# DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

# INFANTRY FIGHTING VEHICLE, CAVALRY FIGHTING VEHICLE AND MULTIPLE LAUNCH ROCKET SYSTEM CARRIER WARRANTY

CONTRACT NO. DAAE07-84-C-A005

Headquarters, Department of the Army, Washington, DC

#### **5 NOVEMBER 1985**

# Reporting Errors and Recommending Improvement

You can help improve this Technical Bulletin. If you find any mistakes, or if you know a way to make the information more understandable, please let us know. Mail your letter, DA Form 2028 (Recommended Changes to Publications and Blank Forms) directly to: Commander, U.S. Army Tank-Automotive Command, ATTN: AM STA-MB, Warren, Michigan 48397-5000. A reply will be sent to you.

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1. General. This technical bulletin applies only to the Bradley FVS (M2/M3) and MLRS Carrier (M993), hereafter referred to as the "vehicle". It contains instruction for obtaining services and/or parts covered under the warranty. Methods of processing warranty claims are described.

This warranty covers vehicles with serial number 2 AA00979 and after for M2 and 3AA00723 and after for M3.

For additional information on this warranties on TACOM and other equipment, a 24-hour hot line has been established. The call should be made through the local Warranty Coordinator (WARCO) or the TACOM Logistics Assistance Representative (LAR). If neither is available call the 24-hour hot TACOM, AV 786-7889. line Commercial (313) 574-6829. This is a recording and the caller should be prepared to provide: (1) name, (2) AV and commercial telephone numbers, (3) complete unit designation, (4) identity of vehicle concerned, (5) description of the problem with their serial numbers, and (6) the contract number.

# 2. Explanation of Terms.

Contractor. The supplier of equipment who enters into an agreement directly with Government to furnish all or part of an end item.

**Defect.** Any condition or characteristic in any supplies furnished by the contractor that causes those supplies to not perform their intended function.

False Return. The return of suspected defective items to the manufacturer that are later determined to be serviceable.

**WARCO.** Warranty Control Office which serves as the intermediary between TACOM and troops owning the equipment.

**Abuse.** The improper use, maintenance, repair or mishandling of warranted items that may cause the warranty of those items to become void.

### 3. Warranty Coverage.

a. General.

Model M2, NSN 2350-01-048-5920, Manufacturer FMC Corporation, LIN 381750

Model M3, NSN 2350-01-049-2695, Manufacturer FMC Corporation, LIN C76335

Model M993, NSN 2350-01-091-5405, Manufacturer FMC Corporation, LIN L44894

- b. Coverage. The provisions of this warranty guarantees to the Government that FMC vehicles are free from any defects in material and workmanship that could prevent fielded vehicles from being operated in their normal modes. In addition, this warranty provides that:
- (1) If repair is designated by the Maintenance Allocation Chart (MAC) in TM 9-2350-252-20-1-5 or TM 9-1450-646-20-6, the Government will perform the necessary repair, including the use of Government-furnished parts (if available).
- (2) Consumable parts will be replaced without being listed on the claim. Type and quantity of replaced consumable parts and material will be determined by the applicable TM repair task.

- (3) If the Government is unable to repair a vehicle, and if the FMC representative directs that the vehicle or parts be returned to FMC for warranty repair, the vehicle or parts are to be shipped to the FMC address in paragraph 5b.
- c. Warranty Duration. The warranty period for vehicles will start at the acceptance date on DD Form 250 signed by the Government representative, will continue for the period of 365 days, or 1,000 miles, or 200 hours of operation, whichever occurs first.
- 4. Contractor Responsibilities. If a vehicle fails, or any component thereof, FMC will be required by the Government, at no increase in contract price, to take corrective action in accordance with the following:
- a. FMC shall reimburse the Government for all labor costs in accordance with the approved labor reimbursement schedule in the contract. The schedule provides for troubleshooting, vehicle replacement, disassembly and repair labor required as a result of vehicle failure.
- b. At no additonal cost to the Government, FMC will supply parts, if Government parts are not available in the Army Supply System. Also, FMC will replace the Government parts used in the repair with parts furnished by FMC upon examination or receipt of the defective parts. Only parts selected for return by FMC representative will be returned to FMC. FMC will ship new parts to the user. Only FMC parts will be replaced.
- c. FMC will have reasonable access to Government records related to storage, inspection, maintenance, operations and repair at the place where such records are kept and can use and/or copy records at FMC expense. FMC may review, from time-to-time, the

