



District Gasabo, Kacyiru-Kimihurura, City
Rugando KG, St 630, House No 03
Kigali,
Kigali Rwanda
Rwanda

Purchase Order #17423

Issued to

Job in Rwanda
Attn: Job in Rwanda
info@jobinrwanda.com

General Info

Order Date: 03/05/25
Payment terms: Due on Receipt
Currency: RWF
Shipping terms:
Order Ref:
Supplier Code: 1137696
PO type: Other

Ship To Address

Zipline Rwanda LTD
Rugando, Kigali, RWANDA
Kigali, Kigali Rwanda
Rwanda
Attn: Sylvie Umuhoza

Purchase representative:

Sylvie Umuhoza
sylvie.umuhoza@flyzipline.com

Please upload invoices via Zipline's Coupa Supplier Portal or email to: invoice@flyzipline.com

Line #	Description	Quantity	Unit	Price (RWF)	Total (RWF)
1	tender advertisement			60,000	60,000

Total: 60,000 RWF

Terms & Conditions

These Terms and Conditions of Purchase (these “**Terms**”) are entered into pursuant to the Purchase Order, Scope of Work (other than Purchase Orders or Scopes of Work issued pursuant to a master supply agreement duly executed by the parties on terms substantially similar to Zipline’s form master supply agreement), Product Purchasing Agreement, or other agreement referencing these Terms (the “**Agreement**”) as of the date of the Agreement (the “**Effective Date**”), by and between Zipline International Inc., a Delaware corporation (“**Zipline**”) and the supplier or vendor to which the Agreement has been delivered (“**Vendor**”).

1. ACCEPTANCE, DELIVERABLES AND SERVICES

1.1 Acceptance. The Agreement is limited to, and expressly conditional on, Vendor’s acceptance of Zipline’s Terms. Zipline rejects Vendor’s terms and conditions of sale and any additional or different terms that Vendor proposes. If Vendor proposes any additional or different terms, such proposal will not operate as a rejection of the Agreement or Terms if Vendor commences work or otherwise accepts the Agreement, in which case the Agreement and Zipline’s Terms will be deemed accepted by Vendor without any additional or different terms.

1.2 Products and Services. Vendor will deliver to Zipline the deliverables, products, test fixtures, software, documentation and other materials specified in the Agreement and all related drawings, designs and test plans (individually or collectively, “**Deliverables**”) in accordance with the terms and conditions set forth herein. If applicable, Vendor will perform the services described in the Agreement and the services necessary or desirable for delivery of the Deliverables (collectively, the “**Services**”) in accordance with the terms and conditions set forth herein. Zipline may cancel, change, or delay the Deliverables (or number of Deliverables) set forth in the applicable Agreement if such cancellation, change, or delay is made outside of applicable lead times for the necessary materials. Vendor will perform all Services only through its regular, full-time employees or through subcontractors, provided that Vendor notifies Zipline of its use of such subcontractors (Vendor’s employees and approved subcontractors, if any, are referred to collectively as the “**Vendor Personnel**”). Vendor agrees that all Vendor Personnel are subject to Zipline’s continuing acceptance and that Zipline expressly reserves the right at any time to reject any Vendor Personnel for any reason.

2. PAYMENT

As Vendor’s sole compensation for delivery of the Deliverables and performance of Services, Zipline will pay Vendor the fees specified in the Agreement in accordance with the terms set forth therein, subject to Zipline’s reasonable acceptance of the Deliverables. If not otherwise set forth in the Agreement, payment will be made within 60 days following (a) Zipline’s reasonable acceptance of the Deliverables and (b) Vendor’s delivery of a valid invoice therefor.

