

**DEPARTMENT OF THE ARMY TECHNICAL BULLETIN
WARRANTY PROGRAM
FOR**

**TRACTOR, FULL TRACKED, LOW SPEED
DIESEL ENGINE DRIVEN, MEDIUM DRAWBAR PULL
MODEL D7G, TYPE I (RIPPER) NSN 2410-01-223-0350
MODEL D7G, TYPE II (WINCH) NSN 2410-01-223-7261
MODEL D7G, TYPE I (RIPPER) W/WINTERIZED CAB
NSN 2410-01-253-2118
MODEL D7G, TYPE II (WINCH) W/WINTERIZED CAB
NSN 2410-01-253-2117**

Contract Number DAAE07-86-C-J031

9 JUNE 1989

Approved for public release, distribution unlimited.

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TABLE OF CONTENTS

<u>CONTENTS</u>	<u>PARAGRAPH</u>	<u>PAGE</u>
General	1	1
Explanation of Terms	2	1
Coverage-Specific	3	2
Items Not Covered by the Warranty	4	3
Contractor Responsibilities	5	3
Government Responsibilities	6	4
TACOM	6.a	4
Equipment owning unit	6.b	4
Supporting repair facility	6.c	4
Local Warranty Control Office	6.d	4
Army Oil Analysis Program	6.e	5
Alterations/Modifications	6.f	5
Warranty Data Plate	7	5
Nullification	8	5
Claim Procedures	9	5
Four Options	9.b	5
Specific Procedures (applies to all options)	9.c	5
Option 1 (Govt. Labor and DOD parts)	9.c	5
Option 2 (Govt. Labor and contractor parts)	9.c	6
Option 3 (Contractor labor and DOD parts)	9.c	7
Option 4 (Contractor labor and contr. parts)	9.c	8
Lot Defects	10	8
Reimbursements	11	8
Claims/Denials/Disputes	12	9
Reporting	13	9
Storage/Shipping/Handling	14	9
Reference Documentation and Publications	15	9

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CONTRACT NUMBER DAE07-86-C-J031

Headquarters, Department of the Army, Washington, DC

9 JUNE 1989

REPORTING ERRORS AND RECOMMENDING IMPROVEMENT

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

1. General. This bulletin is intended to clarify the warranty for the D7G Tractor with all attachments. 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 D7G Tractor or on any U.S. Army Tank-Automotive (TACOM) equipment, contact your local Warranty 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 through the 24 hour hotline. The number to call is AUTOVON 786-7430, COMMERCIAL (313) 574-7430. The caller should be prepared to provide: (1) name, (2) AUTOVON and commercial telephone numbers, (3) complete unit designation, (4) identification of the vehicle to include serial number(s), National Stock Number

(NSN) and Model Number, (5) a brief description of the problem and (6) the contract number (shown on the warranty data plate and DA Form 2408-9).

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 final execution of the applicable DD Form 250, Material Inspection and Receiving Report, by an authorized Government representative.

DISTRIBUTION STATEMENT A. Approved for public release; distribution is unlimited.

c. Acceptance Date. The date annotated in the origin acceptance block, 21.a on the applicable DD Form 250.

d. Contractor. Caterpillar Incorporated, Defense Products Department, 100 N.E. Adams Street, Peoria, Illinois 61629.

e. CONUS. Continental United States.

f. Defect. Any condition or characteristic of the Depot/GS part(s) that is not in compliance with the requirements of the contract or 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. OCONUS. Outside the Continental United States.

i. Owning 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. Remedy. The legal means to correct a failure/defect.

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

m. Repairable. An item which may be reconditioned or economically repaired for reuse.

