



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.		

LINT TILE SALEMAN'S INITIALS: _____

Name and Mailing Address of Purchaser			Name and Mailing Address of Seller		
Name			Name		
Legal Name					
Street Address (Do not use PO Box)			Street or Other Mailing Address		
City	State	Zip Code	City	State	Zip Code

Check Type of Certificate

- Single Purchase If single purchase is checked, enter the related invoice or purchase order number _____.
- Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

- Check One** Purchase for Resale (Complete Section A.) Exempt Purchase (Complete Section B.) Contractor (Complete Section C.)

Section A—Nebraska Resale Certificate

Description of Property or Service Purchased

I hereby certify that the purchase, lease, or rental of _____ from the seller listed above is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business. The property or service will be resold either in the form or condition in which it was purchased, or as an ingredient or component part of other property or service to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of _____
Description of Product or Service Sold, Leased, or Rented

My Nebraska Sales Tax Permit Number is 01-_____.

If none, state the reason _____.

or Foreign State Sales Tax Number _____ State _____.

Section B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category _____ (insert appropriate number for the category of exemption described on the reverse side).

If exemption category 2 or 5 is claimed, enter the following information:

Description of Items Purchased	Intended Use of Items Purchased
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If exemption category 3 or 4 is claimed, enter your Nebraska Exemption Certificate number. 05-_____
Do **not** enter your Federal Employer ID Number.

If exemption category 6 is claimed, the seller must enter the following information and sign this form below:

Description of Items Sold	Date of Seller's Original Purchase	Was tax paid when purchased by seller? <input type="checkbox"/> Yes <input type="checkbox"/> No	Was item depreciable? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Section C—For Contractors Only

1. Purchase of building materials or fixtures.

- As an Option 1 or Option 3 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above are exempt from Nebraska sales tax. My Nebraska Sales or Use Tax Permit Number is: _____.

2. Purchases made by an Option 2 contractor under a Purchasing Agent Appointment on behalf of _____
(exempt entity)

As an Option 2 contractor, I hereby certify that the purchase of building materials and fixtures from the seller listed above is exempt from Nebraska sales tax pursuant to the **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17.

Any purchaser, agent, or other person who completes this certificate for any purchase which is not for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from sales and use taxes is subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty applies to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature _____

Title _____

Date _____

Authorized Signature Name (please print) _____

Do not send this certificate to the Nebraska Department of Revenue. Keep it as part of your records.

Sellers cannot accept incomplete certificates.

revenue.nebraska.gov, 800-742-7474 (NE and IA), 402-471-5729

Instructions

Who May Issue a Resale Certificate. Form 13, Section A, is issued by persons or organizations making purchases of property or taxable services that will subsequently be resold in the purchaser's normal course of business. The property or services must be resold in the same form or condition as when purchased, or as an ingredient or component part of other property that will be resold.

Who May Issue an Exempt Sale Certificate. Form 13, Section B, may only be issued by governmental units and persons or organizations that are exempt from paying Nebraska sales and use tax. Nonprofit organizations that are exempt from paying sales and use tax are listed in the [Nebraska Sales Tax Exemption Chart](#).

Enter the appropriate number from the "Categories of Exemption" in the space provided that properly reflects the basis for your exemption. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

For additional information about proper issuance and use of this certificate, please review [Reg-1-013, Sale for Resale – Resale Certificate](#), and [Reg-1-014, Exempt Sale Certificate](#).

Contractors. To make tax-exempt purchases of building materials and fixtures, Option 1 or Option 3 contractors must complete Form 13, Section C, Part 1.

To make tax-exempt purchases of building materials and fixtures pursuant to a construction project for an exempt governmental unit or an exempt nonprofit organization, Option 2 contractors must complete Form 13, Section C, Part 2. The contractor must also attach a copy of a properly completed [Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17](#), to the Form 13, and both documents must be given to the supplier when purchasing building materials. See the [contractor information guides](#) for additional information.

When and Where to Issue. The Form 13 must be given to the seller at the time of the purchase to document why sales tax does not apply to the purchase. The Form 13 must be kept with the seller's records for audit purposes (see [Reg-1-012, Exemptions](#)). Do not send Forms 13 to the Nebraska Department of Revenue.

Sales Tax Number. A purchaser who is engaged in business as a wholesaler or manufacturer is not required to provide an ID number when completing Section A. Out-of-state purchasers may provide their home state sales tax number. Section B does not require a Nebraska ID number when exemption category 1, 2, or 5 is indicated.

Fully Completed Resale or Exempt Sale Certificate. For a resale certificate to be fully completed, it must include: (1) identification of the purchaser and seller, type of business engaged in by the purchaser, and reason for the exemption; (2) sales tax permit number; (3) signature of an authorized person; and (4) the date of issuance.

For an exempt sale certificate to be fully completed, it must include: (1) identification of purchaser and seller; (2) a statement that the certificate is for a single purchase or is a blanket certificate covering future sales; (3) a statement of the basis for exemption, including the type of activity engaged in by the purchaser; (4) signature of an authorized person; and (5) the date of issuance.

Penalties. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the normal course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, is subject to a penalty of \$100 or ten times the tax, whichever is greater, for each instance of presentation and misuse. In addition, any purchaser, or

their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

Categories of Exemption

1. Governmental agencies identified in [Reg-1-012, Exemptions](#); [Reg-1-072, United States Government and Federal Corporations](#); and [Reg-1-093, Governmental Units](#). Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, instrumentalities, and corporations wholly owned by the U.S. government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. For construction projects for federal agencies, see [Reg-1-017, Contractors](#).

Purchases by governmental units that are **not** exempt from Nebraska sales and use taxes include, but are not limited to: governmental units of other states; sanitary and improvement districts; rural water districts; railroad transportation safety districts; and county historical societies.

2. Purchases when the intended use renders it exempt as stated in paragraph 012.02D of [Reg-1-012, Exemptions](#). See [Nebraska Sales Tax Exemption Chart](#). Complete the description of the item purchased and the intended use on the front of Form 13.

Beginning October 1, 2014, sales of repair and replacement parts for agricultural machinery and equipment used in commercial agriculture are exempt from sales and use taxes. When claiming this exemption, please enter "commercial agriculture" on the **Intended Use of Items Purchased** line.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization Certificate of Exemption. [Reg-1-090, Nonprofit Organizations](#); [Reg-1-091, Religious Organizations](#); and [Reg-1-092, Educational Institutions](#), identify these organizations. These organizations are issued a Nebraska state exemption ID number. This exemption number must be entered in Section B of Form 13.

Nonprofit **health care organizations** that hold a certificate of exemption are exempt for purchases of items for use at their facility, or portion of the facility, covered by the license issued under the Health Care Facility Licensure Act. Only specific types of health care facilities and activities are exempt. Purchases of items for use at facilities that are not covered under the license, or for any other activities that are not specifically exempt, are taxable.

4. Purchases of common or contract carrier motor vehicles, trailers, and semitrailers; accessories that physically become part of a common or contract carrier vehicle; and repair and replacement parts for these vehicles. The exemption number must be entered in Section B of the Form 13.
5. Purchases of manufacturing machinery and equipment made by a person engaged in the business of manufacturing, including repair and replacement parts or accessories, for use in manufacturing.
6. Occasional sales of used business or farm machinery or equipment productively used by the seller as a depreciable capital asset for more than one year in his or her business. The seller must have previously paid tax on the item being sold. The seller must complete, sign, and give the exemption certificate to the purchaser.

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.