



**ON-LINE TRANSACTION SUPPLY BOND**

WHEREAS \_\_\_\_\_ as Principal (“**Seller**”) has entered into an on-line transaction contract (“**Contract**”) with \_\_\_\_\_ as Obligee (“**Buyer**”), dated \_\_\_\_\_ for \_\_\_\_\_, item # \_\_\_\_\_, (“**Item**”) as more particularly described in the Contract, which is made a part hereof by reference, and WHEREAS, **Seller** has agreed to sell to **Buyer** pursuant to the conditions of sale stated by Seller in the Contract (“**Conditions of Sale**”).

NOW THEREFORE, it is agreed that **Seller** and Liberty Mutual Insurance Company, (“**Surety**”), are bound jointly and severally unto **Buyer** up to the amount of the Item price, being \$ \_\_\_\_\_ United States dollars, for the payment of which sum, **and no more**, we bind ourselves, our heirs, executors, administrators, and assigns subject to all of the terms and conditions set forth below.

**THIS BOND IS SUBJECT TO AND LIMITED BY THE FOLLOWING TERMS AND CONDITIONS:**

1. This obligation is good for thirty (30) days from the close of the on-line transaction. The closing date of the on-line transaction was: \_\_\_\_\_ (“**Closing Date**”).
2. **It is a condition precedent to recovery on this Bond that notice of any potential claim on this Bond must be registered with buySAFE, Inc. as Surety’s authorized representative no later than thirty (30) days from the Closing Date (“Claim Deadline Date”). The Claim Deadline Date may not be extended for any reason, including, but not limited to, any Conditions of Sale or other circumstances that extend the date for delivery of the Item beyond 30 days from the Closing Date.**
3. It is a condition precedent to recovery on this Bond that the **Seller** and **Buyer**, to the extent permitted by law, must have fully participated in the buySAFE Dispute Resolution Process. Where the buySAFE Dispute Resolution Process is not permitted by law, alternative procedures are available and are defined in the buySAFE Terms and Conditions.
4. **Buyer** has no rights under this Bond, and the Bond does not apply to any transaction, if:
  - a. **Seller** satisfies the Conditions of Sale contained in the Contract;
  - b. **Seller** indemnifies and holds the **Buyer** harmless for an amount equal to or greater than the amount of this Bond, from all direct cost and damage incurred by reason of **Seller’s** failure to satisfy the Conditions of Sale;
  - c. **Buyer** has not met the terms of the Contract, including making full payment;
  - d. the sale of the item violates (1) any governing laws, (2) the terms of the on-line transaction marketplace’s terms of use, or (3) the terms of buySAFE’s Terms and Conditions, which is made a part hereof by reference, and which can be viewed at [www.buysafe.com](http://www.buysafe.com);
  - e. the **Buyer** is not a resident of the United States of America or its territories.
5. **Acceptance of Item by Buyer terminates all liability of Surety, unless defect was not discoverable or known at the time of acceptance, but in no circumstances will liability extend beyond 30 days from Closing Date.**
6. The Surety reserves the right in its sole discretion to choose the method most appropriate to remedy the **Buyer’s** damages.
7. The Surety shall not be liable under any circumstances for any damages related to any of the following:
  - a. damages in excess of the Item price;
  - b. express, implied or statutory product warranties or guarantees of any kind, including but not limited to implied warranties of merchantability, and fitness for a particular purpose;
  - c. special, incidental or consequential damages including punitive damages; and
  - d. diminution in value of the Item.
8. Any litigation related to the Bond must be commenced within one year from Closing Date, except where the applicable period of limitation required by law is longer, then such period shall be the shortest allowable by law.

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_ at \_\_\_\_\_.

Principal: \_\_\_\_\_  
SELLER NAME

Surety: \_\_\_\_\_  
COMPANY NAME

By: \_\_\_\_\_  
Inc. Attorney-in-Fact

By: \_\_\_\_\_  
Resident Agent