3. OWNERSHIP AND CONFIDENTIALITY

3.1 Custom Work Product. To the extent that any Deliverables (i) require Vendor’s provision of Services as expressly requested by Zipline or set forth in the applicable Agreement, (ii) are not off-the-shelf products (i.e., products that are publicly available for purchase by third parties and do not need to be specially made to suit a particular purpose of Zipline), and (iii) are developed for or on behalf of Zipline using Zipline confidential or proprietary information, designs, or specifications (“**Custom Work Product**”), then Vendor will, as an integral part of the delivery of the Custom Work Product and the performance of Services, disclose in writing to Zipline all inventions, products, designs, drawings, notes, documents, information, documentation, improvements, works of authorship, processes, techniques, know-how, algorithms, specifications, hardware, circuits, computer programs, databases, user interfaces, encoding techniques, and other materials of any kind that Vendor may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services, or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, trade secret, trademark or other legal protection. Custom Work Product includes any and all tooling related to or made in connection with the Agreement or the Custom Work Product.

3.2 Title to Deliverables and Ownership of Custom Work Product. Zipline will take title to all Deliverables upon acceptance of such Deliverables in accordance with Section 3. Vendor and Zipline agree that, to the fullest extent permitted by applicable law, each item of Custom Work Product will be a work made for hire owned exclusively by Zipline. Vendor agrees that regardless of whether an item of Custom Work Product is a work made for hire, all Custom Work Product will be the sole and exclusive property of Zipline. Vendor hereby irrevocably transfers and assigns to Zipline, and agrees to irrevocably transfer and assign to Zipline, all right, title and interest in and to the Custom Work Product, including, without limitation, all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, “**Intellectual Property Rights**”) therein. At Zipline’s request and expense, during and after the term hereof, Vendor will assist and cooperate with Zipline in all respects and will cause all Vendor Personnel to assist and cooperate with Zipline in all respects, and will execute documents and will cause all Vendor Personnel to execute documents, and will take such further acts reasonably requested by Zipline to enable Zipline to acquire, transfer, maintain, perfect and enforce its Intellectual Property Rights and other legal protections for the Custom Work Product. Vendor hereby appoints the officers of Zipline as Vendor’s attorney-in-fact to execute documents on behalf of Vendor for this limited purpose.

3.3 Moral Rights. To the fullest extent permitted by applicable law, Vendor also hereby irrevocably transfers and assigns to Zipline, and agrees to irrevocably transfer and assign to Zipline, and waives and agrees never to assert, any and all Moral Rights (as defined below) that Vendor or any Vendor Personnel may have in or with respect to any Custom Work Product, during and after the term hereof. “**Moral Rights**” mean any rights to claim

authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right is called or generally referred to as a "moral right."

3.4 **Related Rights.** To the extent that Vendor owns or controls (presently or in the future) any patent rights, copyright rights, trade secret rights, or any other intellectual property or proprietary rights that may block or interfere with, or may otherwise be required for, the exercise by Zipline of the rights assigned hereunder (collectively, "**Related Rights**"), Vendor hereby grants to Zipline a non-exclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, worldwide license (with the right to sublicense) to make, have made, use, offer to sell, sell, import, copy, modify, create derivative works based upon, distribute, sublicense, display, perform and transmit any products, software, hardware, methods or materials of any kind that are covered by such Related Rights, to the extent necessary to enable Zipline to exercise all of the rights assigned to Zipline hereunder.

3.5 **Confidentiality.** "**Confidential Information**" means: (a) any information, materials or knowledge regarding Zipline and its business, financial condition, products, programming techniques, customers, suppliers, technology or research and development that is disclosed to Vendor or to which Vendor has access in connection with delivering Deliverables or performing Services; (b) the Deliverables and any Custom Work Product; and (c) the terms and conditions hereof. Confidential Information will not include any information that:

(i) is or becomes part of the public domain through no fault of Vendor; (ii) was rightfully in Vendor's possession at the time of disclosure, without restriction as to use or disclosure; or (iii) Vendor rightfully receives from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure. Vendor agrees to hold all Confidential Information in strict confidence, not to use it in any way whatsoever, except as needed to deliver Deliverables and perform Services, and not to disclose it to others. Vendor further agrees to take all actions reasonably necessary to protect the confidentiality of all Confidential Information.

