

Aero Transportation Products, Inc.

7-YEAR LIMITED WARRANTY

ATP S Series Gates

Warranty and Warranty Period:

Aero Transportation Products, Inc. (ATP) warrants to the original owner or subsequent owner (the "Owner") each of its S Series Gate hopper car outlet gates against defects in workmanship or materials for a period of seven (7) years from the date of manufacture. This warranty is effective on all S Series Gate 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 S Series Gate 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 S Series Gate is covered by this warranty only for the remainder of the warranty period applicable to the original S Series Gate.

Exclusions:

This warranty does not apply to any S Series Gate 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 S Series Gate.

Notification:

In the event of an S Series Gate failure, the owner of the S Series Gate must notify ATP at its corporate headquarters within the warranty period.

Inspection and Verification:

When notification of a warranty claim is received, ATP will either repair the damaged S Series Gate or ship a replacement S Series Gate (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 S Series Gate(s) so that ATP's authorized representative can perform an on site inspection. Alternatively, ATP may require the owner to ship the S Series Gate, 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 S Series Gate 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 S Series Gates 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 7-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 S SERIES GATES. NO ONE IS AUTHORIZED BY ATP TO GIVE ANY WARRANTY ON S SERIES GATES OTHER THAN THIS 7-YEAR LIMITED WARRANTY.

Authorization _____

President

AERO TRANSPORTATION PRODUCTS, INC.
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