

# Roppe Recoil Fitness Rubber Flooring



## Product Data

Section 9

Resilient Flooring



## Warranty

Roppe Corporation manufactures and markets its floor products under the trade name Roppe's Recoil Fitness Flooring is warranted for a period of three (3) years from date of installation to be free of defects in material and workmanship, if installed, maintained, and used strictly in accordance with Roppe's written instructions and installed with the recommended Roppe Adhesives. Roppe will not warranty Recoil Fitness Flooring products against fading or discoloration when exposed to direct sunlight or indirect sunlight. Skiving marks from the manufacturing and cutting process on the face of the flooring is not deemed defective. All skiving marks must be installed in the same direction to prevent shading. This Limited Warranty only applies to Recoil Fitness Flooring, 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. Installation of material installed with obvious visual defects is not warranted. 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 Recoil Fitness Flooring, or in the event Recoil Fitness Flooring is not available, other Roppe material. Replacement credit shall be equal to the proportion of Limited Warranty time remaining multiplied by the current price of Recoil Fitness Flooring or the last price if Recoil Fitness Flooring is not available. In no event shall Roppe be liable for labor, 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, installed with obvious defects, damaged from high heels, ice skates, spike footwear, or improper maintenance, accident or act of God. Products installed as "seconds", "mill runs", "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. This Limited Warranty is valid only if Recoil Fitness Flooring is installed pursuant to the Limited Warranty, using Roppe's recommended adhesives. 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. Recoil Fitness Flooring is not designed for use in or near



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commercial kitchens, or exposure to vegetable oils, animal fats, petroleum-based material, food coloring or any other product which may discolor or stain the flooring. Read the Recoil Fitness Flooring Product Data information concerning Product Limitations, Installation, and Maintenance available from a Roppe Distributor or Roppe Customer Service Representative.