Government's maintenance and operation facilities.

5. **Government Responsibilities.** The major subordinate command for FMC vehicles is the Tank-Automotive Command (TACOM), Warren, Michigan. TACOM is responsible for managing the warranty and implementing the warranty clause in the contract.

The major command (MACOM) that was assigned the vehicle and the application of the warranty will:

- a. Assign a WARCO to be responsible for administrating warranties. All warranty claims will be processed through this office as outlined in AR 702-13. This WARCO will:
- (1) Establish and coordinate instructions for implementing warranties.
- (2) Coordinate warranty activities between TACOM and acquiring command or unit.
- (3) Keep a record of items covered by warranties. FMC warranty data and actions according to published instructions.
- (4) Record and report warranty data and actions according to published instructions.
- (5) Apply warranties according to published implementation instructions.
- (6) Recommend corrective action to the requiring activity when published implementation burdens for using or supporting units.
- (7) Prescribed procedures result in adminstrative burdens for using or supporting units.
- b. Normal care and servicing and preventative maintenance is essential to

keep the warranty effective. Maintain the scheduled lubrication and maintenance procedures as covered in the TM's and LO's.

c. Using unit will repair a vehicle whenever possible and hold defective parts no longer than 30 days after TACOM acknowledges receipt of DA Form 2407, or until FMC representatives provide final disposition instructions. FMC has the right to require units to hold defective parts longer. When FMC directs the return of defective parts, they should be sent to:

FMC Corporation Ordnance Division - Operations ATTN: Warranty Administrator 1450 Coleman Avenue Santa Clara, CA 95050

d. No alterations or modifications are permitted without approval from TACOM. Obtain approval from the following:

Commander

U.S. Army Tank-Automotive Command ATTN: AMSTA-MCA Warren, MI 48397-5000

- e. Government users will process claims as described in paragraph 7 of this TB and will follow instructions in DA PAM 738-750.
- **6. Nullification.** Warranty provisions do not apply to defects or failures from:
- a. Improper or negligent storage, installation, operation, maintenance modification or repair of a vehicle.
  - b. Combat damage.
- c. Accident (unless caused by failure of a warrantable item).
  - d. Acts of God.
- e. The use of parts or components not acquired from FMC, or non-warranted parts or components.
- f. The substitution of non-FMC parts or components will not void the warranty except for parts or components substituted and any resultant damage

caused by failure of the substitute parts or components.

g. Faulty Government-furnished property.

h. Failure to perform prescribed maintenance.

- i. Misuse or abuse of vehicle. NOTE: When abuse or misuse is suspected, DA Form 4697 will be initiated as noted in AR 735-11.
- 7. Claim Procedures. Warranty claims processors will follow the procedures outlined in DA PAM 738-750. A copy of DA Form 2407 is to be sent to the following address within 30 days of failure and/or repair:

Commander U.S. Army Tank-Automotive Command ATTN: AMSTA-MW Warren, MI 48397-5000

Responsibilities of the MACOM are outlined in AR 702-13.

