

Roppe Fiesta® Rubber Stair Treads



Product Data

Section 9

Resilient Flooring



Warranty

Roppe Corporation manufactures and markets its product under the trade name Roppe Fiesta Rubber Stair Tread is warranted for a period of one (1) year from date of installation to be free of defects in material and workmanship. Roppe has both a three (3) year (See Limited Wear Warranty) and five (5) Year Limited Wear Warranty on Roppe Fiesta Rubber Stair Treads for non-transit use, based by product design and installation purpose, if installed, maintained, and used strictly in accordance with Roppe's written instructions and installed with the recommended Roppe adhesive. Roppe will not warranty Fiesta Rubber Stair Tread products against fading or discoloration when exposed to direct sunlight or indirect sunlight. This Limited Warranty only applies to Fiesta Rubber Stair Treads which has been installed, maintained, and used strictly in accordance with Roppe's written instructions and is valid only under normal wear and traffic conditions in a use for which it was designed. Instructions may be obtained from a Roppe distributor or by writing Roppe, Attention: Internal Sales Manger, P.O. Box 1158, Fostoria, OH 44830. Notice of any defect must be made in writing to Roppe within thirty (30) days after buyer learns of the defect. No merchandise is to be returned prior to Roppe's inspection and written approval. Buyer's sole and exclusive remedy for breach of this Limited Warranty shall be a pro rata credit, based on the period remaining in this Limited Warranty, toward the purchase of new Fiesta Rubber Stair Tread, or in the event Fiesta Rubber Stair Tread is not available, other similar or equal Roppe Fiesta Rubber Stair Treads. Replacement credit shall be equal to the proportion of Limited Warranty time remaining multiplied by the current price of Fiesta Rubber Stair Tread or the last price if Fiesta Rubber Stair Treads are not available. In no event shall Roppe be liable for incidental or consequential damages, even if some other provision of this Limited Warranty is unenforceable. Buyer waives all other claims, and remedies against Roppe, whether statutory, based in common law or in equity, and including, but not limited to, direct, indirect, special, incidental, and consequential damages. In order to use this Limited Warranty, Buyer must present this Limited Warranty and proof of time of purchase to Buyer's Roppe representative. Roppe shall have no liability whatsoever to Buyer in the event the goods become defective if such defect is caused in whole or part by cuts, tears, vandalism, fire, willful destruction, improper installation, or improper maintenance, accident or act of God. This Limited Warranty is valid only if Fiesta Rubber Stair Treads are installed pursuant to the Limited Warranty, using Roppe's recommended adhesive. These warranties are expressly in lieu of any other warranties expressed or implied, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose. By retaining Roppe's merchandise for more than five (5) days after receipt of such merchandise, Buyer agrees that it accepts the terms of this Limited Warranty and that there are no warranties or rights beyond those contained herein. Fiesta Rubber Stair Tread is not designed for use in or near commercial kitchens. Read the Fiesta Rubber Stair Tread Data information concerning Product Limitations, Installation, and Maintenance available from a Roppe Distributor or Roppe Customer Service Representative.



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RUBBER STAIR TREADS LIMITED COMMERCIAL WARRANTY BY PRODUCT DESIGN

Stair Tread Design	Recommendation	Limited Wear Warranties
Raised Square Design	Heavy Traffic	5 years
Raised Circular	Heavy Traffic	5 years
Low Profile Raised	Normal Traffic	3 years
Heavy-Duty Abrasive	Heavy Traffic	5 years
Light-Duty Abrasive	Normal Traffic	3 years
Rib Designs	Normal Traffic	3 years
Heavy-Duty Smooth	Heavy Traffic	5 years
Light-Duty Smooth Design	Normal Traffic	3 Years
Diamond Design	Normal Traffic	5 Years
Hammered Design	Normal Traffic	5 Years



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Textured Design	Normal Traffic	5 Years
Fiesta™ Treads	Refer to Style Specified	Refer to Style Specified
SafeTcork Treads	Refer to Style Specified	Refer to Style Specified
Antifungal, Flame-Retardant & Oil/Grease Resistant Formulations	Refer to Style Specified	Refer to Style Specified

Limited Wear Warranty Terms (Products Types & Design: Fiesta Light-Duty Abrasive, Rib Design, Low Profile Raised and Light-Duty Smooth Rubber Stair Treads):

If excessive wear is suspected, the original purchaser must notify Roppe Corporation in writing and permit an inspection of the flooring. If Roppe Corporation determines excessive wear, and the flooring has been properly installed and maintained, Roppe Corporation will replace the flooring based on the following terms:

A. Terms

- a. **Within One-Year:** If excessive wear is determined by Roppe within one (1) year of installation, Roppe will furnish new material of the same or similar style and color sufficient to repair or replace the defective material. Roppe will also pay reasonable labor cost once submitted in writing and approved.
- b. **Within Two-Years:** If excessive wear is determined by Roppe within two (2) years of installation, Roppe will furnish new material of the same or similar style and color sufficient to repair or replace the defective material. Roppe will also pay fifty-percent (50%) of reasonable labor cost once submitted in writing and approved.
- c. **After Two-Years & Within Three Years:** If excessive wear is determined by Roppe after two (2) years and within three (3) years of installation, Roppe will furnish new material of the same or similar style and color sufficient to repair or replace the defective material. Roppe will not pay labor cost for material installed after two (2) years and within three (3) years of installation.



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Limited Wear Warranty Terms (Product Type & Design: Fiesta Raised Square, Raised Circle, Heavy-Duty Abrasive, Heavy-Duty Smooth, Diamond Design, Hammered Design and Textured Design Rubber Stair Treads):

If excessive wear is suspected, the original purchaser must notify Roppe Corporation in writing and permit an inspection of the flooring. If Roppe Corporation determines excessive wear, and the flooring has been properly installed and maintained, Roppe Corporation will replace the flooring based on the following terms:

B. Terms:

- a. Within One-Year: If excessive wear is determined by Roppe within one (1) year of installation, Roppe will furnish new material of the same or similar style and color sufficient to repair or replace the defective material. Roppe will also pay reasonable labor cost once submitted in writing and approved.
- b. Within Two-Years: If excessive wear is determined by Roppe within two (2) years of installation, Roppe will furnish new material of the same or similar style and color sufficient to repair or replace the defective material. Roppe will also pay fifty-percent (50%) of reasonable labor cost once submitted in writing and approved.
- c. After Two-Years & Within Five -Years: If excessive wear is determined by Roppe after two (2) years and within five (5) years of installation, Roppe will furnish new material of the same or similar style and color sufficient to repair or replace the defective material. Roppe will not pay labor cost for material installed after two (2) years and within five (5) years of installation.

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