and controls to prevent the delivery or introduction of suspect or counterfeit items to Velo3D's supply chain, operations, or facilities. The representations and warranties, as described below, shall apply regardless of whether the goods or materials have been previously accepted, approved, or qualified by Velo3D under any prior contract, order, or inspection.

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Supplier represents and warrants each of the following with respect to goods, materials, components, and assemblies supplied to Velo3D, Inc.:

- Only new and authentic materials are used in goods delivered to Velo3D, Inc.
- Parts/material shall not be used or reclaimed and misrepresented as new.
- Goods or materials delivered or sold to Velo3D, Inc. do not contain counterfeit items.
- Suppliers shall only purchase materials or goods for resale to Velo3D, Inc. from the OCM (Original Component Manufacturer) or its approved distributors.
- Purchased materials must have a certification (Certificate of Conformance) from the supplier and that certification shall be delivered with each lot/ shipment; hardcopy or electronic copy within 24 business hours of receipt at Velo3D, Inc.
- Material supplied by approved distributors must have evidence of supply chain traceability (chain of custody) back to the OCM/OEM. OCM/OEM certifications must be available upon request.

Suppliers that provide parts/materials or assemblies for deliverable products shall have a counterfeit parts/materials program plan to ensure it does not receive counterfeit parts/materials into inventory, use them in manufacturing, or inadvertently sell them to other parties. The plan shall meet the intent of AS5553 and/or AS6174.

Raw materials may be purchased through approved distributors as long as evidence of supply chain traceability (chain of custody) back to the mill is available. The supplier shall maintain the original mill certification and make available upon request.

Suppliers that deliver next higher assemblies shall flow this requirement down to all their sub-tier suppliers to prevent the inadvertent use of counterfeit parts and materials.

If evidence of supply chain traceability to the OCM/ OEM is not available, the supplier shall verify authenticity prior to shipment. The supplier may use an independent inspection/ test service provider to verify authenticity.

Supplier agrees to provide Velo3D, Inc. with notice in writing prior to acceptance of an order if Supplier is not an original or franchised source for any item listed on such order.

Supplier agrees that by accepting a purchase order from Velo3D, Inc. that they are accepting the terms and conditions of this policy.

Velo3D, Inc. shall have the right to inspect and test all goods sold or otherwise provided to Velo3D, Inc, at all times and places before or after acceptance.

Supplier agrees at all times to maintain, and make available to Velo3D, Inc. upon request, a documented system, policy, procedure, or other documented approach that is intended to prevent counterfeit parts/materials from reaching Velo3D, Inc. At a minimum, such approach must

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require prior written approval from Velo3D, Inc. prior to the procurement of any goods intended for resale to Velo3D, Inc. from a source other than the original manufacturer or such manufacturer's authorized distributors.

Supplier agrees, upon request for up to 10 years from Velo3D's receipt of goods from Supplier, to promptly provide Velo3D, Inc. with documentation authenticating traceability of all goods sold to Velo3D, Inc. back to the applicable original manufacturer.

If Supplier sells or otherwise furnishes Velo3D, Inc. with any counterfeit Item, Velo3D, Inc. shall have the right to impound such items, and Supplier shall promptly replace such items with items acceptable to Velo3D, Inc. In such case, Supplier shall be liable to Velo3D, Inc. for all costs relating to impoundment, removal, replacement and proof of physical destruction. Velo3D, Inc. may withhold payment for any Counterfeit Items and will be obligated to turn such items over to governmental authorities for investigation.

- If suspect/counterfeit parts/materials are furnished under a Velo3D, Inc. purchase order and are found in any of the goods delivered hereunder, such items will be impounded by Velo3D.
- The Supplier shall promptly replace such suspect/counterfeit items with items acceptable to Velo3D and the Supplier shall be liable for all costs relating to the removal and replacement of said items as specified in the purchase order requirements or distributor's insurance policies.

Supplier acknowledges that any willful act to falsify, conceal or alter a material fact, or any false, fraudulent or fictitious statement or representation in connection with goods or services provided to Velo3D, Inc. may be punishable in accordance with applicable law and, in some circumstances, could result in criminal penalties.

Each of the rights and remedies reserved by Velo3D in this policy shall be cumulative and additional to any other or further remedies provided in law or equity or in any contract between Supplier and Velo3D. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

Supplier agrees to include the requirements of this policy in any subcontract at any tier for the performance of the document incorporating this policy.

**Suspected Counterfeit Part/Material Reporting:**

**GIDEP Reporting:**

- Policy members are asked to identify the supplier of the part or material when reporting a suspect counterfeit in the database.
- The category of supplier is to be provided: OCM, Aftermarket, Manufacturer, Independent Distributor, Broker, and Broker/Distributor.

# **SUPPLIER POLICY MANUAL**



- Report must include detailed description of the problem, as well as evidence that supports the conclusion, e.g., detailed reports, photos, third party testing.

