

Department of the Army Technical Bulletin Warranty Program
for
Bucket, Clamshell
Model 34GPS
NSN 3815-01-249-4092
Contract No. DAAE07-87-C-0153

Headquarters, Department of the Army, Washington, DC

30 SEPTEMBER 1987

Reporting Errors and Recommending Improvement

You can help improve this Technical Bulletin. If you find any mistakes, or 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, US Army Tank-Automotive Command, ATTN: AMSTA-MB, Warren, Michigan 48397-5000. A reply will be sent to you.

1. GENERAL. This bulletin is intended to clarify the warranty for the Clamshell Bucket. 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 Clamshell Bucket 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) telephone number, both AUTOVON and Commercial, 3) complete unit designation, 4) identification of bucket to include serial number, 5) a brief description of the problem, and 6) the contract number (off the front of this Warranty TB).

Distribution Statement A - Approved for public release; distribution is unlimited

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 acceptance date for the vehicle is as annotated on the DD Form 250, Material Receiving and Inspection Report.

c. Contractor. Intergy, Inc. Anvil Attachments, 10100 Brecksville Rd., P. O. Box 418051, Brecksville, OH 44141-3206.

d. Defect. Any condition or characteristic in any supplies furnished by the contractor not in compliance with the requirements of the contract or does not function as intended.

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

f. 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.

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/User Activity. The activity authorized to perform repairs in accordance with (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.

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

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

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

3. Coverage Specific.

This bulletin applies only to the Bucket, Clamshell, Model DMD34 NSN 3815-01-249-1692, PN 104421, FSCM 9Y918 which is manufactured by Intergy, Inc., Brecksville, OH under contract DAAE07-87-C-0153. After inspection and acceptance by the Government of the end item and supplies furnished under the contract, the contractor warrants the Clamshell Bucket will be free from defects in material and workmanship for a period of eight (8) months from the date of Government acceptance of each bucket, as evidenced in the acceptance block of the DD Form 250.

4. Contractor Responsibilities.

a. When notified in writing (e.g., DA Form 5504 or DA Form 2407) of a defect or failure in material or workmanship, the contractor will provide the following at the contractor's facility or another facility approved in advance in writing by the contractor, either complete repair or replacement of the defective product, to include reasonable and customary labor charges, exclusive of overtime hours. Standard repair times for the following tasks are established:

- (1) Cut out old and install new cutting edge 4.0 hours.
- (2) Remove and replace an bolt-on-edge 1.5 hours.

b. The contractor will ship replacement parts and supplies to a using units location, method of shipment to be determined by the contractor.

The contractor is not responsible for defects or failures caused by improper handling, abuse, neglect, or unauthorized modifications made without written authorization.

5. Government Responsibilities.

The major subordinate command responsible for administrative functions relative to this contract is the U.S. Army Tank-Automotive Command (TACOM), Warren, MI. TACOM is responsible for managing and implementing the warranty. As such TACOM will assure the following:

- a. Freight costs and other expenses to return a defective part or bucket to the contractor including any claim against a common carrier to cover loss or damage in transit.
- b. Freight costs for any component or bucket returned to the contractor without their prior written authorization.

c. Prompt notification of defect or failure via DA Form 2407 or DA Form 5504, or other acceptable written form, also proof that the bucket or attachments are the items under warranty and within the applicable warranty period.

d. Any service calls resulting from false claims and deemed unnecessary by the contractor.

e. Any overtime charges including Sundays and holidays.

6. Government Maintenance

Normal care, servicing, lubrication and preventive maintenance procedures required to keep the bucket operating normally is allowed to the level of maintenance authorized in the Maintenance Allocation Chart (MAC), the lubrication instructions and the applicable technical manual (TM).

7. Owning Unit Responsibilities

When a bucket/component covered under the warranty is found defective the owning unit is responsible for the following:

- a. It must prepare form DA 2407 or DA Form 5504 and submit it to the WARCO in accordance with procedures in AR 700-139 and DA PAM 738-750.
- b. Must be able to present evidence that the defective part or bucket is the item warranted and within the applicable warranty period.
- c. Must not forward any defective part or bucket to the contractor without prior written authorization.

8. WARCO Responsibilities.

Warranty Control Office Responsibilities are outlined in AR 700-139, Army Warranty Program Concepts and Policies, and in DA PAM 738-750 Function Users Manual for the Army Maintenance Management System (TAMMS). The WARCO in CONUS units will be assigned to the office of Directorate of Logistics (DOL) or the Directorate of Installation and Services (DIS). In OCONUS units the WARCO will be assigned to the Theater Maintenance Management Center. The WARCO will act as liaison between Army Units and the Contractor also as point of contact between AMC Major Subordinate Commands and the local units. He will establish a warranty program at posts, camps, or stations to include procedures to handle, process and control WCA's.

9. Army Oil Analysis Program (AOAP).

Not Applicable.

10. Alterations/modifications.

Alterations and modifications will not be made without the express written authorization from. U.S. Army TACOM, ATTN: AMSTA-MV, Warren, MI 483975000. Telephone Autovon 786-8901 or Commercial (313) 574-8901.

11. Nullification.

Warranty provisions do not apply to defects caused by abuse, improper installation procedures or unauthorized modifications to the bucket or attachments. The warranty does not apply to normal wearout resulting from wear and tear on the equipment.

12. Abuse Determination.

If unsure of what is considered normal use and what is abuse, contact the contractor at 1-800-321-8175.

13. Claim Procedures.

Warranty Claim Actions (WCA) can be initiated at any maintenance level. Operators, unit or higher level support maintenance can start a WCA.

For those units operating on the Standard Army Maintenance System (SAMS) the DA Form 5504 and DA Form 5504-1 are used to report WCAs. For those units who do not operate under SAMS the DA Form 2407 and 2407-1 are used to file warranty claims. It is important that you be as accurate as possible on all forms (see appendix). The information received on them is used for tracking performance, efficiency and warranty costs. All forms will be processed in accordance with directives in DA PAM 738-750 and AR 700-139 for resolution.

14. Claim Denials and Disputes.

All denials or disputes will be handled by the National Maintenance Point (NMP) TACOM, Warren, MI.

15. Referenced Documents.

AR 700-139 Army Warranty Program Concepts and Policies.

DA Form 2028 Recommended Changes to Publications and Blank Forms.

DA Form 2407 and 2407-1 Maintenance Request (claims).

DA Form 5504 and 5504-1 Maintenance Request (claims).

DA PAM 738-750 Functional Users Manual for the Army Maintenance Management System TAMMS).

By Order of the Secretary of the Army:

Official:

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

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

Distribution:

To be distributed in accordance with DA Form 12-25A, Operator, Unit, Direct Support and General Support Maintenance requirements for Bucket, Clamshell and Bucket, Dragline. 3/4 Cubic Yard.

