

DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

WARRANTY PROGRAM
FOR**SEMITRAILER, LOWBED: 40-TON
CONSTRUCTION EQUIPMENT
TRANSPORTER M870A1
(NSN 2330-01-224-9245)**Headquarters, Department of the Army, Washington, D.C.
13 June 1988**REPORTING ERRORS AND RECOMMENDING IMPROVEMENTS**

You can help improve the bulletin. If you find any mistakes or if you know of a way to improve the procedures, please let us know. Mail your letter or DA Form 2028 (Recommended Changes to Publications and Blank Forms) direct to U.S. Army Tank-Automotive Command, ATTN: AMISTA-XIB. Warren. MI 48397-5000.

1. General. This bulletin is intended to clarify the warranty for Shoals American Industries 40- Ton M870A1 Semitrailer procured under contract DAAE07-85-C. 3042. 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 Semitrailer or any U.S. Army Tank-Automotive Command (TACOM) equipment, contact your local Warranty Coordinator (WARCO) or TACOM Logistics Assistance

Representative (LAR). If your WARCO or TACOM LAR is not available or if additional information is required, contact TACOM through the 24-hour hot line. The number to call is AUTOVON 786-7889, Commercial (313) 574-7889. The caller should be prepared to provide: (1) name, (2) AUTOVON and commercial telephone numbers, (3) complete unit designation, (4) identification of vehicle to include serial number(s), (5) a brief description of the problem, and (6) the contract number.

*NOTE: Warranty cited in this bulletin replaces all previous warranties.

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2. **Explanation of terms.**

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

b. Acceptance date. The date the equipment is accepted (signing of Form DD 250) into the Army's inventory by an authorized representative of the Government.

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

d. Defect. Any condition or characteristic in any supplies furnished by the contractor that is not in compliance with the requirements of the contract.

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

f. Manufacturer's recall. A defect relating to design which requires the manufacturer to repair or replace a defective part or assembly which may affect the operation or effective use of the items.

g. Reimbursement. A provision in a warranty which allows the Government to recover supply and/or labor costs incurred during the warranty period.

h. Repair. A maintenance service/action required to restore an item to serviceable condition.

i. Repairable. An item that may be reconditioned or economically repaired for reuse.

j. Repair Activity. The activity authorized to perform repairs IAW the Maintenance Allocation Chart (MAC).

k. Serviceable. The condition of an item which meets all the requirements and performs the functions for which it was originally intended.

l. Supplies. The end item and all parts and accessories furnished by the contractor, including related services required by contract.

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

n. Warranty claim. Action started by the equipment user for authorized warranty repair or reimbursement.

o. Warranty period. Time during which the warranty is in effect.

p. Warranty start date. The date the warranty is put into effect. The warranty start date will be the same as the equipment's acceptance date.

3. **Coverage Specific.**

a. Type. This bulletin applies only to the M870A1, 40 -Ton Semitrailer, NSN 2330-01-244-9245 which is manufactured by Shoals American Industries, Muscle Shoals, Alabama, under Contract DAAE07-85-C-J042. Notwithstanding inspection and acceptance by the Government of the supplies furnished under the contract the contractor warrants that the supplies are free from defects in design, material, and workmanship and will conform with the specifications and all other requirements of this contract for a period of 15 months from date of acceptance as shown on Material Inspection and Receiving Report (DD Form 250). Additionally, the contractor provides an extended warranty to the Government for the following:

Hutch Suspension Assembly -2 years
from date of vehicle
acceptance.

Midland Berg Spring Brake Chamber and Hub Cap Face -2

years from date of vehicle acceptance.

Cooper Tires - Tread life, or when tread is worn down to 2/32 of an inch as shown by tread wear indicators.

Redco Rims -5 years from date of vehicle acceptance.

Any supplies or parts corrected or furnished in replacement shall also be warranted to the same extent as supplies initially delivered. The contractor shall prepare and furnish to the Government, data and reports applicable to any correction required under this clause (including revision and up-dating of all affected data called for under this contract no increase in the contract price. With respect to definitive supplies wherever located, the warranty shall include the furnishing, without cost to the Government, of new supplies to replace any that prove to be defective within the warranty period.

b. Manufacturer's Product/Safety Recall. If a manufacturer's recall occurs during the warranty period that deadlines the fleet or a portion thereof, the contractor will extend the term of the warranty by a period of time equal to the time from initial notification until the time required to make necessary design defect corrections.

c. Manufacturer's Retrofit. If contractor retrofit is required the contractor agrees:

(1) For Government accepted vehicles that have been fielded, to extend the term of the warranty by a period of time equal to the period of time required for the contractor to make the necessary retrofits, on a by-vehicle basis.

(2) For Government accepted vehicles that have been placed in depot storage, that the time period allowed for Government storage will not begin to run until the contractor retrofit is accomplished to the satisfaction of the Government, on a by-vehicle basis.

(3) To notify the Government, in writing, the date when retrofit of each vehicle, by model, serial number and USA registration number, has been completed-

d. Decal. A synopsis or simplified summary of the warranty coverage and its implementation will be imprinted on a decal comania approximately 3" X 4", and shall be mounted in view of the operator on the curb side of the main rail as near to the center as possible.

