

Department of the Army Technical Bulletin

WARRANTY PROGRAM

for

AIR CONDITIONER, HORIZONTAL COMPACT,

36, 000 Btu/Hr

MODEL 3864

NSN: 4120-01-219-8759

**Headquarters, Department of the Army
Washington, D.C.**

9 JANUARY 1992

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1. GENERAL. The purpose of this technical bulletin is to outline the procedures for identifying warranted items of the air conditioner. This bulletin defines a material and workmanship warranty for the equipment described within this document.

2 EXPLANATION OF TERMS. The definitions that apply to this Warranty Technical Bulletin can be found in Appendix A.

3. COVERAGE. The contractor, Applied Companies, guarantees the air conditioner as described within Table 1-1 and all parts thereof, at the time of acceptance or delivery, to be free from all defects in material and workmanship for 24 months from acceptance date. Expendable items such as filters (air, fuel and oil), or any expendable items provided as part of spares, are not covered under the warranty on this contract.

*This manual supersedes TB 5-4120-389-24, dated 30 August 1990.

Table 1-1. Covered Item.

Nomenclature:	Air Conditioner, Horizontal Compact, 36000 Btu/Hr
Line Item Number:	A24763
Model Number:	3864
NSN:	4120-01-219-8759
Manufacturer and Part Number:	Applied Companies San Fernando, CA 91340
Part Number:	FSCM: 54080 3790
Serial Numbers:	0001 through 1336
Contract Number:	DAAK01-85-D-B013
Coverage Period:	24 months
Type of Coverage:	Material and Workmanship

4. CONTRACTOR RESPONSIBILITIES. The contractor is responsible for providing repair or replacement of warranted items as prescribed by this Technical Bulletin upon receipt, within the warranty period, of a properly completed Material Deficiency Report (MDR) along with the hardware to be repaired or replaced.

a. The contractor shall repair or replace all defective parts within 20 days of receipt as above provided, or within such additional time as the contractor and contracting officer shall agree is reasonable under all circumstances.

b. If the contractor fails to accomplish the repair or replacement within the prescribed time limits, the government may procure the required parts from another source and the contractor shall be responsible to reimburse the government the costs of such procurement. (As well as reasonable labor charges to effect the repair) - In such event, the contractor may retain the items which were returned and not timely repaired or replaced.

c. If the government determines that a defective warranted item is within the maintenance capability of the user, but is within the responsibility of the contractor as prescribed herein, the user may proceed to repair or replace. Any parts which are shown to

be defective at the time of delivery, may be returned to the contractor for replacement and the contractor will replace them at no cost to the government.

5. GOVERNMENT RESPONSIBILITIES. Using units are responsible for reporting failures to: U.S. Army Troop Support Command, 4300 Goodfellow Blvd., ATTN: AMSTR-MOF, St. Louis, MO 63120-1798, DSN 693-2249, CMCL (314) 263-2249, FAX DSN 693-1836, CMCL (314) 263-1836.

a. **Government Maintenance.** Using units are allowed to perform troubleshooting, preventive maintenance and replacement of defective components as authorized by Technical Manual TM 9-4120389-14 and the Maintenance Allocation Chart included in that manual.

b. **Owning Unit Responsibilities.** The Government shall be responsible for notifying the Contractor of any defective or nonconforming items. In all situations when repair or replacement requires transportation of the nonconforming or defective item(s), shipping cost from the original line item delivery point to the Contractor's plant and return shall be at the expense of the Government. Transportation costs from other than the original delivery point shall also be at the expense of the Government.

(1) On items used within the Continental 48 states of the United States and the District of Columbia, the guarantee shall include the furnishing of new or repaired items to replace any that prove to be nonconforming and/or defective within the warranty period.

(2) On items outside the Continental 48 states of the United States and outside the District of Columbia, the guarantee shall include the furnishing of new or repaired items to replace any that prove to be nonconforming and/or defective within the warranty period. Such items shall be delivered via air by the Contractor to the destination designated by the Government. The Government shall be responsible for transportation costs not to exceed the greater of F.O.B. Contractor's plant or the original line item destination, whichever is more advantageous to the government. Return of defective items to the Contractor shall be at the option and at the expense of the Government.

c. **Warranty Control Office (WARCO).** The WARCO shall serve as an intermediary between the troops owning the equipment and the contractor. All

warranty claim actions shall be processed through the applicable WARCO as defined in Appendix B.

d. Army Oil Analysis. Not applicable.

e. Alterations / Modifications. Alterations and/or modifications shall not be made unless expressly authorized or directed by: U.S. ARMY TROOP SUPPORT COMMAND, 4300 GOOD-FELLOW BLVD., ATTN: AMSTR-ME, ST. LOUIS, MO 63120-1798. AUTOVON 693-9385, CMCL (314) 263-9444.

