

# **CREDIT APPLICATION**

P.O. BOX 216 WENDEL, PA 15691

PHONE: 800-245-5564

FAX: 724-446-9252

Email: orders@linttile.com

# **APPLICATION INSTRUCTIONS**

- 1. PLEASE TYPE OR PRINT CLEARLY.
- 2. ALL DOCUMENTS <u>MUST</u> BE SIGNED BY AN OFFICER OR OWNER OF THE COMPANY LISTED ON PAGE 2.
- 3. PLEASE RETURN <u>ONLY</u> COMPLETED PAGES. PLEASE DO NOT RETURN INSTRUCTIONS, TERMS AND CONDITIONS OR INCOMPLETE INFORMATION.
- 4. PLEASE COMPLETE ALL SECTIONS AND SUBMIT VIA FAX, E-MAIL, OR U.S. MAIL.

BILL to INFORMATION:		SHIP to INFORMATION:
CUSTOMER NAME:	-	CUSTOMER NAME:
CURRENT P.O. BOX or STREET ADDRESS	-	STREET ADDRESS
CITY, STATE, ZIP	-	CITY, STATE, ZIP
PHONE and FAX	-	E-MAIL ADDRESS
ARE THE PREMISES OWNED OR RENTED?	OWNED	RENTED
LANDLORD or MORTGAGE HOLDER:		
PREVIOUS ADDRESS (IF LESS THAN 24 MON	NTHS AT CURRI	ENT ADDRESS):
CURRENT P.O. BOX or STREET ADDRESS		CITY, STATE, ZIP
TERMS REQUESTED: CREDIT CARD: PLEASE SELECT ONLY ONE	NET 30 DAYS:	
ARE YOU SUBJECT TO SALES TAX? YES	NO	
*IF NO, YOUR STATE'S EXEMPT OR RESALE **SALES TAX MAY BE CHARGED FOR EACH COMPLYING WITH APPLICABLE LAW FOR OU CONITIONS.)**	ORDER UNLES	S YOU SUBMIT EITHER CERTIFICATE
IF YOU CHOOSE NOT TO SUBMIT A TAX EXE RESPONSIBLE FOR PAYING THE SALES TAX TO YOUR STATE, BY SIGNING HERE, YOU A	X ON ALL MATE	ERIAL PURCHASED FROM LINT TILE
FEDERAL ID#:		
TOTAL TIME IN BUISNESS:		
HAVE YOU DONE BUSINESS WITH LINT TILI IF YES, WHEN?	E PREVIOUSLY	?YES NO
CUSTOMER'S ORGANIZATION IS A:		
CORPORATION SOLE PROPRIETORSHIP SPECIFY)		PARTNERSHIP OTHER (PLEASE

## **OFFICERS/PRINCIPALS OF YOUR COMPANY**

PLEASE LIST BELOW THE NAME, TITLE, AND PHONE NUMBER OF OWNERS, OFFICERS, AND PRINCIPALS AUTHORIZED TO ACT ON BEHALF OF YOUR COMPANY.

NAME, TITLE AND P	HONE NUMBER			
NAME, TITLE AND P	HONE NUMBER			
NAME, TITLE AND P	HONE NUMBER			
HAVE ANY OF THE F	PRINCIPALS DONE ER WHAT COMPA		I LINT TILE? YES	NO
(COMPANIES I COMPANY		SUPPLIER REFER I HAVE PURCHAS PHONE	ENCES: ED WITHIN THE LAST	Γ YEAR) E-MAIL
	BAN	IK REFERENCES:		
BANK NAME:				
ADDRESS:				
ACCOUNT NUMBER	S:			
PHONE NUMBERS:				
ACCOUNT TYPE:	CHECKING	SAVINGS	MONEY MARKET	Г
DISTRIBUTORS INFROMATION THEM.	BY THE UNDERSIGNED	TS FOR THE SOLE PURPOS	ATION IN FOR YOU TO FURNISH TO LIN ISE OF ESTABLISHING A LINE OF	
		•		