4. Government/Contractor Rights and Responsibilities.

a. The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of the contract.

b. Initial Notification of Defect/Election of Remedies. The Government has the option, in case of defective supplies, either to a) repair or replace the defective supplies? and charge resulting costs to the contractor, replace the supplies. The Government must notify the contractor within 30 days of the discovery of a defect, and inform the contractor whether the repair or replacement will be done by the Government or the contractor. Notification of defect may be made telephonically or in writing. On telephonic notifications, the contractor may elect to require written confirmation on a case-by-case basis.

c. Contractor Repair/Replacement. If the Government requires the contractor to effect repair/replacement, the contractor must

provide instructions, within five working days after the Government delivers the same to contractor's facilities, the contractor will extend the warranty period for a time equal to the time from Government delivery under this provision until the vehicle is repaired.

d. Government Repair/Replacement. The Government may require the contractor to submit, within 10 days of initial notice, a written recommendation as to what corrective actions are required to remedy the defect. After that 10 day period the Government may proceed to correct or replace the defective item. Not later than 30 days after receiving the contractor's recommendations for corrective action, the Government will notify the contractor as to what parts are required to correct the defect. The contractor must then give notice within 5 days of its intention to furnish the identified parts. If the contractor fails to furnish such parts within 30 days thereafter, the contractor will extend the warranty period by a time equal to that period which begins with the initial notification of defect and ends when the vehicle is repaired. If the Government does not require contractor furnished parts to make repair or replacement, then the government will notify the contractor, within 30 days after receipt of contractor's recommendation for repair, of the parts used by the Government in repair and all other costs incurred by the Government in repair/replacement of the defect. The contractor must notify the Government within 30 days of its intention to provide cost reimbursement and replacement parts. Contractor must then provide such replacement within 60 days of its notification of intent, and cost reimbursements within 30 days.

e. Whether the Government elects contractor services or parts in connection with warranty repairs or elects to accomplish warranty repairs on

its own, utilizing Government supplies and personnel labor; the contractor is responsible for all supply, labor, and transportation costs associated with said warranty repair. The cost will be computed at the contractor's prevailing hourly rate for such services in that geographical area, or the Governments actual cost, whichever is less. Additionally, the contractor shall be responsible for reasonable costs of disassembly/reassembly of items necessarily removed in connection with repair or replacement of vehicles wherever located.

f. The contractor will perform IAW the responsibilities outlined above without regard to any disagreement as to warranty coverage of the defective- If it is later determined that the contractor did not breach the warranty, the contract price will be equitably adjusted pursuant to the "Changes" clause, Failure to agree on this adjustment or on any other question of fact arising under the contract will be settled using the procedures of the "Disputes" clause of the contract.

g. The major Subordinate Command for the Semitrailer is the U.S. Army Tank-Automotive Command (TACOM), Warren, MI. TACOM is responsible for managing and implementing the warranty. The government will utilize the DOD Supply System and Government labor to the maximum extent possible. Only in rare cases will contractor labor and supplies be utilized.

(2) OCONUS. Outside Conus the Government shall repair all warranty defects and the contractor shall reimburse the Government for the cost of labor and supplies involved in correcting such defects.

(3) CONUS/OCONUS. In the event the supply system cannot respond effectively to requisitions for

warrantable supplies, the contractor will furnish the appropriate supplies as directed by TACOM.

5. Government Maintenance.

Government repair is authorized as prescribed by the Maintenance Allocation Chart (MAC). The Government will perform the necessary repair, including the use of Government furnished supplies when available. Normal care, servicing, repair and preventive maintenance procedures as authorized in the MAC and Preventive Maintenance Checks and Services (PMCS) must be performed.

6. Owning Unit Responsibilities.

(1) Major Commands (MACOM) authorized the Semitrailer will establish a WARCO responsible for administering all warranties IAW AR 700-139.

(2) Warranty claims processing channels are:

(a) CONTINENTAL UNITED STATES (CONUS). Active Army, United States Army Reserve (USAR), and Army National Guard (ARNG) units in CONUS shall process warranty claims through support maintenance channels to the Director, Industrial Operations (DIC) of the installation which normally provides maintenance/supply support.

(b) OUTSIDE CONTINENTAL UNITED STATES (OCONUS). Units OCONUS should process warranty claims through support maintenance channels to a single point of contact established within the Theatre Support Command exercising management control of Intermediate General Support Maintenance.

