

CREDIT APPLICATION

221 Lint Lane Irwin, PA 15642

PHONE: 800-245-5564

FAX: 724-446-9252

- " ' 6" ""

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	INFORM	ATION:
CUSTOMER NAME:	-	CUSTOME	R NAME:	
CURRENT P.O. BOX or STREET ADDRESS	-	STREET A	DDRESS	
CITY, STATE, ZIP	-	CITY, STA	TE, ZIP	
PHONE and FAX		E-MAIL AD	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 ADD	RESS):	
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	JBMIT EITH	IER CERTIFICAT
IF YOU CHOOSE NOT TO SUBMIT A TAX EXERESPONSIBLE FOR PAYING THE SALES TA TO YOUR STATE, BY SIGNING HERE, YOU A	X ON ALL MATE	ERIAL PU	RCHASED	
FEDERAL ID#:				
TOTAL TIME IN BUSINESS:				
HAVE YOU DONE BUSINESS WITH LINT TIL IF YES, WHEN?	E PREVIOUSLY	?YES	NO	
CUSTOMER'S ORGANIZATION IS A:				
CORPORATION SOLE PROPRIETORSHIP SPECIFY)		- -		RTNERSHIP HER (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 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 J HAVE PURCHAS PHONE	RENCES: SED WITHIN THE LA	ST YEAR) E-MAIL
	BAN	NK REFERENCES	 :	
BANK NAME:				
ADDRESS:				
ACCOUNT NUMBERS:				
PHONE NUMBERS:				
ACCOUNT TYPE:	CHECKING	SAVINGS	MONEY MARK	KET
DISTRIBUTORS INFROMATION ON I	BY THE UNDERSIGNED MY/ ITS BANK ACCOUN	TS FOR THE SOLE PURPO	ON FOR YOU TO FURNISH TO	
	NIANAE THE ACCOUNT/C	N IC/ADE LINIDED		

- 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 CONDITIONS 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.	DO YOU HAVE A LOADING DOCK FOR DELIVERY?		
4.	DO YOU HAVE A FORKLIFT?		
5.	DO YOU HAVE WAREHOUSE EMPLOYEES?		
6.	WHAT ARE YOUR DELIVERY HOURS MONDAY – FRIDAY?		
MON.	TUES. WED. THURS. FRI.		
		l	

UNIFORM SALES & USE TAX CERTIFICATE—MULTIJURISDICTION

The below-listed states have indicated that this form of certificate is acceptable, subject to the notes on pages 2 - 4. The issuer and the recipient have the responsibility of determining the proper use of this certificate under applicable laws in each state, as these may change from time to time.

ess Wholesaler Retailer Manufacturer Seller (California) Lessor (see notes on pages 2 - 4) Other (Specify) s registered with the below listed states and cities within which your firm would deliver purchases to us and that any such pur or wholesale, resale, ingredients or components of a new product or service to be resold, leased, or rented in the normal coursess. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following: ription of Business: ral description of tangible property or taxable services to be purchased from the seller: State State Registration, Seller's State State Registration, Seller's Permit, or ID Number of Purchaser AL ² NP Purchaser AR NV CA ³ NJ					
Retailer Manufacturer Seller (California) Lessor (see notes on pages 2 - 4) Other (Specify) s registered with the below listed states and cities within which your firm would deliver purchases to us and that any such pur or wholesale, resale, ingredients or components of a new product or service to be resold, leased, or rented in the normal courses. We are in the business of wholesaling, retailing, manufacturing, leasing (renting) the following: ription of Business: rad description of tangible property or taxable services to be purchased from the seller: State State Registration, Seller's State State Registration, Seller's Permit, or ID Number of Purchaser AL ² NPI AR NV NV NI CA ³ NV NI CO ¹ NNI CO ⁴ ND CA ⁵ OK ¹ OK ¹ ND CA ⁵	ify that:			is engaged as a registered	
State State Registration, Seller's State State Registration, Seller's Permit or ID Number of Purchaser AL^2 NE IA NV CA3 NV CA4	e of Firm (Buye	er):			
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		Title:	. ,	· ·	
Date:				<u>-</u>	

INSTRUCTIONS REGARDING UNIFORM SALES & USE TAX CERTIFICATE

To Seller's Customers:

In order to comply with the majority of state and local sales tax law requirements, the seller must have in its files a properly executed exemption certificate from all of its customers who claim a sales tax exemption. If the seller does not have this certificate, it is obliged to collect the tax for the state in which the property or service is delivered.

