

DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

WARRANTY PROGRAM

GENERAL SUPPORT AND DEPOT MAINTENANCE

FOR

COMBAT VEHICLE, ANTI-TANK, IMPROVED TOW VEHICLE

M901A1 NSN 2350-01-103-5641

CONTRACT NO. DAAE07-85-C-0539

(NATIONAL GUARD BUREAU VEHICLES)

HEADQUARTERS, DEPARTMENT OF THE ARMY, WASHINGTON DC

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Reporting Errors and Recommendation

You can help improve this bulletin. If you find any mistakes or know of a way to improve the procedures, please let us know. Mail your letter, DA Form 2028 (Recommended Change to Publications and Blank Forms), to: Commander, U.S. Army Tank-Automotive Command, ATTN: AMSTA-MB, Warren, MI 48397-5000. A reply will be furnished directly to you.

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1. General. This technical bulletin (TB) implements the warranty program for the M901A1 Improved TOW Vehicle (ITV) for National Guard Bureau Vehicles only. Refer to Appendix A for a list of components covered under this warranty. For additional warranty information on this 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 including serial number(s), (5), a brief description of the problem and (6) the contract number (located on the cover of this TB).

2. Explanation of Terms. This paragraph defines the technical terms used in this TB:

a. Abuse. The improper use, repair, or handling of warranted items such that the warranty may become void.

b. Acceptance. The final execution (i.e. signing) of the official acceptance document, DD Form 250, by an authorized Government representative.

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 with the Government to furnish supplies.

e. Correction.

(1) For Depot/General Support (GS) parts, the repair or replacement of defective parts, including the cost of parts, labor and transportation; (2) for non-Depot/GS parts, the repair or replacement of defective parts, limited to the cost of parts only.

f. Defects. Any condition or characteristic in warranted parts that is not in compliance with

(1) all requirements of this production contract for the Material and Workmanship Warranty and the Design/Manufacturing Conformance Warranty.

(2) the essential requirements of the Essential Performance Warranty.

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

h. WARCO. Warranty Control Office, which serves as the intermediary between the user and TACOM.

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

j. Warranty Period. Time and/or mileage during which any specific warranty is in effect.

3. Period of Warranty. The warranty extends for eighteen months after the acceptance data (stamped on the vehicle identification plate).

4. Warranty Coverages. The contractor warrants that all M901A1 vehicles (with weapon station serial numbers 2366 thru 2613) and items listed in Appendix A are free from defects in design, material and workmanship and will conform with the specifications contained in the Engineering Release Records. The Contractor will replace/repair or reimburse the Government for replacing/repairing GS/Depot reparable items (Appendix A) on a one time basis at no cost to the Government under the following conditions:

a. The failure has occurred within 18 months of the vehicle acceptance date.

b. The Contractor's maximum liability cost is not exceeded with the addition of the repair/replacement cost of the failed item.

c. The maximum warranted mileage for the fleet has not been exceeded.

5. Alterations/Modifications. Alterations and modifications to the vehicle shall not be performed unless authorized in writing by the U.S. Army Tank-Automotive Command.

6. Government Responsibilities.

TACOM. The U.S. Army Tank-Automotive Command (TACOM), Warren, MI is responsible for managing and implementing this warranty. TACOM Point-of-Contact is:

Commander
U.S. Army TACOM
ATTN : AMSTA-MW
Warren, MI 48397-5000
Telephone: AV 786-7889, COMM (313) 574-7889

7. Contractor Responsibilities. The contractor is responsible for repairing warranted vehicle failures or reimbursing the Government for the cost of repair when the Government user performs the repairs.

a. Parts Disposition. When the Government removes defective supplies, and installs replacement supplies using Government, stock, if necessary the contractor shall be liable for reasonable incurred costs. Defective parts will be tagged using DA Form 2402 and held for disposition. The Government shall elect to:

(1) correct, or partially correct the defect. The Contractor is liable for any repair costs or the replacement cost of the defective part (whichever is less) and/or

(2) require the Contractor to correct or partially correct the defect by repair/replacement of defective supplies. If the Government chooses to have the Contractor partially correct a defect, repair will be made at the Contractor facility or the location of the defective supplies. The Contractor is responsible for the transportation costs incurred.

(3) not correct the defect and reduce the contract as appropriate.

b. The Government shall provide the Contractor written notice (using DA Form 2407) of failure of supplies WITHIN 60 DAYS OF FAILURE. Such notice shall include the corrective action chosen and a claim for reimbursement. The Contractor, within 30 days of written Government notification, will comply with the corrective action it contains. If it is later determined that the failure was not subject to warranty, the contract shall be equitably adjusted.

c. Exclusions.

(1) This warranty specifically excludes liability for loss, damage or injury to third parties, and any or all consequential damages.