- Exclusive terms. (a) These terms and conditions are intended to reflect the complete and entire agreement between Larry J. Lint Floor and Wall Covering Co., t/a Lint Tile, its divisions and affiliates ("Lint") and the customer to whom of which furnished ("Customer") and shall apply until either (i) Lint or Customer advises the other that it will no longer buy and sell goods of services under the terms hereof, or (ii) Lint furnishes new or revised terms and conditions. Lint objects to any additional or different terms or conditions in any purchase order or other document of customer. These terms and Conditions are not intended and shall not be construed as an acceptance of any offer or counter-offer of Customer
  - (b) In any case, the terms and provisions set forth herein are the only terms and provisions to which Lint will agree, and supersede all prior statements, proposals, negotiations, representations, and agreements.
  - (c) These Terms and Conditions can be modified, altered: to only by a subsequent written instrument signed an authorized officer of Lint. No course of dealing, course of performance, or usage of trade shall constitute a waiver or serve to explain or interpret the terms and provisions hereof.
- PRICES. Unless otherwise agreed to in a separate writing, the prices and charges to Customer shall be Lint's prices and charges in effect at the time of entry of Customer's order. Prices are subject to change without notice. TERM OF PAYMENT. All amounts due from Customer shall be paid in
- accordance with the payment terms set forth on Lint's invoice or as otherwise agreed upon by Lint and Customer from time to time. In the absence of the foregoing, and if credit is extended, payment shall be due and payable within 30 days of the date of invoice following shipment or performance. Amounts unpaid when due date shall accrue interest at the rate of 1.5% per month until paid in full whether before or after judgment.

  TAXES AND OTHER CHARGES. The purchase price does not and Customer
- will pay all applicable sales, use, excise, gross receipts, or any similar tax or other governmental charge applicable to the sale and/ or furnishing of goods or services. If exempt from tax, Customer shall provide Lint with a tax exemption certificate acceptable to Lint and the applicable taxing authorities. Customer shall indemnify and hold harmless Lint from and against all such costs, charges and taxes, Taxes and charges may be added to the invoice as a separate charge to be paid by Customer.
- DELIVERY DATES, FORCE MAIEURE, RISK OF LOSS, AND SECURITY INTEREST.
  - Date for delivery or performance are provided for informational purposes only and are not guaranteed, Lint shall not be liable for loss or damage resulting from delay or failure of delivery or performance due to any cause whatsoever, including without limitation, casualty, act of God, war, riot, terrorism, civil disobedience, act of civil or military authorities; embargo; failure of suppliers; raw materials shortage, power outages; transportation delays; or any cause, condition, or contingency beyond the reasonable control of Lint. whether or not similar to those enumerated.
  - Risk of lass shall pass upon delivery to carrier. Lint will provide reasonable assistance to Customer in filling and pursuing claims with carriers for loss or damage in transit.
  - Lint reserves a security interest I all goods sold until receipt of full payment, including interest, fees and costs
- 6 NO WARRANTY
  - LINT MAKES NO, AND SICLAIMS ANY, WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. No promise or affirmation of fact make by any representative of Lint, not any sample, shall constitute a warranty or give rise to any liability or obligation. Lint assumes no obligation with respect to the selections of products which is the sole responsibility of
  - Lint will use commercially reasonable efforts to assist Customer in obtaining the benefit of any manufacturer warranty, if available.
- NON-CONFORMING GOODS. Lint will within a reasonable time replace all goods ordered by customer and which Customer establishes do not conform to the order. This sets forth the complete responsibility of Lint and remedy of Customer for non-conforming goods. Samples may not represent the actual colors of shades of goods furnished and any variation from samples shall not render goods non-conforming.
- RETURNS
  - No returns will be accepted on special order items, discontinued items, or (a) close-out items, in each case, as defined by Lint.
  - For in-stock items not subject to subsection (a) above, Lint may accept for return full, unopened cartons of tile, subject to the remaining provisions of this Section 8. In no event will Lint be required to accept any loose or partial cartons of goods.
  - All returned items must be the original carton and must be in saleable (c) condition.
  - (d) All returns accepted by Lint are subject to a 25% restocking charge and the Lint's then current freight charge for returns,
  - (e) Lint shall not be required to accept any returns more than 30 days after delivery.
  - (f) All returns are subject to Lint's prior authorization and its returns procedures as in effect from time to time.
- BUYER'S REPOSNBILITY, ADVANCE PAYMENT
  - Lint may require full or partial payment in advance at any time.

## LINT TILE STANDARD TERM AND CONDITIONS

- If customer shall fail to pay as due, Lint may defer further performance until such payments are made, and at its option, may decline further delivery or performance and cancel any of all contacts with respect to any
- If customer shall fail to pay any amounts when and as due, Customer shall pay and reimburse Lint for all costs and expenses of collection, including without limitation, reasonable attorney fees and costs of suit.
- NO WAIVER. Failure by Liny to exercise any right of enforce any of the terms or provisions of the Acknowledgment shall not constitute a waiver of such right or
- No ASSIGNMENT. Customer may not assign its rights or delegate its 11. obligations without the prior written consent of Lint, and any such attempted APPLICABLE LAW AND JURISDICTION. These Terms and Conditions and any
  - resulting contact between the parties shall be governed, construed, interpreted, and enforced under and subject to the local law of the commonwealth of Pennsylvania. Any proceeding arising out of these Terms and Conditions, the furnishing of goods or services, or any contract between the parties may be brought by Customer only in the state courts located in Westmoreland County, Pennsylvania, or the United States District Court for the Western exclusive jurisdiction of said courts and irrevocably agrees to the exclusive jurisdiction of said courts and irrevocably waives any right to object on the grounds of personal jurisdiction or venue. Each party irrevocably agrees that in addition to any other method permitted by law, service of process may be made by regular, certified or registered mail to Lint at its principal place of business and to Customer at the address for billing or shipping of goods.

