
DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

WARRANTY PROGRAM FOR
M977 SERIES, 8X8 HEAVY EXPANDED MOBILITY
TACTICAL TRUCKS (HEMTT)

M977, NSN 2320-01-097-0260
M977, NSN 2320-01-099-6426
M977A2, NSN 2320-01-493-3774
M977A2, NSN 2320-01-493-3779
M977A2R1, NSN 2320-01-493-3782
M977A2R1, NSN 2320-01-493-3785
M978, NSN 2320-01-097-0249
M978, NSN 2320-01-100-7672
M978A2, NSN 2320-01-492-8216
M978A2, NSN 2320-01-492-8215
M978A2R1, NSN 2320-01-492-8226
M978A2R1, NSN 24320-01-492-8225
M983, NSN 2320-01-097-0247
M983A2, NSN 2320-01-492-8223
M983A2R1, NSN 2320-01-492-8231
M984, NSN 2320-01-097-0248
M984A1, NSN 2320-01-195-7641
M984A2, NSN 2320-01-492-8224
M984A2R1, NSN 2320-01-492-8233

M985, NSN 2320-01-097-0261
M985, NSN 2320-01-100-7673
M985A2, NSN 2320-01-492-8201
M985A2, NSN 2320-01-492-8214
M985A2R1, NSN 2320-01-493-3787
M985A2R1, NSN 2320-01-493-3789
M985E1, NSN 2320-01-194-7032
M985E1A2, NSN 2320-01-493-3790
M985E1A2R1, NSN 2320-01-493-3792
M1120, NSN 2320-01-471-1326
M1120A2, NSN 2320-01-492-8221
M1120A2R1, NSN 2320-01-492-8230
M1977, NSN 2320-01-443-8023
M1977, NSN 2320-01-442-1940
M1977A2, NSN 2320-01-492-8219
M1977A2, NSN 2320-01-492-8218
M1977A2R1, NSN 2320-01-492-8229
M1977A2R1, NSN 2320-01-492-8228

Contract Number DAAE07-01-D-S014

Headquarters, Department of the Army, Washington, DC

15 October 2004

REPORTING ERRORS AND RECOMMENDING IMPROVEMENTS

You can help improve this Technical Bulletin. If you find mistakes or if you know of a way to improve the procedures, please let us know. Submit your DA Form 2028-2 (Recommended Changes to Equipment Technical Publications), through the internet, on the Army Electronic Product Support (AEPS) website. The Internet address is <http://aeps.ria.army.mil>. If you need a password, scroll down and click on "ACCESS REQUEST FORM". The DA Form 2028 is located in the ONLINE FORMS PROCESSING section of the AEPS. Fill out the form and click on SUBMIT. Using this form on the AEPS will enable us to respond quicker to your comments and better manage the DA Form 2028-2 program. You may also mail, fax or E-mail your letter, DA Form 2028, or DA Form 2028-2 direct to: Commander, U.S. Army Tank-automotive and Armaments Command, ATTN: AMSTA-LC-CIP-WT, Rock Island, IL 61299-7630. The email address is TACOM-TECH-PUBS@ria.army.mil. The fax number is DSN 793-0726 or Commercial (309) 782-0726.

1. General. This bulletin provides implementation instructions for the Warranty on the HEMTT. It contains instructions for obtaining services and/or supplies covered under warranty. This bulletin also describes methods of processing warranty claims. For additional warranty information on the HEMTT or any U.S. Army Tank-Automotive and Armaments Command (TACOM) equipment, contact your local Warranty Control Office/Officer (WARCO) or TACOM Logistics Assistance Representative (LAR). If your WARCO or TACOM LAR is not

available or if additional information is required, contact TACOM.

The number to call is DSN 786-7330, COMMERCIAL (586) 574-7330. The caller should be prepared to provide: (1) name, (2), DSN and commercial telephone numbers, (3) complete unit designation, (4) identification of the vehicle to include serial number(s), (5) a brief description of the problem and (6) the contract number (see paragraph 3a).

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*This Technical Bulletin supersedes TB 9-2320-279-14, dated 15 September 2003.

2. Explanation of Terms.

a. Abuse. The improper use, maintenance, repair or handling of warranted items that may cause the warranty of those items to become void (for example, not following service intervals, using the vehicle for other than what is intended).

b. Acceptance. The execution of the acceptance block and signing of DD Form 250, by the authorized Government representative, unless end items are placed in storage in which case acceptance shall mean date of shipment from storage facility as reflected on DD Form 1149 or DD Form 1348-1.

c. Acceptance Date. The date an item of equipment is accepted into the Army's inventory by the execution of the acceptance block and signing of a DD Form 250 or approved acceptance document, by an authorized representative of the Government.

d. Contractor. The supplier of equipment who enters into an agreement directly with the Government to furnish supplies.

e. Correction. The elimination of a defect.

f. Defect. Any condition or characteristic in any supplies furnished by the contractor that does not otherwise function or threatens not to function as intended.

g. Failure. A part, component, or end item that fails to perform its intended use.

h. Manufacturer's Recall.

