

## **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:	<u> </u>	SHIP to INFORMATION:
CUSTOMER NAME:	- 7	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 MON	ITHS AT CURRE	:NT ADDRESS):
CURRENT P.O. BOX or STREET ADDRESS	ō	CITY, STATE, 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 OF COMPLYING WITH APPLICABLE LAW FOR OU CONITIONS.)**	ORDER UNLESS	YOU SUBMIT EITHER CERTIFICATE
IF YOU CHOOSE NOT TO SUBMIT A TAX EXE RESPONSIBLE FOR PAYING THE SALES TAX TO YOUR STATE, BY SIGNING HERE, YOU A	ON ALL MATE	RIAL PURCHASED FROM LINT TILE
FEDERAL ID#:		
TOTAL TIME IN BUSINESS:		
HAVE YOU DONE BUSINESS WITH LINT TILE IF YES, WHEN?	E PREVIOUSLY?	YES NO
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 F	PHONE NUMBER			
NAME, TITLE AND F	PHONE NUMBER			
NAME, TITLE AND F	HONE NUMBER			
HAVE ANY OF THE I	PRINCIPALS DOI ER WHAT COMP		H LINT TILE? YES	NO
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BANK NAME:				
ADDRESS:				
ACCOUNT NUMBER	<b>!S</b> :			
PHONE NUMBERS:				
ACCOUNT TYPE:	CHECKING	SAVINGS	MONEY MARKE	т
	BY THE UNDERSIGNI		ON FOR YOU TO FURNISH TO LI	
THEM.	NAME THE ACCOUNT		OSE OF ESTABLISHING A LINE OF	F CKEDII WIIH

- 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.
- 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)

10.

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			
YOUE	R COMPANY PE	ROFII F			YES	NO
					<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	
1.	DO YOU REQUIF	RE A PHONE CAL	L BEFORE DELI	VERY?		
2.	DO YOU REQUIF		RVICE WITH DEL FOR THIS SERVI			
3.	DO YOU HAVE A	LOADING DOC	( FOR DELIVERY	?		
4.	DO YOU HAVE A	FORKLIFT?				
5.	DO YOU HAVE W	VAREHOUSE EM	PLOYEES?			
6.	WHAT ARE YOU	R DELIVERY HO	URS MONDAY -	FRIDAY?		
MON.	TUES.	WED.	THURS.	FRI.		

### **Certificate of Exemption**

Purchaser: Complete this certificate and give it to the seller. Do not send to the Department of Revenue.

Seller: Keep this certificate as a part of your records. If this certificate is not fully completed, you must charge tax.

Coo A B C D E F G H I	Agricul Direct Exemp Motor Multipl Percen Adv Resale Resour Other.	pay. Enter DP#ot organization. Enter carrier direct pay. Enter points of use. httage exemption. https://ertising/enter/percent/	oduction.  ES# or type of other MCDP#	group  Utilities (e.g., and complete to the cate for items or second	nter percentag the best of my services that w	ge)%  knowledge and be lill be used for pur	rposes other than thos
Coc A B C D E F	Agricul Direct Exemp Motor Multipl Percen Adv Resale Resour Other.	Itural or industrial propay. Enter DP#ot organization. Enter carrier direct pay. Enter points of use. Intage exemption. Iteratising (enter percenter.)  The rece recovery facility. Enter title	oduction.  ES# or type of other MCDP#  tage)%  Enter CN#	group	nter percentag	ge)%	elief (PENALTY—If vo
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	plicable.	re of your business or	organization. Ii	nciude a descrip	otion of the ite	erns normally so	ia in your business,
						<u> </u>	
City					State	Zip code	
	's address	,					
		om you are purchasing, leasi	ing or renting				
If no n	umber, give reaso	on					
Purcha	aser's state tax ID	) number			State of issue		
City					State	Zip code	
Busine	ess address						

If you have questions, call 651-296-6181. TTY: Call 711 for Minnesota Relay. Forms and fact sheets are available on our website at  $\underline{www.taxes.state.mn.us}$ .

## **Exemption reason codes**

See the descriptions on pages 3 and 4 for more information about the following exemptions.

