

**Aero Transportation Products, Inc.**  
**10-YEAR LIMITED WARRANTY**  
**ATP AEROGates**

**Warranty and Warranty Period:** Aero Transportation Products, Inc. (ATP) warrants to the original owner or subsequent owners (the "Owner") each of its AEROGate hopper car outlet gates against defects in workmanship or materials for a period of ten (10) years from the date of manufacture. This warranty is effective on all AEROGate gates manufactured after November 1, 2016.

**Non-Prorated Repair or Replacement:** If a warranty-covered failure should occur within the warranty period, ATP will repair or replace the AEROGate without charge and without proration or, at ATP's option, return the purchase price. This is the sole and exclusive remedy for breach of any warranty. Any repaired or replacement AEROGate is covered by this warranty only for the remainder of the warranty period applicable to the original AEROGate.

**Exclusions:** This warranty does not apply to any AEROGate that is damaged as a result of accident or derailment, improper installation of the gate, structural defects in the railcar, intentional damage, abuse, negligence, or misuse; nor shall this warranty cover damaged seals, scrapes, nicks, abrasion or corrosion from extreme or normal operation or car loadings.

**Limitations:** This warranty does not cover labor or other costs associated with the removal, shipment, or replacement of an AEROGate.

**Notification:** In the event of an AEROGate failure, the owner of the AEROGate must notify ATP at its corporate headquarters within the warranty period.

**Inspection and Verification:** When notification of a warranty claim and proof of ownership is received and verified by ATP, then ATP will either repair the damaged AEROGate or ship a replacement AEROGate (freight prepaid) within ninety (90) days or return

the purchase price. If the warranty problem is dispersed over more than one railcar, the ninety (90) day period shall be extended to one hundred eighty (180) days. The owner must provide access to the AEROGate(s) so that ATP's authorized representative can perform an on site inspection. Alternatively, ATP may require the owner to ship the AEROGate, freight collect, to ATP for inspection. Within thirty days of ATP's inspection (either on-site or in the laboratory), ATP will determine whether or not the failure is covered by the warranty. If ATP determines that the AEROGate failure is not covered by the warranty, the Owner shall pay ATP for any repair or replacement provided by ATP. ATP may retain all damaged AEROGates that have been replaced.

**Incidental and Consequential Damages:** ATP is not liable under any circumstances for personal injury, or for loss of time or inconvenience, cargo loss or for any incidental or consequential damages, as defined by the Uniform Commercial Code of Missouri, for breach of warranty, whether on account of damage to the railcar or to its lading or otherwise.

**EXCEPT FOR THIS 10-YEAR LIMITED WARRANTY, THERE IS NO OTHER AUTHORIZED WARRANTY, EITHER EXPRESS OR IMPLIED, WRITTEN OR VERBAL, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FOR ATP AEROGATE GATES.**

**NO ONE IS AUTHORIZED BY ATP TO GIVE ANY WARRANTY ON AEROGATE GATES OTHER THAN THIS 10-YEAR LIMITED WARRANTY.**

**Authorization: *Philip D. Reusch***  
President

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