

Revised Purchase Order



Purchase Order			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
May 22, 2025	AB1029926	2	May 27, 2025
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.			
Buyer Contact:			
Buyer	Buyer Email	Buyer Phone Number	
kak - Kanevsky, Kristina	kkanevsky@tamu.edu	979.458.8127	
Customer Contact:			
Name:	Mary Cole		
Email:	MCOLE@TAMU.EDU		
Phone:	+1 713-677-7745		

Sales Tax Exemption

The Texas A&M Health Science Center is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of the Texas A&M Health Science Center.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Order acceptance instructions:

For Order Acceptance Instructions applicable to this PO, see the "Notes to Supplier" section below.

Supplier Information		Delivery Information	
Supplier Name	CYTEK BIOSCIENCES INC	Delivery Address	
Address	47215 LAKEVIEW BLVD FREMONT, California 94538 United States	TAMUS Member:	23-Texas A&M Health Science Center (23)
Phone	+1 510-657-0102	Attn:	Moczygamba Lab
Fax	+1 510-657-0151	Institute of Biosciences & Technology	
FOB / FREIGHT	Destination	Room	Flow Cytometry Core
Pre-Pay & Add	No	2121 W Holcombe Blvd	
Payment Terms	0, Net 30	Houston, TX 77030	
Contract Number - Header	no value	United States	
Contract Number - Line	no value	Delivery Information	
Quote number	Sorter00044945-4-2-2025-ver00	Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Note to Supplier

Ref: Sorter00044945-4-2-2025-ver00 for pricing and specifications.

In the event of any conflict in terms asserted by the Contractor and Texas A&M's Terms and Conditions, Texas A&M's Terms and Conditions shall in all aspects govern and control.

Attachments for supplier

Cytek Cell sorter...

Installation Term...

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	100	Order Acceptance Instructions - TAMU	Vendor guarantees that the products delivered, or the services performed, as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement

Services in writing prior to shipping or performance. This Purchase Order is governed by the laws of the State of Texas and Texas A&M's Terms & Conditions (the version that is effective as of the Purchase Order Date or the Revision Date specified above, whichever is later), which are incorporated into and made a material part of any Purchase Order issued by Texas A&M.

102 Terms & Conditions - TAMU Terms & Conditions - Texas A&M University -This purchase order is issued on behalf of Texas A&M University and is governed by the Terms & Conditions found online: https://purchasing.tamu.edu/_media/TAMU.BID.TERMS.WEB.20230425.pdf

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 6	Cytek Aurora-CS 3L system package; Includes 1-year on-site warranty and 3-day onsite training	N7-00090	EA	292,500.00 USD	1 EA	292,500.00 USD
2 of 6	Sorter Compressor Assy-120V	N7-22053	EA	13,104.00 USD	1 EA	13,104.00 USD
3 of 6	2400W 120V Power Conditioner	N1-00004	EA	631.00 USD	1 EA	631.00 USD
4 of 6	Cleaning Tank Assy (Swagelok)	N7-22137	EA	3,138.51 USD	1 EA	3,138.51 USD
5 of 6	Sorter Start up Kit	B7-20001	EA	2,400.00 USD	1 EA	2,400.00 USD
6 of 6	APD Assy, Violet 16 Channel with Small ParticleEnhanced Performance (V-SPE)	N7-24039	EA	10,500.00 USD	1 EA	10,500.00 USD
Total						322,273.51 USD

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamu.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>Texas A&M Health Science Center</p> <p>***Do Not Mail Invoices***</p> <p>Email invoices to invoices@tamu.edu</p> <p>750 Agronomy Road Suite 3101</p> <p>College Station, TX 77843-6000</p> <p>United States</p>



Quotation Ref: Sorter00044945-4-2-2025-ver00

Quote Date: April 02, 2025
Quote Valid Until: June 01, 2025

Dear Dr Margie,

Thank you for considering the Cytek® **Aurora CS** for your next sorting system.

The **Aurora CS** was designed to leverage the paradigm-shifting technology onboard that has made the Cytek® **Aurora** so successful, and deliver all the sorting capabilities you've come to expect in a high capacity sorter.

