



Dimachem Inc. 3258 Marentette Ave, Windsor, ON, N8X 4G4 519-969-5570

New Account Set Up & Credit/PAD & Equipment Rental Agreement

Congratulations on becoming a Dimachem Customer!

All information will be used solely for the purpose of establishing credit and payment with Dimachem Inc. and will be held in the strictest of confidence.

Completed forms should be emailed to orderdesk@dimacheminc.com

Section 1: Basic Information (*Mandatory)

Legal Name Of Your Firm*:	
Shipping Address*:	
City/ Province/State*:	
Postal/ZIP Code*:	
Billing Address*: <input type="checkbox"/> Same as Shipping Address	
City/ Province/State*:	
Postal/ZIP Code*:	
Phone Number*:	
Email Address*:	
Duns #:	
Business Licence#:	
Business Type:	<input type="checkbox"/> Incorporated Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor
Years in Business:	<input type="checkbox"/> Under One Year <input type="checkbox"/> One To Five Years <input type="checkbox"/> Over Five Years: _____
Owner/Manager Name/email/phone#*:	
A/P: Contact Name/email/phone#*:	
Address to email your invoice?*	
Do you accept CHEP Pallets*?	<input type="checkbox"/> No <input type="checkbox"/> Yes (If yes, CHEP location) Code: _____
Preferred Courier Co.:	Account# _____
Do you <input type="checkbox"/> own premises or Landlord's Name, Address, and Phone:	
Do you have a level Loading Dock*?	If No, state receiving special requirements?



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Section 2: Banking and Credit Information & References

Banking Details (Complete or attach a VOID cheque):

Bank:	
Bank Transit #:	
Account #:	
Bank Tel. #:	
Bank Contact/Rep:	

Credit Card Details (Note: Dimachem Inc.'s CC account is only for smaller web orders or incidental payments. Our maximum allowable is <\$5,000 per month per client and we have a monthly total maximum of \$10,000). Note, our Terms state, "All credit card merchant fees or charges are to be paid by buyer." We charge +3% for credit card payments. There is no fee for PAD, cheque or direct deposit payment (wire).

To pay your invoices by wire transfer, please see these details: [Dimachem Banking Payment & Remittance](#)

Card Holder Name (as it appears on card):	
Billing Address (if different than company above) Street Address with Postal or ZIP Code:	
Card #:	
Expiration Month/Year:	
CCV (number on back):	

PAD & Credit Card Authorization Notes:

- Payor may revoke their Authorization at any time, subject to providing 14 days notice. The Payor may obtain a sample cancellation form, or further information on their right to cancel a PAD Agreement, at their financial institution or by visiting <https://payments.ca/>.
- The Payor has certain recourse rights if any debit does not comply with this agreement. For example, the Payor has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on recourse rights, contact your financial institution or visit <https://payments.ca/>.
- Dimachem will email a copy of the invoice to the Payor on or about the time of the PAD. The Payor waives the Pre-notification requirements of Rule H1 and agrees that the emailed invoice is sufficient notice.
- The Processing Member is not responsible for validating the terms of the Payor's PAD Agreement in respect of a PAD issued under that agreement
- This form has been reviewed and approved by our bank, BMO and conforms to all Banking Regulations including Automated Clearing Settlement System (ACSS) Rules and Standards



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Section 3: Application for Rotating Credit Account

If you have completed the PAD in section #2, you can skip this table. With PAD, we will issue an invoice at time of shipment and then process PAD on the invoice due date and email you a receipt. If you prefer to pay by cheque or electronic transfer, you will need a rotating credit account. Please state the total dollar amount of rotating credit you are requesting \$. If you are requesting credit, please complete the following table.

