

DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

WARRANTY PROGRAM
FOR
ROUGH TERRAIN CONTAINER HANDLER (RTCH)
RT 240; 53,000 LB CAPACITY; 4X 4
(NSN 3930-01-473-3998)

REPORTING ERRORS AND RECOMMENDING IMPROVEMENTS

You can help improve this bulletin. If you find any mistakes or if you know of a way to improve the procedures please let us know. Submit your DA Form 2028 (*Recommended Changes to Publications and Blank Forms*), through the Internet on the Army Electronic Product Support (AEPS) website. The Internet address is <http://aeeps.ria.army.mil>. If you need a password, scroll down and click on "ACCESS REQUEST FORM". The DA Form 2028 is located in the ONLINE FORMS PROCESSING section of the AEPS. Fill out the form and click on SUBMIT. Using this form on the AEPS will enable us to respond quicker to your comments and better manage the DA Form 2028 program. You may also mail, fax or e-mail your letter, DA Form 2028 direct to AMSTA-LC-CI/TECH PUBS, TACOM-RI, 1 Rock Island Arsenal, Rock Island, IL 61299-7630. The e-mail address is TACOM-TECH-PUBS@ria.army.mil. The fax number is DSN 793-0726 or Commercial (309) 782-0726.

1. General. This bulletin provides implementation instructions for the warranty on the Rough Terrain Container Handler (RTCH), 53,000. It contains instructions for obtaining services and/or parts covered under warranty. This bulletin also describes methods of processing warranty claims. For additional warranty information on the RTCH, 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 the TACOM RTCH Program Manager. The number to call is DSN 786-5677, COMMERCIAL (810) 574-5677. The caller should be prepared to provide (1) name, (2) DSN and commercial telephone numbers, (3) complete Unit Identifier Code (UIC), (4) identification of the vehicle to include engine serial number(s), (5) a brief description of the problem, and (6) the contract number (see paragraph 3b.).

2. Explanation of Terms.

a. Abuse. The improper use, maintenance, repair or handling of warranted items that cause the warranty of those items to become not applicable under warranty conditions.

b. Acceptance. The execution of the acceptance block and signing of the DD Form 250 by an authorized government representative, unless the RTCH is placed in storage, in which case acceptance shall mean the date that the vehicle is placed in service.

c. Acceptance Data. The date an item of equipment is accepted into the Army inventory by the execution of the acceptance block and signing of the proper 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 parts and services.

e. Correction. The elimination of a defect.

f. Defect. Any condition or characteristic in any parts furnished by the contractor that does not function

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(s) or assembly that may affect safety.

(2) Service Recall. An item is recalled to repair or replace a defective part(s) or assembly that does not affect the safe use of this item.

i. Owning Unit. The Army unit authorized to operate and maintain the equipment.

j. Reimbursement. A written provision in this warranty in which the using/support unit may make the necessary repairs with prior approval from the contractor.

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

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

m. Local Warranty Control Office/ Officer (WARCO). Serves as the intermediary between the troops owning the equipment and the local dealer, contractor, or manufacturer. All warranty claims 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 parts.

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 for the RTCH will be 12 Months from the Government acceptance date (DD Form 250, Block 21A) or

one thousand (1000) cumulative hours of operation, whichever occurs first.

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

r. Warranty Start Date. The date the warranty is put into effect (government acceptance).

3. Coverage-Specific.

a. The following conditions must be met in order for this warranty to apply. It is the responsibility of the owner to ensure that the conditions below are fulfilled:

(1) The local Kalmar representative must carry out a delivery inspection, where this is required, according to the delivery conditions.

(2) The product must be operated and maintained strictly in accordance with the instruction manual and technical manuals.

(3) Only original spare parts supplied, or approved for use by Kalmar RT will be used in the maintenance of the product as identified in the vehicle manuals.

(4) Replaced parts must be kept available for inspection until the warranty claim is finally settled.

(5) All defects under this warranty must be submitted in writing (electronic or hard copy) using the approved form to an authorized dealer or service agent of Kalmar, within the period of time specified below.

b. This bulletin applies only to the Rough Terrain Container Handler (RTCH), 53,000 Lb., Model No. RT 240, NSN 3930-01-473-3998. Kalmar RT Center under contract number DAAEO7-00-D-T021 manufactures this item. The RTCH model and serial numbers are located on the data plate. The warranty remains valid for a maximum of 12 months from the date of delivery (in service date) of the product to the original purchaser or one thousand (1000) cumulative hours of operation, whichever occurs first. If the product is not placed in service (stored) at time of delivery, the warranty shall expire within 12 months of being placed in service or 18 months from delivery date of the product from Kalmar whichever occurs first. This warranty applies to the original purchaser and any subsequent owner who acquires the

product within 6 months of the date of delivery, but cannot be further transferred.

c. The warranty is limited to the components and parts that are replaceable or repairable at General support (GS) level. Parts that are replaced or repaired under this warranty will also be warranted for a period of six months from the date of replacement or repair or until the expiration of the 12 months as specified above.

