CREDIT APPLICATION
Sonepar Mountain Holdings, LLC d/b/a QED
1661 W. 3rd Avenue
Denver, CO 80223

CUSTOMER NAME (Company Name)	Date of Application
Name of Representative Submitting Application on behalf of Customer:	Title of Representative Submitting Application on behalf of Customer:

Physical Address			Billing Address		
City	State	Zip	City	State	Zip

Business Phone (not cell) ( )	Business Fax ( )	Business Email	
Type of Entity	Year Established	Tax Exempt No. Please Include Certificate	Fed.ID#
Bonding Agent	Contractor's License Number	Business License Number	

Officers of Company		
President	Phone ( )	Cell Phone ( )
Vice President	Phone ( )	Cell Phone ( )
Secretary	Phone ( )	Cell Phone ( )

Accounts Payable Contact	Phone ( )	Email for invoices & statements:

Bank Reference			
Name	Branch	Officer	Checking _____ Savings _____

Trade/Credit References		
Company Name	Contact	Fax Number
		( )
		( )
		( )

Do you require a Purchase Order on your invoices? _____YES _____ NO

Has the owner ever filed bankruptcy? _____

Have any tax liens been filed against the company? _____

Is the owner a signer on any other financial obligation? _____

CREDIT AGREEMENT

As valuable and sufficient consideration for SONEPAR MOUNTAIN HOLDINGS, LLC D/B/A QED ("QED") processing this Credit Agreement (this "Agreement") and potentially opening a credit account in favor of the undersigned customer (the "CUSTOMER"), the CUSTOMER agrees to the following terms and conditions:

CUSTOMER agrees that the terms and conditions stated herein govern all of CUSTOMER's business relationship with QED, whether such relationship commenced before or after execution of this agreement, including without limitation CUSTOMER's purchase of any goods and services from QED under a purchase order, telephone order, supply agreement, in-store purchase, cash or credit-card purchase, or otherwise. The terms of this agreement are effective immediately upon execution by CUSTOMER, regardless of whether any purchase on credit has yet occurred or whether any purchase order has yet been issued.

The CUSTOMER agrees to promptly pay all amounts due and owing which may hereafter become due and owing to QED, for work done and material supplied at CUSTOMER'S request, and these amounts are due and owing on on the last business day of the month following the date of statement (ND30D). CUSTOMER agrees that a service charge of 1.5% per month, compounded monthly, shall accrue on any account balance not paid by on the last business day of the month following the date of statement (ND30D), which interest shall continue to accrue until paid in full, both before and after judgment. CUSTOMER agrees that all payments are to be made at QED's office at 1661 W. 3rd Avenue Denver, CO 80223. CUSTOMER agrees that failure to object to an invoice, in writing, within thirty (30) days from the date of the invoice shall constitute a waiver of any and all defenses to payment of the amounts reflected on the invoice, including interest charges, and that such amounts shall constitute an account stated against CUSTOMER. CUSTOMER agrees that in the event CUSTOMER does not accompany its payment(s) with an express remittance advice directing specific application of its payment(s) to a certain invoice(s), that QED may apply the CUSTOMER's payment(s) to any unpaid invoice then due and owing.

CUSTOMER agrees that it is principally responsible for payment for work and material ordered on its account with QED notwithstanding any condition, disclaimer, waiver or other language of similar import, appearing in any invoice, receipt purchase order, request or other oral or written communication, the language or which purports to relieve the CUSTOMER in whole or in part, now or in the future, of its responsibility for payment upon the basis that CUSTOMER is acting in an agency or other capacity for any principal other than the CUSTOMER. Unless prior written consent from QED is obtained, CUSTOMER bears the sole and exclusive responsibility for payment of its account regardless of whether it acts as agent for another in placing the order. This document is the sole agreement and the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This agreement cannot be changed except by written agreement signed by both parties. Failure of QED to insist upon strict performance of this agreement at any time shall not constitute a waiver of strict performance at any other time.

CUSTOMER waives demand, presentment of payment, notice of protest or diligence. CUSTOMER agrees that the laws of the state of Colorado shall govern this agreement. CUSTOMER agrees that the signing of this agreement and making any purchases from QED constitutes doing business in the state of Colorado and that CUSTOMER consents to the jurisdiction of the state and federal courts in Colorado. CUSTOMER agrees that the venue to resolve any and all disputes with QED shall exclusively lie in the state or federal courts situated in Colorado. CUSTOMER agrees that in the event of any legal action brought by or against QED, the non-prevailing party shall pay to the prevailing party all costs and expenses incurred in connection with such action, including but not limited to attorney's fees (whether hourly or contingent), lien fees, court costs and any other costs of litigation or collection proceedings (including without limitation expert witness fees, deposition or court transcript fees, photocopy charges, and document vendor charges).

CUSTOMER agrees that any claim CUSTOMER asserts against QED, whether alleged in equity, tort, or contract, must be filed by CUSTOMER in the above-referenced venue within one (1) year after the date of shipment or such claim(s) shall be deemed forever waived by CUSTOMER. CUSTOMER agrees that in the event a third-party brings any claim(s) against QED as a result of any acts or omissions of CUSTOMER, CUSTOMER shall indemnify QED for all costs, expenses, and damages that QED may incur in connection with such claim(s), including without limitation reasonable attorney fees QED incurs in defending itself from said claims, and any damages awarded against QED in favor of the third-party.

