

This Limited Warranty applies to all 2025 models.

TOP HAT INDUSTRIES, INC. – LIMITED WARRANTY

Top Hat Industries, Inc. warrants that each trailer manufactured by our company and operated by the original purchaser under normal use in the United States will be free from defects in materials and workmanship for one (1) year following the original purchase, subject to the requirements, exclusions and limitations stated below which will be strictly applied.

YOU MUST SEND US A COMPLETED WARRANTY REGISTRATION FORM (ORIGINAL OWNER WILL FIND THIS FORM ATTACHED TO THE CERTIFICATE OF ORIGIN)

In order to validate this Limited Warranty, the completed warranty registration form which is attached to the Certificate of Origin must be postmarked and mailed to the address listed below no later than 14 days following the purchase of your Top Hat trailer. If the completed warranty registration form is not postmarked by the fourteenth day after purchase of the trailer, all express warranties contained in this limited warranty shall be null and void.

Please mail complete warranty registration form to the following address:

Top Hat Industries, Inc.
Attn: Warranty Department
PO Box 40
Naples, TX 75568

3 YEAR LIMITED WARRANTY

Subject to the requirements, exclusions and limitations stated below, the structure of your Top Hat trailer is warranted to the original retail purchaser against defects in materials and workmanship by Top Hat Industries, Inc. arising from normal use for three (3) years from the date of purchase. The structure is that portion of the trailer which includes the main frame, consisting of the bottom rails, cross members, and the subframe, excluding the floor boards and running gear.

EXCLUSIONS

- Top Hat Industries, Inc. warrants its paint finish to be consistent with industry standards for 90 days after the date of original retail purchase, with the exceptions of "normal use" limitations set forth below and of deterioration due to use or exposure, such as chipping, scratching, fading, cracks in caulk seams, road salt or tar, damage by animals or pressure washing. Warrantable paint repairs are limited to spot repairs and blending consistent with standards in the trailer industry.
- Top Hat Industries, Inc. warrants its lumber to be consistent with industry standards for 90 days after the date of original retail purchase.
- Any trailer utilized as a rental unit or as part of a rental combination with rental equipment is warranted for 90 days from the date of original retail purchase.

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EXCLUSION OF COMPONENTS WARRANTED BY OTHER MANUFACTURERS

Tires, axles, and brake components, springs and suspension components, couplers, jacks, batteries, purchased and installed by Top Hat Industries, Inc. are warranted by their respected manufacturers and are excluded from this Limited Warranty.

NORMAL USE, NO REPAIRS OR ALTERATIONS

This Limited Warranty covers only defects in original components which arise from normal use and does not apply if the trailer has been subjected to negligence, accident, abuse, misuse, neglect, overload or has been repaired or altered without the prior written consent of Top Hat Industries, Inc. Normal wear items, including but not limited to springs, lights, bearings, brakes, brake linings, tires, and batteries, will not be replaced due to wear.

TRANSPORTATION COSTS EXCLUDED

Transportation of any trailer to and/or from your dealer or any approved repair facility shall be the responsibility of the trailer owner. Top Hat Industries, Inc. shall not be liable for any such costs.

PRIOR WRITTEN CONSENT REQUIRED AND RETURN OF DEFECTIVE PARTS REQUIRED

No reimbursement will be made to any dealer or owner for repairs made without the prior written consent of Top Hat Industries, Inc. Any defective part(s) must be sent by prepaid freight to Top Hat Industries, Inc. in order to qualify for replacement or reimbursement under this Limited Warranty. Please ship defective parts to the following address:

Top Hat Industries, Inc.
Attn: Warranty Department
407 MLK Blvd.
Naples, TX 75568

OTHER PRODUCTS EXCLUDED

This Limited Warranty applies exclusively to trailers manufactured by Top Hat Industries, Inc. Any other products manufactured by Top Hat Industries, Inc. are specifically excluded from this warranty. Authorized repairs do not extend the term of this Limited Warranty.

LIMITATIONS

THE SOLE RESPONSIBILITY OF TOP HAT INDUSTRIES, INC. UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR AND REPLACE PARTS AT OUR FACILITY OR, FOR A REASONABLE ALLOWANCE, AT ANOTHER PLACE AND AUTHORIZED IN WRITING BY TOP HAT INDUSTRIES, INC. ALL OTHER OBLIGATIONS OR LIABILITIES, INCLUDING INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR CONTINGENT LIABILITIES ARISING OUT OF THE FAILURE OF ANY PARTS TO OPERATE PROPERLY, ARE HEREBY EXCLUDED, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE, INCONVENIENCE, LOSS OF TIME, COMMERCIAL LOSS OR ANY OTHER TYPE OF DAMAGES, GENERAL OR SPECIFIC, FORESEEN OR UNFORESEEN, UNLESS APPLICABLE STATE LAW PROVIDES OTHERWISE.

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DISCLAIMERS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER EXPRESS WARRANTIES AND REPRESENTATIONS. TOP HAT INDUSTRIES, INC. MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO TOP HAT TRAILERS WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER. NO ONE, INCLUDING AN AUTHORIZED TOP HAT INDUSTRIES, INC. DEALER IS AUTHORIZED TO MAKE FURTHER OR ADDITIONAL WARRANTIES ON BEHALF OF TOP HAT INDUSTRIES, INC. OR TO MODIFY THIS ONE. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR INTENDED USE ARE LIMITED TO WARRANTY PERIODS STATED ABOVE, UNLESS ANY APPLICABLE STATE OR FEDERAL LAW PROVIDES OTHERWISE.