4. WARRANTIES, INDEMNITIES, AND LIABILITY

4.1 **Warranties.** Vendor represents and warrants that: (a) Vendor has no pre-existing obligations or commitments (and will not assume or otherwise undertake any obligations or commitments) that would be in conflict or inconsistent with or that would hinder Vendor's performance of its obligations hereunder; (b) the Deliverables will be free of defects in design, materials and workmanship for a period of four years following delivery thereof, will be built in accordance with Zipline's specifications and from new and unused materials, and will be merchantable and fit for the particular purpose for which they are intended, of which Vendor represents that it is aware and Zipline has relied on; (c) the Services will be performed in a thorough and professional manner, consistent with high professional and industry standards by individuals with the requisite training, background, experience, technical knowledge and skills to perform Services; (d) the Deliverables and any Custom Work Product will not infringe, misappropriate or violate the rights of any third party; and (e) all Vendor Personnel who perform Services are and will be bound by written agreements with Vendor under which Vendor owns or is assigned exclusive ownership of all Deliverables or Custom Work Product, including all Intellectual Property Rights therein, and Vendor Personnel agree to limitations on the use and disclosure of Confidential Information no less restrictive than those provided in Section 3.5. If Vendor is deemed not to be in compliance with any of the foregoing warranties with respect to any Deliverable, then at Zipline's option, Vendor will (x) promptly repair or replace such Deliverable at Vendor's sole cost and expense and (y) use its best efforts to minimize and eliminate Deliverable downtime. Zipline reserves its rights to seek additional remedies and/or damages for any warranty issues relating to the Deliverables or Services.

4.2 **Indemnities.** Vendor will defend, indemnify and hold Zipline harmless from and against all claims, damages, liabilities, losses, expenses and costs (including reasonable fees and expenses of attorneys and other professionals) arising out of or resulting from: (a) any action by a third party against Zipline that is based on a claim that any Deliverables or Services, the results thereof (including any Custom Work Product), or Zipline's use thereof, infringe, misappropriate or violate such third party's Intellectual Property Rights; and (b) any action by a third party against Zipline that is based on any act or omission of Vendor or any Vendor Personnel and that results in personal injury (or death), tangible or intangible property damage (including loss of use), or the violation of any statute, regulation or ordinance.

4.3 **Limitation of Liability.** ZIPLINE WILL NOT BE LIABLE TO VENDOR OR ITS AFFILIATES FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIMS ARISING UNDER OR RELATING TO THESE TERMS, WHETHER IN BREACH OF CONTRACT, TORT (INCLUDING CLAIMS OF NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL, WANTON OR INTENTIONAL MISCONDUCT) OR OTHERWISE. IN NO EVENT WILL ZIPLINE'S LIABILITY TO VENDOR OR ITS AFFILIATES UNDER THESE TERMS EXCEED THE TOTAL AMOUNTS PAID BY ZIPLINE TO VENDOR PURSUANT TO THE APPLICABLE PURCHASE ORDER.

5. COVENANTS

5.1 **Support.** Upon Zipline's reasonable request, Vendor will provide to Zipline on-site support at a manufacturing facility designated by Zipline and at such dates and times as requested by Zipline to support Zipline's new product introduction or address any defective or non-conforming Deliverables. In addition, as requested by Zipline from time to time during the initial one-year period after a Deliverable is delivered and reasonably accepted by Zipline, Vendor will provide, at Vendor's sole cost and expense, on-site support at a manufacturing facility designated by Zipline, and at such dates and times as requested by Zipline, to service, maintain, repair and debug the Deliverable (provided that Zipline and its applicable manufacturing partner have made commercially reasonable efforts to maintain and repair the Deliverable prior to Zipline's request for support), unless the Deliverable has been intentionally abused, in which case Vendor will nevertheless provide the foregoing support but will not bear the cost and expense of such support. Vendor also will provide, at Vendor's sole cost and expense, all spare parts and other materials necessary for conducting all support of each

Deliverable during the initial one-year period after a Deliverable is delivered and reasonably accepted by Zipline. Vendor will also provide hotline support during its hours of operation and will use its reasonable best efforts to minimize wait times for such support.

5.2 Engineering Changes. Vendor will implement all reasonable engineering changes and modifications to the Deliverables requested by Zipline.

