



**Business is a: (Check one)**

Sole Proprietorship     Partnership     Limited Company     Other(Please Specify) \_\_\_\_\_

Date Started: \_\_\_\_\_ Jurisdiction of Incorporation: \_\_\_\_\_ D&B #: \_\_\_\_\_ Corporation #: \_\_\_\_\_

Are you a:  Subsidiary or  Division    Landlord Information:  Rent or  Own

Parent Company Name: \_\_\_\_\_ Landlord Name: \_\_\_\_\_ Phone: \_\_\_\_\_

City/Province/Postal Code: \_\_\_\_\_ Address: \_\_\_\_\_

Parent Company D&B #: \_\_\_\_\_ Years at current address: \_\_\_\_\_

**Principal Information: (Attach A Separate Sheet If Needed)**

Owner/Partner/Officer Name and Title: \_\_\_\_\_ % Ownership: \_\_\_\_\_

Social Insurance #: \_\_\_\_\_ Driver's License # & Province: \_\_\_\_\_

Street Address: \_\_\_\_\_ City/Province/Postal Code: \_\_\_\_\_

Have you ever filed for bankruptcy?  No  Yes

Personal  Business    Date Filed: \_\_\_\_\_ Status: \_\_\_\_\_

Owner/Partner/Officer Name and Title: \_\_\_\_\_ % Ownership: \_\_\_\_\_

Social Insurance #: \_\_\_\_\_ Driver's License # & Province: \_\_\_\_\_

Street Address: \_\_\_\_\_ City/Province/Postal Code: \_\_\_\_\_

Have you ever filed for bankruptcy?  No  Yes

Personal  Business    Date Filed: \_\_\_\_\_ Status: \_\_\_\_\_

**Which category best describes your company's business? (Select one)**

Computer Products     Security Products     Video Gaming Products

Home Entertainment/Consumer Electronics     Educational Institution or Reseller

**Bank References (Required to set up an account)**

Bank Name: \_\_\_\_\_ Checking Account #: \_\_\_\_\_

ABA/Routing #: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City/Province/Postal Code: \_\_\_\_\_

Phone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

For D&H internal use: Salesman \_\_\_\_\_ Telezone \_\_\_\_\_

## Trade References *(Related industry purchases during past 12 months)*

Name: \_\_\_\_\_ Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
Fax: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
Account #: \_\_\_\_\_ Account #: \_\_\_\_\_ Account #: \_\_\_\_\_

## Flooring Reference *(If applicable. Please list separately if more than one)*

Name \_\_\_\_\_ Phone: ( ) \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Account #: \_\_\_\_\_  
Would you like information on Floor Planning?  Yes  No

Customer agrees to notify D&H Canada ULC ("D&H") of any changes in ownership of its business as set forth herein by certified mail to:

D&H Credit Department;  
7975 Heritage Road, Unit 20  
Brampton, ON L6Y 5X5  
Phone: 800-340-1008 FAX: 717-255-7851 Website: www.dandh.ca

I/we hereby authorize D&H or any credit bureau or other investigative agency retained by D&H to investigate the references herein listed or statements or other data obtained from the Customer and/or the individual(s) making the application (collectively the "Credit Applicant") or any other person pertaining to the Credit Applicant's credit and financial responsibility. In consideration of the extension of credit by D&H to the Customer, I/we agree to promptly pay all accounts in accordance with the terms expressed on the invoice. I/We further agree that if any invoice for merchandise ordered shall remain outstanding past the due date, it shall bear interest at the rate of 1 1/2 % per month (18 % per annum) until paid. In the event that any suit or action is instituted to collect money due on the Customer's account, whether principal or interest, or both, the Credit Applicant(s) agrees to pay, in addition to the amount owed, all legal fees and collection agency fees incurred. The undersigned individual(s) who is either a principal of the Customer or a sole proprietors of the Customer, recognizing that his or her individual credit history may be a factor in the evaluation of the credit history of the Customer, hereby consents to and authorizes the use of a consumer credit report on the undersigned by D&H, from time to time as may be needed, in the credit evaluation process. The undersigned individual(s) hereby authorizes and consents to the collection, retention and use of his or her personal information for the purposes of the evaluation of this application, the extension of any credit, and the administration and collection of the Customer's account. Where more than one person completes this form the liability of such persons shall be joint and several. This agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and any controversy or claim arising out of, or relating to, this agreement, or the breach thereof, shall be resolved through litigation in the Courts of the Province of Ontario. This agreement is strictly confidential and is not transferable or assignable without prior written consent of D&H. The undersigned agrees that any changes in liability for any debts incurred to D&H due to a change in Customer's form of business shall not be effective as to D&H unless D&H consents to such change in writing. The undersigned hereby agrees to be bound by the terms and conditions contained herein, the standard terms and conditions of credit, sale or other supply (as may be amended, supplemented, or replaced from time to time) and the terms of sale listed on an invoice or approved purchase order of D&H and all other D&H documents related to the arrangements between the undersigned and D&H as amended, supplemented or replaced from time to time by D&H or agreed to in writing by D&H.