6. DESIGN/PERFORMANCE SPECIFICATIONS. Not applicable.

7. NULLIFICATIONS TO WARRANTY. This warranty does not apply to equipment performance deficiencies attributable to:

a. Installation, utilization or operation not in accordance with the operating instructions and technical data provided with the unit.

b. Operation, repair or alteration by individuals not trained in proper operation or maintenance of the unit.

c. Repairs with, or an addition of, items not /supplied by or approved by Applied Companies.

d. Failure to perform operation and maintenance in accordance with Technical Manual TM 9-4120-389-14 and the Maintenance Allocation Chart included in that manual.

e. Any abuse or misuse of the equipment.

e. Damage caused by combat conditions.

8. ABUSE DETERMINATION. Abuse of the equipment defined within this bulletin shall be defined as any improper use, repair, or handling of the warranted items.

9. CLAIMS PROCEDURES. DA Forms 2402 (Exchange Tag) and 2407 (Maintenance Request) shall be used by the field in reporting warranty claim actions. The purpose of these forms is for the seller to repair or replace any defective part so the equipment

can be returned to an operational readiness mode. Warranty claims from using field units shall be forwarded to the TROSCOM Customer Feedback Center AMSTR-MOF, which will initiate Warranty Claim Actions (WCAs) for warranted items, and Quality Deficiency Report(s) (QDRs) for a systematic failure in accordance with DA PAM 738-750. Upon receipt of these forms, TROSCOM will initiate and forward an MDR to the Contractor.

a. **Identification of Failed Item.** All failed warranty items shall be tagged/identified to prevent improper repair or use. All failed items shall be tagged using DA Form 2402, Exchange Tag, and DA Form 2407, Maintenance Request, will be completed in accordance with DA Pam 738-750.

b. **Disposition.** In the event of a failed warranty item, all procedures for handling, repair, and evacuation of the failed item shall be as determined by the applicable WARCO.

c. **False Returns.** If items are returned to the Contractor that are found to be serviceable, nullified in accordance with paragraph 3.1, or it is determined that the failure was not subject to the guarantee set forth, then the contract price will be equitably adjusted.

d. **Reimbursement for Army Repair.** Refer to paragraph 4. for definition of contractor reimbursement for Army repair.

e. **Claims / Denials / Disputes.** In the event the Contractor denies or disputes a warranty claim, the claim shall be referred to the WARCO who initiated the warranty claim for final disposition.

f. **Reporting.** Reporting or recording action on a failed item shall be as specified in DA PAM 738-750.

10. STORAGE/SHIPMENT/HANDLING. Storage and handling of the equipment or its components shall be as prescribed in applicable Technical Manual TM 9-4120-389-14. Instructions for shipment of components will be provided by the TROSCOM Warranty Control Officer. No shipment shall be made without direct authority from the WARCO.

APPENDIX A

TERMS

1. Abuse. The improper use, repair, or handling of warranted items such that the warranty may become void.

2. 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.

3. Alterations/Modifications. Any alteration after production such as retrofit, conversion, remanufacture, design change, engineering change and the like.

4. Defect. Any condition or characteristic in any supplies or services furnished by the contractor under the contract that is not in compliance with the requirements of the contract.

5. Failed Item. A part, component, or end item that fails to perform its intended use.

6. False Return Rate. The return of suspected defective warranty items to the manufacturer that are eventually determined to be serviceable.

7. Reimbursement. A written provision in a warranty contract whereby the user may make the necessary repairs with or without prior approval of the contractor and the Government will be reimbursed for the repair parts and/or labor costs.

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

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

10. Serviceable. The condition of an item which may be new or used that meets all the requirements and performs the functions for which it was originally intended.

11. WARCO. Warranty Control Offices established at the intermediate General Support/Director of Industrial Operations Level or equivalent who serve 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.

