



CREDIT APPLICATION

221 Lint Lane
Irwin, PA 15642

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 BUSINESS: _____

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 DISCLAIMS 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 made 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 REPOSIBILITY, ADVANCE PAYMENT.**
 - (c) Lint may require full or partial payment in advance at any time.
10. **NO WAIVER.** Failure by Lint 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 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

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: _____



MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
SALES/USE TAX EXEMPTION CERTIFICATE

FORM
149
(REV. 03-2011)

**THIS FORM IS TO BE
GIVEN TO THE SELLER BY
THE PURCHASER**

Caution to seller: In order for the certificate to be accepted in good faith by the seller, the seller must exercise care that the property being sold is exempt. When a purchaser is claiming an exemption for purchases of items that qualify for the full manufacturing exemption and other items that only qualify for the partial manufacturing exemption, the seller must make certain the correct amount of tax is charged for each item purchased.

PURCHASER/SELLER

PURCHASER'S NAME	SELLER'S NAME
DOING BUSINESS AS NAME (DBA)	DOING BUSINESS AS NAME (DBA)
ADDRESS	ADDRESS
CITY, STATE, ZIP	CITY, STATE, ZIP
PRODUCT OR SERVICES PURCHASED EXEMPT FROM TAX	
PURCHASER'S TYPE OF BUSINESS	

RESALE: EXCLUSION FROM SALES/USE

- Purchases of Tangible Personal Property for RESALE: *Retailer's State Tax ID Number* _____ *Home State* _____
(Missouri Retailers must have a Missouri Tax ID Number)
- Purchases of Taxable Services for RESALE (see list of taxable services in instructions): *Retailer's MO Tax ID Number* _____
(Resale certificate cannot be taken by seller in good faith unless the purchaser is registered in Missouri)
- Purchases by Manufacturer or Wholesaler for Wholesale: *Home State:* _____
(Missouri Tax ID Number is not required)
- Purchases by Motor Vehicle Dealer: *Missouri Dealer License Number* _____
(Only for parts that will be used on vehicles being resold)(Form 149T is required for tire and battery fees)

MANUFACTURING FULL EXEMPTIONS: (These exemptions apply to state and local sales and use tax.)

- INGREDIENT / COMPONENT PART
- PLANT EXPANSION
- MANUFACTURING MACHINERY, EQUIPMENT AND PARTS
- RESEARCH AND DEVELOPMENT OF AGRICULTURAL BIOTECHNOLOGY PRODUCTS AND PLANT GENOMICS PRODUCTS AND PHARMACEUTICALS
- MATERIAL RECOVERY PROCESSING

DESCRIBE PRODUCT OR SERVICES PURCHASED EXEMPT FROM TAX

SALES/USE TAX

MANUFACTURING PARTIAL EXEMPTIONS : (These exemptions only apply to state tax (4.225%) and local use tax, but not local sales tax. The seller must collect and report local sales taxes imposed by political subdivisions.)

- RESEARCH AND DEVELOPMENT
- MANUFACTURING CHEMICALS AND MATERIALS
- MACHINERY AND EQUIPMENT USED OR CONSUMED IN MANUFACTURING
- MATERIALS, CHEMICALS, MACHINERY, AND EQUIPMENT USED OR CONSUMED IN MATERIAL RECOVERY PROCESSING PLANT

DESCRIBE PRODUCTS OR SERVICES PURCHASED EXEMPT FROM STATE TAX AND LOCAL USE TAX, BUT SUBJECT TO LOCAL SALES TAX

- UTILITIES /ENERGY AND WATER USED OR CONSUMED IN MANUFACTURING (**MUST COMPLETE BELOW**)
PURCHASER'S MANUFACTURING PERCENTAGE _____ %
PURCHASER'S METHOD OF CALCULATION
 SQUARE FOOTAGE USE ANALYSIS
 OTHER _____
ENERGY ACCOUNT NUMBER(S) _____

OTHER SALES/USE EXEMPTIONS:

- AGRICULTURAL COMMON CARRIER LOCOMOTIVE FUEL AIR AND/OR WATER POLLUTION CONTROL MACHINERY, EQUIPMENT, APPLIANCES AND DEVICES.
- OTHER _____

SIGNATURE

SIGNATURE:

UNDER PENALTIES OF PERJURY, I SWEAR OR AFFIRM THE INFORMATION ON THIS FORM IS TRUE AND CORRECT AS TO EVERY MATERIAL MATTER. I also declare under penalties of perjury that I employ no illegal or unauthorized aliens as defined under federal law and that I am not eligible for any tax exemption, credit or abatement if I employ such aliens.

