

Aero Transportation Products, Inc.
15-YEAR LIMITED WARRANTY
ATP Quantum Batten-Free Hatch Covers

Warranty and Warranty Period: Aero Transportation Products, Inc. (ATP) warrants to the original owner or subsequent owners (the "Owner") each of its Quantum batten-free hatch covers against defects in workmanship or materials that result in hatch cover failure for a period of fifteen (15) years from the date of manufacture. This warranty is effective on all Quantum FRP composite or aluminum batten-free hatch covers 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 Quantum batten-free hatch cover 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 hatch cover is covered by this warranty only for the remainder of the warranty period applicable to the original hatch cover.

Exclusions: This warranty does not apply to any Quantum batten-free hatch cover that is damaged as a result of accident or derailment, improper installation of the hatch cover, structural defects in the railcar, intentional damage, abuse, negligence, or misuse; nor shall this warranty cover gasket failure or the operation of locks, locking systems, cables or other cover restraint devices (other than the hinge straps affixed to the cover). Hatch covers subjected to caustic, corrosive or other environments known to be hostile to aluminum or FRP composites are excluded from this warranty.

Limitations: This warranty does not cover labor, freight or other costs associated with the removal, shipment, or replacement of a hatch cover.

Notification: In the event of a hatch cover failure, the owner of the hatch cover 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 hatch cover or ship a replacement Quantum batten-free hatch cover (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 hatch cover so that ATP's authorized representative can

perform an on site inspection. Alternatively, ATP may require the owner to ship the hatch cover, 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 hatch cover 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 hatch covers 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 15-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 QUANTUM BATTEN-FREE HATCH COVERS.

NO ONE IS AUTHORIZED BY ATP TO GIVE ANY WARRANTY ON QUANTUM BATTEN-FREE HATCH COVERS OTHER THAN THIS 15-YEAR LIMITED WARRANTY.

Authorization: *Philip D. Reusch*

President

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