- a. Identification of Failed Items.
- (1) When an item under warranty fails, it shall be tagged and identified IAW DA PAM 738-750. It shall be handled and stored to prevent improper repair, use, disposal or unauthorized cannibalization during the processing of the claim.
  - b. Disposition of Failed Items.
- (1) Repair activity shall keep defective parts for 30 days following receipt of acknowledgement of the claim from TACOM. (Cannibalization of special handling of failed items during this 30 days period shall be determined on a case-by-case basis by the WARCO at TACOM.)
- (2) The repair activity will also handle, repair and evacuate vehicles IAW existing regulations.
  - c. False Returns.
    - (1) When vehicles are inspected

by FMC and are found to be non-warrantable due to abuse or improper maintenance, or the vehicles are found to be serviceable, the repair activity submitting the DA Form 2407 may be required to make reimbursement for FMC'S services.

### d. Receipts/Verification.

- (1) When vehicles are submitted by FMC repair, the repair activity shall:
- (a) Determine the approximate repair time, the extent of the problem and any estimated costs involved.
- (b) Provide FMC with a point of contact (POC).
- (c) Advise FMC representative to report unexpected problems, costs or delays to the repair activity.
- (d) Obtain name and telephone number of FMC'S representative for possible follow-up purposes.
- (e) The repair activity shall inspect all vehicles after completion of repairs to determine what service(s) was performed and/or what vehicles were provided. This is required for problem trend evaluation by the National Maintenance Point (NMP) and must be identified on DA Form 2407.

#### e. Specific Theatre.

#### (1) OCONUS

(a) This warranty does not provide for reimbursement by FMC to OCONUS dealer networks for warranty/supply service.

#### (2) CONUS

(a) If the repair activity commander determines that repairs

cannot be accomplished by the Army, see paragraph 5b(4) of this TB.

f. Reimbursement for Army Repair. Unauthorized repairs will void the warranty. Reimbursements for vehicles obtained through the DOD supply system will be processed by TACOM after receipt of DA Form 2407. A fund will be established by the MACOM and shall be provided to TACOM at the following address at the beginning of each fiscal year for reimbursement.

#### Commander

U.S. Army Tank-Automotive Command ATTN: AMSTA-E Warren, MI 48397-5000

Labor reimbursements for warranty will be returned to the Treasury of the United States.

- g. Claims Denials and Disputes. All denials or disputes will be handled by the NMP at TACOM.
- h. The failed vehicle component is to be delivered to FMC only if repair is beyond the Army Depot capability.

#### 8. Storage/Shipment/Handling.

- a. Storage. See paragraph 7a of this TB.
- b. Shipping. For components/parts that must be returned to FMC, return must be approved by TACOM WARCO and FMC. Make shipment by parcel post (land or water only) prepaid. Include paid shipping receipt with DA Form 2407. Send copy 3 to the TACOM address in paragraph 7. The Government will be reimbursed for the shipping charges.
- c. Handling. See paragraph 7a of this TB.
- **9.** Referenced Documents and Publications.

AR 702-13 Product Assurance Army Warranty Program.

AR 735-11 Accounting Lost/Damaged, Destroyed Property.

DA PAM 738-750 The Army Maintenance Management System (TAMMS).

DA Form 2404 Equipment Inspection and Maintenance Worksheet.

DA Form 2407 Maintenance Request (claims form).

DA Form 2408-9 Equipment Control Record.

DA Form 4697 Report of Survey.

DD Form 1149 Requisition and Invoice/Shipping Document.

TM 9-1450-646-10

TM 9-1450-646-20 and 20P

TM 9-1450-646-34 and 34P

TM 9-2350-252-10-1

TM 9-2350-252-20 and 20P

TM 9-2350-232-34 and 34P

By Order of the Secretary of the Army:

Official:

JOHN A. WICKHAM, JR. General United States Army Chief of Staff

MILDRED E. HEDBERG Brigadier General United States Army The Adjutant General

Distribution:

To be distributed in accordance with DA Form 12-37R, Organizational, Direct, and General Support Maintenance and TB requirement for Bradley FVS (M2/M3) Vehicles and DA Form 12-32R for MLRS Carrier (M993).