

DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

WARRANTY PROGRAM

FOR

**TRAILER, FLATBED: 5 TON, 4-WHEEL
XM 1061A1 (2330-01-207-3533)**

AND

**TRAILER, GENERAL PURPOSE, FLATBED, 7-1/2 TON
XM1073 (2330-01-287-9111)**

Headquarters, Department of the Army, Washington, DC

23 August 1990

REPORTING ERRORS AND RECOMMENDING IMPROVEMENT

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

1. General. This bulletin provides implementation instructions for the Warranty on the Trailer, 5 Ton, XM1061A1 and the Trailer, 7-1/2 Ton, XM1073. 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 Trailer(s) 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 hotline. The number to call is DSN 786-7423, COMMERCIAL (313) 574-5423. 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 3 a.).

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.

b. Acceptance. The final execution of the acceptance block by the signing of DD Form 250 by an authorized Government representative, unless vehicles are placed in contractor storage, in which case acceptance shall mean date of shipment from the contractor's facility.

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

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

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

f. Remedy. The legal means to correct a failure/defect.

g. Supplies. The end items and all parts and accessories furnished by the contractor.

h. WARCO. Warranty Control Offices established at the General Support/Director of Industrial Operations Level or equivalent who serve 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.

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

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

3. Coverage-Specific.

a. This bulletin applies to the Trailer, 5 Ton, XM1061A1, NSN 2330-01-207-3533 and the Trailer, 7-1/2 Ton, XM1073, NSN 2330-01-287-9111, manufactured by Utility Tool and Body Co., Inc., Clintonville, Wisconsin 54929, under contract DAAE07-89-C-J035.

b. The contractor warrants that the supplies are free from defects in material and workmanship and will comply with contract specifications and all other contract requirements for a period of 18 months from date of acceptance.

c. The warranty does not apply to any damage or failure to perform caused by misuse or abuse of the vehicle or by the Government's failure to perform proper maintenance or service on the vehicle.

4. Contractor Responsibilities.

a. Remedies-New Replacement Supplies. When the Government has directed the contractor to correct the supplies, the contractor will furnish all material required to correct the defective supplies. Contractor will provide copy of work order to owning unit to be submitted by user to TACOM along with DA Form 2407 or DA Form 5504 for informational purposes.

b. Remedies-Labor for Warranty Repairs. When the Government requires the contractor to correct the supplies, the contractor will have the option (1) to correct the supplies in the field or (2) return the vehicle or parts to the contractor's designated facility for correction. When the contractor corrects the supplies, the cost of labor involved in the correction shall be borne by the contractor. When the contractor returns the vehicle or parts

to the contractor's facility for correction. the contractor shall arrange and bear all transportation costs to the contractor's facility and return.

c. When the Government submits a warranty claim and directs the contractor to correct the defect(s), the contractor, within five working days of receiving such notice and in any event before initiating corrective action, shall notify both TACOM (AMSTA-MM) in writing and the warranty claimant, by telephone, whether he elects to correct the defect(s) in the field (where the failed supplies are located) or in a contractor/dealer facility. This notification shall include the name and location of the repair facility, if a contractor/dealer will be used, and shall in all cases, indicate the date(s) on which the repair work will be done and identify the dealer or individual(s) who will perform the work. Should the contractor fail to accomplish required warranty corrections within ten working days after notification of warranty claim, the contractor agrees to extend at no additional cost, the terms of coverage of this warranty for a time equal to the period beginning with Government formal notification of claim until such date the supplies are corrected.

d. Reimbursement Procedures. Contractor shall reimburse the Government by submitting monies monthly to TACOM, ATTN: AMSTA-EFD, identified by claim number, Unit Identity Code (UIC) of each claim, date of each claim, total dollars (broken out between parts and labor) and contract number(s). Checks shall be made payable to the "Finance and Accounting Officer, USA TACOM".

5. Contractor Rights and Remedies. The contractor shall retain the right to inspect any defective supplies, wherever located, within 30 days of notification of warranty claim for the purpose of evaluating the cause of, or existence of the defect(s). If instructions are not received within the 30 day period, the Government will dispose of defective supplies. The above described inspection right, however, does not relieve the contractor of his responsibility to immediately initiate the warranty replacement/repair action when notified by the Government of a warranty claim.