Like the **Aurora**, its optical design and unmixing algorithm give scientists remarkable flexibility, enabling the use of a wide array of new fluorochrome combinations without reconfiguring the system for each application. The state-of-the art optics and low-noise electronics provide excellent sensitivity and resolution such that the same assays optimized on the **Aurora** can also be run on the **Aurora CS** for sorting.

The **Aurora CS** comes standard with many features that enable it easily handle any sorting application from small particles to large cells. The same intuitive **SpectroFlo®** software is used to drive the **Aurora CS**, with the addition of a sorter UI console that offers intuitive workflows combined with powerful and customizable functionality.

Take your research even further and gain deeper insights by harnessing the power of Full Spectrum Cytometry to isolate populations of interest.



Eric Barnhart
Technical Sales Representative
Phone:+1 2145373464
Email: ebarnhart@cytekbio.com

<https://welcome.cytekbio.com/cytek-aurora-cs>



Quotation Ref: Sorter00044945-4-2-2025-ver00

Quote Date: April 02, 2025
 Quote Valid Until: June 01, 2025

Bill To Name: Texas A&M University
 Billing Address: 750 Agronomy Rd. Suite 3101
 College Station
 Texas, 77843
 United States

Ship To Name: Texas A&M University
 Shipping Address: 8447 Riverside Pkwy 1359
 TAMU
 Bryan
 Texas, 77807-1359
 United States

Prepared By (Name): Eric Barnhart
 Prepared By (Phone): +1 2145373464
 Prepared By (Email): ebarnhart@cytekbio.com
 Prepared By (Fax):

Contact Name: Dr Margie Moczygemba
 Phone: 7136778114
 Email: mmoczygemba@tamu.edu
 Fax:

Item	Description	Product Number	Qty	List Price USD	Net Price USD	Ext.Price USD
1	Cytek Aurora Cell Sorter Cytek Aurora-CS 3L system Cytek® Aurora CS Full Spectrum Sorter Cytek Aurora CS 3 Laser V/B/R (38 + 3 Channel) Includes: <ul style="list-style-type: none"> • 3-laser full spectrum sorter with tube and plate sorting, sample and collection tube cooling and heating, built-in primary aerosol containment, various nozzle sizes. • 1-year on-site warranty • Workstation (computer, monitor, keyboard, mouse) • 1 additional copy of SpectroFlo software • Seamless compatibility with Cytek® Aurora analyzer • 3-day on-site training: Three-day training: lectures on the fundamentals of spectral cytometry, panel design and sorting w/ hands-on operator training (max. 4 students for operator) 	N7-00090	1.00	390,000.00	292,500.00	292,500.00
	Sorter Compressor Assy-120V	N7-22053	1.00	13,104.00	13,104.00	13,104.00
	2400W 120V Power Conditioner	N1-00004	1.00	631.00	631.00	631.00
	Cleaning Tank Assy (Swagelok)	N7-22137	1.00	3,138.51	3,138.51	3,138.51
	Sorter Start up Kit	B7-20001	1.00	2,400.00	2,400.00	2,400.00
2	APD Assy, Violet 16 Channel with Small Particle Enhanced Performance (V-SPE) The Enhanced Small Particle (ESP) Option is being offered as an early-access product. Data from other early access hardware is available, but no marketing specs are available for the product at this time. In the case of this hardware being altered after purchase, upgrades to your ESP Option will be made accordingly	N7-24039	1.00	10,500.00	10,500.00	10,500.00



Quotation Ref: Sorter00044945-4-2-2025-ver00

Quote Date: April 02, 2025
Quote Valid Until: June 01, 2025

Sub-Total	322,273.51
Shipping and Handling Estimate	3,452.50
Grand Total	325,726.01

- All prices in USD
- The above quotation does not include any applicable sales tax.
- Cytek will confirm order receipt and estimated ship date.
- For faster processing please email PO to orders@cytekbio.com
- The instrument purchase includes online user training and 2 seats for in-house hands-on training at one of Cytek's training centers, including accommodation



Quotation Ref: Sorter00044945-4-2-2025-ver00

Quote Date: April 02, 2025
Quote Valid Until: June 01, 2025

GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale (along with the quotation, "Terms") apply to the purchase of products and services by the customer ("Customer", "Purchaser", "Buyer", also "you" or "your") listed on the attached "quotation" and Cytek Biosciences, Inc. ("Cytek", also "our," "we" or "us").

