



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:

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 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
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 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.
 - (B) Risk of loss 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 in all goods sold until receipt of full payment, including interest, fees and costs.
 6. **NO WARRANTY.**
 - (a) LINT MAKES NO, AND SICALMS 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.
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: _____

KANSAS DEPARTMENT OF REVENUE
RESALE EXEMPTION CERTIFICATE

The undersigned purchaser certifies that the tangible personal property or service purchased from:

Seller: _____
Business Name

Address: _____
Street, RR, or P. O. Box City State Zip + 4

will be **resold** by me in the form of tangible personal property or repair service. I hereby certify that I hold valid Kansas sales tax registration number _____, and I am in the business of selling _____
(May attach a copy of registration certificate)

(Description of product(s) sold; food clothing, furniture, etc.)

Description of tangible personal property or services purchased: _____

I understand and agree that if the items purchased with this certificate are used for any purpose other than retention, demonstration, or display while being held for sale in the regular course of business, I am required to report and pay the sales tax, based upon the purchase price of the items.

Purchaser: _____
Name of Kansas Retailer

Address: _____
Street, RR, or P. O. Box City State Zip + 4

Signature: _____ Date: _____

THIS CERTIFICATE MUST BE COMPLETED IN ITS ENTIRETY.

WHO MAY USE THIS CERTIFICATE? Only those businesses and organizations that are registered to collect Kansas sales tax and provide their Kansas sales tax registration number on this form may use it to purchase inventory without tax. For additional information see Publication KS-1520, *Kansas Exemption Certificates*.

Nonprofit groups or organizations exempt by law from collecting tax on their retail sales of tangible personal property (such as a PTA or a nonprofit youth development organization) should use the exemption certificate issued to it by the Kansas Department of Revenue when buying items for resale.

Wholesalers and buyers from other states not registered in Kansas should use the Multi-Jurisdiction Exemption Certificate, Form ST-28M, to purchase their inventory. HOWEVER, if the inventory item purchased by an out-of-state retailer who has sales tax nexus with Kansas is drop shipped to a Kansas location, the out-of-state retailer must provide to the third party vendor a Kansas sales tax registration number, either on this certificate or the Multi-Jurisdiction Exemption Certificate, for the sale to be exempt. If the out-of-state retailer DOES NOT have sales tax nexus with Kansas, it may provide the third party vendor a resale exemption certificate evidencing qualification for a resale exemption, **regardless** of the state in which the retailer is registered for sales tax.

Contractors, subcontractors, or repairmen may not use this certificate to purchase their materials, parts, or tools. Retailer/Contractors should use a Retailer/Contractor Exemption Certificate, Form ST-28W, to purchase their resale inventory.

WHAT PURCHASES ARE EXEMPT? Only goods or merchandise intended for resale (inventory) are exempt. Tools, equipment, fixtures, supplies, and other items purchased for business or personal use are TAXABLE since the buyer is the final consumer of the property.

The items purchased with this certificate must correspond to the type of business buying them. For example, a retail clothing store may only reasonably purchase items of wearing apparel and accessories with this certificate. All other kinds of items are not usually sold by a clothing store to their customers and, therefore, cannot be purchased with this certificate.

LABOR SERVICES. This certificate applies ONLY to items of tangible personal property. A contractor may not use an exemption certificate to purchase the labor services of another contractor or subcontractor. Taxable labor services performed by a contractor can ONLY be purchased without tax with a Project Exemption Certificate issued by the department or its authorized agent.

RETAINING THIS CERTIFICATE: Sellers should retain a completed copy of this certificate in their records for at least three years from the date of sale. A seller is relieved of liability for the tax if it obtains a completed exemption certificate from a purchaser with which the seller has a recurring business relationship. A certificate need not be renewed or updated when there is a recurring business relationship between the buyer and seller. A recurring business relationship exists when a period of no more than 12 months elapses between sales transactions.

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.