

DEPARTMENT OF THE ARMY TECHNICAL BULLETIN
WARRANTY PROGRAM
FOR
Distributor, Liquid Bituminous
SEAMAN-MAXON, INC
MODEL BIT
 NSN 3895-01-314 5480
 Contract Number DAAE07-90-C-1450

Headquarters, Department of the Army, Washington, DC

27 February 1996

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 and Armaments Command, ATTN: AMSTA-IMMMAA, Warren, MI 48397-5000. A reply will be sent to you.

You may also provide DA Form 2028 information to TACOM via E-mail or datafax. Our fax number is DSN 786 6323. Our E-mail address is: amsta-mmaa@cc.tacom.army.mil

1. General. This bulletin provides implementation instructions for the Warranty on the Distributor, Liquid Bituminous, NSN 3895-01-344-5480. 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 Distributor or any U.S. Army Tank-automotive and Armaments Command (TACOM) equipment contact your local Warranty Control Office/ Officer (WARCO) or TACOM Logistics Assistance Representative (LAR). If /our WARCO or TACOM LAR is not available or if additional information is required, contact TACOM. The number to call is DSN 786-7393, COMMERCIAL (810) 574-7393. 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 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 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 or 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.

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

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. 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 Distributor, Liquid Bituminous, NSN 3895-013445480, CAGE 64559 P/N 26000000. The item is manufactured by Seaman-Maxon, Inc under contract # DAAE07-90-C-1450.

b. The contractor warrants the supplies are free from defects in material, and workmanship for a period of 12 months from warranty start date.

c. 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.

4. Contractor Responsibilities.

a. When the owning unit directs 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.

b. When the contractor receives written notification requiring contractor repair, they 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 (not to exceed usual commercial method) of the supplies to its facility and return to user.

c. 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 Distributor, Liquid Bituminous, is the U.S. Army Tank-automotive and Armaments 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 and Armaments
 Command
 ATTN: AMSTA-IM-MBP
 Warren, MI 48397-5000
 Telephone: (DSN) 786-7393
 Commercial (810) 574-7393

a. TACOM will:

(1) Verify, review, process and if valid and complete, submit claims (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/ close-out 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 or DA Form 2407-1 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 warranty claims to the local WARCO if the DA Form 2407 or DA Form 2407-1 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 (Government or contract repair) provide labor/parts required to accomplish the warrantable repairs.

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

d. Local Warranty Control Office (WARCO) will:

(1) Verify, administer and process warranty claims (IAW DA PAM 738-750).

(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/close-outs, 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.

f. Army Oil Analysis Program (AOAP). The manufacturer's 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. (if applicable).

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. Use DA Form 2407 and DA Form 2407-1 when filling a claim. It is very important to fill in the blocks on the forms as accurately as possible.

b. The contractor shall be notified in writing by the local WARCO, utilizing DA Form 2407 following the discovery of a defect in supplies. This shall constitute formal notification of a warranty claim. This notification shall include, but not be limited to furnishing the equipment serial number, contract number, part number or NSN of the defective part and circumstances surrounding the defect(s). Upon completion of contractor repair forward completed warranty claims (Information Only) to TACOM.

c. 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.

d. 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.

e. **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.

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

8. 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.

By Order of the Secretary of the Army



JOEL B. HUDSON
Acting Administrative Assistant to the
Secretary of the Army
01522

DENNIS J. REIMER
General, United States Army
Chief of Staff

9. **Storage/Shipment/Handling**

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

10. **Referenced Documents.**

- a. AR 700-139 The Army Warranty Program, Concepts and Policies
- b. DA Form 2402 Exchange Tag
- c. DA Forms 2407 and 2407-1, Maintenance Request (Claims) and Continuation Sheets
- d. DA PAM 738-750 Functional Users Manual for The Army Maintenance Management System (TAMMS).
- e. DD Form 250 Material Inspection and Receiving Report

To be distributed in accordance with DA Form 12-34-E, block 4593, requirements for TB 5-3895-370-14.

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