

TB 9-4120-425-24

Technical Bulletin

Warranty Program for
Air Conditioner, 36,000 BTU/HR, Horizontal,
Compact, 208 Volt, Three-Phase, 50/60 Hz
(NSN 4120-01-467-2638) (EIC: N/A)
Part Number: S9500-36KH-1

Distribution Statement A: Approved for public release; distribution is unlimited

Headquarters, Department of the Army

1 November 2004

TECHNICAL BULLETIN

WARRANTY PROGRAM

FOR

AIR CONDITIONER, 36,000 BTU/HR, HORIZONTAL,

COMPACT, 208 VOLT, THREE-PHASE, 50/60 Hz

(NSN 4120-01-467-2638) (EIC: N/A)

PART NUMBER: S9500-36KH-1

HEADQUARTERS, DEPARTMENT OF THE ARMY, WASHINGTON, D.C.

1 November 2004**REPORTING ERRORS AND RECOMMENDING IMPROVEMENTS**

You can help improve this manual. 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) or DA Form 2028-2 located in back of this manual directly to: Commander, US Army Communications-Electronics Command and Fort Monmouth, ATTN: AMSEL-LC-LEO-E-ED, Fort Monmouth, New Jersey 07703-5006. The fax number is 732-532-3421, DSN 992-3421. You may also e-mail your recommendations to AMSEL-LC-LEO-PUBS-CHG@mail1.monmouth.army.mil

In any case, we will send you a reply.

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Notice of Change. A change to TM 9-4120-425-14&P, dated 1 October 2002, will be published. The change will affect page 0001-00-4, Warranty Information. The change will correct and reduce the warranted time period from 60 months to 12 months. This Technical Bulletin takes precedence over TM 9-4120-425-14&P for warranty information only.

1. **General.** This Warranty Technical Bulletin (WTB) describes the manufacturer's warranty for Air Conditioner, Model – S9500-36KH-1. Environmental Systems, Inc., warrants each air conditioner against defects in material and/or workmanship.

2. **Explanation of Terms.** The following terms, applicable to this WTB, are explained to help the reader understand the application and extent of the warranty.

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

b. 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.

c. Acquiring command or activity. An activity which procures the items or material for a user.

d. Alterations/modifications. Any alteration after production such as retrofit, conversion, re-manufacture, design change, engineering change and the like.

e. Consolidated warranty technical bulletin. A WTB that covers a multiple number of equipments or systems.

f. Contractor support. Those services that are to be performed and those responsibilities that are placed upon the contractor by the government as specified in the warranty contract/provisions. This support, which may include such things as labor, parts, tools, training, technical packages, will be used in support of the warranted equipment during the specified warranty period.

g. 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.

- h. Failed item.** A part, component, or end item that fails to perform its intended use.
- i. False return rate.** The return of suspected defective warranty items to the manufacturer that are eventually determined to be serviceable.
- j. Manufacturer's recall**
- 1. Safety recall.** A manufacturer recalls an item to repair or replace a defective part or assembly which may affect public safety.
 - 2. Service recall.** A manufacturer recalls an item to repair or replace a defective part or assembly which does not affect the safe use of the item.
- k. Primary damage.** The damage suffered by a part, component, or end item itself upon its failure.
- l. Prime contractor.** A party that enters into an Agreement directly with the United States to furnish part or all of a weapon system.
- m. 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.
- n. Repair.** To restore an item to serviceable condition without affecting the warranty.
- o. Repairable.** An item that may be reconditioned or economically repaired for reuse when it becomes unserviceable.
- p. Secondary damage.** The damage suffered by an item because of a failure of another item within the same configuration.
- q. 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.
- r. Subcontractor.** Any supplier, distributor, vendor or firm that furnishes supplies or service to or for a prime contractor or another subcontractor.
- s. Tailoring.** The process of evaluating individual potential Requirements to determine their pertinence and cost effectiveness for a specific system or equipment acquisition, and modifying these requirements to ensure that each contributes to the optimal balance and cost. The tailoring of data requirements shall consist of determining the essentially of Potential CDRL items and shall be limited to the exclusion of information requirement provisions.
- t. Turnaround time.** That amount of time that's permitted for an item to be replaced/repared by the contractor/ maintenance repair facility and returned to the user. The Time is measured from the time the contractor/repair facility receives the request.
- u. Validation.** The process by which the contractor shall test/ Measure the Warranty Program to assure its accuracy as it pertains to the warranty item(s).
- v. Verification.** The process of determining the accuracy and adequacy of the WTB provided by the contractor. This process is performed by the Government/user.
- w. 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.
- x. 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.
- y. Warranty claim.** Action started by the equipment user for authorized warranty repair, replacement, or reimbursement made from the local dealer or manufacturer.
- z. Warranty period.** Time during which the warranty is in effect. normally measured as the maximum number of years, months, days, miles, or hours used
- aa. Warranty start date.** The date the warranty is put into effect.

3. Coverages-specific. The specifics of coverage for this warranty are listed in table 1.
 This warranty applies to Model S9500-36KH-1 Air Conditioners as defined in TM 9-4120-425-24 only.

