

# Roppe Wood Naturals™ Solid Vinyl Tile



## Product Data

Section 9

Resilient Flooring



## Warranty

Roppe Corporation manufactures and markets its floor products under the trade name Roppe's Wood Naturals Solid Vinyl Tile is warranted for a period of one (1) year from date of installation to be free of defects in material and workmanship. Wood Naturals Solid Vinyl Tile has a ten (10) year Limited Wear Warranty if installed, maintained, and used strictly in accordance with Roppe's written instructions and installed with the recommended Roppe Adhesives. Roppe will not warranty Wood Naturals Solid Vinyl Tile products against fading or discoloration when exposed to direct sunlight or indirect sunlight. This Limited Warranty only applies to Wood Naturals Solid Vinyl Tile, 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 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. 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 Wood Naturals Solid Vinyl Tile, or in the event Wood Naturals Solid Vinyl Tile is not available, other Roppe tile. Replacement credit shall be equal to the proportion of Limited Warranty time remaining multiplied by the current price of Wood Naturals Solid Vinyl Tile or the last price if Wood Naturals Solid Vinyl Tile is 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, installed with obvious defects, damaged from high heels, 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 Wood Naturals Solid Vinyl Tile 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. Wood Naturals Solid Vinyl Tile is not designed for use



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in or near commercial kitchens. Read the Wood Naturals Solid Vinyl Tile Product Data information concerning Product Limitations, Installation, and Maintenance available from a Roppe Distributor or Roppe Customer Service Representative.

\* Limited Wear Warranty Terms (Products Type: Wood Naturals Solid Vinyl Tile)

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 Ten-Years: If excessive wear is determined by Roppe after two (2) years and within ten (10) 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 ten (10) years of installation.

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