



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 MUST BE SIGNED BY AN OFFICER OR OWNER OF THE COMPANY LISTED ON PAGE 2.
3. PLEASE RETURN ONLY 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:

CUSTOMER NAME: _____

CURRENT P.O. BOX or STREET ADDRESS _____

CITY, STATE, ZIP _____

PHONE and FAX _____

SHIP to INFORMATION:

CUSTOMER NAME: _____

STREET ADDRESS _____

CITY, STATE, ZIP _____

E-MAIL ADDRESS _____

ARE THE PREMISES OWNED OR RENTED? ☐ OWNED ☐ RENTED

LANDLORD or MORTGAGE HOLDER: _____

PREVIOUS ADDRESS (IF LESS THAN 24 MONTHS AT CURRENT ADDRESS):

CURRENT P.O. BOX or STREET ADDRESS _____

CITY, STATE, ZIP _____

TERMS REQUESTED: CREDIT CARD: ☐ NET 30 DAYS: ☐
PLEASE SELECT ONLY ONE

ARE YOU SUBJECT TO SALES TAX? YES ☐ NO ☐

*IF NO, YOUR STATE'S EXEMPT OR RESALE CERTIFICATE MUST ACCOMPANY APPLICATION.
**SALES TAX MAY BE CHARGED FOR EACH ORDER UNLESS YOU SUBMIT EITHER CERTIFICATE
COMPLYING WITH APPLICABLE LAW FOR OUR FILES. (SEE LINT TILE'S TERMS AND
CONITIONS.)**

IF YOU CHOOSE NOT TO SUBMIT A TAX EXEMPT OR RESALE CERTIFICATE, YOU WILL BE
RESPONSIBLE FOR PAYING THE SALES TAX ON ALL MATERIAL PURCHASED FROM LINT TILE
TO YOUR STATE, BY SIGNING HERE, YOU AGREE TO PAY ALL SALES TAX:

FEDERAL ID#: _____

TOTAL TIME IN BUISNESS: _____

HAVE YOU DONE BUSINESS WITH LINT TILE PREVIOUSLY? YES ☐ NO ☐
IF YES, WHEN? _____

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 PHONE NUMBER

NAME, TITLE AND PHONE NUMBER

NAME, TITLE AND PHONE NUMBER

HAVE ANY OF THE PRINCIPALS DONE BUSINESS WITH LINT TILE? YES ☐ NO ☐
IF YES, UNDER WHAT COMPANY? _____

CURRENT SUPPLIER REFERENCES:

(COMPANIES FROM WHICH YOU HAVE PURCHASED WITHIN THE LAST YEAR)

COMPANY	PHONE	E-MAIL
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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_____	_____	_____
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BANK REFERENCES:

BANK NAME:

ADDRESS:

ACCOUNT NUMBERS:

PHONE NUMBERS:

ACCOUNT TYPE: ☐ CHECKING ☐ SAVINGS ☐ MONEY MARKET

PERMISSION FOR BANK VERIFICATION

BY THE UNDERSIGNED GIVES ME/ ITS PERMISSION FOR YOU TO FURNISH TO LINT TILE
DISTRIBUTORS INFORMATION ON MY/ ITS BANK ACCOUNTS FOR THE SOLE PURPOSE OF ESTABLISHING A LINE OF CREDIT WITH
THEM.

NAME THE ACCOUNT(S) IS/ARE UNDER

LINT TILE STANDARD TERM AND CONDITIONS

1. 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.
 2. 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.
 3. 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.
 4. 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.
 5. DELIVERY DATES, FORCE MAIEURE, RISK OF LOSS, AND SECURITY INTEREST.
(A) Date of 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.
(B) 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.
(C) Lint reserves a security interest l all goods sold until receipt of full payment, including interest, fees and costs.
 6. NO WARRANTY.
(a) 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 customer.
(b) Lint will use commercially reasonable efforts to assist Customer in obtaining the benefit of any manufacturer warranty, if available.
 7. 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.
 8. RETURNS.
(a) No returns will be accepted on special order items, discontinued items, or close-out items, in each case, as defined by Lint.
(b) 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.
(c) All returned items must be the original carton and must be in saleable 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.
 9. BUYER'S REPOSNBILITY, ADVANCE PAYMENT.
(c) Lint may require full or partial payment in advance at any time.
- (a) 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 balance.
 - (b) 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.
 10. 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 remedy.
 11. No ASSIGNMENT. Customer may not assign its rights or delegate its obligations without the prior written consent of Lint, and any such attempted assignment or delegation shall be void.
 12. 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.
 13. EXCLUSION OF DAMAGES. IN NO EVENT SHALL LINT BE LIABLE FOR LOST PROFITS, INCREASED OVERHEAD, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES UNDER ANY FORM OR THEORY OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, INFRINGEMENT, STATUTE OR OTHERWISE.
 14. 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 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)

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.