## **Counterfeit Part/Material Disposition:**

- To eliminate the potential risk of the counterfeit items being reintroduced into the supply chain, Velo3D, Inc. will not return any suspected counterfeit items to the supplier under investigation.
- Velo3D, Inc. may withhold payment of the suspected counterfeit material until the investigation is closed and the items are deemed acceptable.

In the event counterfeit items are detected and confirmed, Velo3D, Inc. will not be responsible to uphold any financial obligations previously stated in purchase orders or other written correspondence. All agreements in writing will be void and cancelled.

## **Compliance with Laws and Regulations**

As Velo3D, Inc. conducts business throughout the world, we expect each of our suppliers, at all times, to comply with local, state, federal, and international laws, regulations, and industry standards applicable in countries where it does business relating to the manufacture, development, and sale of its goods, including (1) all laws and regulations relating to each subject matter identified below; (2) its obligations under any Purchase Order or contract (3) compliance with any other applicable laws or regulations. Supplier will comply with the Defense Federal Acquisition Regulation Supplement (DFARS) as applicable.

## **Wages and Hours**

Supplier must comply with all applicable federal, state, and local law wage and hour laws in every jurisdiction in which it operates. This includes, but is not limited to, minimum wage standards, overtime pay regulations, and regulations governing meal and rest periods, as well as any other mandatory labor-related obligations imposed by applicable law.

## **Freedom of Association**

Supplier must respect workers' rights to freely associate, to form or join trade unions or other lawful worker organizations in compliance with local laws and without intimidation, reprisal, or discrimination.

## **Non-Discrimination**

Velo3D is an equal opportunity employer, and we expect our suppliers to not discriminate against any worker in its hiring and employment practices based on race, color, religion, disability, national origin, gender, sexual orientation, marital status, age or other status protected by law. Furthermore, supplier must not discriminate against any worker based on political affiliation, union membership, or lawful participation in labor organizations and be in compliance with all applicable local, state, and federal laws.

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## **Fair Treatment**

Supplier shall treat all workers with dignity and respect and shall maintain a work environment that is free from unlawful harassment, discrimination, and abuse. The supplier shall not threaten workers or subject them to harsh or inhumane treatment, including but not limited to sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, or verbal abuse.

## **Health and Safety**

Supplier must conduct its operations in full compliance with all applicable health and safety laws, regulations, and standards. The supplier is required to provide and maintain a safe and healthy working environment for all workers. In instances where supplier provides accommodations for its workers, such accommodations shall be appropriate for the location, maintained in a clean and safe condition, and at a minimum, meet the basic needs and welfare of its workers.

## **Environment**

Supplier shall comply with all applicable environmental laws, regulations and industry standards. The supplier is expected to take all reasonable measures to minimize any adverse impact on the environment. Furthermore, the supplier shall endeavor to conserve natural resources and energy, and to reduce or eliminate waste and the use of hazardous substances.

## **Fair Dealing and Competition Laws**

Supplier will not engage in collusive bidding, price fixing, price discrimination or other unfair trade practices in violation of applicable antitrust or competition laws. Supplier will uphold fair business standards in advertising, sales and competition.

## **Protection of Intellectual Property**

Supplier must protect Velo3D, Inc.'s intellectual property rights, including but not limited to patents, trademarks, copyrights, process designs, and all other confidential and proprietary information. Any sharing or disclosure of Velo3D's confidential information by the supplier must be limited to authorized personnel on a strict need-to-know basis and conducted in a manner that protects Velo3D's intellectual property rights and complies with all applicable local laws, including those related to export controls, data privacy, and security.

## **Data Privacy and Security**

Privacy, data, and information security are of paramount importance to Velo3D, Inc. The supplier must comply with all applicable local, national, and international laws and regulations governing data security and privacy. The supplier is required to protect and safeguard all data provided by Velo3D, which may include personal, private, or sensitive personal information. Any



# SUPPLIER POLICY MANUAL

transfer or sharing of data must be conducted in a manner that prevents from inadvertent or unauthorized disclosure and fully complies with all applicable legal requirements. Furthermore, any confidential information obtained in the course of doing business with Velo3D must be maintained in strict confidence, and the supplier must not improperly use or disclose them to unauthorized third parties.

## **Monitoring and Record Keeping**

Supplier must maintain all documentation necessary to demonstrate its compliance with this Manual and providing us with access to those documents upon our request. Neither Velo3D, Inc. nor any of its affiliates or authorized agents assume any obligation or duty to monitor or ensure your compliance with this Manual. Supplier is solely responsible for compliance with this Manual.

## **Violation of Manual**

Any violation of the sections set forth in this Manual may result in corrective actions, up to and including suspension or termination of the business relationship. The supplier is expected to promptly remediate any identified non-compliance and to fully cooperate fully with Velo3D in any related investigations.