If the buyer is entitled to sales tax exemption, the buyer should complete the certificate and send it to the seller at its earliest convenience. If the buyer purchases tax free for a reason for which this form does not provide, the buyer should send the seller its special certificate or statement.

Caution to Seller:

In order for the certificate to be accepted in good faith by the seller, seller must exercise care that the property or service being sold is of a type normally sold wholesale, resold, leased, rented or incorporated as an ingredient or component part of a product manufactured by buyer and then resold in the usual course of its business. A seller failing to exercise due care could be held liable for the sales tax due in some states or cities. Misuse of this certificate by seller, lessor, buyer, lessee, or the representative thereof may be punishable by fine, imprisonment or loss of right to issue certificate in some states or cities.

Notes:

- The states of Colorado, Hawaii, Illinois, New Mexico, South Carolina and Vermont do not permit the use of this certificate to claim a resale exemption for the purchase of a taxable service for resale.
- 2 Alabama: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.
- 3 California: A. This certificate is not valid as an exemption certificate. Its use is limited to use as a resale certificate subject to the provisions of Title 18, California Code of Regulations, Section 1668 (Sales and Use Tax Regulation 1668, Resale Certificates).
 - B. By use of this certificate, the purchaser certifies that the property is purchased for resale in the regular course of business in the form of tangible personal property, which includes property incorporated as an ingredient or component part of an item manufactured for resale in the regular course of business.
 - C. When the applicable tax would be sales tax, it is the seller who owes that tax unless the seller takes a timely and valid resale certificate in good faith.
 - D. A valid resale certificate is effective until the issuer revokes the certificate.
- 4 District of Columbia: This certificate is not valid as an exemption certificate. It is not valid as a resale certificate unless it contains the purchaser's D.C. sales and use tax registration number.
- Georgia: The purchaser's state of registration number will be accepted in lieu of Georgia's registration number when the purchaser is located outside Georgia, does not have nexus with Georgia, and the tangible personal property is delivered by drop shipment to the purchaser's customer located in Georgia.
- Hawaii allows this certificate to be used to claim a lower general excise tax rate rather than an exemption. If the lower rate does not in fact apply to the sale, the purchaser is liable to pay the seller the additional tax imposed. See Hawaii Dept. of Taxation Tax Information Release No. 93-5, November 10, 1993.
- Use of this certificate in Illinois is subject to the provisions of 86 Ill. Adm. Code Ch. I, Sec. 130.1405. Illinois does not have an exemption on sales of property for subsequent lease or rental, nor does the use of this certificate for claiming resale purchases of services have any application in Illinois.

The registration number to be supplied next to Illinois on page 1 of this certificate must be the Illinois registration or resale number; no other state's registration number is acceptable.

"Good faith" is not the standard of care to be exercised by a retailer in Illinois. A retailer in Illinois is not required to determine if the purchaser actually intends to resell the item. Instead, a retailer must confirm that the purchaser has a valid registration or resale number at the time of purchase. If a purchaser fails to provide a certificate of resale at the time of sale in Illinois, the seller must charge the purchaser tax.

While there is no statutory requirement that blanket certificates of resale be renewed at certain intervals, blanket certificates should be updated periodically, and no less frequently than every three years.

8 Kansas: Each retailer shall be responsible for determining the validity of a purchaser's claim for exemption.

Contractors, subcontractors, and repairmen shall be responsible for collecting and remitting sales tax on taxable services performed for other contractors. Each contractor, subcontractor or repairman shall not purchase or sell services exempt from sales tax under a resale exemption certificate.