1. DEFINITIONS. "equipment" means the instruments and the related items supplied with the instrument listed in the quotation. "product" means equipment and consumables. "services" means the services listed in the quotation. "consumables" means the reagents and supply items listed in the quotation.

2. QUOTATION. The attached quotation is valid if Cytek receives your purchase order referencing the quotation number prior to the date indicated on the quotation. Cytek may withdraw the quotation any time before that date upon notice to you or before shipment if an event occurs that is outside our control and makes it commercially impractical for Cytek to fulfill the order. The prices and other terms are contingent on you accepting all the terms and conditions on the quotation without exception. Your issuance of a purchase order for any of the products or services referencing the quotation number or at the prices indicated in the quotation will be your indication to Cytek that you agree to these Terms without exception and the Terms will become the entire agreement between you and Cytek for the products and services ordered.

3. PRICE. The prices you must pay for the products and services are as stated in the quotation. In addition to the stated prices, you must pay for all taxes and fees imposed on the sale or use of the Products and any other governmental charges imposed on Cytek relating to the products and all shipping and handling, freight, insurance, and other services. All prices are in USD unless otherwise noted.

4. SPECIFICATIONS. Specifications in Cytek's sales literature for the products are not guaranteed unless previously certified in writing. Cytek may, without affecting the obligations under these Terms, make insignificant changes to the specifications of the product from those contained in the sales literature.

5. SPECIAL ORDER AND CUSTOM CONFIGURATIONS. Special orders and custom configuration products are warranted only to conform at the time of delivery to the quantity and contents stated in the quotation. There are no warranties, express or implied, that extend beyond the description of the quotation. Purchaser recognizes that Cytek has manufactured the products at the instruction and to specifications provided by Purchaser and has not independently tested the products for any characteristics other than those set forth in the quotation.

6. COMPUTER SUPPORT AND THIRD-PARTY SOFTWARE. Cytek will provide support for only the software and hardware required for system operation, which is referred to as the "basic flow cytometer system". Cytek does not guarantee the system will function if any additional hardware or software is used, including networking hardware and software. If the system fails to meet Cytek's specifications, then Cytek may, at its option, remove hardware and uninstall software in order to return the basic flow cytometer system to its original installed operational configuration. It is the responsibility of the customer to backup all data on the basic flow cytometer computer system. Software not developed by Cytek shall carry the warranty, if any, of the respective third-party software vendor.

7. PAYMENT TERMS. Terms are net 30 days from date of invoice for credit worth accounts. All payments should be made in US Dollars and submitted to: Cytek Biosciences Inc., Wells Fargo Bank, 420 Montgomery Street, San Francisco, CA 94104, USA. For wire transfer: ACH Routing # 121042882, Account # 1923229718, SWIFT WFBIUS6S or please contact ar@cytekbio.com. Cytek shall have the right to receive payment in advance when it deems necessary. If the Purchaser fails to pay any invoice when due, Cytek may also charge Purchaser a late payment charges equal to the lesser of one and one-half percent (1 1/2%), or the maximum permissible rate under California law, per month on the outstanding balance. Cytek may delay shipment or suspend performance under any agreement, if payment under any agreement or order between the Purchaser and Cytek is not received when due or is rescinded. If you are a tax-exempt agency, please submit a copy of your tax exemption certificate with your purchase order or fax a copy to Cytek, Attention: Credit Department at (510) 657-0151. In



Quotation Ref: Sorter00044945-4-2-2025-ver00

Quote Date: April 02, 2025
Quote Valid Until: June 01, 2025

the event you default in your obligations hereunder, you shall be liable for Cytek's costs of collection, including reasonable attorneys' fees. Cytek retains a first priority security interest in the products sold until Cytek receives payment in full, and Cytek has the right to file a copy of the applicable invoice with appropriate authorities at any time in order to perfect such security interest.