PRINT NAME

TITLE

SIGNATURE

DATE

## Signature required for application to be processed

**\*\*\*CURRENT YEAR-END FINANCIAL STATEMENTS ARE REQUIRED FOR NET TERMS\*\*\***

*Financial statements must include a balance sheet and income statement. Unaudited financial statements must be signed and dated by the Company's Owner/Officer. The statement's time period must be indicated.*

## Authorized Representatives Of The Customer:

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_  
Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_ E-mail: \_\_\_\_\_

# Guarantee

Date \_\_\_\_\_

To: D&H Canada ULC

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intended to be legally bound hereby, each of the Undersigned jointly and severally unconditionally guarantee to you the full and prompt performance by *(insert Obligor Company)* \_\_\_\_\_

\_\_\_\_\_ (herein called "Obligor") *(Insert name and address of Obligor, and jurisdiction of incorporation, if a corporation)* of all obligations which Obligor presently or hereafter may have to you and payment when due of all sums presently or hereafter owing by Obligor to you (the "Obligations"), and agree to indemnify you and save you harmless against any losses you may sustain and expenses you may incur as a result of any failure to perform any of the Obligations. If Obligor incorporates or enters into any form of partnership, or has already done either of the foregoing, this guarantee and indemnity shall also include obligations incurred by any such corporation or partnership succeeding to all or any part of the business presently or hereafter conducted by Obligor as if such corporation or partnership were a Co-Obligor and any reference to the term "Obligor" herein shall include the Co-Obligor. The Undersigned shall be liable to you as principal debtor and not as surety.

For the purposes of this guarantee and indemnity, all sums owing to you by Obligor shall be deemed to have become immediately due and payable by the Undersigned if (a) Obligor defaults in any of its Obligations; (b) a petition under the *Bankruptcy and Insolvency Act* (Canada), as amended, or for the appointment of a receiver, trustee or similar official for all or any part of the property of Obligor is filed against Obligor, and is not dismissed or vacated within thirty (30) days of the filing of said petition or the appointment of said receiver, trustee or similar official, whichever is earlier; (c) Obligor commences or is subject to any process or proceeding to make, file or document any intention to enter into, any proposal, arrangement or compromise (voluntary or involuntary) under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the arrangement provisions of any applicable corporate legislation, or any similar or successor legislation; (d) Obligor makes a general assignment for the benefit of any creditor, suspends business or commits any act amounting to a business failure; (e) Obligor makes a bulk sale of its assets; (f) Obligor commences any liquidation, dissolution or any proceeding (voluntary or involuntary) under the *Winding-Up and Restructuring Act* (Canada) or other similar federal or provincial legislation; (g) Obligor is unable to meet its debts as they become due or is insolvent pursuant to any applicable provincial or federal legislation; or (h) an attachment be levied or tax lien be filed against any of Obligor's property.