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

o. Supporting Repair Facility. The repair activity authorized to accomplish warrantable repairs at the GS/Depot level of repair.

p. TACOM. U.S. Army Tank-Automotive Command. TACOM is the Major Subordinate Command that manages the D7G Tractor.

q. WARCO. Warranty Control Office/Officer which normally operate at the GS, Directorate of Logistics (DOL), Director of Installation and Services (DIS),

supporting repair facility, division/corps, or theater maintenance management center. All warranty claim actions will be processed through the WARCO.

r. Warranty. A written agreement between the Government (TACOM) and the contractor (Caterpillar, Peoria, IL) which outlines the rights and obligations of both parties for defective supplies.

s. Warranty Claim. Action started by the Government for authorized warranty repair or reimbursement.

t. Warranty Expiration Date. The date the warranty is no longer valid. This date is shown on the warranty data plate, mounted on the equipment. This date will be 18 months from the Government acceptance date (DD Form 250, Block 21.A).

u. Warranty Period. Time during which the warranty is in effect.

v. Warranty Start Date. The acceptance date of the warranted item by the Government (DD Form 250, block 21.a).

3. Coverage-Specific:

a. This warranty coverage only applies to the following D7G Tractors, manufactured by Caterpillar Inc., under Contract DAAE07-86-C-J031:

- (1) With Ripper, NSN 2410-01-223-0350.
- (2) With Ripper and Winterized Cab, NSN 2410-01-253-2118.
- (3) Winch, NSN 2410-01-223-7261.
- (4) With Winch and Winterized Cab, NSN 2410-01-253-2117.

b. The contractor warrants all GS/Depot level parts, assemblies or supplies are free from defects in design, material and workmanship and will conform to the contract specifications for a period of 18 months from the acceptance date (annotated in block 21.A. of the applicable DD Form 250).

c. Parts, assemblies or supplies covered under the warranty are those items authorized by the Maintenance Allocation Chart (MAC) to replace or repair those items at the "H" (GS/General Support) and "D" (Depot) level.

SUPPLIES. For parts or assemblies deemed warrantable, the contractor will provide at the Government's option, one of the following:

- (1) Cost reimbursement for GS/Depot parts,

supplies and/or assemblies used from the Department of Defense (DOD) Supply System. Also, cost reimbursement for all non GS/Depot parts which are incidental to the defect, repair or replacement of a warrantable GS/Depot item; (for example, the Cylinder Head Assembly is repairable at the GS level but replaced at DS. To repair the Cylinder Head, it would have to be removed and the DS level head gasket would have to be replaced. The cost for the head gasket would also be reimbursed.

(2) Contractor supplied GS/Depot parts or assemblies and contractor supplied non GS/Depot parts which are incidental to the defect, repair or replacement of a warrantable GS/Depot item, shipped to the required CONUS location. (for OCONUS see paragraph 9.c.(5) page 5)

(3) All part/assembly cost reimbursement for items identified as "Lot Defects". (see paragraph 10, page 8)

LABOR. For labor required to correct a warrantable defect/failure the contractor will provide, at the Government's option, one of the following:

(1) Cost reimbursement for Government GS/Depot level labor and all Government non GS/Depot labor incidental to the defect, repair or replacement of the warrantable item.

(2) Contractor labor for warrantable repairs or replacements and all labor incidental to the repair of the warrantable defect/failure.

4. Items Not Covered by the Warranty.

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

(1) Damage/failure caused by misuse or abuse.

(2) Damage/failure caused by lack of maintenance or service.

(3) Damage/failure caused by improper maintenance or service.

(4) Defect/failure discovered or occurring after warranty expiration (18 months from acceptance date shown on DD Form 250, block 21 .a).

(5) Damage/failure caused by catastrophic climatic or environmental conditions (Acts of God).

(6) All "O" (Organizational) and "F" (Direct Support) level parts, components, supplies and labor, as indicated on the MAC unless otherwise explained in

paragraphs 3.c (1), (2) and (3) above.

(7) Claims in which labor and parts cost combined are \$50.00 or less for any one failure.

(8) Any warranty claim in which the contractor is not formally notified using DA Form 2407.

5. Contractor Responsibilities.

a. Parts, assemblies, repair, replacement and/or reimbursement.

(1) If the Government chooses to provide parts/assemblies through the DOD supply system, and if the parts/assemblies are covered under the warranty, the contractor must reimburse the Government for the cost of the parts/assemblies.

(2) If the contractor is directed by the Government to provide parts/assemblies the contractor will provide the parts/assemblies to any CONUS location directed by the Government within 10 days after their receipt of the DA Form 2407 or DA Form 5504 warranty claim.

b. Contractor labor or reimbursement of Government labor.