## **Section II**

### **Purchase Orders**

The supplier is responsible for reviewing and meeting all of the Velo3D, Inc.'s purchase order requirements, specifically:

1. Purchase order number.
2. Purchase item part number.
3. Latest revision level of the drawing if applicable to item.
4. The order quantity and accuracy of price.
5. Special notes to be followed.
6. Required delivery date.
7. Procurement Provisions
8. Terms and Conditions

If the supplier cannot meet the requirements, the supplier must notify Velo3D, Inc. Supply Chain representative prior to acceptance. Once the Purchase Order has been reviewed, the supplier must return confirmation to the appropriate Supply Chain representative for acknowledgement. FAR/DFARs shall be flowed-down to the supplier and acknowledged by the supplier.

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### **Procurement Representative's Authority and Responsibilities**

Velo3D, Inc.'s Supply Chain department is responsible for all aspects of procurement, logistics and delivery. The choice of suppliers in any of these areas may be the result of investigation and deliberation amongst various departments within Velo3D, Inc., but price negotiation and commitment to purchase authority rest solely with the appropriate procurement member of Velo3D, Inc. Only Supply Chain representatives may commit Velo3D, Inc. to a purchase contract. Properly approved purchase orders are required to commit the company for items or services. Consistent with our corporate values, Velo3D, Inc. will treat all its suppliers and their representatives fairly and impartially.

### **Delivery Requirements**

Suppliers are expected to maintain deliveries in accordance with accepted Velo3D, Inc. Supply Chain releases. Delivery timing requirements are indicated on the purchase order releases. On-time delivery is measured by the number of shipments received in a timely manner per the Velo3D, Inc. release requirements for parts on order and then, calculated as a percentage as well as average days late. Continued delinquent deliveries require immediate improvement activity. All costs incurred due to delivery problems may become the responsibility of the supplier. On-time delivery is based on the initial scheduled delivery date confirmed by the supplier, but allows the shipment to be received up to 3 business days early and zero (0) days late to be considered delivered on time. Earlier deliveries may only be accepted with advanced approval from Supply Chain. Velo3D, Inc. shall expect 100% on-time delivery from all suppliers.

Shipments in excess of the purchase contract quantity must have prior written approval from the appropriate Supply Chain representative.

When applicable qualifying orders are Certified for National Defense under DPAS (a rated order certified for national defense use and the contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation. (15 CFR 700)); this will be listed as a provision on purchase order.

### **Credit References**

We will provide all new suppliers with a list of credit references upon request before entering into a supply agreement.

### **Purchase Order Changes/Engineering Changes**

When an engineering drawing or specification has been revised, Velo3D, Inc. Supply Chain representative will send the supplier a Change Notification form along with the latest Engineering Change Order. The supplier should review the Drawing/document in order to accept or decline the requested changes. Velo3D, Inc.'s suppliers are required to answer the stated questions on the Change Notification form and return back to Velo3D, Inc.'s Supply Chain department within three (3) working days.

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## **Material Obsolescence**

Velo3D, Inc. is committed to providing notification of Product Obsolescence to our customers in as quick-a-manner as possible and to offer life-time buy opportunities, where applicable.

A twelve-month notice of all items becoming obsolete is required, this will allow us enough time to communicate to our customers so that the flow of product will not be disrupted. The following information is needed on any items becoming obsolete:

- Detailed description with manufacture part number
- Last purchase order this item was ordered on
- Description of change
- Reason for change
- Suggested alternate part numbers, when available
- Anticipated Impact on form, fit, function, quality & reliability
- Last-time buy date
- Last-time ship date
- Life-time buy opportunities
- Technical contact information

## **Packaging, Handling, Storage and Preservation**

All products shall be packed, packaged, marked and otherwise prepared for shipment in a manner which is (1) in accordance with good commercial practices unless otherwise specified in a particular manner; (2) acceptable to common carriers for shipment at the lowest rate that could include ocean shipment for the particular suppliers; and (3) adequate to ensure safe arrival of the material. The label and character size should be legible.

The supplier shall mark each container, rack, box or pallet with necessary lifting, handling and shipping information. Suppliers are held responsible to ensure packaging is sufficient to protect material from shipping damage (nicks, dings, bends, scratches, etc.). The supplier shall also ensure that all packaged items are permanently and legibly identified.

Identification requirements may include any or all of the following as specified by Velo3D, Inc. documentation: Bar codes must be Human Readable.

1. Part identification, complete Velo3D, Inc. part number and revision level
2. Name of manufacturer.
3. Lot Number and/or Date code (date of manufacture).
4. Velo3D, Inc.'s purchase order number.
5. Identification and Quantity of parts per carton
6. Certificate of Origin- where applicable.
7. An itemized package sheet must accompany each shipment.

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### **Shelf-Life Material**

Supplier shall identify item(s) and/or package(s) container(s) of shelf-life material with the manufacture date or the expiration date along with special storage and handling conditions, in addition to the normal identification requirements of manufacturer name, part number, revision type, size, quantity, etc. When the item/material/product is age control sensitive and requires shelf-life certification to accompany each shipment. If not otherwise specified, minimum 80% shelf life must remain upon receipt at Velo3D, Inc.

