

# **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 t	<u>o INFORMATIO</u>	<u> </u>
CUSTOMER NAME:	-	CUSTOM	ER NAME:	
CURRENT P.O. BOX or STREET ADDRESS	-	STREET	ADDRESS	
CITY, STATE, ZIP	-	CITY, STA	ATE, ZIP	
PHONE and FAX		E-MAIL A	DDRESS	
ARE THE PREMISES <u>OWNED OR RENTED?</u>	OWNED		RENTED	
LANDLORD or MORTGAGE HOLDER:		_		
PREVIOUS ADDRESS (IF LESS THAN 24 MOI	NTHS AT CURR	ENT ADI	DRESS):	
CURRENT P.O. BOX or STREET ADDRESS		CITY, STA	TE, 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 O CONITIONS.)**	ORDER UNLES	S YOU S	UBMIT EITHER CI	
IF YOU CHOOSE NOT TO SUBMIT A TAX EXI RESPONSIBLE FOR PAYING THE SALES TA TO YOUR STATE, BY SIGNING HERE, YOU A	X ON ALL MATE	ERIAL P	JRCHASED FROM	
FEDERAL ID#:				
TOTAL TIME IN BUISNESS:				
HAVE YOU DONE BUSINESS WITH LINT TIL IF YES, WHEN?	E PREVIOUSLY	?YES	NO	
CUSTOMER'S ORGANIZATION IS A:				
CORPORATION SOLE PROPRIETORSHIP SPECIFY)			PARTNE OTHER (	

## **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 PHO	NE NUMBER			
NAME, TITLE AND PHO	NE NUMBER			
NAME, TITLE AND PHO	NE NUMBER			
HAVE ANY OF THE PRI IF YES, UNDER			H LINT TILE? YES	NO
(COMPANIES FRO		SUPPLIER REFER I HAVE PURCHAS PHONE	ENCES: ED WITHIN THE LAS	ST YEAR) E-MAIL
	– BAN	IK REFERENCES	 :	
BANK NAME:				
ADDRESS:				
ACCOUNT NUMBERS:				
PHONE NUMBERS:				<del></del>
ACCOUNT TYPE:	CHECKING	SAVINGS	MONEY MARK	ET
DISTRIBUTORS INFROMATION ON MITHEM.	BY THE UNDERSIGNED MY/ ITS BANK ACCOUNT	TS FOR THE SOLE PURPO	ON FOR YOU TO FURNISH TO I	
	NAME THE ACCOUNT/C	A ICADE LINDED		

- 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.
- 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
- 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)

12.

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

LINT TILE SALEMAN'S INITIALS: \_\_\_\_\_

REV-1220AS + (1-07)



COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF BUSINESS TRUST FUNDTAXES PO BOX 280901 HARRISBURG, PA 17128-0901

(example: 75-000000-0).

## PENNSYLVANIA EXEMPTION CERTIFICATE

CHECK ONE:

STATE OR LOCAL SALES AND USE TAX

STATE OR LOCAL HOTEL OCCUPANCY TAX

PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)

VEHICLE RENTAL TAX (VRT)

This form cannot be used to obtain a Sales Tax License Number, PTA License Number or Exempt Status.

Read Instructions On Reverse Carefully

(Please Print or Type)		On Reverse Carefu
THIS FORM MAY BE I	PHOTOCOPIED – VOID UNLESS COMPLETE INFORM	WATION IS SUPPLIED

CHECK ON	_	XEMPTION CERTIFICATE (USE FOR ONE TRA	,	
Nameof Sell	er, Vendα, or Lessor			
Street		City	State	ZIP Code
or tractor with	ot use this form for claiming an exemption on the hother PA Department of Transportation, Bureau of FORM MV-1 Application for Certificate of Title (fit FORM MV-4ST Vehicle Sales and Use Tax Return	of Motor Vehicles, use one of the following rst time registrations)	forms:	vehicle, trailer, semi-trailer
	services purchased or leased using this certific		t the appropriate paragraph	from the back of this form,
□ 1.	Property or services will be used directly and	predominately by purchaser in performing	purchaser's operation of:	
□ 2.	Purchaser is a/an:			
	Property will be resold under License Number include a statement under Number 7 explaining	r (If pure		Sales Tax License Number,
☐ 4.	Purchaser is a/an:	holding E	Exemption Number	
	Property or services will be used directly and PA Public Utility Commission PUC Numb			C/MX
☐ 6.	Exempt wrapping supplies, License Number _ include a statement under Number 7 explaining		haser does not have a PA S	Sales Tax License Number,
□ 7.	Other			
	(Explain in detail. Additional space on reverse	side.)		
	ed to execute this Certificate and claim this exer	mption. Misuse of this Certificate by seller,	lessor, buyer, lessee, or the	eir representative is
•	r fine and imprisonment. chaser or Lessee	Signature	EIN	Date
Street		City	State	ZIP Code
For this co properly; tion which	ANCE AND VALIDITY: ertificate to be valid, the seller/lessor shall exer (2) the certificate shall be in the seller/lessor's p is knowingly false; and (4) the property or servin Certificates, Title 61 PA Code §32.2. An invalid UCTION OF FORM:	possession within 60 days from the date of ce is consistent with the exemption to which	sale/lease; (3) the certificate the customer is entitled. F	ate does not contain informa-

exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75

Do not write in this box

COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF REVENUE BUREAU OF BUSINESS TRUST FUND TAXES DEPT. 280909 HARRISBURG. PA 17128-0909



# EXEMPT ORGANIZATION DECLARATION OF SALES TAX EXEMPTION

THIS FORM MAY BE PHOTOCOPIED

**INSTRUCTIONS:** 

Vendors may use this declaration to document purchases of tax free items by tax exempt organizations (charitable, religious and educational organizations and volunteer fire or ambulance companies) holding a valid exemption number issued by the Department of Revenue where the purchase is \$200 or more. The vendor may require the Customer's Declaration (below) for each such transaction to demonstrate that the vendor made the tax exempt sale "in good faith."

Complete each declaration in its entirety. Use a separate declaration for each transaction of \$200 or more. Accompany the declaration with an invoice and a properly completed Exemption Certificate (REV-1220), and maintain these documents for three years.

#### **CUSTOMER'S DECLARATION**

As an authorized representative of a tax-exempt organization, I declare that the property and/or services purchased or leased in the name of the exempt organization set forth below, as described on the attached invoice, are being purchased for an exempt use under Pennsylvania Sales Tax law.

Authorized Signature	
· ·	
Print Name/Title	Phone No.
Name of Exempt Organization	Sales Tax Exemption No.
Name of Exempt Organization	
	(Must have a 75-prefix)

#### **VENDOR'S DECLARATION**

I understand that this completed declaration must be kept in my records for three years from the purchase date. I understand that failure to provide the declaration to Revenue auditors could result in my liability for Sales Tax if the transaction is subsequently determined to be taxable.

Attached is Invoice No. \_\_\_\_\_\_ dated\_\_\_\_\_\_\_

covering this exempt transaction.

Vendor's Signature

Do not write in this box

#### PRICE LIST INFORMATION SUMMARY

- 1. All previous lists are no longer in effect. **DISCARD ALL OLD PRICE LISTS IMMEDIATELY.**
- 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.