5.3 Additional Costs. Vendor will not incur any additional costs, other than costs for which Zipline is expressly compensating Vendor as set forth in the Agreement, without Zipline's prior written consent.

6. GENERAL

6.1 Relationship of the Parties. The parties are independent legal entities. Neither party is the agent, representative, or partner of the other party and these Terms will not be interpreted or construed to create an association, agency, employment relationship, joint venture or partnership relationship between the parties. Zipline will have no authority to enter into contracts with third parties on behalf of, or as agent for, Vendor, and Vendor will have no authority to enter into contracts with third parties on behalf of, or as agent for, Zipline. Each party will be fully and solely responsible for the compensation and performance of all of its employees and subcontractors hereunder and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, state and local wage tax, or employment related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by gross income, Social Security taxes and unemployment taxes for such party, its employees and any other agents or subcontractors employed by a party to perform under these Terms. Vendor acknowledges that Zipline will not carry any liability insurance on behalf of Vendor. Vendor will maintain in force adequate liability insurance to protect Vendor from: (i) claims under workers' compensation and state disability acts; and (ii) claims of personal injury (or death) or tangible or intangible property damage (including loss of use) that arise out of any act or omission of Vendor or any Vendor Personnel.

6.2 Term and Termination. These Terms will commence on the Effective Date and will remain in force and effect until the earlier of (i) Zipline's acceptance of all applicable Services, Deliverables and Custom Work Product under the Agreement, and (ii) expiration or termination of the Agreement. Zipline may terminate the Agreement if Vendor breaches any term hereof or, with thirty days' prior written notice, for any reason or for no reason. Upon the expiration or termination hereof for any reason: (a) Vendor will promptly deliver to Zipline all Confidential Information and all Deliverables or Custom Work Product (including all work in progress); and (b) Zipline will pay Vendor any accrued but unpaid fees due and payable hereunder. The parties' rights and obligations under Sections 3-6 will survive the expiration or termination hereof.

6.3 Notices. All notices required or permitted hereunder will be in writing, will reference these Terms and will be deemed given: (a) when delivered personally; (b) one business day after deposit with a nationally-recognized express courier; or (c) three business days after having been sent by registered or certified mail, return receipt requested, postage prepaid. All such notices will be sent to the addresses set forth in the Agreement or to such other address as may be specified pursuant to this section.

6.4 Force Majeure. Any delay or failure of Zipline or Vendor to perform its obligations under this Agreement will be excused if, and to the extent that, the party is unable to perform specifically due to an event or occurrence beyond its reasonable control and without its fault or negligence, including: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; embargoes; fires; explosions; natural disasters; pandemic; epidemic; riots; wars; or sabotage. As soon as possible (but no more than three (3) full business days) after the occurrence, Vendor will provide written notice describing such delay and advising Zipline of the anticipated duration of the delay and when the delay will be cured. During the delay or failure to perform by Vendor, Zipline may at its option: (a) purchase Deliverables or Services from other sources and reduce its Releases to Vendor by such quantities, without liability of Zipline to Vendor, and require Vendor to reimburse Zipline for any additional costs to Zipline; or (b) require Vendor to deliver to Zipline at Zipline's expense all finished Deliverables, work in process and parts and materials produced or acquired for work under these Terms. If upon request of Zipline, Vendor fails to provide within ten (10) days (or such shorter period as Zipline requires) adequate assurances that any delay will not exceed thirty (30) days or if any delay lasts longer than thirty (30) days, Zipline may terminate the parties' agreement without liability. Vendor acknowledges and agrees that change in cost, supplier actions, labor disputes, or contract disputes will not excuse performance by Vendor under theories of force majeure, commercial impracticability or otherwise and Vendor expressly assumes these risks. For avoidance of doubt, neither failure of a sub-supplier to deliver components to Vendor or otherwise perform any obligation owed to Vendor nor an increase in raw material, freight or labor costs or other inflationary pressures constitutes a force majeure event.