### **Moisture Sensitive Devices**

All devices that are susceptible to damage or degradation from moisture shall be handled, packaged and shipped in a manner to prevent damage. Handling, packaging, shipping and identification shall be completed in accordance with J-STD-033, latest revision. All fields shall be completed on the Moisture Sensitive Caution Label or in human readable form on the adjacent bar code label.

### **Electrostatic Sensitive Devices**

All devices that are susceptible to damage or degradation from the application of electrostatic discharges shall be packaged in a manner to prevent damage. All packaging shall be clearly labeled with an ESD caution label. Non-conductive or static generating wrapping or cushioning material is not acceptable. Reference MIL-HDBK-263 and IPC-A-610.

## **Prohibited/ Hazardous/ and Conflict Materials**

As a supplier to the aerospace industry, Velo3D, Inc. and its suppliers must comply with and follow governmental and safety constraints on restricted, toxic and hazardous substances. In order to meet these constraints, each supplier to Velo3D, Inc. shall provide certification, when required by purchase order, prior to shipment of product or included with each shipment a Certification for List of Prohibited Material Exclusion. When applicable, the supplier may send a facility certification to Velo3D, Inc. indicating prohibited exclusion for all products shipped from their facilities, which will satisfy the above requirements. For reference, a sample list of prohibited materials is listed below.

### **Sample List of Prohibited Materials:**

- Asbestos, Asbestos Compounds, Asbestos-filled molding compounds
- Beryllium, Cadmium, Chlorofluorocarbons, (CFC), such as Freon
- Lithium or lithium compounds, Lead or Lead compounds (except for printed circuit boards or batteries)
- Magnesium, or Magnesium Alloys
- Mercury or its compounds and amalgams

## **Return Material Request**

When material is to be returned to the supplier, Velo3D, Inc. must receive authorization (RMA - Return Material Authorization) from the supplier within two (2) business days from the date of

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request. If return authorization has not been received within seven (7) business days, Velo3D, Inc. may return the material to the supplier and debit their account.

## **Section III**

### **Supplier Performance Rating and Performance Monitoring System**

The Velo3D, Inc.'s Supplier Evaluation Team, consisting of Supply Chain and Quality representatives, gathers the appropriate data to evaluate suppliers. Velo3D, Inc. uses a point system that is divided into three (3) areas of focus listed below:

- Quality System/Performance 50%
- Delivery/Logistics 25%
- Customer Service/Affordability 25%

Evaluation results will be used by the Supplier Evaluation Team to determine the supplier's Performance Rating.

At a minimum, Velo3D, Inc. will issue Supplier Performance Reports annually, depending on performance and status. Suppliers are responsible for analysis of the report and self-led improvements. Velo3D, Inc. may require a corrective action/improvement plan from suppliers whose performance is inadequate. If required, review meetings may be held between Velo3D, Inc. and the supplier to review past performance and achievements to develop or establish future targets and objectives, as well as continuous improvement strategies.

### **Quality Performance Measurement**

A Supplier with less than 50 purchase orders in a 12-month period will receive a 5 percent deduction for a quality infraction. A Supplier with over 50 purchase orders in a 12-month period will receive a 3 percent deduction.

Egregious quality breaches in disagreement with the purchase order may be counted as multiple offenses if more than one issue contributed to the quality infraction.

### **Delivery Performance Measurement**

Delivery is based on a percentage figured by dividing on time deliveries (defined by 3 working days or less beyond delivery date on the PO) by total deliveries. Quality issues are then subtracted from the on-time delivery percentage.

Excessively late deliveries may result in a Supplier being penalized for poor quality as well as late delivery. Performance is a subjective rating based on input from Purchasing agents

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### **Customer Service Considerations**

Customer Service Considerations Can Include:

- Pricing/Competitiveness
- Responsiveness/Flexibility
- Communication/Technical Support
- Capacity
- Investments
- Improvement Plans
- Communication/Liaison
- Total Dollars Purchased

### **Quality Management System Requirements:**

Suppliers shall implement and maintain a Quality Management System (QMS).

Preferred Velo3D, Inc. suppliers shall be compliant to ISO9001 or AS9100 current revision of the standard. A third-party certification to NADCAP, ISO9001 or AS9100 current revision is required for preferred suppliers. Third-party certifications by accredited certification bodies will only be recognized.

Preferred Suppliers shall forward a copy of their certification to their Velo3D, Inc. buyer. Any change to the certification such as change in scope, update, withdrawal or disapproval shall be forwarded to the Velo3D, Inc. buyer immediately. Any change to supplier name, ownership or facility location is subject to reevaluation by Velo3D, Inc. and the supplier shall notify their buyer in writing.

### **Nonconforming Material:**

Nonconforming material shall be identified, documented, segregated (when practical) and evaluated for the appropriate disposition to prevent unintended use. Suppliers are not granted Independent MRB Authority.

#### **Disposition Authority**

The supplier's disposition authority is limited to rework scrap and return to vendor. All other disposition, such as Repair and "Use as Is" dispositions cannot be used without written approval from the Velo3D, Inc. Quality Department.

