WARRANTY PROGRAM

FOR

HEMTT TANKER AVIATION REFUELING SYSTEM (HTARS)

MODEL NUMBER: 50-0051

Headquarters, Department of the Army, Washington, DC

10 March 1989

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REPORTING ERRORS AND RECOMMENDING IMPROVEMENTS

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1. General.

a. <u>Applicability</u>. This Warranty Technical Bulletin (WTB) defines the extent and limit of the warranty on all equipment provided for the Heavy Equipment Mobile Tactical Truck (HEMTT) Tanker Aviation Refueling System, hereafter referred to as HTARS. In general, the warranty period for HTARS equipment is eighteen months from the acceptance date.

b. <u>Purpose</u>. Certain procedures must be followed by the equipment user to ensure the warranty claim system, agreed to by the Government and Tri-State Refueler, will operate as planned. This WTB is intended to clarify the warranty provisions for the HTARS equipment and provide specific instructions for securing warranty services on equipment covered by this warranty.

2. Explanation of Terms. Within this WTB the following terms are used and defined in the following paragraphs,

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

b. <u>Acceptance Date</u>. The date 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 equipment or materiel for a user.

d. <u>Alterations/Modifications</u>. Any alteration after production such as; retrofit, conversion, remanufacture, design change, engineering change, and the like.

e. <u>Contractor support</u>. 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, etc., will be used in support of the warranted equipment during the specified warranty period.

f. <u>Defect.</u> 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.

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

h. <u>False Return Rate</u>. The return of suspected defective warranty equipment to the manufacturer that is eventually determined to be serviceable.

i. Manufacture'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 dots not affect the safe use of the item.

j. <u>Primary Damage</u>. The damage suffered by a part, component, or end item itself upon its failure.

k. <u>Prime Contractor</u>. A party that enters into an agreement directly with the United States Government to furnish part or all of a weapon system. (Throughout this WTB the prime contractor, Tri-State Refueler, is referred to as the contractor,)

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

m. <u>Repair</u>. To restore an item to serviceable condition without affecting the warranty.

n. <u>*Reparable.*</u> An item that may be reconditioned or economically repaired for reuse when it becomes unserviceable.

o. Secondary Damage. The damage suffered by an item because of a failure of another item within the same configuration.

p. <u>Serviceable</u>, The condition of an item which maybe new or used that meets all the requirements and performs the functions for which it was originally intended.

q. <u>Subcontractor</u>. Any supplier, distributor, vendor, or firm that furnishes supplies or service to or for a prime contractor or another subcontractor.

r. <u>Turnaround Time</u>. That amount of time permitted for an item to be repaired or replaced by the contractor or maintenance repair facility and returned to the user. The time is measured from the time the contractor or repair facility receives the request.

s. *Validation*. The process by which the contractor shall test or measure the WTB to assure it's accuracy as it pertains to the warranty equipment(s).

t. <u>Verification</u>. The process of determining the accuracy and adequacy of the WTB provided by the contractor. This process is performed by the Government and/or user.

u. <u>WARCO.</u> 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.

v. <u>Warranty</u>. 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 equipment and services. It also serves to foster quality performance by the contractor but is not a substitute for an adequate quality assurance program.

w. <u>Warrantv Claim</u>. Action started by the equipment user for authorized warranty repair, replacement, or reimbursement from the prime contractor.

x. <u>Warrantv Period</u>. Time during which the warranty is in effect. Normally measured as the maximum number of years, months, days, miles, or hours used.

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

3. Coverages - Specific. All equipment delivered under Contract Number DAAKO1-88-D-0026 is listed in Table 1. The warranty period for all equipment is eighteen months. The warranty start date will be the same as the Government acceptance date shown on DD Form 250.