12. Warranty. A promise or statement of fact from a seller to a purchaser on the nature, usefulness, or condition of the supplies or performance of services to be furnished. The main purposes of a warranty in a government contract are to outline the rights and obligations of the contractor and the government for defective items and services. It also serves to foster quality performance by the contractor but is not a substitute for an adequate quality assurance program.

13. Warranty Claim. Action started by the equipment user for authorized warranty repair, replacement, or reimbursement made from the local dealer or manufacturer.

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

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

APPENDIX B

TROSCOM WARRANTY CONTROL OFFICES (WARCO's)

Command	Location/Station	Address	Phone AV/COMM
TROSCOM	HEADQUARTERS	Cdr, TROSCOM ATTN: AMSTR-MEPN 4300 Goodfellow Blvd. St. Louis, MO 63120-1798	693- 9393
USACSLA	FT. HUACHUCA	Cdr, USA CSLA ATTN: SELCL-MMP-MM Ft. Huachuca. AZ 85613-7090	879-6037
USAEMRA	VINT HILL FARMS	Cdr, USA EMRA ATTN: SELEM-A Vint Hill Farms Station Warrenton, VA 22186	249-6781
USAREUR	Belgium, Chivres	Cdr, 47th Area Spt Group ATTN: AERUK-Q APO NY 09075	243-1274
USAREUR	GE, ANSBACH	Cdr, 1st ADETS ATTN: AETS-KGD-M APO NY 09326	468-8467
USAREUR	GE, BAD KREUZNACH	Cdr, 8th DMMCETS ATTN: AETH-MC APO NY 09111	490-7181/7148
USAREUR	GE, BERLIN	Cdr. USA Berlin ATTN: AEBA-MA-O APO NY 09742	ETS 332-3249/3189
USAREUR	GE, BREMERHAVEN	Cdr. 543D Area Support Grp. ATTN: AERB-GM APO NY 09069	ETS 342-8285/8588
USAREUR	GE, CHIVRES BERLIN	Cdr, 80th Area Support Grp. ATTN: AERSH-LM APO NY 09088	ETS 361-5454
USAREUR	GE, DARMSTADT	Cdr. 32D AADCOM ATTN: AETL-GD-CM APO NY 09175	ETS 348-6532/7186
USAREUR	GE, FRANKFURT	Cdr, 3D DMMC (3d AD) ATTN: AETFOE-MMO-MAT APO NY 09039	ETS 328-7221/8281

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Command	Location/Station	Address	Phone AV/COMM
USAREUR	GE, FRANKFURT	Cdr, V Corps ATTN: AETV-GDM-M APO NY 09079	ETS 320-6062/5773
USAREUR	GE, FULDA	Cdr, 11th ACR ATTN: AETO-CSS-MMC APO NY 09146	ETS 321-3679/3779
USAREUR	GE, GARLSTEDT	Cdr, 2D Armd Div (FWD) ATTN: AEUAD-498-MAT APO NY 09355	ETS 342-6730-6728
USAREUR	GE, GOEPPINGEN	Cdr, 1st Inf Div Fwd ATTN: AETSGSB-MM-MMD APO NY 09137	ETS 425-3637/3753
USAREUR	GE, GRAFENWOEHR	Cdr, 7th ATC ATTN: AETT-DOL-SM-E APO NY 09114	ETS 476-2567/2767
USAREUR	GE, GRAFENWOEHR	Cdr, MI Mat Fielding ATTN: AMCPM-GCM-MFF-E APO NY 09114	ETS 476-2757/2612
USAREUR	GE, HEIDELBERG	Cdr. 7th MEDCOMETS 370-2718/2719 ATN: AEMLO-L APO NY 09102-3304	
USAREUR	GE, HEIDELBERG	Cdr, 26th'Spt Gp ATTN: AEUSG-LG-M APO NY 09102-0161	ETS 370-8319/6478
USAREUR	GE, KAEFERTAL	Cdr, 51st Maint Bn ATTN: AERAB-MO APO NY 09086	ETS 380-6773/7416
USAREUR	GE, KAISER- SLAUTERN	Cdr, 9th Spt Ctr ATTN: AERLM-LS APO NY 09325-3704	ETS 483-7561/8625
USAREUR	GE, KAISER- SLAUTERN	Cdr, 29th Area Support Grp. ATIN: AERAS-MM APO NY 09054	ETS 483-7347/8235

