

Roppe Vinyl Stair Treads



Product Data

Section 9

Resilient Flooring



Warranty

Roppe Corporation manufactures and markets its product under the trade name Roppe Vinyl Stair Treads 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 two (2) year (See Limited Wear Warranty) Limited Wear Warranty on Roppe Vinyl 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 Vinyl Stair Tread products against fading or discoloration when exposed to direct sunlight or indirect sunlight. This Limited Warranty only applies to Vinyl 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 Vinyl Stair Tread, or in the event Vinyl Stair Treads are not available, other similar or equal Roppe Vinyl Stair Treads. Replacement credit shall be equal to the proportion of Limited Warranty time remaining multiplied by the current price of Vinyl Stair Tread or the last price if Vinyl 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 Vinyl Stair Treads are installed pursuant to the Limited Warranty, using Roppe's recommended adhesives and nose caulking. 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. Vinyl Stair Tread are not designed for use in or near commercial kitchens. Read the Vinyl Stair Tread Data information concerning Product Limitations, Installation, and Maintenance available from a Roppe Distributor or Roppe Customer Service Representative.

* Limited Wear Warranty Terms (Vinyl 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 Vinyl Stair Treads

Product Data

Section 9

Resilient Flooring



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 only 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 one (1) year and within two (2) years of installation.

7-09

