

## DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

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**WARRANTY PROGRAM  
FOR  
MELTER, ASPHALT, SKID MOUNTED,  
HOT OIL CIRCULATING, 750 GPH  
CHAUSSE MODEL STMD-3000A  
NSN 3895-01-332-3024**

CONTRACT NUMBER DAAE07-90-C-1294

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**Headquarters, Department of the Army, Washington, DC**

**18 September 1992**

**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 Melter, Asphalt, Skid Mounted, Hot Oil Circulating, 750 GPH. 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 Melter or any U.S. Army Tank Automotive Command (TACOM) equipment contact your local Warranty Control office (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 execution of the Acceptance Block and signing of DD Form 250 (Material Inspection and Receiving Report), by the authorized Government representative, unless end items are placed in storage in which case acceptance shall mean date of shipment from storage facility as reflected on DD Form 1149 (Requisition and Invoice/Shipping Report) or DD Form 1348-1.

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**c. Acceptance Date.** The date an item or 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 elimination of a defect.

**f. Defect.** Any condition or characteristic in any supplies furnished by the contractor 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. 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. 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. Repair.** A maintenance action required to restore an item to serviceable condition without affecting the warranty.

**l. Supplies.** The end item and all assemblies/parts furnished by the contractor.

**m. Supporting Repair Facility.** The repair activity authorized to accomplish warrantable repairs at the appropriate level of maintenance identified in the Maintenance Allocation Chart.

**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 date the warranty is no longer valid. This date will be 18 months from the Government acceptance date.

**r. Warranty Period.** Time during which the warranty is in effect. Normally measured as the maximum number of years, months, days, miles, or hours used.

**s. Warranty Start Date.** The date the warranty is put into effect (Government Acceptance).

### 3. Coverage-Specific.

**a.** This bulletin applies to the Melter, Asphalt, Skid Mounted, Hot Oil Circulating, 750 GPH, Chaussee Model STMD-3000A, NSN 3895-01-332-3024. The item is manufactured by Chaussee Manufacturing Company, under Contract Number DAAE07-90-C-1294. Inquiries to Chaussee Manufacturing Company can be made by calling 1-313-834-7373.

**b.** The contractor warrants the supplies are free from defects in design, material, and workmanship for a period of 18 months from warranty start date.

**c.** 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.

**d.** 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) Potential warranty claim actions where repair labor cost and repair parts cost combined do not exceed \$150.00 for any one failure.

### 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 and parts shall be initiated/provided within ten (10) working days after receipt of written claim notification except as the parties may otherwise agree in writing. Furthermore, the contractor will 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 contractor's 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.** The contractor, within five (5) working days of receiving such notice, shall notify the warranty claimant by telephone as to the method of correction, date(s) work is to be performed and by whom.

**d.** The contractor has the right to inspect any defective supplies, wherever located, within thirty (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 Melter 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 (reimbursable and/or disputes) 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 warrantable.

(2) Submit warranty claims, using DA Form 2407, DA Form 2407-1, or DA Form 5504, DA Form 5504-1 (Maintenance Request (Claims) and Continuation Sheets) 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:**

(4) The date of acceptance by the Government of a production engine shall be established by the date of the DD Form 250 of the vehicle. The date of acceptance by the Government for a spare engine shall be established by the date of Form DD Form 250 of the spare engine.

(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 55001 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 (Government or contract repair) provide labor/parts required to accomplish the warrantable repairs.

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

**d. Local WARCC will:**

(1) Verify, administer and process warranty claims to the TACOM WARCO (IAW DA PAM 788-750 and this TB).

(2) Act as a liaison between owning unit, the contractor, 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 shall not be applied unless authorized by TACOM.

**6. Warranty Data Plate.**

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

**b.** When the vehicle is received, the owning unit should locate the warranty data plate and check the warranty start date with 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 to 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 the local Warranty Control Office/Officer (WARCO) following the discovery of a defect in supplies which requires contractor repair and/or replacement parts. This shall constitute formal notification of a warranty claim and initiate the time period for contractor responsibilities and action under the warranty. This notification shall include, but not be limited to furnishing of the equipment serial number, operating hours, part number or NON of the defective part and circumstances surrounding the defect(s). At this time, the contractor will further be informed whether the owning unit has elected: (1) to correct the defect themselves or; (2) to direct the contractor to correct the defect. Upon completion of contractor repair forward completed warranty claims (Information Only) to TACOM. Additionally, the local WARCO will forward claims to TACOM utilizing DA Form 2407 or DA Form 5504 for any warrantable repairs (parts and/or labor) accomplished by the owning unit which requires contractor reimbursement to the Government. The owning unit must know what parts are covered under warranty. If a contractor repairs a part that is not covered by the warranty, then the owning unit must bear the cost.

**c.** The contractor shall reimburse the Government for the cost of labor and/or replacement parts involved in the Government correction of the defect. The cost of labor involved shall be computed at the rate of \$30.00 per hour multiplied by the number of labor hours in such services appearing in the contractor's flat rate time schedule manual or the Government's Maintenance Allocation Chart (MAC) which ever is less. Additionally, the cost of replacement parts obtained through the Government's supply channels will be determined by the amount identified in the contractor's current commercial dealer net price list. Furthermore, the owning unit may direct the contractor to provide the replacement parts that prove to be defective within the warranty period, without cost to the Government, directly to their location. The contractor shall furnish replacement parts within ten working days after receipt of written claim notification. Warranty claims where repair labor costs and replacement parts costs do not exceed \$150.00 for any one failure will not be initiated.

**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 or contractor. 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.** Invalid Warranty Claims. 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 will be required to make reimbursement for contractor services. All failed items returned for warranty claim action will be monitored by TACOM. Additionally, regarding contractor repair, the local WARCO must stipulate at the time of request for services that either no non-warranty work be done or be prepared to pay for such work.

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

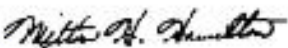
**9. Reporting.** Reporting or recording action on a failed item shall be as specified in DA PAM 738-750. Contractor or Repair Activity unique forms shall not be used.

**10. Storage/Shipment/Handling.**

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

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*  
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