(1) If the contractor is directed by the Government to provide labor for the warranty repair, the contractor has these options:

(a) To correct the defect in the field.

(b) Return the end item, parts, or components to the contractor's plant, branch or dealer facility for the correction.

(2) If the contractor is directed by the Government to provide the labor, the contractor is required to notify the equipment owning unit and TACOM within 5 (five) days after their receipt of the claim (DA Form 2407 or DA Form 5504), with the following information:

(a) Which option the contractor has chosen (paragraph 5.b.(1)(a) or (b) above.

(b) The name and location of the repair facility that will accomplish the work.

(c) The time frame in which the repairs will be accomplished.

(d) What dealers or individuals will perform the work.

(3) If directed by the Government to provide the labor, the contractor is required to accomplish the repairs within 10 days from their receipt of the claim (DA Form 2407 or DA Form 5504). Should the contractor fail to accomplish the required repairs within 10 days, the contractor will extend, at no additional cost, the warranty period for a time equal to their delay in accomplishing the repair(s).

(4) If the Government elects to accomplish warrantable repairs, using Government labor, the contractor will reimburse the Government for cost of labor involved.

c. The contractor is responsible, if directed by the Government, to provide parts and/or labor for warrantable repairs, within 10 days from their receipt of the claim (DA Form 2407 or DA Form 5504), whether they agree with the claim or not. The contractor can dispute a claim (for reimbursement to the contractor) only after the applicable repairs have been accomplished.

6. Government Responsibilities.

The Major Subordinate Command for the Model D7G Tractor is the U.S Army Tank-Automotive Command (TACOM), Warren, MI 48397-5000. TACOM is responsible for managing and implementing the warranty.

Warranty claims will be reported to:

Commander
 US Army Tank-Automotive Command
 ATTN: AMSTA-MM
 Warren, MI 48397-5000
 Telephone: (AUTOVON) AV 786-7430,
 Commercial (313) 574-7430

a. TACOM will:

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

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

(3) Request additional information for incomplete claims.

(4) Provide warranty claim acknowledgement letters and/or parts/assemblies disposition instructions to the local WARCO.

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

(6) Coordinate warranty repair actions and/or supply of parts/assemblies between the contractor and local WARCO.

(7) Be responsible for shipment of

parts/assemblies to OCONUS locations in which the contractor is not responsible for. (see paragraph 9.c. (5), page 5).

(8) Process and input all warranty claim actions (unless claim is not valid or complete) into the Deficiency Reporting System (DRS).

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 5504 through channels to the supporting repair facility.

(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 claims to the local WARCO if the DA Form 2407 or DA Form 5504 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, provide labor, parts, supplies and/or assemblies as required to accomplish the warrantable repairs.

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

d. Local Warranty Control Office (WARCO) will:

(1) Verify, administer and process warranty claims to the TACOM WARCO.

(2) Act as a liaison between Owning unit, supporting repair facility and TACOM.

(3) Notify the owning units of all warranty claim acknowledgements, information and/or instructions

received from TACOM or the contractor.

(4) Act as a liaison between local dealers and the Army only when instructed to do so from either TACOM or Caterpillar, Peoria, IL.

e. Army Oil Analysis Program (AOAP). The manufacturers 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.

f. Alterations/Modifications. Alterations and modifications will not be applied unless authorized by TACOM.

7. Warranty Data Plate.

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

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

8. Nullification. Warranty provisions do not apply to defects, failures or damage resulting from any of the categories as listed in paragraph 4, page 3.

9. Claim Procedures.

a. When reporting warranty claims, use the instructions outlined in this TB and DA PAM 738-750, Functional Users Manual for the Army Maintenance Management System (TAMMS). However, be advised that the contractor is not obligated to DA PAM 738-750. The contractor is Caterpillar, Peoria, IL and not the local dealers. The local dealers do not have to honor the warranty for the D7G tractor, unless directed by Caterpillar, Peoria, IL. In the event there is a conflict between this TB and other documents (other than the contract), this TB takes precedence.

b. There are four options the Army has to choose from to get warranty repairs accomplished and claims processed. Claim procedures are listed in paragraph 9.

c. The four options are as follows:

OPTION 1. Government labor and parts provided from

the DOD supply system.