8. SHIPMENT; DELIVERY; ACCEPTANCE; RETURNS. Unless expressly specified on the Quotation, all products shipped internationally will be Carriage and Insurance Paid (CIP Incoterms 2020). US domestic shipments will be Free On-Board Origin (F.O.B. Origin Incoterms 2020). Both will be prepaid by Cytek and added to the invoice. Any taxes and duties required to complete delivery will be the responsibility of the Customer. Risk of loss with respect to all products will pass from Cytek to Customer upon shipment. Cytek will ship the Products within a reasonable time after Cytek receives your purchase order, or if the Quotation states a proposed shipment date, on or around such date. Cytek will endeavor to meet any delivery date specified in any purchase order but is not liable for failing to meet the delivery date. You must report to Cytek, in writing, any claims for missing or defective products within 30 days from your receipt of them. Defective products will be addressed according to the warranty provisions. Product returns will be accepted at Cytek's discretion under its Returned Materials Authorization (RMA) policy and may be subject to a restocking fee.

9. CANCELLATION AND RESTOCKING FEE. Cancellation of an order submitted to Cytek will result in a ten thousand-dollar (\$10,000) cancellation fee. All requests to return products for reasons other than a verified performance issue, will have a restocking fee of 25% of the purchase price.

10. SERVICES. The Services include telephone technical support and, as required, parts, labor and travel for on-site service calls during Cytek's normal business hours. The Services, including its limitations and exclusions, are further described in the terms of service document. You will make the equipment available to Cytek at the agreed upon service time or pay Cytek an additional charge based on Cytek's prevailing service rates for the service call. Installation and warranty services do not include (i) moving, re-installing, de-installing or decontaminating the equipment or (ii) service on any uninterruptible power systems, line conditioners, or laboratory information services. If Cytek can provide remote management software, including diagnostics and other services for the equipment, you must maintain and provide network or other Internet access to the equipment so Cytek can remotely access the equipment. You acknowledge that Cytek retains ownership of any equipment Cytek provides for remote diagnostics and services capability.

11. LIMITED WARRANTY AND DISCLAIMER. Unless a special warranty is provided below, provided with the product, or in the attached quotation, Cytek warrants to you that (i) products will perform in all material respects in accordance with the applicable operator manual or product labeling for the lesser of 13 months from the delivery date or 12 months from the date of installation completion, (ii) Products manufactured by Cytek that by their nature are not intended to and will not function for one year are warranted only to give reasonable service for a reasonable time, which will be determined solely by Cytek, (iii) if the product is a reagent or the like, it is warranted only to conform to the quantity and content stated on its label at the time of delivery, and (iv) services will be performed in a workmanlike manner. If a product defect is discovered and verified by Cytek's investigation under normal and proper use during the warranty period, Cytek will, at its option, and without charge either (i) correct by repair, during its normal business hours, or by replacement with an equivalent product the defective product or (ii) refund the purchase price paid by you. If required by Cytek, you must ship the defective product to Cytek transportation charges prepaid, the original warranty period will be in effect on any repaired or replaced Products. If Cytek replaces any part under this warranty or as a result of any services performed, Cytek will own the replaced part. Your exclusive warranty for services not performed in a workmanlike manner will be re-service of the applicable equipment. If a third party manufactured product is supplied to you pursuant to the quotation, Cytek assigns to you any rights that may exist under the warranty provided by the manufacturer, but Cytek does not warrant the performance of the third party manufactured product or provide any remedy for failure of the third-party product to perform **THE WARRANTIES IN THIS SECTION ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ARE YOUR EXCLUSIVE REMEDIES RELATING TO PERFORMANCE OF THE PRODUCTS AND SERVICES. CYTEK DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY ABOUT THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO WARRANTY PERIOD SPECIFIED IN THIS SECTION.**