- 9 Maine does not have an exemption on sales of property for subsequent lease or rental.
- Maryland: This certificate is not valid as an exemption certificate. However, vendors may accept resale certificates that bear the exemption number issued to a religious organization. Exemption certifications issued to religious organizations consist of 8 digits, the first two of which are always "29".
- Michigan: Effective for a period of three years unless a lesser period is mutually agreed to and stated on this certificate. Covers all exempt transfers when accepted by the seller in "good faith" as defined by Michigan statute.
- 12 Minnesota: A. Does not allow a resale exemption for purchases of taxable services for resale in most situations.
 - B. Allows an exemption for items used only once during production and not used again.
- 13 Missouri: A. Purchasers who improperly purchase property or services sales tax free using this certificate may be required to pay the tax, interest, additions to tax or penalty.
 - B. Even if property is delivered outside Missouri, facts and circumstances may subject it to Missouri tax, contrary to the second sentence of the first paragraph of the above instructions.
- Nebraska: A blanket certificate is valid 3 years from the date of issuance.
- New Mexico will accept, in lieu of a nontaxable transaction certificate and as evidence of the deductibility of a sale of tangible personal property, this certificate only when the following conditions exist:
 - a) Both the seller and purchaser are located outside New Mexico;
 - b) The seller maintains sufficient nexus within New Mexico to be subject to the New Mexico gross receipts tax on its transaction in or into New Mexico;
 - c) The purchaser request that the seller deliver or "drop-ship" the tangible personal property to the purchaser's customer in New Mexico.
- Oklahoma would allow this certificate in lieu of a copy of the purchaser's sales tax permit as one of the elements of "properly completed documentation" which is one of the three requirements which must be met prior to the vendor being relieved of liability. The other two requirements are that the vendor must have the certificate in his possession at the time the sale is made and must accept the documentation in good faith. The specific documentation required under OAC 710:65-7-6 is:
 - A) Sales tax permit information may consist of:
 - (i) A copy of the purchaser's sales tax permit; or
 - (ii) In lieu of a copy of the permit, obtain the following:
 - (I) Sales tax permit number; and
 - (II) The name and address of the purchaser;
 - B) A statement that the purchaser is engaged in the business of reselling the articles purchased;
 - C) A statement that the articles purchased are purchased for resale;
 - D) The signature of the purchaser or a person authorized to legally bind the purchaser; and
 - E) Certification on the face of the invoice, bill or sales slip or on separate letter that said purchaser is engaged in reselling the articles purchased.

Absent strict compliance with these requirements, Oklahoma holds a seller liable for sales tax due on sales where the claimed exemption is found to be invalid, for whatever reason, unless the Tax Commission determines that purchaser should be pursued for collection of the tax resulting from improper presentation of a certificate.

Rhode Island and Wisconsin allow this certificate to be used to claim a resale exemption only when the item will be resold in the same form. They do not permit this certificate to be used to claim any other type of exemption.

- South Dakota: Services which are purchased by a service provider and delivered to a current customer in conjunction with the services contracted to be provided to the customer are considered to be for resale. Receipts from the sale of a service for resale by the purchaser are not subject to sales tax if the purchaser furnishes a resale certificate which the seller accepts in good faith. In order for the transaction to be a sale for resale, the following conditions must be present:
 - (1) The service is purchased for or on behalf of a current customer;
 - (2) The purchaser of the service does not use the service in any manner; and
 - (3) The service is delivered or resold to the customer without any alteration or change.
- Texas: Items purchased for resale must be for resale within the geographical limits of the United States, its territories and possessions.
- Washington: A. Blanket resale certificates must be renewed at intervals not to exceed four years;
 - B. This certificate may be used to document exempt sales of "chemicals to be used in processing an article to be produced for sale."
 - C. Buyer acknowledges that the misuse of the resale privilege claimed on the certificate is subject to the legally prescribed penalty of fifty percent of the tax due, in addition to the tax, interest, and any other penalties imposed by law.

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.