



## THREE YEAR LIMITED WARRANTY

### OBTAINING LIMITED WARRANTY SERVICE

To obtain limited warranty service under this Limited Warranty, the owner must do all of the following:

1. Prior to limited warranty repairs the owner must notify Top Gear Rotorua Ltd of any claimed defect within the limited warranty period or 10 days thereafter.
  - The complete chassis number of the trailer and registration
  - The nature of the problem
2. Promptly return the trailer to Top Gear Rotorua Ltd for repairs.

If you believe a defect covered by this Limited Warranty still exists after an attempted repair by Top Gear Rotorua Ltd you must contact Top Gear Rotorua Ltd to inform them of this defect.

### LIMITED WARRANTY - STRUCTURE

Top Gear Rotorua Ltd warrants that each Top Gear Rotorua Ltd trailer operated by the original purchaser under normal use will be free from defects in materials and workmanship for three years following the original purchase, subject to the requirements, exclusions and limitations stated below. The obligation of this limited warranty shall be limited to repairing or replacing any part or parts, which in the opinion of Top Gear Rotorua Ltd are defective in materials or workmanship under normal use and service during the limited warranty period commencing with the date of the first retail purchase. Top Gear Rotorua Ltd reserves the right to use new or remanufactured parts of similar quality to complete any limited warranty work.



## **WARRANTY PERIOD**

The warranty period begins on the date the product is first sold to a purchaser. Any repairs, or replacement of parts, or the undertaking of service under this warranty, does not extend the life of this limited warranty beyond its original expiration date from purchase.

## **PRIOR WRITTEN CONSENT AND RETURN OF DEFECTIVE PARTS REQUIREMENTS**

No reimbursement will be made to any owner for limited warranty work performed without the prior written consent of Top Gear Rotorua Ltd. Any defective part(s) may be required to be sent by prepaid freight to Top Gear Rotorua Ltd in order to qualify for replacement or reimbursement under this Limited Warranty.

## **THIS LIMITED WARRANTY COVERS MANUFACTURING DEFECTS ONLY**

The liability of Top Gear Rotorua Ltd is limited to the cost of repair and/or replacement of the product under warranty. The limited warranty is invalidated if the defect is caused by misuse, neglect, and tampering, incorrect adjustment, modification or overloading. It is invalidated if unauthorised persons carry out any alterations.

This limited warranty does not cover electrical system corrosion, corrosion resulting from damage, corrosion that causes purely cosmetic damage, abuse or improper service. Bearing failure is not covered as bearing performance is highly dependent on owners diligence in maintaining greasing, nor is any consequential loss incurred through the use of the trailer or any failure of the trailer or any part of it.

## **WHAT IS NOT COVERED BY THIS LIMITED WARRANTY**

This Limited Warranty covers only defects in original components which arise from normal use and does not apply if the trailer has been subject to negligence, accident, abuse, misuse, improper loading or has been repaired or altered without the prior written consent of Top Gear Rotorua Ltd

Top Gear Rotorua Ltd will not be responsible for consequential, incidental, special or indirect damages of any kind which may be incurred as a result of any defect in material or workmanship, including, but not limited to, loss of time, inconvenience, loss of income from use of said product, or in any way manufacturer will not be responsible for any fees or fines incurred by purchaser relating to any warranted claims against manufacturer.

Top Gear Rotorua Ltd is not responsible for costs relating to transportation, delivery charges and freight of the affected product.

## **THIS LIMITED WARRANTY DOES NOT PROVIDE COVERAGE FOR ANY OF THE FOLLOWING**

1. Damages caused by failure to provide proper maintenance and repair, loose or improperly torqued lug nuts, loose nuts, bolts and screws (maintaining necessary tightness is the owners responsibility);
2. Damage caused by failure to check and torque lug nuts properly;
3. Any part or component of the trailer that was not manufactured or installed by Top Gear Rotorua Ltd.



4. Any work performed or options installed by individuals or organisations other than Top Gear Rotorua Ltd when new.
5. After-market equipment or accessories installed on the trailer after completion of manufacture by Top Gear Rotorua Ltd, or any defects or damage caused by such items;
6. Normal deterioration of anodizing, galvanizing and powder-coating due to wear or exposure, including but not limited to rust, corrosion, oxidation scratches and cosmetic blemishes;
7. Normal maintenance and service items shall not be replaced due to wear (items include, but are not limited to bearings, bushes, sheaves, brakes, rigging cable, brake linings and battery);
8. Trailers not purchased through Top Gear Rotorua Ltd products and trailers purchased directly or indirectly through auction, salvage, repossession or other non-customary sale means;
9. Defects or damage caused by, in whole or in part, or in any way related to; accidents, misuse including off-road use), or negligence
10. Any damage caused to the loaded vehicle due to defective materials or workmanship;
11. If the trailer is commercially rented out this Limited Warranty is null and void;
12. Damage due the addition of weight to the trailer that causes the trailer's total weight to exceed manufacturer-stated specifications, trailer weight ratings or to cause improper towing because of improper load balance;
13. Damage due to carrying anything other than rubber-tyred vehicles.
14. Alteration or modification of the trailer except such alterations or modifications approved in writing by Top Gear Rotorua Ltd, including but not limited to welding of the chassis;
15. Acts of god or other environmental conditions such as lightning, hail, salt or other chemicals in the atmosphere;
16. Condensation and the results of condensation including water damage;
17. De-icing agents or other chemicals applied to the trailer;
18. Failure to properly maintain or service the trailer, including but not limited to the maintenance of lubricants;
19. Selection, use and operation of any hitch assembly;
20. Use of incorrect or altered hitch ball or improper latching;
21. Failure to seek and obtain repairs in a timely manner;
22. Failure to use reasonable efforts to mitigate damage caused by defects;
23. Acts or omissions of any person or entity other than Top Gear Rotorua Ltd
24. Failure to comply with the instructions set forth in any owner's manual or guide provided or made available online by Top Gear Rotorua Ltd.