AUTHORIZED SIGNATURE (PURCHASER OR PURCHASER'S AGENT)	TITLE	DATE ____ / ____ / _____
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INSTRUCTIONS

Purchaser/Seller

Complete the name of the purchaser, doing business as, address, city, state, and zip.

Give a brief description of the product or services to be purchased. If claiming exemption for plant expansion, new plant, or design change, indicate a general project description, project number, or a brief description of the equipment to be purchased. A new exemption will be needed for future projects.

Give a brief description of the type of business.

Complete the name of the seller, doing business as, address, city, state, and zip.

Sales/Use Tax

Check the appropriate box for the type of exemption to be claimed and complete any additional information requested

Resale of Tangible Personal Property: Retailers that are purchasing tangible personal property for resale purposes are exempt from sales/use tax. The purchaser's state tax ID number can be found on the Missouri Retail License or out of state registration for retail sales.

Resale of Taxable Services: Purchasers for resale must have a Missouri retail license in order to claim resale of taxable services in Missouri. Taxable services include restaurants, hotels, motels, places of amusement, recreation, entertainment, games, athletic events, telecommunications providers and utilities.

Manufacturers or Wholesalers: A Missouri Tax ID Number is not required to claim this exclusion.

Purchaser's Home State: Provide the state in which purchaser is located and registered.

Motor Vehicle Dealer: A motor vehicle dealer who is purchasing parts for the repair of a vehicle being resold is exempt from sales/use tax. The dealer's license is issued by the Missouri Motor Vehicle Bureau or by the out of state registration authority that issues such licenses.

Manufacturing Exemptions - Full Exemption

Check the appropriate box for the type of exemption to be claimed. All items selected in this section are exempt from all sales/use tax under section 144.030, RSMo.

Manufacturing Partial Exemptions

Check the appropriate box for the type of exemption to be claimed according to section 144.054, RSMo.

All items in this section are exempt from State Tax and Local Use Tax, but **are still taxable for Local Sales Tax**. If claiming utilities, record account numbers, meter numbers, or other information as required by the vendor. All purchasers who are claiming an exemption for energy use will need to provide the amount of energy use which is related to manufacturing in the space provided and also select the method by which this percentage was obtained.

Other Sales/Use Exemptions

Agricultural - Farm machinery and equipment are exempt from tax if used exclusively for agricultural purposes, used on land owned or leased for the purpose of producing farm products, and used directly in the production of farm products to be ultimately sold at retail. The sale of grains to be converted into foodstuffs or seed, and limestone, fertilizer, and herbicides used in connection with the growth or production of crops, livestock or poultry is exempt from tax. The sale of livestock, animals or poultry used for breeding or feeding purposes, feed for livestock or poultry, feed additives, medications or vaccines administered to livestock or poultry in the production of food or fiber, and sales of pesticides and herbicides used in the production of aquaculture, livestock or poultry are exempt from tax. All sales of fencing materials used for agricultural purposes and the purchase of motor fuel are exempt from tax.

Common Carrier - Materials, replacement parts and equipment purchased for use directly upon, and for the repair and maintenance or manufacture of, motor vehicles, watercraft, railroad rolling stock or aircraft engaged as common carriers of persons or property. See section 144.030.2(3), RSMo.

Locomotive Fuel - Fuel purchased for use in a locomotive that is a common carrier is exempt from sales and use tax.

Air and/or Water Pollution Control Machinery, Equipment, Appliances and Devices - Machinery, equipment, appliances and devices purchased or leased and used solely for the purpose of preventing, abating or monitoring water and air pollution, and materials and supplies solely required for the installation, construction or reconstruction of such machinery, equipment, appliances and devices. See section 144.030.2(14) and section 144.030.2(15), RSMo.

Other - Exemptions not listed on this sheet, but are provided by statute. Provide explanation of exemption being claimed. See Chapter 144 of the Missouri Statutes for exemption <http://www.moga.mo.gov/statutes/c144.htm>

Sign, title and date the form.

If you have any questions, please contact the Taxation Division, P.O. Box 358, Jefferson City, MO 65105-0358, call (573) 751-2836 or e-mail salestaxexemptions@dor.mo.gov.

Sellers should update resale certificates for their files every five (5) years.

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.