OPTION 2. Government labor and contractor provided parts.

OPTION 3. Contractor labor and parts provided from the DOD supply system.

OPTION 4. Contractor labor and contractor parts.

c. Specific procedures for each of the four options are as follows:

OPTION 1 through 4. The first five procedures apply to all options.

(1) Owing Unit will determine if the defect/failure is warrantable per paragraphs 3 and 4 of this TB.

(2) If a defect/failure is determined warrantable by the Owing Unit they will submit a DA Form 2407, 2407-1, or DA Form 5504, 5504-1 (for units operating under SAMS). These forms are to be filled out in accordance with DA PAM 738-750 and submitted through applicable channels to the supporting repair facility.

(3) The Owing Unit will also tag any parts and/or pieces of parts removed as a result of the defect/failure. These items should be tagged with DA Form 2402 (IAW DA PAM 738-750) and retained for a period of 30 days from receipt of warranty claim acknowledgement letter, or until disposition instructions are received (whichever occurs first). If acknowledgements are not received within 30 days from the date the warranty claim is submitted, contact your local Warranty Control Office (WARCO). See appendix J of DA PAM 738-750 for WARCO addresses.

(4) The supporting repair facility will verify the claim is warrantable, per paragraphs 3 and 4 of this TB. If the defect/failure is warrantable the supporting repair facility will decide which repair option, listed in paragraph 9B above, is preferred.

(5) For OCONUS warranty claims, Option 1 or 3 are the preferred procedures. The contractor is only responsible for shipment of parts and/or assemblies to the CONUS port of embarkation, not from the port of debarkation, to the applicable OCONUS repair facility. Options 2 or 4 can be used if they will expedite repair, but keep in mind the Government (TACOM) will bare shipping cost for transporting an item from the port of debarkation to the supporting repair facility.

OPTION 1. Claim Procedures. (Government labor and DOD supplies)

(a) Follow the procedures in paragraph 9c. (1) through (5), then follow the procedures outlined below.

(b) The supporting repair facility will repair the defect/failure and submit the claim (DA Form 2407 or DA Form 5504) to the applicable WARCO listed in DA PAM 738-750, appendix J.

(c) The supporting repair facility will tag any parts, pieces of parts, or assemblies removed as a result of the defect/failure and/or subsequent repair/replacement. Each item should be tagged with a DA Form 2402 (IAW DA PAM 738-750) and marked "Warranty Exhibit". These items will be retained for a period of 30 days from receipt of a warranty claim acknowledgement letter, or until disposition instructions are received (whichever occurs first).

(d) If the supporting repair facility does not receive an acknowledgement letter and/or disposition instructions within 30 days from the date the warranty claim is initially submitted, they will contact their local WARCO.

(e) The local WARCO will verify, administer and process the warranty claim to the TACOM WARCO address shown in DA PAM 738-750, appendix H.

(f) TACOM will verify, review, process and submit the claim to the contractor only if the claim is valid and complete. After the claim is submitted to the contractor TACOM will send a warranty claim acknowledgement letter to the local WARCO. If the claim is not complete or valid, TACOM will request additional information and the claim will be rejected and sent back to the local WARCO.

(g) The local WARCO will receive the acknowledgement letter from TACOM. They will insure that the owning unit and supporting repair facility which have retained parts, pieces of parts or assemblies tagged as "Warranty Exhibits" are aware of the date the acknowledgement letter was received and/or inform them of any disposition instructions received.

(h) If the local WARCO does not receive an acknowledgement letter within 15 days after the initial claim was submitted to TACOM, the local WARCO will contact the TACOM WARCO for instructions on the disposition of retained items and information on the claim action. For OCONUS acknowledgement letters, allow 25 days for receipt.

(i) TACOM will negotiate all claims and/or disputes of claims for reimbursement of labor and/or parts cost with the contractor.

OPTION 2. Claim Procedures. (Government labor and contractor supplied parts)

(a) Follow the procedures in paragraphs 9.c (1) through (5), then follow the procedures as outlined below.

(b) The supporting repair facility will determine the parts/assemblies required to accomplish repairs. They will then submit a claim (DA Form 2407 or DA Form 5504) indicating the parts/assemblies required to the local WARCO listed in DA PAM 738-750, appendix J.

