

DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

WARRANTY PROGRAM

FOR

FORKLIFT, ADVERSE TERRAIN,
10,000 LB. CAPACITY,
DIESEL ENGINE DRIVEN, MHE 268,
NSN 3930-01-298-5737

Contract Number FO9603-89-C-1091

Headquarters, Department of the Army, Washington, DC

19 February 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 48357-5000. A reply will be sent to you.

1. General. This bulletin provides implementation instructions for the Warranty on the Forklift, Adverse Terrain, 10,000 LB. Capacity, Diesel Engine Driven, MHE 268, NSN 3930-01-298-5737. 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 Forklift 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 hotline. The number to call is AUTOVON 786-7537, COMMERCIAL (313) 574-7537. The caller should be prepared to provide: (1) name, (2) AUTOVON 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. Defect. Any condition or characteristic of the part that is not in compliance with the requirements of the contract or that does not otherwise function or threatens not to function as intended.

d. Owning Unit. The Army unit authorized to operate, maintain and use the equipment.

e. Reimbursement. A written provision in this warranty in which the Government is reimbursed for using/support unit labor. No monies are directly reimbursed to the using/support units.

f. Repair. A maintenance action required to restore an item to serviceable condition without affecting the warranty.

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

h. Supporting Repair Facility. The repair activity authorized to accomplish warrantable repairs.

i. TACOM. U.S. Army Tank-Automotive Command. TACOM is the Major Subordinate Command that manages the 10,000 LB. Forklift, Adverse Terrain.

j. WARCO. Warranty Control Office/Officer which serves as the intermediary between the troops owning the equipment and TACOM. All warranty claim actions will be processed through the WARCO.

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

l. Warranty Claim. Action started by the Government for authorized warranty repair or reimbursement. This action begins by submitting a DA Form 2407, DA Form 2407-1, DA Form 5504, or DA Form 5504-1.

m. Warranty Expiration Date. The date the warranty is no longer valid. This date will be 12 months of operation from the warranty start date.

n. Warranty Period. Time during which the warranty is in effect.

o. Warranty Start Date. The acceptance date of the warranted item by the Government (DD Form 250, Block 21).

3. Coverage-Specific.

a. This bulletin applies to the Forklift, Adverse Terrain, 10,000 LB. Capacity, Diesel Engine Driven, MHE 268, NSN 3930-01-298-5737, CAGE 75755, manufactured by John Deere Dubuque Works, P.O. Box 538, Dubuque, Iowa 52004-0538, under contract F09603-89-C-1091.

b. Questions concerning warranty service may be obtained by calling the contractor at: (309) 765-3074.

c. The contractor's warranty shall apply to only those defects in supplies discovered by either the Government or the contractor within 365 days (one year) after acceptance.

d. In order for defects to be covered under warranty, they must be reported to John Deere's local dealers before owning units or repair facilities attempt repair. Failure to do so may void the warranty and the contractor will not honor reimbursement claims unless they authorize repair.

4. Items Not Covered by the Warranty. If a defect is caused by or falls within any of the following categories, it is not warrantable and a claim action should not be initiated:

a. Abuse, misuse or negligence

b. Accidents

c. Improper operation

d. Improper storage

e. Improper transport

f. Improper or insufficient maintenance service

g. Improper alterations or repairs

h. Defect discovered or occurring after warranty expiration (12 months of operation from warranty start date referenced in paragraph 3c).

5. Contractor Responsibilities.

a. If the owning unit determines that a defect exists in any of the supplies accepted by the Government, the owning unit shall notify the contractor of the defect, in writing, within 30 days after discovery of the defect. Upon notification of the existence of a defect, or if the contractor discovers a defect in accepted supplies, the contractor shall submit to the owning unit, in writing within 30 days, a recommendation for corrective actions, together with supporting information in sufficient detail for the owning unit to determine what corrective action, if any, shall be undertaken.

b. The contractor shall promptly comply with any warranty claim action(s) to correct or partially correct a defect, at no cost to the Government.

6. Government Responsibilities. The Major Subordinate Command for the Forklift 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: (AUTOVON) AV 786-7537
Commercial (313) 574-7537

a. Within 30 days after receipt of the contractor's recommendations for corrective action and adequate supporting information, the owning unit shall give the contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at the site of using activity or contractor's plant.

b. If the contractor does not comply with the owning units written notice the owning unit may:

(1) Correct the supplies.

(2) Replace the supplies. If the contractor fails to furnish timely disposition instructions, the units may dispose of the nonconforming supplies for the contractor's account upon disposition instructions from TACOM, or after 30 days, in which case the Government is entitled to reimbursement from the contractor for the reasonable expenses of care and disposition as well as for excess costs incurred or to be incurred.

c. 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 acknowledgement/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,

d. Equipment owning unit will:

(1) Identify defects and verify the defects are warrantable.