6.5 Press Release and Publicity. Vendor will not issue a press release or other publicity regarding these Terms or its subject matter without Zipline's prior written consent.

6.6 Ethics and Business Conduct. Vendor will comply with all applicable laws and regulations enacted to combat bribery and corruption, including the United States Foreign Corrupt Practices Act ("FCPA") and any corresponding law of all countries where business or services will be conducted or performed pursuant to this Agreement. Any amounts paid by Zipline to Vendor pursuant to these Terms will be for the services actually rendered, or products sold, in accordance with these Terms. Vendor will not directly or indirectly through a third party pay, offer, authorize, promise, transfer, or give anything of value (including any amounts paid or credited by Zipline to Vendor) to any employee or official of a government, government-controlled enterprise or company, or political party, or any person acting on their behalf to improperly obtain, retain or direct business, secure an improper advantage, or take any other action, directly or indirectly, in furtherance of any violation of the FCPA or other applicable laws and regulations prohibiting bribery, extortion, kickbacks, or other unlawful business conduct. Vendor has reviewed and understands Zipline's policies with respect to ethical business conduct and agrees to full comply with all such policies. Vendor, to the extent permissible by law, will notify Zipline of any circumstances whereby, to the best of Vendors knowledge, an owner, partner, officer, director, or an employee of

Vendor has been or will become, during the term of these Terms, an official or employee of a governmental entity or political party or a candidate for political office. Vendor represents and warrants that all information to Zipline during the term of these Terms in connection with these anti-corruption provisions will be complete and true.

6.7 Drawings and Specifications. If, during the term of these Terms, Zipline representatives review drawings, specifications, or other data developed by Vendor in connection with the applicable purchase order and make suggestions or comments or approve such documents and data, the parties acknowledge and agree that such action will not serve to relieve Vendor of any responsibility for the reliability, quality, rate of output, cost, delivery, performance, or any other requirements of the applicable Agreement, unless otherwise expressly communicated by Zipline.

6.8 Entire Agreement; Amendment; Waiver; Assignment; Governing Law; Severability. These Terms constitute the complete and exclusive understanding and agreement of the parties with respect to their subject matter and supersedes all prior understandings and agreements, written or oral, with respect to their subject matter. In the event of a conflict, the Agreement will take precedence over these Terms, provided that in the case of Purchase Orders or Scopes of Work issued pursuant to a master supply agreement duly executed by the parties on terms substantially similar to Zipline's form master supply agreement, such master supply agreement will take precedence over these Terms. Any waiver, modification or amendment of any provision hereof will be effective only if in writing and signed by all parties. The failure by either party to enforce any provision hereof will not constitute a waiver of future enforcement of that or any other provision. These Terms will bind and benefit the parties and their respective successors and assigns, provided Vendor may not assign or transfer these Terms, in whole or in part, without Zipline's prior written consent. These Terms will be governed by and construed in accordance with the laws of the State of California, excluding its body of law controlling conflict of laws. The UN Convention on Contracts for the International Sale of Goods (CISG) will not apply and is expressly disclaimed. Any legal action or proceeding arising hereunder will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to personal jurisdiction and venue therein. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law. These Terms are executed in English only. Any translation of these Terms into another language will be for reference only and without legal effect. The parties have fully negotiated these Terms, and it will be interpreted according to the plain meaning of its terms without a presumption that it should be construed for or against either party. Unless otherwise expressly stated, "including" and "e.g." are not exclusive or limiting (and will be deemed followed by "without limitation"); "Section" refers to sections of these Terms; unless otherwise specified, "days" refers to calendar days, including Saturdays, Sundays and holidays; dollar amounts and the symbol "\$" refer to United States dollars; "hereof," "herein" and "hereunder" and words of like import refer to these Terms as a whole and not to any particular section or provision of these Terms; words used in these Terms in the singular number will extend to and include the plural, and words in the plural number will extend to and include the singular; and words in any gender (including the neuter) will extend to and include all genders (including the neuter). Section and other headings are for ease of reference only and are not to be used to interpret the meaning of any provision. Any rights and remedies provided for in these Terms are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under these Terms or under applicable law.