(c) The local WARCO will verify, administer and process the claim to the TACOM WARCO address shown in DA PAM 738-750, appendix H.

(d) TACOM will verify, review, process and submit the warranty claim to the contractor. TACOM will then send a warranty claim acknowledgement letter to the local WARCO. If the claim is not complete, TACOM will request additional information, or if not valid, the claim will be rejected and sent back to the local WARCO.

(e) The contractor will have 10 days from their receipt of the claim to provide parts or assemblies to the CONUS location directed by the Government. The contractor is required to provide the parts or assemblies whether they agree with the claim or not. They may dispute the claim and negotiate for reimbursement with TACOM only after the parts/assemblies have been provided.

(f) The local WARCO will receive a warranty claim acknowledgement letter from TACOM. Upon receipt of the acknowledgement letter the local WARCO will immediately notify the supporting repair facility and equipment owning unit.

(g) If the local WARCO does not receive the acknowledgement letter within 15 days after the claim was initially submitted to TACOM, they will immediately notify the TACOM WARCO. For OCONUS acknowledgement letters, allow 25 days for receipt.

(h) The supporting repair facility will make the warrantable repairs once the parts/assemblies are received from the contractor. If the supporting repair facility does not receive the parts/assemblies at the Government directed CONUS (for OCONUS see paragraph 9.c.(5) location within 10 days after receipt of the warranty claim acknowledgement letter, they are to contact their local WARCO, who will contact the TACOM WARCO. The TACOM WARCO will contact the contractor to get the matter resolved and subsequent parts/assemblies shipped to the applicable supporting repair facility.

(i) The supporting repair facility will tag any parts, pieces of parts, or assemblies removed as a result of the defect/failure and/or subsequent repair/replacement. All items will be tagged with a DA Form 2402 (IAW DA PAM 738-750) and marked "Warranty Exhibit". These items will be retained for a period of 30 days from receipt of the warranty claim acknowledgement letter or until disposition instructions are received (whichever occurs first).

(j) After parts/assemblies are received and repairs have been accomplished, the supporting repair facility will submit DA Form 2407 (copy #5) or DA Form 5504 (copy #4) for labor cost to the local WARCO.

(k) The local WARCO will verify, administer and process the claim to the TACOM WARCO who in turn will review and submit the claim to the contractor.

(l) TACOM will negotiate all claims and/or disputes of claims for reimbursement.

OPTION 3. Claim Procedures. (Contractor labor and DOD supply system parts/assemblies).

(a) Follow the procedures outlined in paragraphs 9.c (1) through (5), then follow the procedures outlined below.

(b) The supporting repair facility will insure that all DOD supply system parts, required to make the repairs or replacement, are readily available for the contractor prior to submitting the claim for labor.

(c) The supporting repair facility will submit the claim (DA Form 2407 or DA Form 5504) for contractor labor to the local WARCO listed in DA PAM 738-750, appendix J.

(d) The local WARCO will verify, administer and process the claim to the TACOM WARCO address shown in DA PAM 738-750, appendix H.

(e) TACOM will verify, review, process and submit the claim to the contractor if the claim is valid and complete. After the claim is submitted to the contractor, TACOM will send a warranty claim acknowledgement letter to the local WARCO. If the claim is not complete TACOM will request additional information, or if not valid the claim will be rejected and sent back to the local WARCO.

(f) The local WARCO will receive the acknowledgement letter and will notify the supporting repair facility and equipment owning unit. If the acknowledgement letter is not received within 15 days

after the warranty claim was submitted to TACOM, the local WARCO will contact the TACOM WARCO. The TACOM WARCO will inform the WARCO of the status of the claim or provide an acknowledgement letter. For OCONUS allow 25 days for receipt of acknowledgement letter.

(g) The contractor has the option to make the repairs in the field or return the end item, parts/assemblies to the contractors plant, branch or local dealer for the repair. In this regard the contractor is required to notify the equipment owning unit or supporting repair facility, and TACOM, within 5 (five) days from the contractors receipt of the claim (DA Form 2407 or DA Form 5504) with the following information: Which contractor option for repair they have chosen, the name and location of the repair facility, the time frame in which the repairs will be accomplished and what dealers or individuals will perform the work.