### A. Agricultural and industrial production

Materials and supplies used or consumed in agricultural or industrial production of items intended to be sold ultimately at retail. Does not cover machinery, tools (except qualifying detachable tools and special tooling), accessories, furniture and fixtures used to produce a product.

#### **B.** Direct pay

Direct-pay number issued by Department of Revenue. Cannot be used for meals, lodging and most services.

#### C. Exempt organizations

- Charitable (ES# required)
- Chore/homemaking services for elderly and disabled
- · Federal government
- · Hospitals
- Libraries
- · Nursing homes
- · Outpatient surgical centers
- Religious and educational (churches, schools, school districts, scouts, youth groups, etc.)
- Senior citizen group (ES# required)

#### D. Motor carrier direct pay

Motor carrier direct-pay number issued by Department of Revenue.

#### E. Multiple points of use

Services or electronically delivered computer software that is made available for use in more than one taxing jurisdiction at the same time.

#### F. Percentage exemptions

- Advertising materials for use outside Minnesota or local taxing area.
- Utilities used in agricultural or industrial production.

#### G. Resale

Items or services purchased for resale.

#### H. Resource recovery facility

Issued CN number by Department of Revenue.

#### I. Other exemptions

- Airflight equipment
- Ambulances
- · Aquaculture production equipment
- Automatic fire-safety sprinkler systems
- · Biosolids processing equipment
- · Bullet-resistant body armor
- · Emergency-vehicle accessories
- · Emergency-rescue-vehicle repair
- · Exempt publications
- · Farm machinery
- · Firefighter equipment

- Handicapped accessible (building materials)
- Handicapped accessible (vehicle costs)
- · Horse materials
- Job opportunity building zones (JOBZ)
- · Logging equipment
- Materials for business use in a state where no sales tax applies
- Materials used to provide taxable services
- Medical supplies for a health-care facility
- Packing materials used to ship household goods outside Minnesota
- · Poultry feed
- Prizes used for games at fairs or other events lasting fewer than six days
- Repair or replacement parts used in another state/country as part of a maintenance contract
- · Ship replacement parts and lubricants
- · Ski area items
- State or local government agency from another state
- · Taconite production items
- Telecommunications equipment
- Townships (gravel, machinery, and equipment used for road and bridge maintenance)
- TV commercials
- Veteran organizations
- Waste-management containers and compactors
- · Wind energy systems

# **Exemption descriptions**

Use Form ST3, Exemption Certificate, to claim the following exemptions. Fact sheets are available for some of the items as noted. Call our office for details about other exemptions not listed here.

#### Agricultural or industrial production.

Materials and supplies used or consumed in agricultural or industrial production of items intended to be sold ultimately at retail. Does not cover machinery, tools (except qualifying detachable tools and special tooling), accessories, furniture and fixtures used to produce a product. Fact Sheet 100, Agricultural Production, or Fact Sheet 145, Industrial Production.

**Direct pay.** Allows the buyer to pay sales tax on certain items directly to the state instead of to the seller. Applicants must be registered to collect sales tax in order to qualify and must apply for and receive approval and a DP# from the Department of Revenue. Enter the DP# on Form ST3.

**Exempt organizations.** Must be a government or nonprofit organization as described below. Cannot be used to buy meals and lodging exempt, except for the federal government.

- **Charitable organizations.** Must be operated exclusively for charitable purposes. You *must* apply for and receive an ES# from the Department of Revenue. Enter the number on Form ST3. (Some nonprofit organizations do not qualify for sales-tax exemption.)
- Chore/homemaking services purchased by a local government specifically for elderly and disabled.
- The **federal government** may provide purchaser orders, payment vouchers, work orders or complete Form ST3.
- **Hospitals** owned by a local government or that qualify as charitable under IRC 501(c)(3) can use this certificate without an exemption number or *may* apply for an ES# from the Department of Revenue.
- Libraries. Includes public, county law, state agency, and the state and legislative libraries.
- **Nursing homes** owned by a local government or that qualify as charitable under IRC 501 (c)(3) can use Form ST3 without an exemption number or may apply for an ES# from the Department of Revenue.

