

SUPPLY CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That, _____
(here insert full name and address or legal title of Supplier)

as Principal, (hereinafter called the Supplier), and _____
(here insert full name and address or legal title of Surety)

as Surety, (hereinafter called Surety), are held and firmly bound unto _____
(here insert full name and address or legal title of the Buyer)

as Obligee, (hereinafter called the Buyer), in the just and full sum of _____
Dollars (\$ _____)

for the payment of which sum, well and truly to be made, the said Supplier and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Supplier has entered into a certain written contract with the Buyer dated _____ 20, _____ to furnish the following briefly described supplies:

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the said Supplier shall fully indemnify and reimburse the Buyer for any loss that he/she (they, it) may suffer through the failure of the Supplier to furnish said supplies in accordance with the terms of said contract, at the time(s), and in the manner therein specified, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED HOWEVER, it shall be a condition precedent to any right of recovery hereunder, that in event of any default on the part of the Supplier, a written statement of the particular facts showing the date and nature of such default shall be immediately delivered to the Surety by certified mail at its Home Office in _____

AND PROVIDED FURTHER that no action, suit or proceeding shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety on or before the later of the following:

- a) One year after the date of issuance of final payment to the Supplier under the Contract; or
- b) One year after the expiration date of any express warranty period provided for in the contract.

IN WITNESS WHEREOF, the said Supplier and Surety have signed and sealed this instrument this

the _____ day of _____, 20____.

(Principal) (Seal)

(Title)

(Witness)

(Surety) (Seal)

(Title) (Attach valid Corporate Power of Attorney Form)

(Witness)