(h) The contractor is required to provide the above information within 5 (five) days, and accomplish the repairs within 10 days from their receipt of the warranty claim.

(i) If the information required in paragraph 9.C. Option 3(g) above is not provided within 5 (five) days and the required repairs are not accomplished within 10 days after the receipt of the warranty claim acknowledgement letter, the owning unit (through applicable channels) or supporting repair facility will contact their local WARCO. The local WARCO will contact TACOM, who in turn will contact the contractor to obtain the required information and/or repairs.

(j) The supporting repair facility will insure that all parts, pieces of parts, or assemblies removed from the vehicle as a result of the defect/failure and/or subsequent repair/replacement are tagged with a DA Form 2402 (IAW DA PAM 738-750) and marked "Warranty Exhibit". These items will be retained for a period of 30 days from receipt of the acknowledgement letter or until disposition instructions are received (whichever occurs first). The contractor may inspect and provide disposition instructions for these items during their repair; if not they should be retained as mentioned above.

(k) After the repairs have been accomplished the supporting repair facility will submit DA Form 2407 (copy #5) or DA Form 5504 (copy #4) for parts cost, to the local WARCO.

(l) The local WARCO will verify, administer and process the claim to the TACOM WARCO. TACOM will review and submit the claim to the contractor for reimbursement.

(m) TACOM will negotiate all claims and/or disputes of claims for parts reimbursement.

OPTION 4. Claim Procedures. (Contractor labor and contractor supplied parts)

(a) Follow the procedures in paragraphs 9.c (1) through (5), then follow the procedures as outlined below.

(b) The supporting repair facility will submit the claim (DA Form 2407 or DA Form 5504) for contractor labor and parts to the local WARCO listed in DA PAM 738-750, appendix J.

(c) The local WARCO will verify, administer and process the claim to the TACOM WARCO address shown in DA PAM 738-750, appendix H.

(d) TACOM will verify, review, process and submit the claim to the contractor if the claim is valid and complete. After the claim (DA Form 2407 or DA Form 5504) is submitted to the contractor, TACOM will send a warranty claim acknowledgement letter to the local WARCO. If the claim is not complete, TACOM will request additional information. If it is not valid the warranty claim will be rejected and sent back to the local WARCO.

(e) The local WARCO will receive the acknowledgement letter and will notify the equipment owning unit and supporting repair facility. If the acknowledgement letter is not received within 15 days after the warranty claim was submitted to TACOM, the local WARCO will contact the TACOM WARCO. The TACOM WARCO will inform the local WARCO of the status of the claim or provide an acknowledgement letter. For OCONUS acknowledgement letters, allow 25 days for receipt.

(f) The contractor has the option to make repairs in the field or return the end item, parts or assemblies to the contractors plant, branch or local dealer for repair. In this regard the contractor is required to notify the owning unit or supporting repair facility, and TACOM, within 5 (five) days from the contractors receipt of the claim (DA Form 2407 or DA Form 5504) with the following information: Which of the above contractor options they have chosen, the name and location of the repair facility, the time frames in which the repairs will be accomplished and what dealers or individuals will perform the work.

(g) The contractor is required to provide the above information within 5 (five) days and accomplish the repairs within 10 days from their receipt of the warranty claim.

(h) If the information required in paragraph 9.c. Option 4 (g) page 8 is not provided within 5 (five) days and/or the repairs are not accomplished within 10 days after the receipt of the acknowledgement letter, the owning unit (through applicable channels) or supporting repair facility will contact their local WARCO. The local WARCO will contact TACOM, who in turn will contact the contractor to obtain the required information and/or repairs.

(i) The supporting repair facility will tag any parts, pieces of parts, or assemblies removed as a result of the defect/failure and/or subsequent repair/replacement unless directed otherwise by the contractor. All items will be tagged with a DA Form 2402 (IAW DA PAM 738-750) and marked 'Warranty Exhibit'. These items will be retained for a period of 30 days from receipt of the warranty claim acknowledgement letter or until disposition instructions are received (whichever occurs first). These items will be retained if the contractor does not inspect the items during their repair or if the contractor does not provide any other disposition instructions.