This shall be a continuing guarantee and indemnity and irrespective of the lack of notice to or consent of Undersigned, their obligations hereunder shall not be impaired in any manner whatsoever, and without limiting the foregoing, by any

- (a) new agreements or obligations of Obligor with or to you,
- (b) amendments, extensions, modifications, renewals or waivers of default as to any existing or future agreements or obligations of Obligor or third parties with or to you, or extensions or credit by you to Obligor,
- (c) adjustments, compromises or releases of any obligations of Obligor, Undersigned or other parties, or exchanges, releases or sales of any security of Obligor, Undersigned or other parties,
- (d) fictitiousness, incorrectness, invalidity or unenforceability, for any reason, of any instrument in writing, or acts of commission or omission by you or Obligor,
- (e) compositions, extensions, moratoria or other relief granted to Obligor pursuant to any statute presently in force or hereafter enacted,
- (f) interruptions in business relations between you and Obligor,
- (g) any defence, counterclaim or right of set-off available to the Obligor,
- (h) any amalgamation, merger, consolidation or other reorganization of the Obligor or of its business or affairs, or
- (i) any change in the name, objects, capital stock, constating documents, by-laws, ownership, control or constitution of the Obligor.

Each of the Undersigned hereby waives any right to require you to, (a) proceed against the Obligor or any others of the Undersigned, (b) proceed against or exhaust any guarantee or security that you may at any time hold, or (c) pursue any other remedy whatsoever which may be available to you, before proceeding against any of the Undersigned.

Notice of your acceptance hereof, of default and non-payment by Obligor or any other parties, of presentment, protest and demand, and of all other matters of which Undersigned otherwise might be entitled, is waived. The obligations hereunder of each Undersigned are joint and several, and shall be binding upon their respective heirs, executors, administrators, personal representatives, successors and assigns. The failure of any person to sign this guarantee and indemnity shall not affect the liability hereunder of any signor thereof. The death, diminution of capacity or release from liability hereunder of any Undersigned shall not relieve the others from liability hereunder. Each of Undersigned may terminate his/her obligation hereunder as to then future transactions between you and Obligor by registered mail notice to you at your stated address, provided however, that such termination shall not affect either his/her liability hereunder with respect to any Obligation incurred prior to your receipt of such notice, or the continuing liability of such of the others of the Undersigned as have not given such notice.

Upon your demand, the Undersigned shall forthwith pay to you such amount or amounts as are payable hereunder, perform any obligations contemplated herein, and reimburse you, for all costs and expenses including, without limitation all legal fees incurred by you in the enforcement of any of your rights hereunder against any of Undersigned. The Undersigned hereby irrevocably consents to the issuance of any order by a Court of competent jurisdiction in relation to your enforcement of this guarantee and indemnity, and acknowledge and agree that this guarantee and indemnity shall operate as a full and complete defence and bar against any action by any of the Undersigned in objecting or otherwise defending against such order. The Undersigned acknowledge and agree that in the event of the breach of this guarantee and indemnity by any of the Undersigned, you will be entitled to recover from any or all of the Undersigned an amount equal to twenty percent (20%) of the amount then payable and outstanding by the Undersigned as reimbursement for the costs incurred by you, and not as a penalty, for the collection on this guarantee and indemnity beyond the mere initial demand for payment.

This guarantee and indemnity is assignable by you, shall be construed liberally in your favor and shall ensure to the benefit of your successors and assigns. This guarantee and indemnity is in addition to and not in substitution for any other undertakings, guarantees or security held or which hereafter may be held by or for the benefit of you. If Obligor should default in performance of any Obligations, and if any third party makes any payment to you with respect thereto, such third party shall, to the extent thereof, be subrogated to all of your rights against Undersigned hereunder. Legal rights and obligations hereunder shall be determined in accordance with the laws of the Province of Ontario and each of the Undersigned hereby attorns to the jurisdiction of the Courts of the Province of Ontario.

I/we hereby authorize you and consent to the collection, retention and use by you of my/our personal information for the purposes of evaluating my/our creditworthiness and ability to give the financial guarantees contained in this document, from time to time, and I/we acknowledge and also consent to the disclosure of my/our personal information to any credit bureau or other investigative agency that you find necessary in order to complete your evaluation.