Part No.	FSCM	Description				
50-0051	65154	HEMTT Tanker Aviation Refueling System				
125-0505	19099	Closed Circuit Refueling (CCR) Nozzle with sexless adapter				
AE88013R	00624	Recirculation Nozzle				
AE86100Z	00624	Overwing Nozzle				
50-0052	65154	D-1 Nozzle with sexless adapter				
AE88033R	00624	Tee Connector - Valved				
AE88036R	00624	Elbow Connector				
50-0050	65154	3 Inch Discharge Hose Assembly				
50-0049	65154	2 Inch Discharge Hose Assembly				
AE88039R	00624	Emergency Breakaway Connector				
AE88050R	00624	Adapter - Valved				
AE88011P	00624	Adapter - Valved				
AE88038R	00624	Adapter - Valved				
AE86667R	00624	Swivel Adapter				
AE27389-004	00624	Carrying Strap				
50-0063	65154	HTARS Overpack Spares (Includes the following items)				
50-0049	65154	2 Inch Discharge Hose Assembly				
AE88033R	00624	Tee Connector - Valved				
AE88053R	00624	Adapter - Valved				
AE27389-004	00624	Carrying Strap				
AE18900-076	00624	Dust Seal				
AE82155R	00624	Dust Cap				

Table 1. HTARS Equipment List

4. Contractor Responsibilities.

a. Extent of Coverage. The warranty provides for the following.

(1) The contractor guarantees the equipment conforms to the essential performance, design, and manufacturing requirements in the specification and to be free from all defects in material and/or workmanship at the time of acceptance or delivery.

(2) The contractor will, at their option, repair or replace equipment determined to be defective due to materials and/or workmanship at no charge to the Government for parts, handling, and land freight shipment to and from the contractor's plant.

(3) Warranty claims for equipment determined to be defective due to materials and/or workmanship will be processed and shipped no later than 30 days after receipt of the defective equipment. All claims will be processed by the contractor's plant in Kansas City, Kansas. Refer to Handling Warranty Claims, paragraph 4.c. for details.

b. Limitations to Coverage. The warranty does not cover the following.

(1) Repair or replacement, handling, and shipping costs to and from the contractor's plant for equipment damaged by the user. Refer to Nullification, paragraph 7, for details.

(2) Inspection, handling, and shipping costs to and from the contractor's plant for equipment determined to be serviceable (false return).

(3) Contractor support, in the form of a field service technician, to repair or replace equipment on-site.

(4) Contractor liability to the Government for any secondary or consequential damages, whether based on work stoppage or impairment of equipment, and whether arising out of breach of warranty, breach of cent ract, negligence, misrepresentation, or otherwise, except in the case of personal injury where applicable law requires such liability.

c. <u>Handling Warranty Claims</u>. The contractor will handle warranty claims using the following procedures. For the claim process to operate effectively, the user must follow these procedures. In addition, prior to shipping defective equipment to the contractor, the user must first complete all Government requirements. Refer to Government Responsibilities/Identification, paragraph 5, for details.

(1) When notified by the TROSCOM WARCO of a warranty claim the contractor will assign an authorization number from their Warranty Claim Log. This number must appear on all forms and correspondence.

(2) When the defective equipment is received at the contractor's plant the following will be checked. If any of the information is missing or incomplete the TROSCOM WARCO will be notified. The warranty claim will not be processed until further instructions are received from the TROSCOM WARCO on how to proceed.

- * There is a contractor assigned authorization number.
- * The authorization number is in the Warranty Control Log.
- * The contents were not damaged during shipment and agrees with the bill of lading.
- * The shipment includes a completed DA Form 2407.
- * Each piece of defective equipment has a completed DA Form 2402 attached.
- * There is a complete, legible return address.

(3) After this information is checked the date of receipt will be logged in the Warranty Control Log.

(4) The defective equipment will be inspected to determine the validity of the warranty claim and probable cause(s). Based on this inspection, the defective equipment will be placed in one of three categories. They are listed below with the action the contractor will take to resolve the claim.

(a) Defects in material and/or workmanship. The equipment will be repaired or replaced and shipped.

(b) Damage from misuse and/or abuse. The TROSCOM WARCO will be notified. The equipment will be stored until authorization to repair or replace and return the equipment is received.