#### **Notification of Nonconforming Material**

The supplier shall notify Velo3D, Inc. in a timely manner of any nonconforming material that may affect already delivered product. Notification to the Buyer and Quality shall include a clear description of the discrepancy, part number, serial number (if applicable),

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manufacture date, quantities and purchase order. Suppliers with design authority shall provide a technical assessment and recommended disposition.

### **In-house repair or rework**

In some instances, Velo3D, Inc. may decide to rework or repair supplied product, due to non-adherence to specifications and only through the fault of the vendor; in which case Velo3D, Inc. will contact the supplier to discuss the costs of the rework and potential chargeback to the supplier.

### **Disclosures/Notifications**

The supplier's system shall provide for timely reporting of nonconformities that may affect already delivered product. Notification shall be submitted to the buyer on company letterhead and include a clear description of the discrepancy. The notification shall identify all suspect parts and material affected by the discrepancy (part numbers, purchase order numbers, shipment dates, and quantities). Information related to the Root Cause / Corrective Actions initiated to address the defective condition shall also be included.

## **Rework/Repair/Replacement/Modified Items**

Supplier's Certification of Conformance and/or packing sheet document shall reflect the following requirements for rework, replacement, repair or modification items returned to supplier or including work performed by supplier at Velo3D, Inc.'s facility.

1. The item(s) have been reworked, repaired, replaced or modified (as applicable), in accordance with respective nonconformance documents or Purchase Order.
2. The item(s) meet the requirements of the engineering documents.
3. The original configuration and qualification status of the item(s) remains in effect (as applicable).
4. All applicable nonconformance document numbers or other references to ensure traceability are included. Discrepant material shall not be shipped to Velo3D, Inc. without prior approval from Velo3D, Inc. Quality representative.

## **Alternate/Substitute Materials**

End Items and/or components that do not conform to the Bill of Material or alternate Bill of Material associated with the contract (PO) will not be accepted without prior written consent from Velo3D, Inc.

## **Change Control**

The supplier shall not, without prior written approval from Velo3D, Inc., make any change in product design, process or material that could affect form, fit or function of the product being purchased.



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### **Velo3D, Inc. Source Inspection**

When source inspection is required on the purchase contract, the supplier must notify the Velo3D, Inc. Quality Representative within seven business days in advance of need to schedule the source inspection. Velo3D, Inc. will provide an inspector to the supplier facility for the inspection.

Velo3D, Inc., Velo3D, Inc.'s customer and regulatory authorities reserve the right to access the supplier's plant and records of the supplier or their source to survey facilities, systems, and/or product to determine satisfactory conformance to the applicable specifications. Velo3D, Inc. Quality representative(s) may elect to conduct inspection either on a random basis or to the extent of 100% inspection. Supplier will be notified if Velo3D, Inc. inspection is to be conducted on specific shipments. No shipments are to be held for Velo3D, Inc.'s inspection unless notification is received prior to, or at the time of, material being ready for shipment.

### **Quality Records Retention**

The supplier shall maintain Quality Records in accordance with the applicable Quality System. Quality Records shall be retained for a period of no less than ten (10) years from completion of the purchase contract. This requirement shall be flowed down to all sub tiers. Quality Records are, but not limited to the following:

- First Article Inspection Reports
- Test results
- Evidence of inspection
- Raw Material and Process certifications
- Nonconforming Material Reports

### **Certificate of Compliance**

Suppliers shall provide a Certificate of Compliance with all shipments for each part number assuring that all work performed in connection with the purchase contract in accordance to current specifications. The Certificate of Compliance may be a separate document or be included in the packing documentation. The certificate must contain the signature of a duly authorized officer or Quality Control representative of the supplier and will read substantially as follows: "Materials and processes used to produce the item(s), components, parts, described on this Purchase Order conform to all Purchase Order requirements, referenced specifications or special requirements."

### **Corrective and Preventive Action**

The supplier shall respond to all request for corrective and preventive action on or before the requested due date. If extra time is needed a request for extension shall be made to the Velo3D,

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Inc. Quality Representative in writing. It is at the discretion of the Quality Representative to grant extensions and document the extension accordingly.

The supplier shall maintain a corrective/preventive action system in accordance with the ISO9001 for determining root cause and corrective and preventive action internally and sub tiers.

Velo3D, Inc. reserves the right to conduct verification of corrective and preventive action at the suppliers' and supplier's sub tiers facility to assess the effectiveness of the corrective and preventive action taken.

## **First Article Inspection**

The supplier's first article inspection report shall include the following: part number, serial number (when applicable), revision level, supplier name, date of inspection, dimensional characteristics, drawing zone, tools identification, results of actual measurements, indication of inspection status, purchase order number, overall approval status and approving persons signature, title and date. A "ballooned/bubbled" drawing shall be provided for all drawings with greater than \*20\* reportable dimensions.