- Outpatient surgical centers that qualify as charitable under IRC 501(c)(3) can use this certificate without an exemption number or *may* apply for an ES# from the Department of Revenue.
- Religious and educational organizations. Churches, schools, school districts, scouts, youth groups, etc., operated exclusively for religious or educational purposes can use Form ST3 without an exemption number or may apply for an ES# from the Department of Revenue.
- **Senior citizen groups.** Groups must limit membership to senior citizens age 55 or older, or under 55 but physically disabled. They *must* apply for and receive an ES# from the Department of Revenue and enter it on Form ST3.

**Motor carrier direct pay.** Allows motor carriers to pay tax directly to the state when they lease mobile transportation equipment or buy certain parts and accessories. Applicants must be registered for sales tax in order to apply. You must apply for, and receive approval and MCDP# from the Department of Revenue. Enter the MCDP# on Form ST3. Fact Sheet 107, Interstate Motor Carriers.

**Multiple points of use.** Taxable services or electronically delivered computer software that is made available for use in more than one taxing jurisdiction at the same time. Purchaser is responsible for apportioning and remitting the tax due to each taxing jurisdiction.

#### Percentage exemption.

- Percentage exemptions may be claimed for advertising materials for use outside Minnesota or local taxing area.
   Purchaser must enter exempt percentage on Form ST3. Fact Sheet 133, Advertising

   Creative Promotional Services.
- Exemption applies to percent of **utilities used in agricultural or industrial production.** General space heating and lighting is not included in the exemption. Purchaser must enter exempt percentage on Form ST3. Fact Sheets 100, Agricultural Production; and 129, Utilities Used in Production.

**Resale.** Items or services must be purchased for resale in the normal course of business.

**Resource recovery facilities.** Applies to equipment used for processing solid or hazardous waste (after collection and before disposal) at a resource recovery facility. You must apply for and receive approval from the Department of Revenue. Enter the CN# on Form ST3.

#### Other exemptions

**Airflight equipment.** Must be purchased by an airline company taxed under M.S. 270.071 through 270.079.

**Ambulances (leases of vehicles used as ambulances).** Must be used by an ambulance service licensed by the EMS Regulatory Board under section 144E.10.

#### Aquaculture production equipment.

Qualifying aquaculture production equipment, and repair or replacement parts used to maintain and repair it. *Fact Sheet 130, Aquaculture Production Equipment.* 

**Automatic fire-safety sprinkler systems.** Fire-safety sprinkler systems and all component parts (including waterline expansions and additions) are exempt when installed in an existing residential dwelling, hotel, motel or lodging house that contains four or more dwelling units.

#### Biosolids processing equipment.

Equipment designed to process, dewater and recycle biosolids for wastewater treatment facilities of political subdivisions and materials incidental to installation of that equipment.

**Bullet-resistant body armor.** Must be purchased by a licensed peace officer, or a state or local law-enforcement agency.

Emergency rescue vehicle repair and replacement parts. Must be purchased by a government entity and attached to an emergency rescue vehicle. Emergency rescue vehicles are fire trucks, hook and ladder trucks, ambulances and pumper trucks. Marked squad cars and fire-chief cars are not considered rescue vehicles. Fact Sheet 135, Fire Fighting, Police and Emergency Equipment.

## Emergency vehicle accessory items used to initially equip marked police cars,

fire trucks, hook and ladder trucks, pumper trucks and ambulances. Fact Sheet 135, Fire Fighting, Police and Emergency Equipment.

Continued

## **Exemption descriptions** (continued)

**Exempt publications.** Materials and supplies used or consumed in the production of newspapers and publications issued at average intervals of three months or less. Includes publications issued on CD-ROM, audio tape, etc.

**Farm machinery.** Qualifying farm machinery, and repair or replacement parts (except tires) used to maintain and repair it. *Fact Sheet 106, Farm Machinery* 

**Firefighter equipment.** Personal protective equipment used to provide fire protection when purchased or authorized by an organized fire department, fire protection district or fire company that provides fire protection to the state or a political subdivision. Fact Sheet 135, Fire Fighting, Police and Emergency Equipment.