    EXCLUSION OF DAMAGES. IN NO EVENT SHALL LINT BE LIABLE FOR
- 13 LOST PROFITS, INCREASED OVERHEAD, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES UNDER ANY FORM OR THEORY OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, NEGLEGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY,
- INFRINGEMENT, STATURE OR OTHERWISE.
  LIMITATION OF DAMAGES. In no event and under no circumstance shall Lint's liability for damages exceed the amounts actually paid by Customer with respect 14 to the items out of which the claim, action or cause of action arose,
- 15. TIME PERIODS. Any action, lawsuit or proceeding against Lint must be commenced within twelve months after the cause of the action arose.

(Rev. January 2018)

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## **TERMS AND CONITIONS OF SALE**

ONLY UNDER AND SUBJECT TO ITS STANDARD TERMS AND CONDITIONS AS IN EFFECT FROM TIME TO TIME. THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF A COPY OF LINT TILE'S STANDARD TERMS AND CONDITIONS AS IN EFFECT ON THE DATE SET FORTH BELOW.

			PRINTED NAME	PRINTED NAME			
		TITLE					
			DATE				
YOUF	R COMPANY PR	OFILE			<u>YES</u>	<u>NO</u>	
1.	DO YOU REQUIR	E A PHONE CA	LL BEFORE DELI	VERY?			
2.	. DO YOU REQUIRE LIFTGATE SERVICE WITH DELIVERY? THERE IS A FEE FOR THIS SERVICE.						
3.	DO YOU HAVE A LOADING DOCK FOR DELIVERY?						
4.	DO YOU HAVE A FORKLIFT?						
5.	DO YOU HAVE W	AREHOUSE EM	IPLOYEES?				
6.	WHAT ARE YOUR	R DELIVERY HO	URS MONDAY -	FRIDAY?			
MON.	TUES.	WED.	THURS.	FRI.			



# **CRT-61** Certificate of Resale

1 Name 2 Business address				Step 3: Describe the property  6 Describe the property that is being purchased for resale or list the invoice number and the date of purchase.		
	City	State	Zip			
	tep 2: Identify			Step 4: Complete for blanket certificates		
<b>3</b> 1	Name			7 Complete the information below. Check only one box.		
4 i	Business address _			I am the identified purchaser, and I certify that all of the purchases that I make from this seller are for resale.		
	City  Complete the inform  The purchaser is		-	I am the identified purchaser, and I certify that the following percentage,%, of all of the purchases that I make from this seller are for resale.		
	The purchaser is registered as a retailer with the Illinois  Department of Revenue.  Account ID number  The purchaser is registered as a reseller with the Illinois  Department of Revenue.  Resale number			Step 5: Purchaser's signature I certify that I am purchasing the property described in Step		
				from the stated seller for the purpose of resale.		
ļ	The purchaser is authorized to do business out-of-state and will resell and deliver property only to purchasers located outside the state of Illinois. See Line 5 instructions.		ourchasers located	Purchaser's signature Date		

Note: It is the seller's responsibility to verify that the purchaser's <u>Illinois</u> account ID or <u>Illinois</u> resale number is valid and active. You can confirm this by visiting our web site at tax.illinois.gov and using the Verify a Registered Business tool.

## General information

### When is a Certificate of Resale required?

Generally, a Certificate of Resale is required for proof that no tax is due on any sale that is made tax-free as a sale for resale. The purchaser, at the seller's request, must provide the information that is needed to complete this certificate.

## Who keeps the Certificate of Resale?

The seller must keep the certificate. We may request it as proof that no tax was due on the sale of the specified property. **Do not** mail the certificate to us.

### Can other forms be used?

Yes. You can use other forms or statements in place of this certificate but whatever you use as proof that a sale was made for resale must contain

- the seller's name and address;
- the purchaser's name and address;
- a description of the property being purchased;
- a statement that the property is being purchased for resale;
- the purchaser's signature and date of signing; and
- either an <u>Illinois</u> account ID number, an <u>Illinois</u> resale number, or a certification of resale to an out-of-state purchaser.

**Note:** A purchase order signed by the purchaser may be used as a Certificate of Resale if it contains all of the above required information.