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, insufficient or unauthorized maintenance service
- (7) Improper alterations or repairs
- (8) Defect/failure discovered or occurring after warranty expiration date
- (9) Normal wear and tear
- (10) Use of spare parts not authorized by Kalmar
- (11) Tire equipment and other consumable parts unless it can be established that such part were defective at the time of delivery to the original owner.

e. Under all circumstances the liability of Kalmar for any damages shall be limited to the purchase price of the product.

4. Contractor Responsibilities.

a. When the contractor receives written notification requiring repair, they will have the option:

- (1) To correct the failures/defects in the field, or
- (2) Have the RTCH or parts returned to the contractor's designated facility or authorized distributor/dealer for correction.

b. When the contractor corrects the warranted defect, parts and labor involved shall be paid by the contractor. The contractor will arrange and pay all transportation costs of the supplies to its facility and return to user.

c. All warranty claims will be processed by Kalmar RT within 15 days of a claim. If the claim is approved for payment as filed, the transaction will be completed within a total of 20 days. If additional information is needed or partial approval/rejection of the claim occurs, the filing party will be notified within 10 days of the claim being received.

d. Kalmar will provide replacement parts for warranty issues within 5 workdays after receipt of written claim notification.

e. The contractor has the right to inspect any defective machine/part before and after repair. If the contractor wishes to inspect the machine/part prior to the repair, they can do so within 5 days of the initial notification. If for any reason they need to inspect the machine after the repair, they may inspect the vehicle up to 1 week after completion of repairs.

5. Government Responsibilities.

The Major Subordinate Command for Rough Terrain Container Handler (RTCH) is the U.S. Army Tank-automotive and Armament Command (TACOM), Warren, MI 48397-5000. TACOM is responsible for managing and implementing the warranty.

Warranty claims shall be reported to the TACOM RTCH Program Manager:

**Commander
US Army Tank-automotive and
Armaments Command
ATTN: AMSTA-DSA-FP-CE
Warren, MI 48397-5000**

**Telephone: DSN 786-5677
Commercial: (810) 574-5677**

a. TACOM RTCH Program Manager will:

- (1) Verify, review and process warranty claim actions.
- (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 data for incomplete claims.
- (4) Provide warranty claim information to the local WARCO as appropriate.
- (5) Insure that the contractor performs in accordance with the terms of the contract.

b. Equipment owning unit will:

(1) Identify defects/failures and verify that the defects/failures are warrantable.

(2) Submit warranty claims, using DA Form 2407, DA Form 2407-1, (Maintenance Request Claims and Continuation Sheets) through channels to the supporting repair facility.

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

(4) During the RTCH warranty period, the Government is responsible for the cost of routine mechanical adjustments and consumable parts unless it can be established that such part(s) was defective at the time of delivery to the original purchaser. Consumable parts consist of; lubricating oil, antifreeze, filter elements, hoses, belts, etc.

c. Supporting repair facility will:

(1) Identify and verify defects/failures as warrantable (if owning unit has not already identified them).

(2) Report all defects as soon as possible, but not later than 14 days after the owner first discovered such defect (or should have discovered the defect) and claimed within two months. Any reported defect shall be inspected and confirmed by technical personnel from an authorized dealer or service agent of Kalmar's, unless otherwise agreed to in writing.

(3) Review, process, and submit valid warranty claims to the local WARCO if the DA Form 2407, Form 2407-1, is complete and correctly filled out.

(4) Reject invalid warranty claims or request additional information for incomplete claims.

(5) Provide labor as required to accomplish the warrantable repairs, if the contractor directs repairs to be accomplished by the owning unit (see paragraph 6c.).

(6) Tag and retain (IAW DA PAM 738-750 and this TB) all parts and pieces of parts and/or assemblies removed as a result of the warrantable defect/failure and/or correction. The removed part shall be tagged by machine serial number or registration number and held for up to 45 days. If the part(s) is required to be returned to the contractor, Kalmar RT will send a "call" box from UPS for the part to be returned. Kalmar

RT will pay all freight to return the suspect part if it is required to rule on the warranty claim. In many cases Kalmar RT will inform the user to destroy or dispose of the part locally.

d. Local Warranty Control Office (WARCO) will:

(1) Verify, administer, and process warranty claims to the TACOM RTCH Program Manager (IAW 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. Army Oil Analysis Program (AOAP).