CUSTOMER hereby conveys, transfers, and pledges to QED a security interest in the following personal property now belonging to or hereinafter acquired by CUSTOMER: (1) all materials and supplies purchased by CUSTOMER from the credit granted under this Agreement; (2) all Inventory; (3) all accounts receivable; (4) all cash and cash equivalents; (5) all Deposit Accounts; (6) all Equipment; (7) all Goods including fixtures; (8) all Chattel Paper, Documents and Instruments; (9) all Letter-of-Credit Rights; (10) all Investment Property and Stock (as defined below); (11) all General Intangibles (including contract rights, royalty rights, choses in action, payment intangibles and software); (12) all books, records, minutes, contracts, licenses, insurance policies, business plans, files, computer files, and other media, accounting books and records, financial statements, filings and any other records and instruments, and all proceeds of any of the foregoing, including condemnation proceeds, proceeds of insurance, or proceeds of sale. "Stock" means all certificated and un-certificated shares, options, warrants, membership interests, general or limited partnership interests, participation or equivalents of or in a corporation, partnership, limited liability company or equivalent entity whether voting or nonvoting including common stock, preferred stock or other "Equity Security" (as defined in Rule 3a-11 promulgated under the federal Securities Exchange Act of 1934, as amended).

CUSTOMER understands and agrees that this agreement is not to be construed as an unconditional guarantee of credit and QED reserves the right to refuse credit on any particular transaction and may require advance payment, C.O.D., or other special terms as a condition of doing business with CUSTOMER, and that QED may refuse credit with no advance notice.

CUSTOMER may not assign this Agreement to a third party without the prior written consent of QED. QED may assign this Agreement without CUSTOMER's consent. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

I/We understand that a credit report may be secured and that direct inquires may be made, and also agree to the release of information for the purpose of obtaining credit. The undersigned certified that the above information is complete and accurate as of the date of this application, and understands and acknowledges that QED is relying upon the stated information in entering into and continuing its business relationship with CUSTOMER.

I/We also acknowledge concurrent receipt of QED's Terms and Conditions of Sale which may be found at https://www.qedelectric.com/about/terms , which such terms are hereby incorporated, and that I/We have read, understand, and agree to the terms stated therein.

The undersigned represents that he/she is the duly authorized agent and lawful representative of the CUSTOMER and that CUSTOMER agrees to be fully bound by the terms and conditions of this agreement.

CUSTOMER (Company Name)	Signature	Title	Date

PERSONAL GUARANTY
Jointly and Severally

In consideration of SONEPAR MOUNTAIN HOLDINGS, LLC D/B/A QED ("QED") extending credit to _____ ("Company"), the undersigned ("Guarantor") jointly, severally and unconditionally personally guarantees and promises the timely performance of all of the duties and obligations set forth in the Credit Agreement as if incorporated herein, and payment to QED, its successors and assigns, from Company and its related entities (hereinafter collectively referred to as the "Debtor"), together with interest at the rate of 1.5% per month, on all amounts not paid by on the last business day of the month following the date of statement (ND30D), both before and after judgment, plus all costs and expenses of any legal action, including but not limited to attorney's fees (whether hourly or contingent), lien fees, court costs and any other costs of litigation or collection proceedings (including without limitation expert witness fees, deposition or court transcript fees, photocopy charges, and document vendor charges). Liability of the undersigned shall not be affected or prejudiced by the additional acceptance of a note or other evidence of indebtedness, the extension of time for payment, payment arrangements, or other indulgence granted to Debtor, or by agreement affecting said indebtedness, and the undersigned hereby *waives* notice of any of all of the aforesaid. The filing of suit or exhaustion of the collection or legal remedies against Debtor shall not be a condition precedent to the enforcement of this guarantee and the undersigned hereby expressly *waives* presentment for payment, demand, protest, notice of protest or diligence. This guarantee shall be a continuing guarantee.

This continuing guarantee shall continue in full force and effect until QED has received written notice of termination executed by the undersigned. Should the undersigned elect to terminate this guarantee, such termination shall not affect the liability of the undersigned as to the amounts then due and owing. Notice of termination under this agreement shall be sent, via certified mail, to QED, Attn: Credit Manager, 1661 W. 3rd Avenue Denver, CO 80223.

I/We understand that a credit report will be secured and that direct inquires may be made, and also agree to the release of information for the purpose of obtaining credit. This authorization shall be continuing without expiration and a photocopy or a fax copy shall be given the same effect as the original.

Nothing contained in this guarantee shall be construed as in any way limiting the Company's liability. Guarantor hereby authorizes QED to secure a credit report and agrees to the release of credit information. Guarantor also agrees to be bound by the Credit Agreement and all of QED's Terms and Conditions of Sale, which terms are incorporated herein by this reference, and which terms have been provided to me concurrent with this guarantee and can be found at https://www.qedelectric.com/about/terms.

Guarantor (Print Name)	Signature	Date of Birth
Address		Social Security Number

_____
Date