(c) No defect or damage found (false return). The TROSCOM WARCO will be notified. The equipment will be stored until authorization to return the equipment is received.

(5) In the event the Government disagrees with the catagory assigned to a warranty claim, the Quality Assurance Manager will represent the contractor to resolve the dispute.

(6) Each week a Warranty Control Report will be issued to the contractor's Quality Assurance Manager, Director of Engineering, and Purchasing Manager to ensure warranty claims are processed and shipped on time.

(7) Each month a Warranty Control Report Summary will be sent to the TROSCOM WARCO. This summary will list; each warranty claim received during the month (except false returns), the authorization number, and status (including any government authorization required to process the claim).

(8) Each month a False Return Report will be sent to the TROSCOM WARCO. This report will list; each warranty claim believed to be a false return that was received during the month, the authorization number, and government authorization required to return equipment to the user.

d. Warranty Claims Service Facility. Warranty claims will be shipped prepaid land freight to the following address.

Tri-State Refueler 539 South 10th Street Kansas City, Kansas 66105 Attn: HTARS Warranty Control Clerk

e. <u>Reimbursement of Shipping Costs</u>. Prepaid land freight shipping costs paid by the Government for warranty claims to equipment with defects due to materials and/or workmanship shall be paid by the contractor on a monthly basis as directed by TROSCOM WARCO.

5. Government Responsibilities/Identification. The TROSCOM WARCO, in conjunction with the TROSCOM Contracting Officer, will authorize all warranty claims requested by field units. The TROSCOM WARCO can be contacted at the following address:

Warranty Control Office AMSTR-QE 4300 Goodfellow Boulevard St. Louis, MO 63120-1798 ATTN: Jim Eberhardt Phone: 1-314-263-9457 Autovon: 693-9457

a. <u>Government Maintenance</u>. Refer to TM5-4930-237-10, Operator's Manual (HTARS), for maintenance procedures authorized in conjunction with this warranty.

b. Owning Unit Responsibilities. Refer to TM5-4930-237-10 for details.

c. <u>Warranty Control Office Responsibilities</u>. The TROSCOM WARCO will authorize all warranty claims generated by field units.

d. <u>Alterations/Modifications</u>. Alterations and modifications will not be made unless expressly authorized or directed by (name, address, phone(s) of authorizing command).

6. Design/Performance Specifications. Refer to TM5-4930-237-10 for details.

7. Nullification. The warranty will be nullified for any equipment damaged by improper installation, operation, and storage, abuse, or maintenance/repair by the Government that exceeds the limits established in TM5-4930-237-10. To prevent nullification the equipment must be installed, operated, stored, inspected, and maintained in accordance with the procedures in TM5-4930-237-10.

a. <u>Abuse Determination</u>. When abuse is not obvious, but suspected, the TROSCOM WARCO will authorize return of the equipment to the contractor with a detailed description of the problem. The contractor shall inspect the equipment and notify the TROSCOM WARCO of their findings. If the equipment has been abused and requires repair or replacement the contractor will request authority from the TROSCOM WARCO to complete the repair or replacement.

b. <u>Abuse Avoidance</u>. When abuse, either intentional or unintentional, has been determined, a statement will be provided by the contractor as to how abuse can be avoided in the future.

8. Claim procedures. The TROSCOM WARCO shall be contacted to obtain an authorization number and permission to return defective equipment to the contractor. The authorization number must be on all forms and correspondence for the warranty claim to be processed. Refer to paragraph 5 for the complete address.

a. <u>Identification of Failed Items.</u> Warranty equipment determined to be defective or failed shall be identified using DA Form 2402 to prevent continued use.

b. <u>Disposition</u>. The user will prepare a DA Form 2047 for each warranty claim. The authorization number must be included on the form. A copy of the form must be included with the shipment to the contractor.

(1) False Returns. Any equipment returned to the contractor that is determined to be serviceable will be identified to the TROSCOM WARCO. Inspection, handling, and shipping costs shipping be paid by the Government for this equipment. The TROSCOM WARCO will be notified by the contractor and will be responsible for monitoring false returns.