The manufacturer's lubrication and service intervals must be followed. Only after the warranty has expired does 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 are in DA PAM 738-750.

f. Warranty Data Plate. All vehicles will have a warranty data plate. The data plate be mounted in clear view of the operator. 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 DD 250 Form or DD Form 1149. If dates differ, disavow the data plate. The Date on DD Form 250 or 1149 is date to use as the warranty start date.

g. Alterations/Modifications. Alterations/modifications shall not be applied unless authorized by the TACOM RTCH Program Manager.

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 (The Army Warranty Program, Concepts and Policies). For all levels of maintenance operating under the Standard Army Maintenance System (SAMS), Warranty

Claim Actions are processed on 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 by the local Warranty Control Office/Officer (WARCO) through the TACOM RTCH Program Manager following the discovery of a defect in supplies which requires contractor repair and/or replacement parts. This shall be considered formal notification of a warranty claim and start the time period for contractor responsibilities and action under the warranty. This notification shall include, but not be limited to, the equipment serial number, operating hours, part number or NSN of the defective part and circumstances surrounding the defect(s).

c. At the time of receipt of written notification, the contractor will determine whether the owning unit will:

- (1) Correct the defect themselves or;
- (2) The contractor will correct the defect.

d. If the contractor authorizes the unit or an approved third party to conduct the repairs, Kalmar RT will issue the unit a Repair Authorized Approval Code (RAAC). This RAAC must be cited in any subsequent claims to the contractor for reimbursement. All work implemented under this warranty must be performed according to the appropriate technical manual.

e. Upon completion of repair, the owning unit will forward completed warranty claims information to TACOM. The local WARCO will forward claims to TACOM using DA form 2407 for any warrantable repairs (parts and labor) accomplished by the owning unit which requires contractor reimbursement to the government.

f. The contractor shall reimburse the government for the cost of labor and/or Kalmar RT approved replacement parts involved in the contractor authorized government correction of the defect. Warranty claims for reimbursement, where repair labor costs and replacement parts costs combined exceed \$100 value needs to be pre-approved by Kalmar. After approval, a level of effort will be agreed to, prior to the start of repairs. The cost of labor will be computed at the

rate of \$46.00 per hour, up to the approved time to repair/replace as stated in the MAC.

g. Identification of failed items. Failed warranty items shall be tagged/identified by machine serial number or registration number to prevent improper repair or use. Documents that describe the use of DA Form 2402 Exchange Tag and DA Form 2407 Maintenance Request shall be referenced. Items requiring special handling, storage or shipment during the processing of claims shall be identified.

h. Disposition. The repair activity shall retain defective parts for 45 days following receipt of acknowledgment of a warranty claim from TACOM or the contractor. If receipt of acknowledgment is not received, inquiries should be made to the TACOM RTCH Program Manager through your local WARCO. If receipt of acknowledgment is received but no instructions are forthcoming within 45 days of receipt, parts may be disposed of.

i. Replaced Parts. When replaced parts are required to be returned to Kalmar, the return will be arranged and paid for by Kalmar. Any defective parts that are replaced become the property of Kalmar.

j. Invalid Warranty Claims. When parts inspected by the contractor are found to be non-warrantable due to abuse or improper maintenance, 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 the TACOM RTCH Program Manager.

7. Claim Denial/Disputes. All denials or disputes will be handled by the TACOM RTCH Program Manager.

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/Shortage.

a. Storage. Not applicable.

b. Shipment. See paragraph 4b.

c. Handling. Not applicable.

d. Shortage. Not applicable.

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10. Reimbursement for Army Repair. The contractor shall forward payment quarterly, for all reimbursable warranty claims submitted by the Government during the previous quarter.

Payments shall be sent to:

Commander

**US Army Tank-automotive and
Armaments Command**

ATTN: AMSTA-LC-AF-BU

Warren, MI 48397-5000

Make checks payable payable to:

Treasurer of the United States

The payment shall be accomplished by a statement identifying the user's warranty claim number, Unit Identification Code (UIC) of each claim, date of each claim, amount of each claim broken out by parts and labor, and contract number(s).

By Order of the Secretary of the Army:

Official:



JOEL B. HUDSON

*Administrative Assistant to the
Secretary of the Army*

0120609

ERIC K. SHINSEKI
*General, United States Army
Chief of Staff*

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