\*Supporting documentation such as certifications of conformance for materials, components, or special processes as identified on the drawing or parts list shall be included with the First Article package. \*

Digital Product Definition (DPD) Requirements – When design requirements are provided by Velo3D, Inc. using DPD and a traditional 2D drawing is not available for all requirements, the supplier shall extract, verify, and provide results of these characteristics on the FAIR. The supplier shall provide a report/drawing that is "ballooned/bubbled" for the DPD requirements. The supplier shall implement a system to control the configuration of the DPD file provided by Velo3D, Inc. as well as their related CMM (Coordinate Measuring Machine) and CNC (Computer Numerical Control) programs (if applicable).

The part used for the first article inspection shall be identified at delivery to Velo3D, Inc.

First article reports \*can\* be shipped with the delivery of the parts \*or sent electronically to the buyer or quality representative\*, the FAI documentation must be received at the time of delivery at Velo3D, Inc.

Designated material will not be shipped to Velo3D, Inc. without a First Article Inspection Report signed by the supplier Quality Representative. The supplier shall furnish, at no cost, the necessary facilities and equipment to perform tests as required by Velo3D, Inc. to demonstrate conformance to the purchase order and referenced documents.

If the supplier already has First Article Inspection documentation on file for the same configuration of the product noted in the purchase contract, a new First Article Inspection is not required.

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## **Supplier Sub Tier Control**

The supplier is responsible for ensuring that all items procured from their sub tiers conform to the Velo3D, Inc. purchase contract. The supplier shall ensure that all applicable provisions are flowed to their sub tiers, including Quality System compliance to ISO9001 and AS9100 for preferred Velo3D, Inc. suppliers.

## **Section IV**

### **U.S. FAR/DFARS Flow-Down Requirements for U.S. Government Contracts**

This Section IV sets forth the requirements applicable to suppliers and subcontractors that provide goods or services to Velo3D in connection with contracts subject to U.S. Government regulations.

Supplier and subcontractors must comply with applicable provisions of the Federal Acquisition Regulation (FAR) and the Department of Defense Federal Acquisition Regulation Supplement (DFARS) as mandated by the prime or higher-tier contract. The FAR and DFARS clauses identified below, are incorporated herein by reference as if set forth in full text. The full text of all clauses incorporated by reference is available at <http://www.acquisition.gov/>. The effective version of each FAR or DFARS clause shall be the same version as that which appears in a prime contract or higher-tier subcontract. In the event that a Purchase Order qualifies as a “rated order” certified for national defense under (DPAS) regulations (15 C.F.R. Part 700), Velo3D and its suppliers are required to follow all DPAS requirements..

#### **General information**

- (a) When materials or goods or services are provided in connection with a U.S. Government contract or subcontract, the provisions of this Section IV shall apply in addition to Velo3D, Inc.’s General Terms and Conditions. In the event of any conflict between the FAR/DFARS clauses and Velo3D, Inc.’s General Terms and Conditions, the FAR/DFARS provisions shall govern as required by law or prime contract terms.
- (b) Supplier must comply with, and shall flow down, all applicable FAR and DFARS clauses to its lower-tier subcontractors, including the obligation for further flow down, where applicable. These requirements are incorporated by reference to each Purchase Order or subcontract. FAR/DFARS shall be acknowledged by the lower-tier subcontractors.
- (c) In all clauses listed herein, the terms “Government,” “Contracting Officer” and “Contractor” shall be revised as necessary to properly identify the contracting parties under Velo3D’s Purchase Order or any other contract, except where otherwise clarified or modified. The term



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“Subcontractor,” however, shall mean “Supplier’s Subcontractor” under Velo3D’s Purchase Order.

(d) Certain FAR or DFARS clauses may not be apply to specific orders due to the nature of the subcontract or Purchase Order to be issued, dollar thresholds under requirements of the FAR, DFARS or public law, or mandatory flow down requirements of a particular prime contract. Clauses deemed not applicable are considered self-deleting but shall remain in this document, and will be considered by all parties to be without force and effect. The supplier is responsible for consulting Velo3D, Inc. regarding any uncertainties or questions about the applicability of the following clauses.

### Required FAR/DFARS Clauses

The following FAR and DFARS mandatory flow down clauses, unless otherwise specified, are incorporated by reference as if set forth in full text and shall apply to all contracts, purchase orders, delivery orders, or any agreement between Velo3D, Inc. and its suppliers where the end customer is the United States Government:

DFARS/FAR Clause Reference Number	Applicable Threshold (S.A.T. = Simplified Acquisition Threshold in FAR Part 2.101)	DFARS/FAR Clause Title (ensure that latest Revision of document is used)
52.203-13	>\$5,500,000 & Performance period of >120 days	<b>Contractor Code of Business Ethics and Conduct (41 U.S.C. 3509)</b>
52.203-15	All	<b>Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009</b> (Section 1553 of Pub. L. 111-5), if this subcontract is funded under the Recovery Act.
52.203-19	All	<b>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements</b>
52.204-10	All	<b>Reporting Executive Compensation and First Tier Subcontract Awards</b>
52.204-13	All	<b>System for Award Management Maintenance</b>
52.204-21	All	<b>Basic Safeguarding of Covered Contractor Information Systems</b>
52.204-23	All	<b>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities</b>
52.204-25	All	<b>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.</b>
52.219-8	All	<b>Utilization of Small Business Concerns</b> (15 USC 637(d)(2) and (3)) Applies if this purchase order offers further subcontracting opportunities. If this purchase order (except subcontracts to small business concern) exceeds \$700,000 (\$1,500,000 for construction of any public facility), the Seller must include 52.219-8 in its lower-tier subcontracts that offer subcontracting opportunities.
52.222-21	All	<b>Prohibition of Segregated Facilities</b>
52.222-26	All	<b>Equal Opportunity (E.O. 11246)</b> (See note 1.)
52.222-35	All	<b>Equal Opportunity for Veterans</b> (38 U.S.C. 4212(a)) (See Note 1.)
52.222-36	All	<b>Equal Opportunity for Workers with Disabilities</b> (29 U.S.C. 793) (See Note 1.)
52.222-37	All	<b>Employment Reports on Veterans</b> (38 U.S.C. 4212)



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52.222-40	All	<b>Notification of Employee Rights Under the National Labor Relations Act (E.O. 13496)</b> If flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.
52.222-50	All	<b>Combating Trafficking in Persons</b> (22 U.S.C. chapter 78 and E.O. 13627). (B) Alternate I of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
52.222-55	All	<b>Establishing Minimum Wage for Contractors</b> (E.O. 13658)
52.222-62	All	<b>Paid Sick Leave Under Executive Order 13706</b>
52.224-3	All	<b>Privacy Training</b>
52.225-26	All	<b>Contractors Performing Private Security Functions Outside the United States</b> (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
52.232-40	All	<b>Providing Accelerated Payments to Small Business Subcontractors</b> If flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.
52.247-64	All	<b>Preference for Privately Owned U.S. –Flag Commercial Vessels</b> (46 U.S.C. App 1241 and 10 U.S.C. 2631) Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
252.244-7000	All	<b>Subcontracts for Commercial Items and Commercial Component (DoD Contracts)</b> (In accordance with the requirements of DFARS 252.244-7000 and the Buyer’s prime contract, the following DFARS clauses also apply.)
252.203-7000	All	<b>Requirements Relating to the Compensation of Former DoD Officials</b>
252.203-7003	All	<b>Agency Office of the Inspector General</b>
252.204-7004	All	<b>Antiterrorism Awareness Training for Contracts</b>
252.204-7009	All	<b>Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information</b>
252.204-7012	All	<b>Safeguarding Covered Defense Information and Cyber Incident Reporting</b> herein invoke NIST SP 800-171 Revision 1 (December 2016), for references to National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations.”
252.204-7015	All	<b>Notice of Authorized Disclosure of Information for Litigation Support</b>
252.204-7020		<b>NIST SP 800-171 DoD Assessment Requirements</b>
252.211-7003	All	<b>Item Identification and Valuation</b> Applies with some exceptions. Contact Velo3D to confirm applicability.
252.211-7007	All	<b>Reporting of Government- Furnished Property</b>
252.223-7008	All	<b>Prohibition of Hexavalent Chromium</b>
252.225-7001	All	<b>Buy American and Balance of Payment Program - Basic</b> (All Purchase Order Line Items to be delivered must satisfy the requirements of DFARS 252.225- 7001. Any item delivered or to be delivered that does not meet the requirements shall be promptly identified to the Buyer in writing for a determination of acceptability of the item(s).)
252.225-7002	All	<b>Qualifying Country Sources as Subcontractors</b>
252.225-7007	All	<b>Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies</b>
252.225-7009	All	<b>Restriction on Acquisition of Certain Articles Containing Specialty Metals</b> (10 U.S.C. 2553b) (Applies in its entirety, less paragraph (d), in all subcontracts, at any tier, for articles containing “specialty metals”.)
252.225-7012	All	<b>Preference for Certain Domestic Commodities</b>
252.225-7015	All	<b>Restriction on Acquisition of Hand or Measuring Tools</b>
252.225-7016	All	<b>Restriction on Acquisition of Ball and Roller Bearings</b>
252.225-7038	All	<b>Restriction on Acquisition of Air Circuit Breakers</b>
252.226-7001	>\$500,000	<b>Utilization of Indian Organization, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns</b>
252.227-7013 & Alt II	All	<b>Rights in Technical Data-Non Commercial Items</b> (Feb 2014) and Alt II (Mar 2011)
252.227-7015 And Alt I	All	<b>Technical Data – Commercial Items</b> (Feb 2014) and Alt I (Dec 2011)

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## ADDITIONAL CLAUSES

### Cost Accounting Standards (Applicable unless otherwise exempt)

Supplier shall communicate and otherwise deal directly with the Contracting Officer to the extent practicable and permissible as to all matters relating to Cost Accounting Standards. Seller shall provide buyer with copies of all written communications between seller and the Contracting Officer relating to Cost Accounting Standards, FAR 52.230-2; Disclosure and Consistency of Cost Accounting Practices, FAR 52.230-3; and Administration of Cost Accounting Standards, FAR 52.230-6, provided seller shall not be required to disclose to buyer such communications containing information which is privileged and confidential to seller. In addition to any other remedies provided by law or under the Purchase Order, subcontract, or contractual agreement (the "Order"), seller agrees to indemnify and hold buyer harmless to the full extent of any loss, damage, or expense if buyer is subject to any liability as the result of a failure of the seller or its lower-tier subcontractors to comply with the requirements of FAR 52.230-2, 52.230-3, 52.230-4 (if applicable), 52.230-5 or 52.230-6. Paragraph (b) is deleted in each of the foregoing clauses.