(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 (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.

e. Supporting repair facility will:

(1) Identify defects as warrantable (if owning unit has not already identified them). Verify defects 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.

(5) Depending on which repair option was chosen, provide labor as required to accomplish the warrantable repairs.

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

f. Local Warranty Control Office (WARCO) will:

(1) Verify, administer and process warranty claims to the TACOM WARCO.

(2) Act as a liaison between owning unit, the manufacturer, supporting repair facility and TACOM. Also reports all warranty claims to the local John Deere dealer (see paragraph a., Coverage-Specific),

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

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

7. Army Oil Analysis Program (AOAP). The manufacturers 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.

8. Alterations/Modifications. Alterations/modifications shall not be made unless expressly authorized or directed by TACOM.

9. Nullification. Warranty provisions do not apply to defects, failures or damage resulting from any of the categories as listed in paragraph 4, page 2 of this bulletin.

10. Claim Procedures. The procedures for reporting warranty claims are found in DA PAM 738-750 and this bulletin. Responsibilities of the MACOM are found in DA

PAM 738-750. 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. All forms should be processed in accordance with directives in DA PAM 738-750. Double check to make sure any defective parts are covered by the warranty before taking them to a dealer or contractor facility.

11. Reimbursement. Government labor, monies expended and deemed the contractor's responsibility for reimbursement, will not be reimbursed directly to the owning unit, supporting repair facility or WARCO. The contractor will reimburse the Government by submitting monies to: TACOM, ATTN: AMSTA-EFD, Warren, MI 48397-5000. Do not submit reimbursable warranty claims to TACOM when parts and labor amount to less than \$150.00 for any one failure.

12. Claim Denial/Disputes. All warranty claim negotiations and/or disputes will be between TACOM and John Deere Dubuque Works, Dubuque, Iowa. If the repair is

found to be non-warrantable, due to abuse or improper maintenance, the unit may be required to make reimbursement to TACOM.

13. Reporting. Reporting or recording action on a failed item shall be as specified in DA PAM 738-750 or DA PAM 738-751. Contractor 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 up to the amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this clause (without regard to the F.O.B. (Free On Board) point or the point of acceptance) to the contractor's plant and return to the place of delivery.

c. Handling. The contractor shall bear the responsibility for the supplies while in transit.

APPENDIX A
John Deere Dealership Locations for Warranty Work

<u>Army Location</u>	<u>Nearest John Deere Dealership</u>
Fort Bragg	R.W. Moore Equip Co P.O. Box 64879 Fayetteville, N.C. 28306 TEL: (919) 772-2121
Fort Campbell	Ferrow Machinery Corp. 1031 White's Creek Pike Nashville, TN 37207 TEL: (615) 226-7800
Fort Ord	Reed Equip Co. P.O. Box 10138 2644 South Railroad Ave. Fresno, CA 93725 TEL: (209) 264-7333
Fort Drum	Five Star Equip Inc. 6236 Thompson Rd. Syracuse, NY 13206 TEL: (315) 434-9202
Fort Lewis	Smith Tractor & Equip Co. 3606 20th St. East Tacoma, WA 98424 TEL: (206) 922-871 8
Schofield Barracks	AMFAC Dist Hawaii, Inc. 2846 Awaawaloa St. Honolulu, HI 96819 TEL: (808) 833-0511
Fort Richardson	Craig Taylor Equip Co. 733 E Whitney Road Anchorage, AK 99501 TEL: (907) 276-5050
Baltimore, MD	The Milton James Co. 8411 Pulaski Highway Baltimore, MD 21237 TEL: (301) 687-1700

APPENDIX A (cont)

<u>Army Location</u>	<u>Nearest John Deere Dealership</u>
Hagerstown, MD	Powler Equip Co., Inc. 1502 Salem Ave. Hagerstown, MD 21740 TEL: (301) 797-6000
Aberdeen, MD	The Milton James Co. 8411 Pulaski Highway Baltimore, MD 21237 TEL: (301) 687-1700
Saudi Arabia	Express Contracting & Trading Kilo 14, Medina Rd. Jeddah 21461 Saudi Arabia TEL: 011-966 (2) 6829454 or (2) 6829464
	Saudi Arabian Engineering Co., Ltd. (SAECO) Head Office Al Khobar Kleenex Road 31932 Khahran Saudi Arabia TEL: 011-966 (3) 8570291 or 8579519

By Order of the Secretary of the Army:

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

Official:

PATRICIA P. HICKERSON
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