

## DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

## WARRANTY PROGRAM

FOR

DISTRIBUTOR, WATER, SEMITRAILER MOUNTED,  
6,000 GALLON CAPACITY  
NSN 3825-01-297-3357

(DAAE07-88 C-J085)

Headquarters, Department of the Army, Washington, DC

12 December 1991

**REPORTING ERRORS AND RECOMMENDING IMPROVEMENTS**

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 Distributor, Water, Semitrailer Mounted, 6,000 Gallon Capacity, NSN 3825-01-297-3357. 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 Water Distributor or any U.S. Army Tank-Automotive Command (TACOM) equipment contact your local Warranty Control Office/Officer (WARCO) or TACOM Logistics Assistance Representative (LAR). If your WARCO or TACO CAR is not available or if additional information is required, contact TACOM. The number to call is DSN 786-7423, COMMERCIAL (313) 574-7423

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 (for example, not following service intervals, using the vehicle for other than what is intended).

**b. Acceptance.** The execution of the Acceptance Block by signing the Material Inspection and Receiving Report, DD Form 250 by the 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 directly with the Government to furnish supplies.

- e. Correction.** The repair and/or replacement of defective supplies with the Government having the option to correct the defect/systematic defect or direct the contractor to make the correction.
- f. Defect.** Any condition or characteristic in the supplies that is not in compliance with the requirements of the Contract or that does not otherwise function or threatens not to function as intended.
- 9. Failure.** An event or condition which causes the part, component, or end item to fail in performing its intended use.
- h. Owning Unit.** The Army unit authorized to operate, maintain and use the equipment.
- i. Predicted Failure Rate.** The failure rate as established in PMR at the time the first vehicle is shipped.
- j. Reimbursement.** Contractor payments the Government to cover the cost of parts and labor in the event the Government elects to make corrections itself rather than obtaining defect corrections from the contractor.
- k. Repair.** A maintenance action required to restore an item to serviceable condition without affecting the warranty.
- l. Supporting Repair Facility.** The repair activity authorized to accomplish warrantable repairs at the appropriate level of maintenance identified in the Maintenance Allocation Chart.
- m. Supplies.** In the case of defects the assemblies, sub-assemblies, and parts as identified in the applicable Maintenance Allocation Chart under the Depot (D Level) or General Support (GS) (H Level) Maintenance Categories, which will be referred to as Depot/General Support (GS) parts, assemblies and parts contained therein. In the case of "systemic defects", all water distributor parts.
- n. WARCO.** Serves 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.
- o. Warranty.** A written agreement between a contractor and the Government which outlines the rights and obligations of both parties for defective supplies.
- p. Warranty Claim.** Action started by the equipment user for authorized warranty repair or reimbursement.
- q. Warranty Expiration Date.** The expiration date of the end item is 18 months from the date of the end item acceptance. This date (warranty start date) is found in DD Form 250, Block 21 a.
- r. Warranty Period.** Time during which the warranty is in effect.
- s. Warranty Start Date.** The date the warranty is put into effects.

### 3. Coverage-Specific.

- a.** This bulletin applies to the Distributor, Water, Semitrailer Mounted, 6,000 gallon capacity, NSN 3825-01-297-3357. The item is manufactured by E.D. Etnyre & Company of Oregon, Illinois 61061-9705 under contract # DAAE07-88-C-J085.
- b.** Inquiries to E.D. Etnyre & Company can be made by calling 1-815-732-2116.
- c.** The contractor warrants the supplies are free from defects in design, material and workmanship and will conform with the specifications and all other requirements of the contract for a period of 18 months from the warranty start date. This is a GS/Depot parts warranty including labor and material. Unit/Direct Support part failures are not warrantable and require no field action, unless directed by TACOM. Additionally, if a systemic defect occurs during the warranty period that impairs personnel safety or otherwise deadlines equipment, the contractor agrees to extend the terms of the warranty for affected end items by a period of time equal to the time from formal notification of claims until the time required to complete the necessary corrections.
- d.** If the contractor or his supplier(s) provide a greater warranty for the supplies furnished, the contractor will provide the greater warranty to the Government.
- e.** If a defect/failure is caused by or falls within any of the following categories, it is not considered warrantable and a claim should not be initiated:
  - (1) Misuse or negligence
  - (2) Accidents
  - (3) Improper operation
  - (4) Improper storage
  - (5) Improper transport
  - (6) Improper or insufficient maintenance service
  - (7) improper alterations or repairs
  - (8) Defect/failure discovered or occurring after warranty expiration date
  - (9) Non GS/Depot parts/components

#### 4. Contractor Responsibilities.

a. During the warranty period, when the owning unit has directed the contractor to correct supplies, the contractor will furnish all material required to correct the defective supplies.

b. When the contractor receives written notification requiring contractor repair, they will have the option:

- (1) to correct the supplies in the field, or
- (2) return the water distributor or parts to the contractors designated facility for correction.