### Truth In Negotiations

*(Applicable only if certified cost or pricing data has been provided).*

The clause titled "Subcontractor Certified Cost or Pricing Data" is incorporated into the Purchase Order if the seller was required to furnish cost and pricing data and execute a Certification of Current Cost or Pricing Data in accordance with FAR 14.406-2.

If Seller was not required to furnish such data and certification, the clause titled "Subcontractor Cost or Pricing Data-Modifications" shall apply and is incorporated into this Order. Seller shall update its cost or pricing data and provide a new certification whenever costs, pricing assumptions, or other relevant factors change such that previously submitted cost or pricing data are no longer, accurate, current, or complete.

#### **1. Indemnification**

- a. If any price (including profit or fee) negotiated in connection with the prime contract between the Government and the buyer or any cost that is reimbursable under such contract is reduced because the cost or pricing data furnished by the seller in connection with any proposal submitted by the buyer relating to said contract or in connection with a Purchase Order was not accurate, complete, or current, the seller shall indemnify and hold harmless the buyer in an amount equal to the reduction.
- b. The term "certified cost or pricing data" includes all such data related to a lower-tier prospective or actual subcontract, at any level, which was submitted by the seller or which it procured by submission of, in connection with the aforesaid proposal or this

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Order in support of its cost estimate. If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the seller shall be liable and shall pay the buyer at the time such overpayment is repaid:

- i. Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Seller to the date the Buyer is repaid by the Seller at that applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C 6621(a)(2); and
- ii. For Department of Defense contracts only, a penalty equal to the amount of the overpayment, if the Seller knowingly submitted cost or pricing data which were incomplete, inaccurate, or non-current.

## **2. Certified Cost or Pricing Data for Changes**

- a. Prior to the pricing of any change or other modification to this Order which involves, increases and/or decreases in costs plus applicable profit in excess of the contractually required threshold (e.g. \$100,000, \$500,000, \$550,000 or \$700,000) and resulting from a change in the prime contract, subcontractors shall submit cost or pricing data and shall certify that the data, as defined in FAR §15.406- 2, submitted either actually or by specific identification in writing are accurate, complete, and current as of the date of completion of negotiations.
- b. When required to obtain certified cost or pricing data or “Other Cost and Pricing Data” from its subcontractors, pursuant to the provisions of this Order, Seller shall provide such data.

## **DISPUTES – GOVERNMENT CONTRACTS**

Any reference to the “Disputes” clause in any applicable FAR provision under paragraph 2 above shall be interpreted to refer to and be governed by this clause, Disputes – Government Contracts. Any dispute arising under a Purchase Order relating to any decision of the Contracting Officer under the prime contract shall be resolved in accordance with the procedures outlined below.

1. Notwithstanding any other provisions in this purchase order, any final decision of the Contracting Officer under the prime contract which binds buyer shall bind both buyer and seller to the extent that it relates to this purchase order –provided that:
  - a. The buyer notifies seller of such decision with reasonable promptness;
  - b. The buyer, in its sole discretion, authorizes Seller in writing to appeal such decision in Buyer’s name, at seller’s sole expense; or
  - c. If buyer should appeal such decision, buyer, in its sole discretion, offers to the seller the opportunity at its own expense to join buyer in such appeal.
2. Any decision upon such appeal, when final, shall be binding upon the seller.
3. The seller shall keep buyer informed of the status of any appeal it pursues by promptly providing copies of all pertinent documents to buyer.

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4. The seller shall indemnify and hold harmless from any and all liability, damage, cost, or expense incurred or assessed against buyer of any kind under Section 5, “Fraudulent Claims,” of the Contract Disputes Act of 1978, as amended, in the event seller is unable to support any part of its claim and it is determined that such inability is attributable to fraud or misinterpretation of fact on the part of seller.
  5. Pending any prosecution, appeal, or final decision or settlement of any dispute arising under the Order, the seller shall proceed diligently, as directed by buyer, with the performance of such Order.
  6. Nothing in this clause nor any authorization or offer that may be made shall be deemed to constitute acceptance or acknowledgement by buyer of the validity of seller’s claim or any part thereof, nor be deemed to limit or in any way restrict buyer from taking any actions, included available remedies, it deems appropriate to protect its own interests.
  7. As used in this clause, the word “appeal” refers to an appeal pursued in accordance with u the contract Disputes Act of 1978, as amended, and applicable procedures under FAR..