(1) Safety Recall An item is recalled to repair or replace a defective part or assembly which may affect safety.

(2) Service Recall An item is recalled to repair or replace a defective part(s) or assembly which does not affect the safe use of this item.

i. Owing Unit. The Army Unit authorized to operate, maintain and use the equipment.

j. Reimbursement. A written provision in this warranty in which the Using/Support Unit may make the necessary repairs, with or without prior approval from the contractor, and the Government will be reimbursed for the repair parts and labor costs.

k. Repair. A maintenance action required to restore an item to serviceable condition without affecting the warranty.

l. Supplies. The end item and all assemblies/parts furnished by the contractor.

m. Supporting Repair Facility. The repair activity authorized to accomplish warrantable repairs at the appropriate level of maintenance identified in the Maintenance Allocation Chart.

n. WARCO. Serves as the intermediary between the troops owning the equipment and the local dealer, contractor or manufacturer. All warranty claim actions will be processed through the WARCO.

o. Warranty. A written agreement between a contractor and the Government which outlines the rights and obligations of both parties for defective supplies.

p. Warranty Claim. Action started by the equipment user for authorized warranty repair reimbursement.

q. Warranty Expiration Date. The date the warranty is no longer valid. This date will be thirteen (13) months from the contractor shipment date. This warranty period covers the basic 12 months plus one additional month for shipping time.

r. Warranty Period. Time during which the warranty is in effect. Normally measured as the maximum number of years, months, days, miles, or hours used.

s. Warranty Start Date. The day shipment is put into effect (Contractor Shipment Date).

3. Coverage-Specific

a. This bulletin applies to the following:

<u>Noun</u>	<u>Model</u>	<u>NSN</u>	<u>Cage</u>
Truck, Cargo w/winch	M977	2320-01-097-0260	45152
	M977A2	2320-01-493-3774	
	M977A2R1	2320-01-493-3782	
Truck, Cargo w/o winch	M977	2320-01-099-6426	45152
	M977A2	2320-01-493-3779	
	M977A2R1	2320-01-493-3785	

Truck, Tank, Fuel, w/winch	M978	2320-01-097-0249	45152
	M978A2	2320-01-492-8216	
	M978A2R1	2320-01-492-8226	
Truck, Tank, Fuel, w/o winch	M978	2320-01-100-7672	45152
	M978A2	2320-01-492-8215	
	M978A2R1	2320-01-492-8225	
Truck, Tractor, w/w, w/o crane	M983	2320-01-097-0247	45152
	M983A2	2320-01-492-8223	
	M983A2R1	2320-01-492-8231	
Truck, Wrecker- Recovery	M984	2320-01-097-0248	45152
	M984A1	2320-01-195-7641	
	M984A2	2320-01-492-8224	
Truck, Cargo, w/winch	M985	2320-01-097-0261	45152
	M985A2	2320-01-492-8214	
	M985A2R1	2320-01-493-3787	
Truck, Cargo, w/o winch	M985	2320-01-100-7673	45152
	M985A2	2320-01-492-8201	
	M985A2R1	2320-01-493-3789	
Truck, Cargo,	M985E1	2320-01-194-7032	45152
	M985E1A2	2320-01-493-3789	
	M985E1A2R1	2320-01-493-3792	
Truck, (LHS)	M1120	2320-01-471-1326	45152
	M1120A2	2320-01-492-8221	
	M1120A2R1	2320-01-492-8230	
Truck, (CBT)	M1977	2320-01-443-8023	45152
	M1977A2	2320-01-492-8219	
	M1977A2R1	2320-01-492-8229	
Truck, (CBT) wo/Winch	M1977	2320-01-442-1940	45152
	M1977A2	2320-01-492-8218	
	M1977A2R1	2320-01-492-8228	

The item is manufactured by Oshkosh Truck Corporation, under contract #DAAE07-01-D-S014. Inquiries to Oshkosh can be made by calling (920) 235-9151.

b. The contractor warrants the supplies are free from defects in design, material, and workmanship for a period of thirteen (13) months from warranty start date.

c. If a Safety Recall defect occurs during the vehicle warranty period, the contractor agrees to extend the terms of the warranty to the time required to make necessary safety defect corrections. Also, if the contractor or his supplier(s) provide a greater warranty for the supplies furnished, the contractor will provide the greater warranty to the Government.

