

DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

WARRANTY PROGRAM

FOR

TRUCK, LIFT, FORK, VARIABLE REACH,
ROUGH TERRAIN, 6,000 LB, DED,
SKYTRAK MODEL 6000M,
NSN 3930-01-158-0849

Contract No. DAAE07-88-C-JO04

15 October 1989

Reporting Errors and Recommending Improvement

You can help improve this Technical Bulletin. If you find any mistakes, or if you know of a way to improve the procedures, please let us know. Mail your letter, 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 furnished to you.

1. General. This Technical Bulletin is intended to clarify the warranty program for the Truck, Lift, Fork, Variable Reach, Rough Terrain, 6,000 LB, DED, SKYTRAK Model 6000M. It describes the warranty coverage, how to file a warranty claim, and the related responsibilities of the contractor, Government and Owning Units. For additional information on the Lift Truck 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 TACOM hot line. The number to call is AUTOVON 786-7430, Commercial (313) 574-7430. The caller should be prepared to provide: (1) name, (2) AUTOVON and commercial numbers, (3) complete unit designation, (4) identification of vehicle including serial

number(s), (5) a brief description of the problem and (6) the contract number.

2. Explanation Of Terms.

a. Abuse. The improper use, repair or handling of warranted items that may cause the warranty to become void.

b. Acceptance. The execution of the acceptance block and the signing of DD Form 250, Materiel Inspection and Receiving Report, by the authorized Government representative.

c. Acceptance Date. The date the equipment is accepted into the Army's inventory upon the signing of the

DD Form 250 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. The contractor for the SKYTRAK Model 6000M is TRAK INTERNATIONAL, 369 Western Ave, Port Washington, WI 53074.

e. Correction. The repair and/or replacement and/or redesign of defective supplies.

f. Defect. Any condition or characteristic in any supplies or services furnished by the contractor that is not in compliance with the requirements of 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. Predicted Failure Rate. The failure rate as established in the Provisioning Master Record (PMR) at the time the first vehicle is shipped.

i. Reimbursement. A provision in a warranty which allows the Government to make the necessary repairs with or without prior approval of the contractor and will be reimbursed for the repair parts and/or labor costs.

j. Repair. To restore an item to serviceable condition without affecting the warranty.

k. Repairable. An item that may be reconditioned or economically repaired for reuse when it becomes unserviceable.

l. Repair Activity. The activity authorized to perform repairs IAW the Maintenance Allocation Chart (MAC).

m. Supplies. In the case of defects, all assemblies, sub-assemblies and parts as identified in the applicable Maintenance Allocation Chart (MAC) under the Depot (D Level) or General Support (H Level) Maintenance Categories. In the case of "systemic defects", all vehicle parts.

n. Systemic Defect. Any condition or characteristic in the supplies that is not in compliance with all requirements of the contractor that does not otherwise function, or threatens not to function as intended and which necessitates, at the Government's election, corrective action on a systemic basis from among the end items previously accepted to be determined by TACOM. Systemic defects will be determined by TACOM.

o. WARCO. The local Warranty Control Office which serves as the intermediary between the user and TACOM. All warranty claim actions will be processed through the WARCO.

p. Warranty. A written agreement between a contractor and the Government which outlines the rights and obligations of both parties for correcting defective supplies.

q. Warranty Claim. Action started by the Government for authorized warranty repair or reimbursement.

r. Warranty Period. The time during which the warranty is in effect, as identified on the warranty data plate.

s. Warranty Start Date. The date the warranty is put into effect.

3. Coverage-Specific.

a. This bulletin applies to the Fork Lift Truck, Variable Reach, Rough Terrain, 6,000 Lb, DED, SKYTRAK Model 6000M, CAGE 3Y949, NSN 3930-01-158-0849, manufactured by TRAK International, Port Washington, WI, under contract DAAE07-88-C-JO04.

b. 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 date of acceptance. The warranty is limited to components that are replaceable or repairable at General Support (GS) and Depot (D) level.

c. Additionally, if a systemic defect occurs during the warranty period that impairs personnel safety or otherwise deadlines the end item, the contractor agrees to extend the terms of the warranty for a period of time equal to the time from formal notification of claim until the time required to complete the necessary corrections.

4. Contractor Responsibilities.

a. The contractor shall be notified verbally with confirmation in writing (DA Form 2407 or DA Form 5504) or notified in writing following discovery of defect or systemic defect in the supplies. This shall constitute formal notification of warranty claim and initiate the time period for contractor responsibility and action under this warranty clause. At this time, the contractor will further be informed whether the Government has elected:

(1) to correct the defector systemic defect itself
or;

(2) to direct the contractor to correct the defect or systemic defect.

b. 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, Free on Board (F. O. B.) repair location, new supplies to replace any that prove to be defective including those incidental to the removal and replacement of the defective supplies within the warranty period. The contractor shall furnish replacement parts within ten (10) working days after receipt of verbal or written claim notification.

c. When the Government has directed the contractor to correct the supplies, the contractor will furnish all material required to correct the defects. The contractor will provide the copy of the work order to the using unit which as a minimum will identify the:

- (1) specific defect(s)
- (2) corrective action
- (3) all parts required
- (4) labor hours used
- (5) serial number of the end item

d. 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 dealer's facility. In this regard he shall advise the equipment using activity verbally at least 48 hours prior to correction, and the U.S. Army Tank-Automotive Command, AMSTA-MM, in writing within 5 days after formal notification of claim with the following information:

- (1) the repair facility
- (2) location of facility
- (3) the time frame in which the defect(s) will be corrected
- (4) what dealer or individual(s) will perform the work

Should the contractor fail to accomplish required warranty corrections within 10 working days after formal notification of warranty claim, 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. If the Government directs the contractor to correct the defect or systemic defect, the contractor shall have the option (a) to correct the defect in the field or (b) return the end item or parts to the contractor's plant, branch or dealer facility for correction. When the contractor corrects the defect or systemic defect, the contractor shall be responsible for all necessary disassembly and reassembly and all costs thereof. When the contractor returns the end item or parts to the contractor's plant, branch, or dealer facility for correction, the contractor shall arrange and bear all transportation costs to the contractor's plant, branch or dealer facility and return. Repairs shall be completed within 10 working days after receipt of notification of claim, except as the Government and contractor otherwise agree to in writing.