Quotation Ref: Sorter00044945-4-2-2025-ver00

Quote Date: April 02, 2025
Quote Valid Until: June 01, 2025

12. LIMITATIONS ON WARRANTY. You will be responsible for, and Cytek's service and warranty obligations under these Terms will not apply to, repairs, replacements or claims resulting from (i) your failure to properly perform the service and maintenance required in the operator's manual for the Equipment, (ii) repairs or relocation of the Equipment by persons other than those authorized by Cytek, (iii) replacements with parts, components and materials not supplied by Cytek, (iv) misuse, abuse, negligence, negligent operation of or improper storage of any Product, (v) alterations, modifications, disassembly, repair or tampering by any person other than Cytek's authorized service personnel unless repair by others is made with the written consent of Cytek; (vi) using unauthorized non-Cytek brand accessories, reagents, calibrators, consumable or supplies with the equipment, (vii) environmental conditions outside the recommended range of the product, such as electrical supply, temperature, or humidity, or (viii) other factors beyond Cytek's control, such as fire, explosion or flood. Representations and warranties made by any representatives, salespersons, or agents of Cytek, which are inconsistent or in conflict with or in addition to these Terms, will not be binding upon Cytek unless reduced to writing and approved by an expressly authorized officer of Cytek.

13. LIMITATION OF LIABILITY. Cytek's liability will be limited to direct damages not to exceed the amount paid by the purchaser. Cytek will not be responsible for any damages resulting from delayed shipment. Any action by Purchaser arising out of these Terms may be brought up to one year after the date of the actionable cause.

14. DEFAULT. Any of the following events or conditions will be deemed a default under these Terms: (i) Cytek has not received any required payment in full within 30 days after the payment is due; (ii) you become insolvent, are liquidated or dissolved, institute bankruptcy proceedings or make an assignment for the benefit of creditors; (iii) you are in default of any other agreement between you and Cytek; (iv) without Cytek's consent, you attempt to redistribute the products; (v) you submit any credit or other information to Cytek that is untrue or misleading in any material respect or (vi) you violate any other terms and conditions of these Terms and fail to correct the violation within 30 days after receipt of written notice from Cytek.

15. PURCHASE ORDERS; ENTIRE AGREEMENT. These Terms constitute the entire understanding between you and Cytek with respect to the subject matter hereof and supersede all prior or co-existing communications and agreements regarding such subject matter and cannot be modified except by a written document (which states that it is an amendment) signed by authorized signatories of both parties. Any terms or conditions on your purchase order, order acknowledgement, or any other document relating to the products will be without legal effect.

16. CONFIDENTIALITY. The information in the quotation is confidential and proprietary. Any use or disclosure of this information for any purpose other than that for which it has been provided may cause substantial harm to Cytek and is prohibited.

17. U.S. GOVERNMENT CONTRACTS. If the Products are to be used in the performance of a U.S. Government contract or subcontract and a U.S. Government contract number appears on your purchase order, those clauses of the applicable U.S. Government procurement regulations that are mandatorily required by law to be included in U.S. Government subcontracts are incorporated into these Terms.

18. FDA REQUIREMENTS. If any product listed is subject to regulations of FDA as a device, sale and delivery of that product is contingent upon successful completion and processing of a 510(k) notice for that Product.

19. RESTRICTED COUNTRIES: Buyer acknowledges Cytek products may be subject to the US export laws and regulations. Buyer may not export or re-export the products (nor any direct product therefrom) in violation of the US export laws. Buyer certifies it is not on the US Department of Commerce's Denied Persons List or affiliated lists or on the US Department of Treasury's Specially Designated Nationals List. To the extent required, Buyer shall abide by any and all notices regarding export and agrees not to remove or allow any third party to remove such notices. Buyer's obligation under this section shall survive the expiration or termination of this agreement.