TABLE 1. SPECIFICS OF COVERAGE	
Nomenclature:	Air Conditioner, Horizontal, Compact, 36,000 BTU/HR 208 Volt, Three-Phase, 50/60 Hz
Line Item Number:	A24763
Model Number:	S9500-36KH-1
National Stock Number:	NSN 4120-01-467-2638
Manufacturer and Part Number:	ENVIRONMENTAL SYSTEMS 4874 VICTOR ST. JACKSONVILLE, FL. 32207 (904) 739-1306 Snowsec@aol.com
Part Number:	S9500-36KH-1
Serial Numbers:	See individual ECU Data Plate
Contract Number:	DAAB07-03-C-A404
Length of Time Coverage:	12 months from the date of acceptance for the end item air conditioner.
Type of Coverage:	This warranty provides both individual item coverage and Systemic defect coverage as follows for all warranted items: a.) Individual Item Coverage: Warranty coverage that requires individual warranty claim actions for each defect. These claim actions will be made only on a warranted item or a component of that item is required to be sent to the contract- or for repair or replacement. b.) Systemic Defect Coverage: Warranty coverage that Provides protection to the lowest level of impact or expense, Requires a contract remedy in accordance with this contract. c.) Requirements: Will conform to the design and manufacturing requirements specifically delineated in this contract and any amendment thereto; will be at the time of acceptance, free from all defects in material and workmanship; will conform to all performance requirements delineated in PD 4120-0117 entitled, AIR CONDITIONER, 36,000 BTUH, COMPACT

4. **Contractor responsibilities.**

a. Replacement parts. Only new or repaired parts will be used as replacement parts for warranted items.

b. Cost to Government. Replacements for warranted items will be furnished at no cost to the Government.

c. Return Item. Items covered by this warranty will be shipped within 10 days of receipt of failed item, unless agreement has been obtained from the Government for an alternate period.

d. Failure to deliver promptly. If failed parts are not promptly replaced, the contractor will pay costs incurred by the Government in procuring such parts from another source. The Contracting Officer will determine when this applies.

e. Warranty Performance Report. The contractor will prepare and furnish a warranty performance report in accordance with Data Item DID DI-MNTY-81217 of the contract as long as this warranty is in effect.

f. Unit Testing. The contractor will repair, rework or modify all parts reported by the warranty notice, of the air conditioner used during testing to a like new condition. The warranty of those items will start at the time the item is installed.

g. Warranty Coverage of Replaced or Repaired Items. Supplies and parts that are replaced or repaired during the warranty period will be covered through the conclusion of the original air conditioner warranty.

h. Shipping Costs. The contractor shall be Responsible for the cost of transporting warranted items returned for repair/replacement from the contractor repair center back to the Government. Shipment will be made by the same or more expedient means than the incoming mode. The Government will assume risk of loss to the supplies in transit to the contractor's repair facility and the contractor assuming the risk of loss in the return of repaired/replaced items. Items while in the possession of the Contractor shall be governed by the "Government Property" clause, except that loss, damage or destruction of warranted items caused by and occurring during rework, repair or retest shall be the responsibility of the Contractor.

5. **Government Responsibilities/Identification**

This paragraph will identify the Government's responsibilities as they apply to this warranty contract. The administrative functions relative to assuring that this warranty program is effective is:

a. Headquarters, U.S. Army Communications Electronics Command and Fort Monmouth
ATTN: AMSEL-LC-CCS-G-EC
Fort Monmouth, New Jersey 07703
DSN: 992-1716/0057 or commercial (732) 532-1716/0057
Business hours 0730-1600.

b. Removal/Installation Labor. The Government is responsible for the labor for field removal and reinstallation of components and parts.

c. Inspection of Equipment. Only trained or qualified personnel that has knowledge of the equipment and its requirements will inspect the equipment for non-conformance deficiencies

d. Documentation of Equipment. The Government will fully document the cause, if known, and description of each defect. This information will be provided with the returned part.

e. Packaging of Returned Items. Returned items will be packaged in proper containers that will prevent shipping damage.

f. Shipping Costs. The Government is responsible for shipping costs for all items that are defective through no fault of the contractor.

6. Government Maintenance. The Government is responsible to perform normal care, servicing and preventative maintenance in accordance with the requirements of TM 9-4120-425-14&P. See the Maintenance Allocation Chart (MAC) in that manual to determine maintenance level that is approved to perform these tasks.

7. Warranty Control Office Responsibility
The local Warranty Control Office (WARCO) serves as intermediary between troops owning the air conditioners and Environmental Systems, Inc. All warranty claim will be processed through Environmental Systems, Inc. If WARCO not available, contact the Logistics Assistance Representative (LAR).

