

Roppe Pinnacle/Pinnacle Plus Wall Base



Product Data

Section 9

Resilient Flooring



Warranty

Roppe Corporation manufactures and markets its wall base product under the trade names Pinnacle and Pinnacle *Plus* is warranted for a period of one (1) year from date of installation to be free of defects in material and workmanship. Roppe has a three (3) year (See Limited Wear Warranty) Limited Wear Warranty on Roppe Pinnacle and Pinnacle *Plus* Wall Base 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 Pinnacle or Pinnacle *Plus* Wall Base products against fading or discoloration when exposed to direct sunlight or indirect sunlight. Refer to Roppe Product Specification Sheet before proceeding with installation. For any applications not listed, do not proceed with installation regardless of the circumstance. Instructions may be obtained from a Roppe distributor or by writing Roppe, Attention: Sales Service Manager, 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 against Roppe and Dealer for claims arising hereunder for any and all losses and damages resulting from any cause shall be a pro rata credit based on the period remaining in this Limited Warranty toward the purchase of new Roppe Pinnacle or Pinnacle *Plus*. Replacement credit shall be equal to the proportion of Limited Warranty time remaining multiplied by the current price of Roppe Pinnacle or Pinnacle *Plus*. 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 of any nature. Roppe Pinnacle or Pinnacle *Plus* is not designed for use in or near commercial kitchens or for outdoors use. 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, damage from high heels, spiked footwear, improper installation, improper maintenance, subfloor and/or substrate irregularities, accidents, natural causes, or acts of God. Roppe will not be liable for labor costs or lost profits resulting from the use of or inability to use the product. Roppe will not be liable for labor costs for material that is installed with obvious defects. Products designated as "seconds", "mill run", "non-conforming", not being of first quality, are sold as-is and Roppe makes no warranties whatsoever, expressed or implied, with respect thereto, including warranties of merchantability or fitness for a particular use. These warranties are expressly in lieu of any other warranties expressed or implied. 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. All claims must be made in writing and sent to Roppe, Attn: Claims Manager, P.O. Box 1158, Fostoria, Ohio, 44830. All claims for surface defects or variations in color or pattern must be delivered to Roppe in writing before the product is installed. Roppe will not accept the return of any product without prior written approval of the Roppe Claims Department.

* Limited Wear Warranty Terms (Products: Pinnacle and Pinnacle *Plus* Wall Base)



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