When the contractor corrects the supplies all labor involved shall be borne by the contractor. Additionally, the contractor shall arrange and bear all transportation costs of the supplies to its facility and return to user.

c. In the event the contractor is directed to correct the defect or systemic defect, he shall notify the Government where he has elected to correct the defect: the field (wherever the equipment is located), the contractor's or the dealer's facility. He shall advise the equipment owning activity verbally at least 48 hours prior to correction and the U.S. Army Tank-Automotive Command, AMSTA-MS, in writing within 5 (five) days after formal notification of claim with the following information the repair facility, location of facility, the time frame in which the defect(s) will be corrected, and what dealer or individual(s) will perform the work. Should the contractor fail to accomplish required warranty corrections within 10 (ten) working days after formal notification of 'warranty claim, (or within such other time the parties may otherwise agree in writing), 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. Repairs shall be completed within 10 (ten) working days after receipt of written claim notification. Furthermore, the contractor will provide a copy of the work order to owning unit upon completion of repair. Should the contractor fail to accomplish required warranty corrections within 10 (ten) working days after formal notification of warranty claim, (or within such other time the parties may otherwise agree in writing), 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.

e. The contractor has 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).

#### 5. Government Responsibilities.

The Major Subordinate Command for the Water Distributor 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  
U.S Army Tank-Automotive Command  
ATTN: AMSTA-MM  
Warren, MI 48397-5000  
Telephone: DSN 786-7423  
Commercial (313) 574-7423

##### 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 acknowledgment closeout letters and/or parts/assemblies disposition instructions to the local WARCO.
- (5) Insure the contractor performs in accordance to the terms of the contract.

##### b. Equipment owning unit will:

- (1) Identify defects/failures and verify the defects/failures are warrantables.
- (2) Submit warranty claims, using DA Form 2407, DA Form 2407-1, or DA Form 5504, or DA Form 5504-1 through channels to the supporting repair facility,
- (3) Tag and retain parts, pieces of parts and/or assemblies removed at the owning unit level 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 warranty claims to the local WARCO if the DA Form 2407, DA

Form 2407-1, or DA Form 5504 or DA Form 5504-1 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 as required to accomplish the warrantable repairs.

(6) Tag and retain 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 (IAW DA PAM 738-750).

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

(3) Notify the owning units of all warranty claim acknowledgments/closeouts, information and/or instructions received from TACOM or the contractor.

(4) Act as a liaison between local dealers and the Army.

**e. Alterations/Modifications.** Alterations/modifications will not be applied unless authorized by TACOM.

**6. Warranty Data Plate.**

**a.** All water distributors will have a warranty data plate. The contractor is required to mount this data plate within clear view of the operator.

**b.** When the water distributor 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 or DD Form 1149. If these dates differ, disregard the data plate. The date shown on the DD Form 250 or DD Form 1149 is the date to be used as a warranty start date.

**7. Claim Procedures.**

**a.** The procedures for reporting warranty claims are found in DA PAM 738-750 and this bulletin. Responsibilities of the MACOM are found in AR 700--139. For all levels of maintenance operating under the Standard Army Maintenance System (SAMS), Warranty Claim Actions are processed on Forms 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.

**b.** The contractor shall be notified in writing, utilizing DA Form 2407 or DA Form 5504 by TACOM following discovery of a defect in supplies. This shall constitute formal notification of warranty claim and initiate the time period for contractor responsibility and action under the warranty. This notification shall include but not be limited to furnishing of the applicable equipment serial number, operating hours or miles on the equipment, part number or NSN of the defective part and circumstances surrounding the defect(s). At this time, the contractor will be further informed whether the Government has elected to: (1) correct the defect itself, or (2) direct the contractor to correct the defect. The using unit will determine if they have the time and/or resources to correct the defect themselves. When the unit does elect to correct the defect, replacement parts may be ordered using the Government supply system or the Government may direct the contractor to provide the replacement parts for defective supplies wherever located. In this event the contractor's obligation 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.

**c.** The contractor shall reimburse the Government for the cost of labor involved in the Government's correction of the defect. The cost of labor involved shall be computed at the rate of \$22 per hour multiplied by the number of labor hours in such services appearing in the contractor's flat rate time schedule manual. Additionally, the cost of replacement parts required to correct the defect shall be reimbursed by the contractor, if such parts are obtained through the Government's supply channels. Warranty claims, for reimbursement, where repair labor costs and repair parts costs combined do not exceed \$150.00 for any one failure will not be submitted to TACOM.

**d.** Identification of failed items. Failed warranty 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 or DA Form 5504 Maintenance Request shall be referenced. Items requiring special handling, storage or shipment during the processing of claims shall be identified.

**e.** Disposition. The repair activity shall retain defective supplies for thirty (30) days following receipt of

acknowledgment of a warranty claim from TACOM. If receipt of acknowledgment is not received, inquiries should be made to TACOM through your local WARCO. If receipt of acknowledgment is received but no instructions are forthcoming within thirty (30) days of receipt, supplies may be disposed of.

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

**8. Reimbursement For Army Repair.** Contractor shall reimburse the Government by submitting monies monthly to TACOM, ATTN: AMSTA-EFD, Warren, Michigan 48397-5000. In the event the repair activity should receive any reimbursement from the contractor, the monies must be forwarded to the above address.

**9. Claim Denial/Disputes.** All denials or disputes will be handled by TACOM.

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

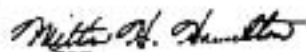
**11. Storage/Shipment/Handling.**

- a. Storage. Not applicable.
- b. Shipment. If the Government returns supplies to the contractor for correction or replacement under this warranty, the contractor shall be liable for transportation charges.
- c. Handling. The contractor shall bear the responsibility for the supplies while in transit.

By Order of the Secretary of the Army:

GORDON R. SULLIVAN  
*General, United States Army*  
*Chief of Staff*

Official:




MILTON H. HAMILTON  
*Administrative Assistant to the*  
*Secretary of the Army*  
00730

Distribution:

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