20. RESTRICTED USE. This product is limited to your use for internal, noncommercial purposes— you may not use the product in connection with any commercial activities, which include (without limitation) use of the product in connection with



Quotation Ref: Sorter00044945-4-2-2025-ver00

Quote Date: April 02, 2025
Quote Valid Until: June 01, 2025

any services that you perform for your clients or customers that you are compensated for regardless of the manner in which you are compensated by those clients or customers. You may not use the product to provide services to any third parties, or otherwise use the product for commercial purposes. In addition, you may not, and may not authorize or permit any affiliate or third party to, gain access to or determine the methods of operation of the product, alter, modify, disassemble, dismantle, deconstruct, analyze, determine compositions or structures, design around, or reverse engineer the product, or any part of the product, nor attempt to, or use the product to, refurbish, reconstruct, create, develop or contract to develop a product similar to the product. Buyer shall use the products in strict accordance with all applicable local, state, national, and supra-national laws, regulations and guidelines, as well as all safety precautions accompanying the products. Buyer shall indemnify and hold harmless Cytek from any and all claims, damages, injury, losses or expenses arising out of or resulting from Buyer's breach of these Terms or any act or omission of Buyer, or its agents, employees or subcontractors, in the handling, storage or use of the products, except to the extent caused by a breach of the warranty set forth above.

21. GOVERNING LAW; JURISDICTION: These Terms shall be governed in accordance with the laws of the State of California. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. You and Cytek consent to the jurisdiction of, and venue in, the state and federal courts in Alameda County, California, U.S.A.

22. GENERAL: No waiver of rights under these Terms by either party shall constitute a subsequent waiver of this or any other right under these Terms. Neither these Terms nor any rights hereunder shall be assigned or otherwise transferred by Buyer (by operation of law or otherwise) without the prior written consent of Cytek and any unauthorized transfer or assignment shall be void. If any of the terms and conditions set forth herein are held to be illegal or unenforceable, all remaining terms set forth herein shall remain in full force and effect. Cytek will not be liable for any delay in performance or failure to perform under these Terms due to circumstances beyond its reasonable control, including epidemics, pandemics, quarantines, earthquakes and other acts of God, actions or inactions of government, strikes, fire, explosion, flood, riot, lock-out, injunction, interruption of transportation, supplies or utilities, unavoidable accidents, or inability to obtain supplies at reasonable prices.



Quotation Ref: Sorter00044945-4-2-2025-ver00

Quote Date: April 02, 2025
Quote Valid Until: June 01, 2025

Installation Terms and Conditions

Installation shall be conducted as turnkey installation and must comply with applicable campus safety and access procedures. No installation may commence without prior approval from Texas A&M's designated representative.

Installation must be conducted Monday-Friday, 8:00 a.m. – 5:00 p.m. CST, excluding Texas A&M holidays, unless otherwise approved.

Vendor responsibilities include:

- Safe and damage-free delivery
- Installation and start-up completed as per the bid specifications
- Cleanup and removal of packaging materials. Texas A&M dumpsters may not be used for disposal.
- Repair of any property damage caused by Vendor
- Compliance with drug, tobacco, and alcohol-free campus policy
- Ensuring a minimum of one (1) English speaking employee is on the job and that all employees are appropriately dressed

All parts not specifically mentioned in the Detailed Specifications which are necessary for the system to be complete and ready for operation, or which are normally furnished as standard equipment shall be furnished by the awarded Vendor. All parts shall conform in strength, quality and workmanship to the accepted standard of the industry.

In the event of default, Texas A&M reserves the right to terminate the agreement immediately, procure similar goods/services from another source, and hold the defaulting Vendor responsible for any resulting additional costs.

Vendor shall be responsible for any damage caused to Texas A&M property or personnel, claims arising from negligent or defective work, compliance with Workers' Compensation and applicable laws. Vendor shall defend, indemnify, and hold harmless Texas A&M, its officers, agents, and employees from and against all claims, damages, or losses against any damages or losses due to Vendor actions.

Vendor will remain liable until all claims are resolved to Texas A&M's satisfaction.

All deliverables shall be subject to inspection and approval by Texas A&M. Acceptance of work shall be contingent upon satisfactory performance and conformance to all specifications and requirements herein.