d. If a defect/failure is caused by or falls within any of the following categories, it is not considered warrantable and a claim should not be initiated:

- (1) Misuse or negligence
- (2) Accidents
- (3) Improper operation
- (4) Improper storage
- (5) Improper transport
- (6) Improper or insufficient maintenance
- (7) Improper alterations or repairs
- (8) Defect/failure discovered or occurring after warranty expiration date.
- (9) Fair wear and tear items (brake shoes, pads, armatures, brushes, etc.).

e. In addition to the 13 month warranty, the vehicles will be warranted for a total service life of 10 years including extended periods in a corrosion hazard military environment. During this 10 year service life, there will be no damage caused by corrosion requiring repair or replacement of parts. No actions beyond normal washing or replacement of accident damaged paint shall be necessary to maintain the corrosive protection in place.

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f. This 13 month warranty is extended up to nine (9) months from date of acceptance if the vehicle is put into Government storage before use. In this case, the warranty starts when the vehicle is either taken out of storage or until nine (9) months from the warranty start date shown on the warranty data plate, whichever occurs first. Refer to Appendix A and TM 9-2320-279-20 for vehicle storage.

4. Contractor Responsibilities.

a. When the owning unit has directed the contractor to correct the supplies, the contractor will furnish all material required to correct the defective supplies. Repairs and parts shall be initiated/provided within ten (10) working days after receipt of written claim notification. Furthermore, the contractor will provide a copy of the work order to owning unit upon completion of repair.

b. When the contractor receives written notification requiring contractor repair, they will have the option:

(1) to correct the supplies in the field, or

(2) return the vehicle or parts to the contractors designated facility for correction.

When the contractor corrects the supplies all labor involved shall be borne by the contractor. Additionally, the contractor shall arrange and bear all transportation costs of the supplies to its facility and return to user.

c. The contractor, within five (5) working days of receiving such notice, shall notify the warranty claimant by telephone as to the method of correction, date(s) work is to be performed and by whom.

5. Government Responsibilities. The Major Subordinate Command for the HEMTT is the U.S. Army Tank-Automotive and Armaments Command (TACOM), Warren, MI 48397-5000. TACOM is responsible for managing and implementing the warranty.

a. TACOM will:

Insure the contractor performs in accordance to the terms of the contract.

b. Equipment owning unit will:

(1) Identify defects/failures and verify the defects/failures are warrantable.

(2) Submit warranty claims, using DA Form 2407 or DA Form 2407-1 to your Local Warranty Coordinator.

(3) Tag and retain (IAW DA PAM 738-750 and this TB) parts, pieces of parts and/or assemblies removed at the owning unit level and as a result of a warrantable defect/failure and/or correction.

c. Supporting repair facility will:

(1) Identify defects/failures as warrantable (if owning unit has not already identified them). Verify defects/failures are warrantable.

(2) Review, process and submit valid warranty claims to the local WARCO if the DA Form 2407 is complete and correctly filled out.

(3) Reject invalid warranty claims or request additional information for incomplete and incorrect claims.

(4) Coordinate with the owning unit and decide which option for repair is desired to correct the warrantable defect/failure.

(5) Depending on which repair option was chosen (Government or contract repair) provide labor/parts required to accomplish the warrantable repairs.

(6) Tag and retain (IAW DA PAM 738-750 and this TB) all parts, pieces or parts and/or assemblies removed as a result of warrantable defect/failure and/or correction.

d. Local WARCO will:

(1) Verify, review, process and if valid and complete, submit claims (reimbursable and/or disputes) to the contractor.

(2) Reject claims that are not valid and send them back to the local Unit with a short explanation of why the claim is rejected.

(3) Request additional information for incomplete claims.

(4) Provide warranty claim acknowledgment close-out and/or parts/assemblies disposition instructions to the local Unit.

(5) Insure the contractor performs in accordance to the terms of the contract.

(6) Verify, administer and process warranty claims.

(7) Act as a liaison between owning unit, the contractor, supporting repair facility and TACOM.

(8) Notify the owning units of all warranty claim acknowledgments/close-outs, information and/or instructions received from TACOM or the contractor.

(9) Act as a liaison between local dealers and the Army.

(10) Enters all open and closed WCAs into the Army Electronics Product Support (AEPS), Electronic Deficiency Reporting System.

(11) The information/data provided on the DA Form 2407 are placed into the AEPS Deficiency Reporting System (DRS) at the installation WARCO office to facilitate MSC management and tracking of warranties.

e. Alterations/Modifications.