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Command	Location/Station	Address	Phone AV/COMM
USAREUR	GE, KAISER-SLAUTERN	Cdr, HHD 66th Maint Bn ATTN: AERAS-W-D APO NY 09227	ETS 489-6636/6676
USAREUR	GE, KARLSRUHE	Cdr, 18th Eng Bde ATTN: AEUEG-S APO NY 09164-2934	ETS 3766069/7102
USAREUR	GE, MANNHEIM	Cdr, CBT Equip Gp Europe Grp. ATTN: AERSE-M-SMO APO NY 09166-3768	ETS 380-7686/6285
USAREUR	GE, MOEHRINGEN	Cdr, VII Corps ATTN: AETS-GDMR APO NY 09107	ETS 421-2622/2382
USAREUR	GE, MUNICH	Cdr, 66th MI GP ATTN: IAGPE-LO-MM APO NY 09108-4827	ETS 440-7306/6433
USAREUR	GE, NELLINGEN	Cdr, 800th CMMCS ATTN: AETS-SC-CMMC-OP APO NY 09061	ETS 421-6500/6372
USAREUR	GE, NELLINGEN	Cdr. 2d SUPCOM Corps ATTN: AETS-SC-GE-TAAEM APO NY 09160	ETS 421-6385
USAREUR	GE, NEU ULM	Cdr. 55th Maint Bn ATTN: AEUATS-MMC APO NY 09035	ETS 427-6189/7193
USAREUR	GE, NUERNBERG	Cdr, 2d ACR ATTN: AETSAC-AL-RMO APO NY 09093	ETS 460-5757/5805
USAREUR	GE. OBERURSEL	Cdr, 4th TRANSCOM ATTN: AEUTR-SVC-M APO NY 09451-4006	ETS 325-2743/2808
USAREUR	GE, PIRMASENS	Cdr, 59th Ord Bn ATTN: AEUSA-DMM APO NY 09189	ETS 495-7216/7276

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Command	Location/Station	Address	Phone AV/COMM
USAREUR	GE, RHEINBERG	Cdr, 7th SUPCOM ATTN: AERSC-LM APO NY 09712	Comm 02843-70757
USAREUR	GE, RHEINBERG	Cdr, 54 Area Support Gp ATTN: AERV-L APO NY 09712	Comm 02843-70674
USAREUR	GE, SANDHOFEN	Cdr, 70th TRANS BN ATTN: AERSS-S APO NY 09028	ETS 382-6110/7236
USAREUR	GE, SECKENHEIM	Cdr, HQ AMC Europe ATTN: AMXEU-CQ APO NY 09333	ETS 380-6222 Comm 0621-478791
USAREUR	GE, WIESBADEN	Cdr, 19th Support Center ATTN: AETV-SCM-PF APO NY 09757-5000	ETS 337-5851/5377
USAREUR	GE, WORMS	Cdr, 5th SIGCOM AITN: ASELG-M APO NY 09056	ETS 383-7554n7548
USAREUR	GE, WUERZBERG	Cdr, 3d ID ATTN: AETSBGD-MR APO NY 09036	ETS 350-7188/6226
USAREUR	GE, WUERZBERG	Cdr, 3d ID ATTN: AETSBSC-DM-(WARCO) APO NY 09701	ETS 355-2603/2782
USAREUR	GE, ZWEIBRUECKEN	Cdr, 60th Ord Gp ATTN: AEROD-LM APO NY 09052-3818	ETS 494-6275/7398
USAREUR	GE, ZWEIBRUECKEN	Cdr, 200th TAMMC ATTN: AEAGD-MMC-RL-W APO NY 09052-5356	ETS 494-6568/8268
USAREUR	IT, LIVORNO	Cdr, 201st MMC (USASETAFETS) ATTN: AESE-MMX-M APO NY 09019	ETS 633-7002/7087

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Command	Location/Station	Address	Phone AV/COMM
USARJ	JAPAN, ZAMA	Cdr, USA Garrison Honshu ATTN: AJGH-ID-MS-Q APO San Francisco 96343-0071	2284194
WESTCOM	FT. SHAFTER	Cdr, USASCH A'TTN: APZV-DLM Ft. Shafter, HI 96858	438-1410

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