6. Government Responsibilities.

a. Remedies - New Replacement Supplies. The Government may provide the replacement parts for the defective supplies through its own channels and be reimbursed by the contractor for the cost of such replace-

ment parts. The reimbursement cost shall be established based upon the amount in the Army Master Data File List provided by the Government.

b. The Government may direct the contractor to provide the replacement parts for defective supplies wherever located and shall include the furnishing without cost to the Government, F.O.B. repair location, new supplies to replace any that prove to be defective within the warranty period. The contractor shall furnish replacement parts within ten working days after receipt of verbal or written claim notification.

c. Remedies- Labor for Warranty Repairs. When the Government elects to correct supplies itself, the contractor shall reimburse the Government for the cost of labor involved in the correction of the defects. The cost of the labor involved shall be computed at the rate of \$22.00 per hour multiplied by the number of labor hours for such services appearing in the Maintenance Allocation Chart. If the Government elects to have the contractor correct the supplies, repairs shall be effected within ten working days after receipt of verbal or written claim notification.

d. The contractor shall be notified verbally and followed in writing of any breach of warranty following discovery of a defect in the supplies. This advisement shall constitute official notification of warranty breach and initiate the time constraints for contractor responsibility and action under this warranty provision. Additionally, notification shall include furnishing of the applicable vehicle serial number, operation hours on the vehicles, part number of the defective part and circumstances surrounding the warranty breach. At this time, the contractor will further be informed whether the Government has elected (1) to correct the defect(s) itself or (2) to direct the contractor to correct the defect(s).

7. Owning Unit Responsibilities.

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

b. 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.

8. WARCO Responsibilities. WARCO Control Office responsibilities are outlined in AR 700-139 and DA PAM 738-750.

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

10. Design/Performance Specifications. Not applicable.

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

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

b. Failure to perform prescribed maintenance.

12. 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.

13. Claim Procedures. The procedures for reporting warranty claims are found in DA PAM 738-750. For all levels of maintenance operating under the Standard Army Maintenance System (SAMS), Warranty Claim Actions are processed on DA Form 5504 and DA Form 5504-1. For those units not operating under SAMS, use DA Form 2407 and DA Form 2407-1. It is very important to fill in the blocks on the forms as accurately as possible. All forms should be processed in accordance with directives in DA PAM 738-750. Double check to make sure any defective parts are covered by the warranty before taking them to a dealer or contractor facility.

a. Identification of Failed Items. Failed 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 and DA Form 5504, Maintenance Request, shall be referenced. Items requiring special handling, storage or shipment during the processing of claims shall be identified.

b. Disposition. The repair activity shall retain defective supplies for thirty days following receipt of acknowledgement of warranty claim from TACOM. If instructions are not received within the thirty day period, the Government will dispose of defective parts in accordance with the disposal regulations for the applicable part.

c. The Government will not submit warranty claims to TACOM for reimbursement where repair labor costs and repair parts costs combined do not exceed \$150.00 for any one failure.

14. Receipts/Verification Contractor Repairs. When supplies are submitted for contractor repair, the repair activity shall:

- a. Provide contractor with point of contact.
- b. Obtain location, name and telephone number of contractor representative for any required follow-up purposes.

15. Claim Denial/Disputes. All denials or disputes will be handled by TACOM. Unit may be held responsible for submission of non-valid warranty claims.

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

17. Storage/Shipment/Handling.

- a. **Storage.** Not applicable.
- b. **Shipment.** See paragraph 6b of this bulletin.
- c. **Handling.** Not applicable.

18. Referenced Documents.

DA Form 2402. Exchange Tag.

DA Form 2407, 2407-1, and DA Form 5504, 5504-1: Maintenance Request (Claims) and Continuation Sheets.

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

DD Form 250. Material inspection and Receiving Report.

AR 700-139. Army Warranty Program, Concepts and Policies.

By Order of the Secretary of the Army:

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