8. Alterations/Modifications
Alterations and modifications shall not be made unless expressly authorized or directed by:
U.S. Army Communications-Electronics
Command and Fort Monmouth
ATTN: AMSEL-LC-CCS-G-EC
DSN 992-1716/0057
COMMERCIAL (732) 532-1716/0057

9. Design/Performance Specifications

a. Air Conditioner Specification

See PD 4120-0117 dated 28 Jul 1998 for specific design, performance and testing requirements.

b. Routine Testing. See TM 9-4120-425-14&P for routine air conditioner acceptance at point of delivery or testing after service and maintenance.

c. Testing Personnel Qualifications

Should testing in accordance with PD 4120-0117 become necessary, it should be done only by qualified, experienced personnel. This type of testing also requires controlled conditions as outlined in the specification. Personnel used for testing in accordance with TM 9-4120-425-14&P is governed by the Maintenance Allocation Chart in that manual.

d. Warranty Item Label (see Figure 1)

See TM 9-4120-425-14&P for location of warranty label.

10. Nullification

a. Warranty Void If

This warranty will not apply to supplies or parts that have been subject to:

- (1) abuse
- (2) misuse
- (3) neglect
- (4) accident
- (5) items that have been repaired,

maintained or altered in any way that has adversely affected their condition.

- (6) combat damage
- (7) improper use or installation

See TM 9-4120-425-14&P for operation and installation instructions.

11. Abuse Determination

When damage to warranted item is not obvious, but suspected to be the result of abuse, the activity responsible for the equipment shall carefully document the nature, extent, probable cause, and estimated time and place of occurrence of the damage. The documented data shall be analyzed and compared to similar cases (if existent) to determine whether the damage was accidental or intentional. Appropriate action shall be taken to prevent recurrence of accidental or intentional abuse through training, added precautionary and/or handling and usage labeling or instruction and personnel disciplinary measures.

12. Claim Procedures

a. Tag Failed Items

Failed warranty items will immediately be tagged/identified to prevent improper repair or use.

b. Tags and Forms

- (1) DA Form 2402-Exchange Tag
- (2) DA Form 2407-Maintenance
- (3) DA Form 5504-Maintenance Request Form

13. Disposition

The following items will depict the handling, repair and evacuation of failed warranty items.

a. False Returns

In the event that it is determined that a failure was not subject to the guarantees described in this WTB. Environmental Systems, Inc. will be reimbursed for any and all expenses incurred by the Warranty Claim Action (WCA).

The submitting Government Unit may be penalized in one or all of the following ways:

- (1) Cost of item
- (2) Loss of time
- (3) Non-availability of air conditioner

b. Monitoring False Returns

False returns will be monitored by the responsible activity, usually the commodity command.

c. Receipts/Verification of Contractor Repairs

Upon receipt of a warranty item Environmental Systems Inc., shall inspect and verify the problem areas defined by the warranty service notification and make disposition to their accuracy and will advise the cognizant Army representative of the findings upon receipt and inspection.

14. Special Area of Requirements

When limitations exist and adjustments or changes are required at different commands, theaters, or locations; these conditions shall be identified. When the list of these exceptional conditions is extensive, it shall appear in the Warranty Program appendix and referenced in the text.

15. Reimbursement for Army Repair

When it has been determined that the Army has made the necessary repairs and /or rework of a warranted item, authorization to perform these repairs and or reworks must first be defined and accepted by Environmental Systems, Inc. and said repair must be advised in writing with an actual cost purchase order authorization to the Army Warranty Control Office. When the repair has been authorized and accomplished reimbursement by Environmental Systems, Inc. will be done by an actual Army invoice submitted for payment.

16. **Claim Denials/Disputes**

It is understood that there will occur from time to time claim denial or disputes occurring from a warranty item claim. When such a dispute occurs the disputes clause of the base contract will be used to accomplish a resolution.

17. **Reporting**

Reporting or recording action on a failed item shall be as specified in DA Pam 738-750 or Pam 751, using Standard Form 368. Contractor unique forms will not be used.

18. **Storage/Shipment/Handling**

See TM 9-4120-425-14&P for storage and packaging information pertaining to the total air conditioner.

a. Component Packaging. Individual components must be carefully packaged in appropriate containers that will prevent damage during shipment or storage.

b. Shipment
Shipment of failed warranty items shall not be made without direct authority from the supporting warranty control office. Notify WARCO. If local WARCO not available, contact your local LAR.

c. Handling.
When special handling of warranty items is necessary because potential hazards exist or damage may be caused to the items or other items/equipment when improperly handled, instructions shall be provided.

FIGURE 1. Typical Warranty Data Plate Configuration


WARRANTY ITEM	
WTB	<input type="text"/>
EXPIRES	<input type="text"/>
MO/YR	
CONTRACT NUMBER: DAAB07-03-C-A404	
The actual warranty is 12 months from date of acceptance or the date stamped above, whichever occurs first.	

APPENDIX A

DD FORM 250	Material Inspection and Receiving Report
DA FORM 2402	Exchange Tag, W/Instruction
DA FORM 2407	Maintenance Request
DA FORM 5504	Maintenance Request
TM 9-4120-425-14&P	Technical Manual, Operator's, Unit, Direct Support, General Support, Including Repair Parts and Special Tools List for Air Conditioner 36,000 BTU/HR, 208 Volt, Three-Phase, 50/60 Hertz, NSN 4120-01-467-2638
	PART NUMBER S9500-36KH-1
	MODEL-S9500-36KH-1

By Order of the Secretary of the Army:

Official:


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