(2) All implied warranties and "warranties of fitness for a particular purpose".

8. Reimbursement. When the user repairs the warranted item, the contractor will pay the Government for labor and parts. If the contractor performs warranted repair, they will bear the cost of repair/replacement of such GS/depot parts.

9. Design/Performance Specifications. N/A.

10. Nullifications. Contractor warranties do not cover the following:

- a. Defects in Government Furnished Equipment (GFE), except defects caused by Contractor installation, or Contractor modifications.
- b. Improper Government installation or maintenance.
- c. Operation or maintenance contrary to the Technical Manual.
- d. Results of reasonable wear, or accidents (unless the accident is caused by the failure of a warranted part).
- e. Damage sustained on a combat mission.
- f. Results of reasonable wear, or accidents (unless the accident is caused by the failure of a warranted part).
- g. Damage to, or unusual deterioration, corrosion, decomposition or wear of supplies which occurs after acceptance and is caused by the Government, Third Parties, Acts of God or other extraordinary testing of the vehicle.

11. Claim Denials/Disputes. Written notice of rejection shall be submitted to TACOM within 60 days of Contractor receipt of DA Form 2407. Contractor and Government representatives will arrange a review to determine if a valid claim exists. Failure to agree constitutes a dispute and will be referred to the TACOM Prime Contracting Officer for the M901A1 ITV for resolution. Disputes arising under this contract shall be resolved in accordance with the 'Dispute' clause of the contract.

12. Claim Procedures. DA PAM 738-750 outlines procedures for reporting warranty claims. Guidelines for the User Activity can be found in AR 702-13, Army Warranty Program. Claims must reach the Contractor, through the WARCO and TACOM, within 60 days of failure. Each repair facility performing maintenance in a item under warranty will submit a DA Form 2407 for each warrantable failure. DA Form 2407 must include the date of failure, vehicle serial number, and description of failure.

13. Identification of Failed Items. Failed warranted items shall be tagged using DA Form 2402, to prevent improper repair, use disposal or cannibalization during the processing of the warranty claim. Defective part(s) will be retained by user until notified by TACOM of disposition actions.

14. Markings. A warranty data plate will be required on the vehicles and the Depot/GS parts that will comprise the system under warranty. The data plate will conform to MIL STD 130 and list the word WARRANTY across the top in bold letters and will include the NSN, FSCM, warranty date by year and month (ex.. 8607) and warranty expiration date by year and month (ex. 8601). Blue clear diagonal striping will be utilized on the data plates border (refer to MIL STD

129). The vehicle data plate shall be approximately 3" x 4", and shall be mounted in view of the operator.

15. Shipment. The Contractor is responsible for shipping costs when the defective supplies are shipped from the location of failure to the Contractor's facility and return.

16. Handling. N/A

17. Disposition of Failed Items. Once the user activity has mailed the DA Form 2407 to TACOM, it will keep the defective part(s) no more than 30 days. After 30 days the user activity will dispose of the item IAW the appropriate regulations. If the contractor wants to inspect the part, TACOM will notify the user activity within the 30 day holding period.

18. References:

DD Form 250 material Inspection and Receiving Report.

DD Form 2407 Maintenance Request (claims form).

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

Appendix A M901A1 (ITV) Warranty Items

scope. The following items are covered by this warranty TB.

NOMENCLATURE	SMR	NSN	FSCM	PN
Box, Slip Ring Assembly	PAFLL	1440-01-074-5900	19207	12265512
Valve, Safety Relief	PAODD	4820-01-075-7862	19207	12277514
Valve, Safety Relief	PAODD	4820-01-075-2822	19207	12265558
Motor Hydraulic	PAOLL	4320-01-079-3141	19207	12277506 (Vicker) (Kemp)
Motor, Hydraulic	PAOLL	2520-01-102-6981	19207	12265504
Manifold, Hydraulic, System Launcher Control	PAFLL	1420-01-053-4896	19207	12265906
Manifold Hydraulic, System Launcher Control	PAFLL	1420-01-050-2978	19207	12265904
Relay Assembly, Ground	PAFHH	5945-01-075-7951	19207	12266496
Drive Assembly Prism	PADDD	1240-01-051-7962	19207	12266374
Motor, Direct Current	PAFZZ	6105-01-075-7881	19207	12265771
Motor, Direct Current	PAFZZ	6105-01-075-7880	19207	12265918
Gear, Motor	PAFZZ	1430-01-050-2059	19207	12265908

By Order of the Secretary of the Army:

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

Official:

R.L. DILWORTH
Brigadier General, United States Army
The Adjutant General

Distribution:

To be distributed in accordance with DA Form 12-37, Direct and General Support Maintenance, and Depot requirements for Improved TOW Vehicle (ITV), M901 /A1.