Three Supplier References:		
Name	Phone	Contact
Names & Addresses of Owners or Directors:		
Name	Phone	Address



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Section 4: Authorization

For the purpose of processing this application the undersigned hereby authorizes Dimachem Inc. to investigate the applicant’s credit experience with suppliers, banks and other institutions with whom the applicant has conducted business. Upon approval of the application by the credit manager, credit may be extended subject to the our standard terms and following terms and conditions:

- 1. To pay all purchases on a quoted terms basis and if not so paid they become past due and may be wholly billed to your PAD or credit card. Dimachem Inc. is hereby authorized to Pre Authorized Debit (PAD) or charge Credit Card the amount due on the due date, and recurring/repeating monthly charges on the invoice due date.
- 2. Credit privileges will automatically be suspended should the applicant’s account become overdue.
- 3. All merchant fees and service charges of 2% per month will be charged on all past due accounts.
- 4. Any disputed charge of discrepancy will be reported within 14 days of receiving the invoice from Dimachem.
- 5. The applicant authorizes Dimachem to exchange information concerning account performance with other suppliers who deal with the applicant and/or credit rating agencies.
- 6. Please pay by Invoice, statements provided by request.

This agreement is between your firm and it’s owners(s) and Dimachem Inc., a Corporation incorporated under the law of Canada and having a sales office at: 3258 Marentette Ave, Windsor, ON, N8X 4G4. This shall signify your good and sufficient authority.

Authorized Signatory - Name (Please print)

Authorized Signatory - Signature

Date

Direct Phone Number

Section 5 (Optional): Equipment Rental Agreement – Only applicable if Renting (Leasing) Equipment

In consideration of the rents, covenants and agreements herein contained, the RENTER agrees to rent from the DIMACHEM the following equipment:

Description (Make and Model) of EQUIPMENT	EQUIPMENT Serial No.	Monthly Rent (\$) (pretax)

Start Date _____

RENTAL starts on the day of the installation of EQUIPMENT. A security deposit equivalent to 2 months rent will be charged upon signing this agreement. RENT is paid automatically on the first of each month. The initial term of the Agreement is for five (5) years and will auto-renew with CPI for one (1) year terms thereafter. This agreement is cancellable by DIMACHEM with 30 days notice.

The DIMACHEM agrees to provide the parts and service as required to maintain the EQUIPMENT in good working order, provided that if damage to the equipment is caused by any act or omission of the RENTER, its employees, officer or agents, including failure to undertake routine daily maintenance as instructed by DIMACHEM, the RENTER agrees to pay DIMACHEM for repairs required, including parts and labour. DIMACHEM shall not be liable to the RENTER in any way for any delay in supplying the RENTER with the Equipment, replacements of the EQUIPMENT or in any servicing, supplying, or repairing the Equipment.

RENTER shall indemnify the DIMACHEM against and hold the DIMACHEM harmless from any and all claims, actions and damages arising out of the manufacture, purchase, rental, possession, operating, return or use of the EQUIPMENT or by operation of law. The RENTER acknowledges that it has selected the EQUIPMENT as a result of its own investigations and without relying on any representations or warranties given by DIMACHEM.

RENTER will not change, alter or repair the EQUIPMENT or use any detergents or sanitizers in the operation of the EQUIPMENT accept those supplied by DIMACHEM in writing for use in the Equipment. The RENTER shall use the EQUIPMENT in a careful proper manner and will undertake routine daily maintenance as directed by DIMACHEM. Use of unauthorized detergents, sanitizers or rinse additive in the EQUIPMENT will result in a charge equivalent to DIMACHEM S loss of sales. The RENTER shall operate, maintain or store the EQUIPMENT in a clean, safe, secure place and in the manner contemplated by the manufacturer or the supplier of the Equipment. The RENTER shall use the EQUIPMENT only for such purpose for which it was manufactured and only in accordance with all applicable laws, by-laws, rules and regulations affecting the use of the same. DIMACHEM may enter upon the premises of the RENTER of where the EQUIPMENT is located or where DIMACHEM believes the EQUIPMENT to be located at any time without notice to examine the Equipment. DIMACHEM may enter such premises and remove the EQUIPMENT for the purposes of repairing and maintaining the EQUIPMENT or exercising the rights of DIMACHEM upon default by the RENTER under this Rental Agreement without notice to the RENTER. Any removal of the EQUIPMENT by DIMACHEM shall thereby terminate the RENTER's right to possession of the EQUIPMENT under this Rental Agreement. DIMACHEM shall not be liable to the RENTER for any loss, damage or expense incurred by the RENTER, including, but not limited to any consequential loss, loss of opportunity or loss of profit caused by the entry of DIMACHEM on such premises or the removal of the EQUIPMENT under the terms of this Rental Agreement.