#### **OTHER EXCLUSIONS NOT COVERED BY THIS LIMITED WARRANTY**

The Top Gear Rotorua Ltd trailer is engineered to properly handle the gross vehicle load rating as specified on initial build sheet. Load distribution has a definite effect upon the towing characteristics and attitudes of the trailer. There are limits to the amount



of load that can be safely transported depending upon speed and road conditions - and reasonable cause to believe these factors have been exceeded could void the Top Gear Rotorua Ltd limited warranty.

The axle is manufactured to a tolerance of 1-degree camber and 1/8" toe-in. These tolerances will only change if the trailer is subjected to abuse, such as dropping off a sharp berm, striking a curb or hitting a deep hole in the road. Such damage could be considered as resulting from an accident which risks are not covered under the limited warranty. Abnormal tyre wear and/or wheel alignment resulting from such damage is not covered under the terms of the limited warranty.

In addition to the above exclusions Top Gear Rotorua Ltd expressly excludes from this Limited Warranty the following: tow vehicle wiring, loss of time, inconvenience, loss of use of trailer, rental of substitute equipment, loss of revenues or other commercial loss and tow vehicle wear.

### **LIMITATION**

Top Gear Rotorua Ltd responsibility under this limited warranty shall be limited to repair or replacement of parts at the Top Gear Rotorua Ltd facility, or for a reasonable allowance, at another place approved in writing by Top Gear Rotorua Ltd. If such a limited warranty fails because attempts at repair are not completed within a reasonable time, or it fails for any other reason, any damages are limited to the lesser of either the cost of the needed repairs or reduction in the market value of the trailer caused by the lack of repairs.

Replacement parts are warranted for the balance of the original limited warranty period.

### **REPAIRS UNDER LIMITED WARRANTY**

The customer must provide Top Gear Rotorua Ltd with a reasonable opportunity to repair, and reasonable access to the product for warranty service/repair. Limited warranty claims shall be made by delivering the product for inspection to Top Gear Rotorua Ltd to service/repair the product. The purchaser/customer in that case shall pay for all related transportation charges and or travel time. If the service/repair provided is not covered by this warranty, the purchaser/customer shall also pay for all related labour and materials, and any other expenses associated with that service/repair. Purchaser/ customer shall not, unless arranged or requested by Top Gear Rotorua Ltd, send the product or parts of the product directly to Top Gear Rotorua Ltd without prior arrangements.

### **DISCLAIMERS**

This Limited Warranty is expressly in lieu of any other limited warranty not expressly provided herein which but for this provision might arise by operation of law, including any express warranties made outside this limited warranty, implied



warranties of merchantability, implied warranties of fitness for a particular purpose and any breach of contract. These warranties are hereby expressly excluded and disclaimed. If they cannot be disclaimed, any implied warranties of merchantability and fitness for a particular purpose are expressly limited to a term of three (3) years, unless applicable state law provides otherwise.

Under no circumstance shall Top Gear Rotorua Ltd be liable to the purchaser or any other person for any special, incidental or consequential damages, whether arising out of breach of limited warranty, breach of contract, tort or otherwise, unless law provided otherwise.

No one, is authorized to make further or additional warranties on behalf of Top Gear Rotorua Ltd. Authorised repairs do not extend the term of this limited warranty. Top Gear Rotorua Ltd reserve the right to make changes to this document without notice.

#### **DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES**

Top Gear Rotorua Ltd hereby disclaims any and all incidental and consequential damages arising out of or relating to the trailer, including expenses such as transportation to and from Top Gear Rotorua Ltd repair facility, loss of time, loss of pay, loss of use, inconvenience, commercial loss (including lost profits), towing charges, bus fares, vehicle rental, service call charges, fuel expenses, incidental charges such as telephone calls and facsimile transmissions, and expenses for lodging. This disclaimer is independent of any failure of the essential purpose of any warranties provided with a trailer and shall survive any determination that a limited warranty failed of its essential purpose.

Top Gear Rotorua Ltd may direct you to an authorised repairer or may request that you bring your trailer to the Top Gear Rotorua Ltd facility in Rotorua for repairs.

Replacement parts are sent to whoever is responsible for the repair. Top Gear Rotorua Ltd will not be responsible for improper repairs made to Top Gear Rotorua Ltd trailers. Top Gear Rotorua Ltd will not be responsible for non-authorized replacement parts used in repairs. Products or parts produced by another manufacturer and distributed by Top Gear Rotorua Ltd will be covered by the respective manufacturer's warranty.

THIS LIMITED WARRANTY IS TRANSFERABLE FROM THE ORIGINAL OWNER UPON NOTIFICATION TO AND ACCEPTANCE BY TOP GEAR ROTORUA LTD.