Handicapped accessible (residential building materials). Building materials and equipment purchased by nonprofit organizations if the materials are used in an existing residential structure to make it handicapped accessible, and the homeowner would have qualified for a refund of tax paid on the materials under M.S. 297A.71, subd. 11 or subd. 22. Nonprofit organizations include those entities organized and operated exclusively for charitable, religious, educational or civic purposes; and veteran groups exempt from federal taxation under IRC 501 (c)(19).

**Handicapped accessible (vehicle costs).** Conversion costs to make vehicles handicapped accessible. Covers parts, accessories and labor.

**Horse materials.** Covers consumable items such as feed, medications, bandages and antiseptics purchased for horses. Does not cover machinery, tools, appliances, furniture and fixtures.

#### Job opportunity building zones (JOBZ).

Applies to all goods and taxable services purchased by a qualified business and primarily used in the zone. Also includes purchases by a qualified business or a contractor of construction materials and supplies to construct improvements to real property if the property is used by a qualified business in the zone.

**Logging equipment.** Qualifying logging equipment, and repair or replacement parts (except tires) used to maintain and repair it. *Fact Sheet 108, Logging Equipment.* 

Materials for business use outside Minnesota in a state: where no sales tax applies to such items; or for use as part of a maintenance contract. This exemption applies only if the items would not be taxable if purchased in the other state (e.g., a state that does not have sales tax).

**Materials used to provide taxable services.** Materials must be used or consumed directly in providing services taxable under M.S. 297A.61, subd. 3.

Medical supplies for a health-care facility. Purchases by a licensed health care facility, outpatient surgical center or licensed health-care professional of medical supplies used directly on a patient or resident to provide medical treatment. The exemption does not apply to equipment, lab or radiological supplies, etc.

Fact Sheet 117. Health Products.

**Packing materials.** Packing materials used to pack and ship household goods to destinations outside Minnesota.

**Poultry feed.** The poultry must be for human consumption.

**Prizes.** Items given to players as prizes in games of skill or chance at events such as community festivals, fairs and carnivals lasting fewer than six days.

Repair or replacement parts used in another state or country as part of a maintenance contract. This does not apply to equipment or tools used in a repair business.

**Ship repair or replacement parts and lubricants.** Repair or replacement parts and lubricants for ships and vessels engaged principally in interstate or foreign commerce.

**Ski areas.** Items used or consumed primarily and directly for tramways at ski areas, or in snowmaking and snowgrooming operations at ski hills, ski slopes

or ski trails. Includes machinery, equipment, water additives and electricity used in the production and maintenance of machinemade snow.

**State or local government agency from another state.** Sales made to other states and local government agencies are exempt if the item would not be taxed in the home state. (Does *not* apply to sales of meals and lodging.)

**Taconite production items.** Mill liners, grinding rods and grinding balls used in taconite production if purchased by a company taxed under the in-lieu provisions of M.S. 298 if they are substantially consumed in the production of taconite.

**Telecommunications equipment** used directly by a telecommunications service provider primarily to provide telecommunications services for sale at retail. *Fact Sheet* 119, *Telecommunication Services*.

Townships (gravel, machinery, and equipment used for road and bridge maintenance). Purchases by a town of gravel, machinery, equipment and accessories used exclusively for road and bridge maintenance.

**TV commercials.** Covers TV commercials and tangible personal property primarily used or consumed in preproduction, production or postproduction of a TV commercial. Includes *rental* equipment for preproduction and production activities only. (Equipment *purchased* for use in any of these activities is taxable.) *Fact Sheet 163*, *TV Commercials*.

**Veteran organizations.** Applies to purchases by veteran organizations and their auxiliaries if they are organized in Minnesota and exempt from federal income tax under IRC 501(c)19 of the IRC; and the items are for charitable, civic, educational or nonprofit use (e.g., flags, equipment for youth sports teams, materials to make poppies given for donations).

Waste-management containers and compactors purchased by a waste-management service provider to use in providing waste-management services that are subject to solid-waste management tax.

**Wind energy systems.** Wind energy conversion systems and materials used to construct, install, repair or replace them.

#### 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.