Alterations/modifications shall not be applied unless authorized by TACOM.

f. Army Oil Analysis Program (AOAP). The manufacturer's lubrication and service intervals must be followed. Only after the warranty has expired will AOAP apply to this equipment, unless oil sample results indicate the oil and filter of an assembly should be changed PRIOR to the manufacturer's service interval. Sampling intervals for AOAP will be published in TB 43-0210 (if applicable).

6. Warranty Data Plate.

a. All vehicles will have a warranty data plate. The contractor is required to mount his data plate within clear view of the operator.

b. When the vehicle is received, the owning unit should locate the warranty data plate and check the warranty start date with date shown on the applicable DD Form 250 or DD Form 1149. If these dates differ, disregard the data plate. The date shown on the DD Form 250 or DD Form 1149 is the date to be used as a warranty start date.

7. Claim Procedures.

a. The procedures for reporting warranty claims are found in DA PAM 738-750 and this bulletin. Responsibilities of the MACOM are found in AR 700-139. All Warranty Claim Actions are

processed on DA Form 2407 and DA Form 2407-1. It is very important to fill in the blocks on the forms as accurately as possible.

b. The contractor shall be notified in writing within 30 days, utilizing DA Form 2407 by the local Warranty Control Office/Officer (WARCO) following the discovery of a defect in supplies which requires contractor repair and/or replacement parts. This shall constitute formal notification of a warranty claim and initiate the time period for contractor responsibilities and action under the warranty. This notification shall include, but not be limited to furnishing of the equipment serial number, operating hours, part number or NSN of the defective part and circumstances surrounding the defect(s). At this time, the contractor will further be informed whether the owning unit has elected: (1) to correct the defect themselves, or; (2) to direct the contractor to correct the defect. Upon completion of contractor repair, forward completed warranty claims (Information Only) electronically to AEPS (Army Electronic Product Support) <http://aeeps.ria.army.mil>.

c. The contractor shall reimburse the Government for the cost of labor and/or replacement parts involved in the Government correction of the defect. The Government's Maintenance Allocation Chart (MAC) determines the times. Additionally, the cost of replacement parts obtained through the Government's supply channels will be determined by the amount identified in the contractor's current commercial dealer net price or Army Master Data File (AMDF) price, whichever is less. Furthermore, the owning unit may direct the contractor to provide the replacement parts that prove to be defective within the warranty period, without costs to the Government, directly to their location or F.O.B., U.S. Port of Embarkation for OCONUS. The contractor shall furnish replacement parts within ten (10) working days after receipt of written claim notification. Warranty claims for reimbursement, where repair labor costs and replacement parts costs combined do not exceed \$150.00 for any one failure will not be submitted to TACOM.

d. Identification of Failed Items. Failed warranty items shall be tagged/identified to prevent improper repair or use. Documents that describe the use of DA Form 2402 Exchange Tag and DA Form 2407 Maintenance Request shall be referenced. Items requiring special handling, storage or shipment during the processing of claims shall be identified.

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e. Disposition. The repair activity shall retain defective supplies for thirty (30) days following receipt of acknowledgment of warranty claim from WARCO or contractor. If receipt of acknowledgment is not received, inquiries should be made to your local WARCO. If receipt of acknowledgment is received but no instructions are forthcoming within thirty (30) days of receipt, supplies may be disposed.

f. Invalid Warranty Claims. When supplies are inspected by the contractor and found to be nonwarrantable due to abuse or improper maintenance, or the supplies are found to be serviceable, the repair activity submitting the claim will be required to make reimbursement for contractor services. All failed items returned for warranty claim action will be monitored by the WARCO. Additionally, regarding contractor repair, the local WARCO must stipulate at the time of request for services that either no non-warranty work be done or be prepared to pay for such work.

8. Reimbursement for Army Repair. In the event that the repair activity should receive any reimbursement from the contractor, the monies must be forwarded to the following address: Defense Accounting Office, DAOTACOM, ATTN: DFAS-IN/EM-BED, TACOM, Warren, Michigan 48397-5000.

9. Claim Denial/Disputes. All denials or disputes will be handled by TACOM.

10. Reporting. Reporting or recording action on a failed item shall be specified in DA PAM 738-750. Contractor or Repair Activity unique forms shall not be used.

11. Storage/Shipment/Handling.

- a. Storage. See paragraph 3f and TM 9-2320-279-20.
- b. Shipment See paragraph 4b and 7c.
- c. Handling. See paragraph 4b and 7c.

By Order of the Secretary of the Army:

PETER J. SCHOOMAKER
General, United States Army
Chief of Staff

Official:

A handwritten signature in black ink that reads "Joel B. Hudson". The signature is written in a cursive style with a large, sweeping initial "J".

JOEL B. HUDSON

Administrative Assistant to the
Secretary of the Army
0424303

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