

## DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

## WARRANTY PROGRAM

FOR  
SAW, ABRASIVE DISK, CONCRETE:  
ENGINE DRIVEN, SELF-PROPELLED,  
NSN 3895 01-303-8909  
MODEL C-3000-30

Contract Number DAAE07 88-C-J096

Headquarters, Department of the Army, Washington, DC

June 3 1991

**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 Saw, Abrasive Disk, Concrete, Engine Driven, Self-Propelled. 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 Abrasive Saw 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 TACOM LAR 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 final execution of the applicable DD Form 250, Material Inspection and Receiving Report, 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 directly with the Government to furnish supplies.

**e. Correction.** The repair and for 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 any supplies furnished by the contractor that does not function or threatens not to function as intended.
- g. **Failure.** A part, component, or end item that fails to perform its intended use.
- h. **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.
- i. **Owning Unit.** The Army unit authorized to operate, maintain and use the equipment.
- j. **Repair.** A maintenance action required to restore an item to serviceable condition without affecting the warranty.
- k. **Supporting Repair Facility.** The repair activity authorized to accomplish warrantable repairs at the appropriate level of maintenance identified in the Maintenance Allocation Chart.
- l. **Supplies.** The end item furnished by the contractor and related services required under the contract.
- m. **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.
- 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.
- p. **Warranty Expiration Date.** The date the warranty is no longer valid. This date will be 12 months from the Government acceptance date (DD Form 250, Block 21.A).
- q. **Warranty Period.** Time during which the warranty is in effect. Normally measured as the maximum number of years, months, days, miles, or hours used.
- r. **Warranty Start Date.** The date the warranty is put into effect.

**3. Coverage-Specific.**

- a. This bulletin applies to the Saw, Abrasive Disk, Concrete, Engine Driven, Self-Propelled, NSN 3895-01-303-8909. The item is manufactured by Gregory Engineering Corp, under contract # DAAE07-88-C-J096.
- b. Inquiries to Gregory Engineering can be made by calling 1-508-481-1284.
- c. The contractor warrants the supplies are free from defects in material and workmanship for a period of 12 months from the warranty start date.
- d. If a Safety Recall defect occurs during the vehicle warranty period, the contractor agrees to extend the terms of the warranty to the time required to make necessary safety defect corrections. Also, 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 warrant able 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

**4. Contractor Responsibilities.**

- a. When the owning unit has directed the contractor to correct the supplies, the contractor will furnish all material required to correct the defective supplies. Repairs shall be initiated within ten (10) working days after receipt of written claim notification. Furthermore, the contractor should provide a copy of the work order to owning unit upon completion of repair.
- 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 vehicle 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. However, the Contractor's liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor's plant and return.

## 5. Government Responsibilities.

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

Warranty claims will be reported to:

Commander  
U.S Army Tank-Automotive Command  
ATTN: AMSTA-MMAP  
Warren, MI 48397-5000  
Telephone: DEN 786-7423  
Commercial (313) 574-7423

### a. TACOM will:

- (1) Verify, review, process completed warranty claims submitted by owning units.
- (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 upon discovery of the defect.
- (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,

### 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.

### d. Local Warranty Control Office (WARCO) will:

- (1) Verify, administer and process warranty claims (see 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. 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, part number or NON of the defective part and circumstances surrounding the defect(s).

c. 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 con

tractor services. All failed items returned for warranty claim action will be monitored by TACOM.

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

**8. 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.

**9. Storage/Shipment Handling.**

- a. Storage. Not applicable.
- b. Shipment. Reference paragraph 4 B.
- c. Handling. Reference paragraph 4 B.

By Order of the Secretary of the Army

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

Official:

PATRICIA P. HICKERSON  
*Brigadier General, United States Army*  
*The Adjutant General*

Distribution:

To be distributed LAW DA Form 12-25-E (Block No. 5711) Operator and Unit maintenance requirements for TB 5-3895-366-12.

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