(j) After the repairs are accomplished the supporting repair facility will mark the DA Form 2407 (copy #5) or DA Form 5504 (copy #4) with "For Information Only" and submit it to the local WARCO.

(k) The local WARCO will administer and process the claim to the TACOM WARCO. TACOM will enter the pertinent information from the DA Form 2407 into the Deficiency Reporting System (DRS) to track warranty failures.

10. Lot Defects.

a. Lot defects are defects in parts/assemblies which are not within specifications of the contract or does not function as intended and affects an entire lot or fleet of vehicles. These are defects/failures which are non GS/Depot level to repair or replace.

b. Lot defects are determined by TACOM through an analysis of failure rates, Quality Deficiency Reports (SF 368) and other reports from the field.

c. If a lot defect is suspected by equipment owning units, supporting repair facilities and/or WARCO(s), report them on a SF 368 (IAW DA PAM 738-750).

11. Reimbursement.

a. Government labor, monies expended and deemed the contractor's responsibility for reimbursement, will not be reimbursed directly to the Owning Unit, supporting repair facility or WARCO. The contractor will

reimburse the Government by submitting monies to TACOM, ATTN; AMSTA-EFD, Warren, MI 48397-5000.

b. When submitting a claim for parts/assemblies reimbursement, submit the claim using the price listed on the Army Master Data File (AMDF).

12. Claim Denials/Disputes.

a. All warranty claim negotiations and/or disputes will be between TACOM and Caterpillar, Peoria, IL.

b. Owing Units, supporting repair facilities or local WARCO(s) should not contact the local dealers or Caterpillar, Peoria, IL unless directed to do so by TACOM or Caterpillar, Peoria, IL. The contract is between TACOM and Caterpillar, Peoria, IL only.

c. The contractor is not required to respond to any warranty claim unless they are formally notified with a DA Form 2407 or DA Form 5504 through TACOM.

d. If the Owing Units, supporting repair facility or local WARCO has repairs accomplished by a dealer without direction to do so by Caterpillar Inc., Peoria, IL or TACOM, they will be liable for any cost incurred.

13. Reporting. Reporting or recording action on a failed item shall be as specified in DA Pam 738-750 or DA Pam 738-751 and this TB. Contractor unique forms shall not be used.

14. Storage/Shipping/Handling.

a. Storage. Storage of this equipment does not affect the warranty coverage. The warranty start date will begin on the date the applicable DD Form 250, block 21 A indicates and will expire 18 months thereafter regardless if the equipment is stored or not.

b. Shipping. If directed by the Government to provide replacement parts/assemblies for a warranty repair, the contractor will bear the cost of shipment, F.O.B. (free on board) to any CONUS location. The contractor will also bear the cost of shipment for any defective parts/assemblies which are returned to the contractor for their action. (See contractor options, paragraphs 9, Option 3 (g) and paragraph 9, Option 4 (f).

c. Handling. Not applicable.

15. Reference Documentation and Publications.

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

DA Form 2028. Recommended Changes to Publications and Blank Forms

DA Form 2407, DA Form 5504. Maintenance Request (Claims)

DA PAM 738-750. Functional Users Manual For The Army Maintenance Management System (TAMMS)

DA PAM 738-751. Functional Users Manual for the Army Maintenance Management System Aircraft (TAMMS-A)

SOMARPI 5-2410-237-C1. Supplemental Operating, Maintenance and Repair Parts Instruction

TM 5-2410-237-24 (June 1989). DA Authenticated Commercial Maintenance Manual

By Order of the Secretary of the Army:

Official:

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

WILLIAM J. MEEHAN II
Brigadier General, United States Army
The Adjutant General

Distribution:

To be distributed in accordance with DA Form 12-25A, Operator, Unit, Direct Support and General Support Maintenance requirements for Tractor, Full-Track, Low Speed, Diesel Engine Drive, Medium Drawbar Pull, Type I and II, T-9.

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Your Units Address

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PUBLICATION NUMBER
TB 5-2410-237-14

DATE
Date

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PAGE NO.	PARA GRAPH	FIGURE NO.	TABLE NO.
3	5		

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