Witness \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_

Home Address \_\_\_\_\_

\*Social Insurance # \_\_\_\_\_

Witness \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_

Home Address \_\_\_\_\_

\*Social Insurance # \_\_\_\_\_

**SELECT ONE:  NEW ACCOUNT PASSWORD REQUEST  CHANGE OF ADMINISTRATOR**  
**Electronic Commerce User Agreement for [www.dandh.ca](http://www.dandh.ca)**  
**PASSWORD REQUEST FORM**

Please complete the Electronic Commerce User agreement and License ("Agreement") below and have it signed by an authorized signator and either fax it or mail it to D&H CANADA at the address below. D&H CANADA will process your request and provide you with written notification of your log-in and password. **We will send this via e-mail within 3 business days of the account being set up in our system. For security reasons, D&H CANADA will only provide this sensitive information via email to the address we have on file.** Read all terms and conditions of this agreement before signing, opening any software media package (if included) or accessing the D&H CANADA Web Site or any informational database. By opening any D&H CANADA software package or accessing the Web Site or informational database, your organization ("you") agree to these terms and conditions, as modified or amended from time to time and each time you access the database, software, or site, you reconfirm your agreement. If you do not agree to these terms and conditions, you may elect not to access the database or site, and must, if applicable, return any accompanying software product container and its contents, including any unopened software media package, to D&H CANADA. This Agreement is effective from the day you initially use or install the software, access the database or site until such time as you cease to be an authorized reseller of D&H CANADA.

You may access this secure site by choosing to "log-in" from various locations within the D&H CANADA non-secure site. At that point you will be prompted to enter your log-in ID and password. Your account will be initialized and ready for use when you receive your log-in and password. Maintenance of the security of this password is your responsibility. Please guard this information as you would your credit card or bankcard number, including how it is used by the employees (current and previous) of your organization. D&H CANADA is not responsible for any unauthorized use of this information unless written notice is received and confirmed by D&H CANADA as to the termination of this program. We cannot process questions relating to the access of our secure web site without your account number.

You, as administrator, agree to maintain your password file within [dandh.ca](http://dandh.ca). Please refer to the rules and regulations of the administrator in the password function in [dandh.ca](http://dandh.ca).

You agree that electronic orders placed under this Agreement are valid and are for all purposes deemed in writing, signed by you, and are admissible to the same extent and under the same conditions as other business records between the parties. Unless otherwise agreed to in a writing signed by an officer of D&H Canada, the terms and conditions of electronic sales made under this Agreement are contained on D&H Canada's written invoices, and available on line, as amended from time to time.

The data provided by D&H CANADA under this Agreement has been subject to numerous control mechanisms to insure its accuracy. D&H CANADA at all times will use best efforts to maintain this accuracy as to pricing and availability of products. However, if at any time the data is incorrect as to price, availability, description, image and product attributes, D&H CANADA reserves the right to reject orders placed based on this erroneous information. D&H CANADA shall not be liable for any damages beyond refunding the purchase price paid for the product upon its return.

The data provided herein shall at all times remain the property of D&H CANADA and (your company name) \_\_\_\_\_ shall take commercially reasonable steps to make sure this data is secured from any unauthorized use, copying transmission, downloading, or other distribution. Please send any questions to [Webmaster@dandh.com](mailto:Webmaster@dandh.com).

**For a new account, D&H CANADA will complete the account number line.**

Customer Acct # \_\_\_\_\_

**Must complete all following information to have a password issued.**

Company: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone: \_\_\_\_\_

Do you wish to authorize drop shipping on your account? YES  NO

By signing below, I agree to the above terms and conditions:

\_\_\_\_\_  
Authorized Signature Title Date

**We will send this via e-mail within 3 business days of the account being set up in our system.**

**eFor questions email: [passwords@dandh.com](mailto:passwords@dandh.com)**

**Selecting the FORGOT PASSWORD link on our homepage at [www.dandh.ca](http://www.dandh.ca) can retrieve a misplaced password**

**Fax completed requests to: (717) 255-7851 or mail to:**

**D&H CANADA 2525 N. 7<sup>th</sup> Street Harrisburg, PA 17110 Attention: Web Password Admin**