(3) All warranty claims will be documented IAW DA PAM 738-750. The repair activity shall make every attempt to obtain supplies through the DOD supply system and to utilize Army labor. Warranty claims shall be submitted by

the repair activity: (1) to report completion of repair(s), (2) to request supplies off-line or (3) to request contractor services the repair activity must submit copy 3 of DA Form 2407 to TACOM, AMSTA-MW. All available data should be annotated on the DA Form 2407. In the remarks block, provide one to the following statements: "The DOD supply system was nonresponsive. Request contractor forward supplies as identified by National Stock Number (NSN and/or Part Number (P/N) in block 20h," or "Army cannot accomplish repairs. Contractor services are required." The requisition number established to obtain supplies through the DOD supply system shall be noted in the remarks block and the repair activity must take action to cancel that requisition. Off-line supply actions will be processed only after verification that the supplies are not readily available through the DOD supply system. Prior to forwarding copy 3 of DA Form 2407 for off-line supplies or contractor services, the local WARCO or repair activity's Maintenance Officer must verify that the failure is warrantable and was not caused by operator abuse or improper maintenance

7. WARCO Responsibilities. Warranty Control Offices responsibilities are outlined in AR 700-139.

8. Army Oil Analysis Program (AOAP). Not applicable.

9. Alterations/Modifications.

Alterations and modifications shall not be made unless authorized in writing by AMSTA-MVA, TACOM (AV 786-7386).

10. Design/Performance Specifications. Not applicable.

11. Nullification. Warranty provisions do not apply to defects or failures resulting from:

(1) Improper Government

installation, operation, or maintenance of warrantable item(s).

(2) Unauthorized Government modification and/or repair.

(3) Combat damage.

(4) Accident (unless caused by failure of a warrantable item).

(5) Acts of God.

(6) The Government's use of unapproved supplies.

(7) Failure to perform prescribed maintenance.

12. Abuse Determination. The repair activity shall retain defective supplies for 30 days following receipt of acknowledgement of claims from TACOM. The return of defective supplies for analysis and determination of failure shall be determined by TACOM on a case by case basis. If instructions are not received within a 30 day period, the repair activity will dispose of defective supplies appropriately.

13. Abuse Avoidance. When abuse has been determined (intentional or unintentional), a statement shall be made by the abuse determination activity as to how abuse can be avoided in the future.

14. Claims Procedures. The procedures for reporting warranty claims are found in DA PAM 738-750. Detailed procedures are outlined in Paragraphs 4 and 6 of this Technical Bulletin. Responsibilities of the MACOM are found in AR 700-139. Additional procedures and guidance may be obtained by calling the TACOM HOT LINE, AV 786-7888.

a. Identification of Failed Items.

When a item under warranty fails, it shall be tagged and identified IAW DA PAM 738-750 and shall be adequately handled and stored to prevent improper repair, use, disposal or cannibalization during the processing of the warranty claim.

b. Disposition of Failed Items.

Any component, part, or assembly under warranty that fails during the warranty

period becomes a warranty claim exhibit. All exhibits will carry a DA Form 2402 marked "Warranty Exhibit." Exhibits will be retained until disposition instructions are obtained from the TAOM WARCO. These instructions will be communicated within 30 days after receipt of your warranty claim action.

(1) False Returns. When supplies are inspected by the contractor and are found to be non-warrantable due to abuse or improper maintenance, or the supplies are found to be serviceable, the repair activity submitting the DA Form 2407 may be required to make reimbursement for contractor services. All failed items returned for warranty claim action will be monitored by TACOM.

(2) Receipts/Verifications/of Contractor Repairs. When supplies are submitted for contractor repair, the repair activity shall:

(a) Determine the approximate repair time, the extent of the problem, and any estimated costs which may be incurred.

(b) Provide contractor with point of contact.

(c) Obtain location, name and telephone number of the contractor representative for any required followup purposes.

c. Evaluation. The Repair Activity shall inspect all supplies after completion of repairs to determine what service(s) was performed and/or what supplies were provided. This is required for problem trend evaluation by the National Maintenance Point (NMP) and must be identified on DA Form 2407.

15. Reimbursement for Army Repair. Reimbursements for supplies obtained through the DOD supply system will be processed by TACOM WARCO (AMSTA-MW) after receipt of the DA Form 2407. A fund citation shall be established by

the MACOM and shall be provided to TACOM, AMSTA-EFD, at the beginning of each fiscal year to effect reimbursement for supplies.

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

16. Claim Denials and Disputes. All denials or disputes, will be handled by the National Maintenance Point (NMP), TACOM.

17. Reporting. Required Forms are those prescribed in DA PAM 738-750 and this Bulletin.

18. Storage/Shipment/Handling.

a. Storage. If the Government prior to placing vehicles service, elects to place quantities of such newly delivered vehicles in Government depot storage, the contractor agrees that the time period of the warranty will not begin to run for such stored vehicles until each vehicle is withdrawn from Government storage or until six months from date of acceptance, whichever occurs first. The Government prior to placing each new vehicle in storage and again at time of its withdrawal, shall notify the contractor thereof and identify each vehicle and its time in and out of storage. Vehicles designated as Production Samples shall be treated as vehicles placed in storage for warranty purposes.

b. Shipping. See para 14 of this Bulletin.

c. Handling. Not applicable.

19. Referenced Documents.

AR 700-139
Army Warranty Program
concepts and Policies
DA Form 2028
Recommended Changes to
Publications and Blank Forms
DA Form 2407
Maintenance Request (Claims)
DA Form 2408-9
Equipment Control Record

By Order of the Secretary of the Army

Official

CARL E. VUONO
General, United States Army
Chief of Staff

R.L. DILWORTH
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