5. Government Responsibilities.

a. The U.S. Army Tank-Automotive Command (TACOM), Warranty MI is responsible for managing and implementing this warranty. The TACOM Point of Contact is:

Commander
U.S. Army Tank-Automotive Command
ATTN: AMSTA-MM
Warranty, MI 48397-5000
Telephone: AV 786-7430,
Commercial (313) 574-7430

b. The Government may provide the replacement parts for the defective supplies through its own supply channels and be reimbursed by the contractor for the cost of replacement parts. The cost of non GS/Depot parts incidental to the removal and replacement of the GS/Depot parts shall also be reimbursed.

c. If the Government elects to correct the defector systemic defect, the contractor shall reimburse the Government for the cost of labor involved in the correction, inclusive of the cost of the end item disassembly and reassembly. The cost of labor shall be computed at the rate of \$22.00 per hour multiplied by the number of labor hours or portions thereof for such services in the contractor's flat rate time schedule manual. The Government retains the defective part(s) for at least 30 days after warranty claim notification so the contractor may evaluate the cause of or existence of the defect(s). The removal and replacement labor for parts at maintenance levels below GS (H Level) for supplies which require repair at D or H level will also be reimbursed.

d. WARCO Responsibilities.

The WARCO:

(1) Establishes local procedures to control and handle Warranty Claim Actions (WCAS).

(2) Receives, verifies, administers, processes and distributes WCAS.

(3) Acts as the point of contact for the TACOM and the Army field units.

(4) Controls shipments of items for warranty work.

(5) Reports on WCAs.

e. 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.

f. Alterations/modifications. Alterations and modifications to the end item shall not be made unless authorized or directed in writing by the U.S. Army Tank-Automotive Command, AMSTA-MVM, Warren, MI 48397-5000.

6. Warranty Data Plate.

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

(2) When the vehicle 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. If these dates differ, disregard the data plate. The date shown on the DD Form 250 is the date to be used as a warranty start date.

7. Nullification. Warranty provisions do not apply to defects or failures resulting from:

a. Improper Government installation, operation, or maintenance of item(s) under warranty.

b. Unauthorized Government modification and/or repair.

c. Failure to perform scheduled maintenance or services.

d. Combat damage.

e. Accident damage unless caused by failure of a warranted item,

f. Acts of God.

g. The Government's use of unapproved supplies.

h. Misuse or abuse of supplies.

i. Subversion, riots, vandalism, sabotage or fire/explosion from sources external to the warranty items.

j. Failure to perform proper maintenance or service.

8. Claim Procedures.

a. The procedures for reporting Warranty Claim Actions (WCAS) are for all levels of maintenance operating under the Standard Army Maintenance System (SAMS). WCAS are processed on DA Form 5504 and DA Form 5504-1. For those units not operating under SAMS, use DA Form 2407 and DA Form 2407-1 in accordance with DA PAM 738-750 and AR 700-139 and this TB. The DA Form 2407 (or other service form) must show the serial number, contract number, date of manufacture, UIC, description of failure and repairs made, all parts used, and labor. Labor hours will be clearly identified as military, civilian, or contract civilians. Also, be sure to print your name, telephone number and the shipping document number in block 16a of DA Form 2407 and block 24a on DA Form 5504.

b. The contractor shall reimburse the Government by submitting monies monthly to TACOM, ATTN: AMSTA-EFD, identified by claim number, Unit Identity Code (UIC) of each claim, date of each claim, total dollars (broken out between parts and labor) and contract number(s). Checks shall be made payable to "Finance and Accounting Officer, USATACOM."

c. 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 the existence of the defect(s). If the contractor does not choose to inspect the supplies within the 30 day period, the Government will dispose of defective supplies. The above information does not relieve the contractor of his responsibility to immediately initiate the warranty corrective action when notified by the Government of a warranty claim. Also, such inspection does not preclude the Government from immediately initiating correction.

9. Claim Denials/Disputes. All denials and disputes will be handled by the U.S. Army TACOM, Warren, MI 48397-5000.

11. Storage/Shipping/Handling.

a. Storage. Storage of these vehicles does not affect the warranty coverage. The warranty start date begins from the date of acceptance as defined in paragraph 2.b and expires 18 months thereafter, unless extended as a result of causes discovered in paragraph 4.d above.

b. Shipping. If directed by the Government to provide replacement parts/supplies under the warranty, the contractor will bear the cost of shipment F.O.B. to the repair location. The contractor will also bear the cost of shipment for any defective end items, or parts thereof, which are shipped to the contractor's plant, branch or dealer facility and return.

c. Handling. Not applicable.

By Order of the Secretary of the Army:

Official:

WILLIAM J. MEEHAN II
Brigadier General, United States Army
The Adjutant General

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

Distribution:

To be distributed in accordance with DA Form 12-25F, Operator, Unit, and Direct Support and General Support maintenance requirements for Fork Lift, 6000 Lb Capacity, Rough Terrain, Pneumatic Tire, Diesel (Model MHE-200, 202 and 222.)