The RENTER shall keep the EQUIPMENT at the location specified within this Rental Agreement. The RENTER shall not remove the EQUIPMENT from this location without the prior written consent of an Officer of DIMACHEM. DIMACHEM shall retain all right to ownership and title to Equipment. No ownership or title to the EQUIPMENT is transferred or assigned to the RENTER under this Rental Agreement. The RENTER shall not do any act, allow any other person to do any act or omit to do any act which would be inconsistent with DIMACHEM ownership and title in the Equipment. Without limiting the generality of the foregoing statement, the RENTER shall not permit any party to obtain an interest in the equipment by way of lien, charge, encumbrance, right to possession or otherwise. The RENTER agrees to comply with all laws, ordinances and regulations present and future in any way relating to the use, maintenance, possession, delivery, renting, operation and return of the Equipment. The RENTER shall keep the EQUIPMENT free of levies, liens and encumbrances and shall pay all license fees, registration fees, assessments, charges and taxes which may be levied or assessed directly or indirectly against the operation of the Equipment.

RENTER shall obtain and maintain for the entire term of this agreement, including any renewal term thereof at its own expense, property damage and liability insurance and insurance against loss or damage to the Equipment, including without limitation, lost by fire or theft or such other risks of loss in accordance with normal industry standards, in an amount which will cover the full replacement value of the EQUIPMENT from time to time. The RENTER shall also maintain general liability insurance covering personal injury or death of any person and damage to property arising out of the RENTER's use or possession of the EQUIPMENT and agrees to indemnify and hold DIMACHEM harmless against and from all claims, costs and expenses in any manner arising from the RENTER's use or possession of the Equipment. All insurance shall show DIMACHEM as an additional named insured, shall name DIMACHEM as loss payee with respect to the EQUIPMENT and shall contain a clause requiring the insured to give DIMACHEM at least 15 days prior written notice any alteration to the terms of such policy or the cancellation thereof. The RENTER shall provide DIMACHEM with certificate(s) of insurance at DIMACHEM's request. RENTER will at its expense make all proofs



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of loss and take all other steps necessary to recover insurance benefits, however, DIMACHEM may do so if it deems it necessary or desirable, at the RENTERs expense.

The RENTER shall at the sole expense of the RENTER return the EQUIPMENT to DIMACHEM in the same condition in which the EQUIPMENT was received by the RENTER, save and except for reasonable wear and tear to the Equipment. In the event the RENTER shall fail to return the EQUIPMENT on the date or in the condition specified, the RENTER shall pay to DIMACHEM any and all costs, charges and expenses incurred by DIMACHEM to replace, repair or restore the EQUIPMENT to its original condition and reasonable compensation for loss of rental of the EQUIPMENT until any replacement, repair or restoration is complete. The RENTER shall be liable for losses, theft, malicious or non-accidental damages, vandalism, and damage to the EQUIPMENT caused by any failure to the RENTER to lubricate, maintain or properly operate the equipment.

This Rental Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This agreement is between your firm and Dimachem Inc., a Corporation incorporated under the law of Canada and having a sales office at: 3258 Marentette Ave, Windsor, ON, N8X 4G4. This shall signify your good and sufficient authority.

Authorized Signatory - Name (Please print)

Authorized Signatory - Signature

Date