(2) Receipts/Verification of Contractor Repairs. Upon return of a warranty claim, the user will check the contents against the bill of lading and their file copy of DA Form 2407. Be sure all equipment has been returned and requested defects corrected. Discrepancies will be reported to the TROSCOM WARCO for corrective action. Be sure to include the authorization number and what discrepancy was found. Discrepancies must be reported within 30 days of receipt of the shipment.

c. <u>Reimbursement for Army Repair</u>. No Army repair is authorized to any item (except for replacement of the dust seal). Therefore, no reimbursement by the contractor will be approved.

d. <u>Claim Denials/Disputes.</u> In the event the user disagrees with the contractors disposition of a warranty claim they will contact the TROSCOM WARCO who will work with the contractor's Quality Assurance Manager to resolve the dispute.

e. <u>*Reporting.*</u> 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 will not be used.

9. Storage/Shipment/Handling.

a. <u>Storage</u>. Refer to TM5-4930-237-10 for details.

b. <u>Shipment.</u> The user will ship defective equipment to the contractor's plant using the following procedures. The shipment must be approved by the TROSCOM WARCO and an authorization number assigned before the defective equipment is shipped.

(1) Defective equipment will be packed in a sturdy fiberboard container with enough filler material to prevent damage during shipment. The authorization number and Army forms must be included in the container.

(2) All shipments will be made to the contractor's plant in Kansas City, Kansas. Refer to Warranty Claims Service Facility, paragraph 4.d., for the complete address.

(3) All shipments will be sent prepaid land freight. COD shipments will be returned to the sender unopened. Refer to Reimbursement of Shipping Costs, paragraph 4.e., for details on recovery of shipping funds.

c. Handling. The equipment does not require any special handling.

APPENDIX A

REFERENCES

A-1. Scope. This appendix lists all forms, field manuals, technical publications, and miscellaneous publications referenced in this warranty technical bulletin.

A-2. Forms.

Exchange Tag	DA Form 2402
Equipment Inspection and Maintenance Work Sheet	DA Form 2404
Maintenance Request	
Quality Deficiency Report.	SF 368
Recommended Changes to DA Publications and Blank Forms	DA Form 2028-2
Material Inspection and Report	· · · · · · · · · · · · DD Form 250

A-3. Technical Manuals.

Operators Manual	TM5-4930-237-10
The Army Maintenance Management System (TAMMS).	DA PAM 738-750
The Army Maintenance Management System (TAMMS)	DA PAM 738-751

A-4. Miscellaneous Publications.

Report of Discrepancy (ROD)	
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By Order of the Secretary of the Army:

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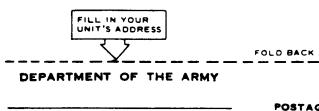
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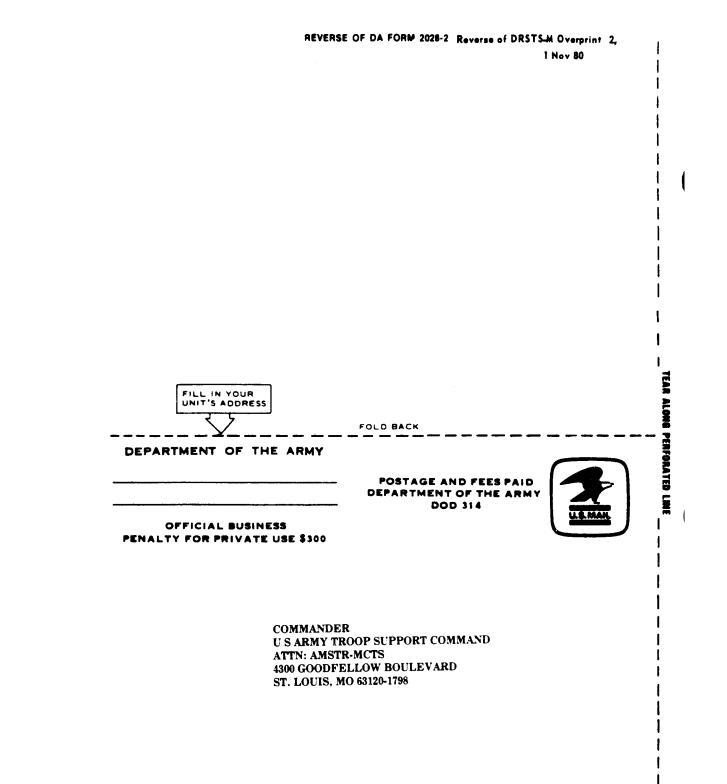
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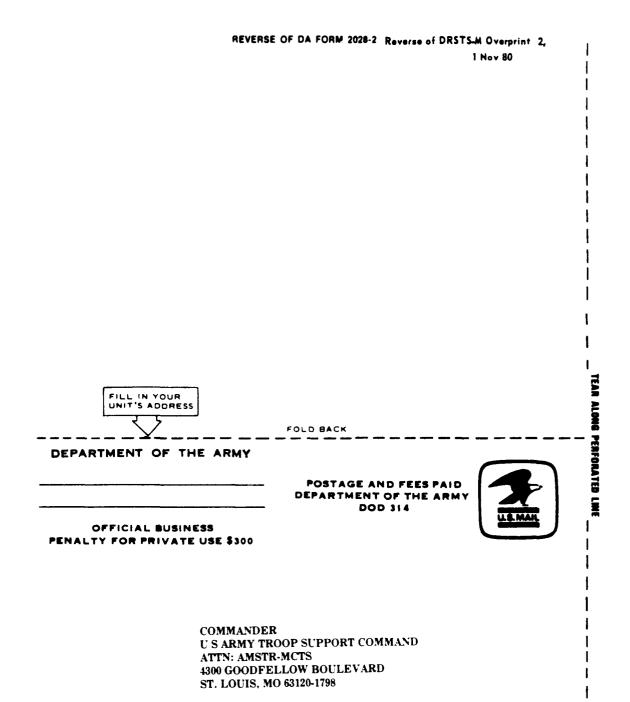
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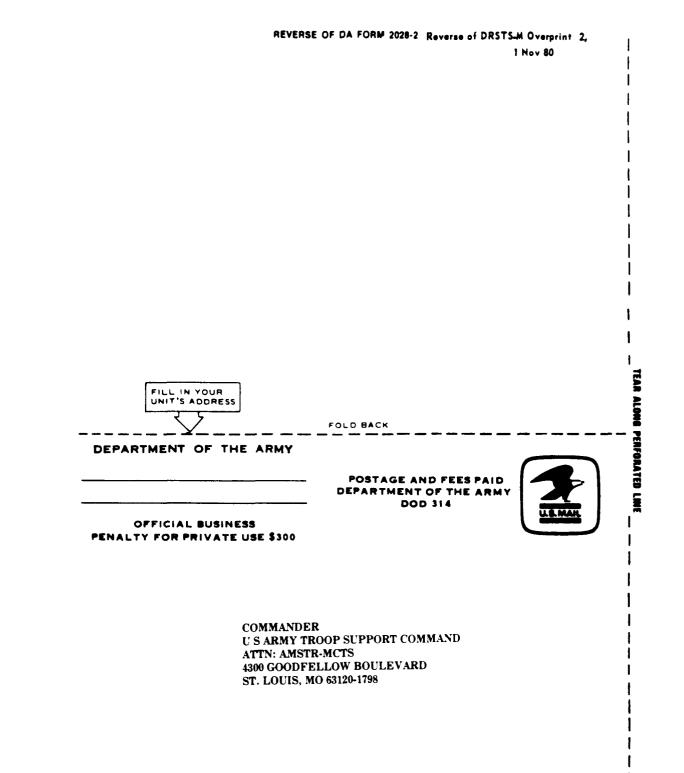
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