SIGNATURE
PRINTED NAME
TITLE
DATE

YOUR COMPANY PROFILE

	<u>YES</u>	<u>NO</u>
1. DO YOU REQUIRE A PHONE CALL BEFORE DELIVERY?	<input type="checkbox"/>	<input type="checkbox"/>
2. DO YOU REQUIRE LIFTGATE SERVICE WITH DELIVERY? THERE IS A FEE FOR THIS SERVICE.	<input type="checkbox"/>	<input type="checkbox"/>
3. DO YOU HAVE A LOADING DOCK FOR DELIVERY?	<input type="checkbox"/>	<input type="checkbox"/>
4. DO YOU HAVE A FORKLIFT?	<input type="checkbox"/>	<input type="checkbox"/>
5. DO YOU HAVE WAREHOUSE EMPLOYEES?	<input type="checkbox"/>	<input type="checkbox"/>
6. WHAT ARE YOUR DELIVERY HOURS MONDAY – FRIDAY?		
MON. TUES. WED. THURS. FRI.		
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		

LINT TILE SALEMAN'S INITIALS: _____

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue.

Section 1 (print only)

Name of Purchaser _____

Business Address _____ City _____ State _____ Zip _____

Purchaser must provide minimum of one ID number below.*

Provide your Indiana Registered Retail Merchant's Certificate

TID and LOC Number as shown on your Certificate TID# (10 digits) LOC# (3 digits)

If not registered with the Indiana DOR, provide your State Tax

ID Number from another State State ID# State of Issue

***See instructions on the reverse side if you do not have either number.**

Section 2

Is this a ☐ blanket purchase exemption request or a ☐ single purchase exemption request? (check one)

Description of items to be purchased. _____

Section 3

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

☐ Sales to a retailer, wholesaler, or manufacturer for **resale** only.

☐ Sale of manufacturing machinery, tools, and equipment to be used directly in direct **production**.

☐ Sales to **nonprofit organizations** claiming exemption pursuant to Sales Tax Information Bulletin #10.
(May not be used for personal hotel rooms and meals.)

☐ Sales of tangible personal property predominately used (greater than 50 percent) in providing **public transportation** - provide USDOT#.
A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a **school bus operator**, must provide their SS# or FID# in lieu of a State ID# in Section #1. USDOT# _____

☐ Sales to persons, occupationally engaged as farmers, to be used directly in production of **agricultural** products for sale.
Note: A farmer not possessing a State Business License# may enter a FID# or a SS# in lieu of a State ID# in Section #1.

☐ Sales to a **contractor** for exempt projects (such as public schools, government, or nonprofits).

☐ Sales to **Indiana Governmental Units** (agencies, cities, towns, municipalities, public schools, and state universities).

☐ Sales to the **United States Federal Government** - show agency name. _____
Note: A U.S. Government agency should enter its Federal Identification Number (FID#) in Section #1 in lieu of a State ID#.

☐ Other - explain. _____

Section 4

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (*either negligent or intentional*), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser _____ Date _____

Printed Name _____ Title _____

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.

Seller must keep this certificate on file to support exempt sales.

Form ST-105
General Information and Instructions

All four (4) sections of the ST-105 must be completed or the exemption is not valid and the seller is responsible for the collection of the Indiana sales tax.

Section 1 Instructions

- A) **This section requires an identification number.** In most cases this number will be an Indiana Department of Revenue issued Taxpayer Identification Number (TID# - see note below) used for Indiana sales and/or withholding tax reporting. If the purchaser is from another state and does not possess an Indiana TID#, a resident state's business license, or State issued ID# must be provided.
- B) **Exceptions** - For a purchaser not possessing either an Indiana TID# or another State ID#, the following may be used in lieu of this requirement.
- Federal Government** – place your FID# in the State ID# space.
- Farmer** – place your SS# or FID# in the State ID# space.
- Public transportation haulers** operating under another motor carrier authority, or with a contract as a school bus operator, must indicate their SS# or FID# in the State ID# space.
- Nonprofit Organization** – must show its FID# in the State ID# space.

Section 2 Instructions

- A) Check a box to indicate if this is a single purchase or blanket exemption.
- B) Describe product being purchased.

Section 3 Instructions

- A) Purchaser must check the reason for exemption.
- B) Purchaser must be able to provide additional information if requested.

Section 4 Instructions

- A) Purchaser must sign and date the form.
- B) Printed name and title of signer must be shown.

Note: The Indiana Taxpayer Identification Number (TID#) is a ten (10) digit number followed by a three (3) digit LOC#. The TID# is also known as the following:

- a) Registered Retail Merchant Certificate
- b) Tax Exempt Identification Number
- c) Sales Tax Identification Number
- d) Withholding Tax Identification Number

The Registered Retail Merchant Certificate issued by the Indiana Department of Revenue shows the TID# (10 digits) and the LOC# (3 digits) at the top right of the certificate.

PRICE LIST INFORMATION SUMMARY

1. All previous lists are no longer in effect. **DISCARD ALL OLD PRICE LISTS IMMEDIATELY.**
2. **ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE.** 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.