## When is a blanket certificate of resale used?

The purchaser may provide a blanket certificate of resale to any seller from whom all purchases made are sales for resale. A blanket certificate can also specify that a percentage of the purchases made from the identified seller will be for resale. In either instance, blanket certificates should be kept up-to-date. If a specified percentage changes, a new certificate should be provided. Otherwise, all certificates should be updated at least every three years.

## Specific instructions

## Step 1: Identify the seller

Lines 1 and 2 Write the seller's name and mailing address.

## Step 2: Identify the purchaser

**Lines 3 and 4** Write the purchaser's name and mailing address.

**Line 5** Check the statement that applies to the purchaser's business, and provide any additional requested information. **Note:** A statement by the purchaser that property will be sold for resale will not be accepted by the department without supporting evidence (*e.g.*, proof of out-of-state registration).

## **Step 3: Describe the property**

**Line 6** On the lines provided, briefly describe the tangible personal property that was purchased for resale or list the invoice number and date of purchase.

#### Step 4: Complete for blanket certificates

**Line 7** The purchaser must check the statement that applies, and provide any additional requested information.

## Step 5: Purchaser's signature

The purchaser must sign and date the form.

## PRICE LIST INFORMATION SUMMARY

- 1. All previous lists are no longer in effect. **DISCARD ALL OLD PRICE LISTS IMMEDIATELY.**
- 2. <u>ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.</u> Many products we purchase from overseas are subject to cost fluctuation. Please re-confirm prices at the time of order.
- 3. **INSPECT ALL TILES BEFORE INSTALLATION.** NO ADJUSTMENTS WILL BE MADE ONCE THE MATERIAL IS INSTALLED.

# SAMPLE PANELS MAY NOT REPRESENT ACTUAL SHADES OF MATERIAL IN STOCK

Wide variation in shade is an inherent characteristic of all kiln fired products. Please inspect tiles you receive for color, shade and possible defects before installation.

### NO CLAIMS WILL BE ACCEPTED AFTER INSTALLATION

- 4. All glaze floor tile is subject to abrasion in traffic areas and the selection of the appropriate tile is solely the responsibility of the customer. Please be aware that dropped objects misuse or abuse will chip glazed surfaces.
- 5. Improper preparation or installation may cause structural cracking or chipping.
- 6. Lint Tiles responsibilities and customer remedies are set forth in Lint Tiles Standard Terms and Conditions applicable to the particular sale. Under no circumstance will Lint Tiles responsibility exceed the purchase price actually paid for the product by the customer.
- 7. **USE CONSTITUTES ACCEPTANCE.** After tile is installed, no claims will be honored.
- 8. If warranty provided by the manufacturer to the purchaser, it generally runs from the date of purchase/delivery as specified in the manufacturer's warranty, not from installation. Our company will provide reasonable assistance to the customer in warranty claim against a manufacturer that the customer has complied with all manufacturer requirements.
- 9. NO RETURN ON SPECIAL ORDER ITEMS.

- 10. Some products contained in Lint's Tile price lists are NOT stock items.
- 11. Lint Tile's standard terms and conditions control in the event of a conflict with this summary.

# LINT TILE RETURN PROCEDURES AND POLICY SUMMARY

- 1. All material to be returned must first receive a return authorization by calling LINT TILE in advance, before our delivery vehicles can accept any returns.
- 2. Returned material must be stock products. NO RETURNS WILL BE ACCEPTED ON SPECIAL ORDER ITEMS.
- 3. We will accept for return ONLY FULL CARTONS OF IMPORTED WALL OR FLOOR TILES, LINT TILE will accept only full un-opened cartons of any tile. Under NO circumstances will we accept for return any loose or partial cartons of any tile. All materials must be in the original carton and must be in saleable conditions.
- A. There is 25% restocking charge on all accepted returns.
- B. Any material shipped back to LINT TILE will incur a \$50.00 Freight Charge.
- 4. All material must be returned by customer to LINT TILE within 30 days of delivery.
- 5. No returns will be accepted on **DISCONTINUED** or **CLOSEOUT** material.
- 6. TO RETURN ANY OF THE FOLLOWING MATERIAL YOU MUST SUPPLY US WITH THE FOLLOWING INFORMATION:
  - a. Item name and or item number
  - b. Original invoice number and date of purchase
  - c. Quantity to be returned
  - d. Reason for return
  - e. Customers must receive in advance, return authorization number. Our drivers will then be authorized to pick up the approved return. NO MATERIALS WILL BE PICKING UP WITHOUT PRIOR APPROVAL.
- 7. LINT TILE Standard Terms and Conditions apply to returns. The Standard Terms and Conditions control in the event of a conflict with this return procedures and policy summary.