

## DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

## WARRANTY PROGRAM

FOR

SEMITRAILER VAN: ELECTRONIC, 6-TON, 2-WHEEL,  
M373A2

Contract DAAE07-89-C-J029

Headquarters, Department of the Army, Washington, DC

31 October 1991

## REPORTING ERRORS AND RECOMMENDING IMPROVEMENT

You can help improve this Technical Bulletin. If you know a way to make the information more understandable, please let us know. Mail a letter or your 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 sent to you.

**1. General.** This bulletin provides implementation instructions for the Warranty on the Semitrailer, Van: Electronic, 6-Ton, 2-Wheel. It contains instructions for obtaining services and/or supplies covered under warranty. This bulletin also describes methods of processing warranty claims. For additional warranty information on the Semitrailer Van or any U.S. Army Tank-Automotive Command (TACOM) equipment 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 TACOM. The number to call is DSN 786-7423, COMMERCIAL (313) 574-5423. The caller should be prepared to provide: (1) name, (2) DSN and commercial telephone numbers, (3) complete unit designation, (4) identification of the vehicle to include serial number(s), (5) a brief description of the problem and (6) the contract number (see paragraph 3 a.).

**2. Explanation Of Terms.**

**a. Abuse.** The improper use, maintenance, repair or handling of warranted items that may cause the war-

ranty of those items to become void (for example, not following service intervals, using the vehicle for other than what is intended).

**b. Acceptance.** The execution of the acceptance block and signing of DD Form 250 by an authorized Government representative, unless vehicles are placed in contractor storage in which case acceptance shall mean date of shipment from the contractor's facility.

**c. 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.

**d. Contractor.** The supplier of equipment who enters into an agreement directly with the Government to furnish supplies.

**e. Correction.** The elimination of a defect.

**f. Defect.** A failure to conform to contract specifications or requirements.

**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 or assembly which may affect safety.

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

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

**j. Reimbursement.** A written provision in this warranty in which the Using/Support Unit may make the necessary repairs, with or without prior approval from the contractor, and the Government will be reimbursed for the repair parts and labor costs.

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

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

**m. Supplies.** The end items and all parts and accessories furnished by the contractor.

**n. WARCO. Serves** 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.

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

**p. Warranty Claim.** Action started by the equipment user for authorized warranty repair or reimbursement.

**q. Warranty Expiration Date.** The warranty expiration date will run 18 months from date of shipment from contractor's facility for vehicles which are placed in contractor storage after the Government acceptance date (DD Form 250, Block 21.A).

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

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

**3. Coverage-Specific.**

**a.** This bulletin applies to the Semitrailer Van, Electronic, 6-Ton, 2-Wheel, M373A2, NSN 2330-00-705-8932, CAGEC 19207. The item is manufactured by Miller Trailers, Inc., under Contract No. DAAE07-89-C-J029.

**b.** Inquiries to Miller Trailers, inc., can be made by calling 1-800-888-1512.

**c.** The contractor warrants the supplies are free from defects in design, material and workmanship for a period of 18 months from the date of acceptance. This is a "Bumper to Bumper" warranty including labor and material.

**d.** If a Safety Recall defect occurs during the vehicle warranty period, the contractor agrees to extend the terms of the warranty to the time required to make necessary safety defect corrections. Also, if the contractor or his supplier(s) provide a greater warranty for the supplies furnished, the contractor will provide the greater warranty to the Government.

**e.** 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 or insufficient maintenance service
- (7) Improper alterations or repairs
- (8) Defect/failure discovered or occurring after warranty expiration date

**4. Contractor Responsibilities.**

**a.** When the owning unit has directed the contractor to correct the supplies, the contractor will furnish all material required to correct the defective supplies. Repairs shall be initiated within ten (10) working days after receipt of written claim notification. Furthermore, the contractor will provide a copy of the work order to owning unit upon completion of repair.

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

- (1) to correct the supplies in the field, or
- (2) to request return of the part(s) to the contractor designated facility for correction at its expense.

When the contractor corrects the supplies all labor involved shall be borne by the contractor. Additionally, the contractor shall arrange and bear all transportation costs of the supplies to its facility and return to user.

c. The contractor, within (five) 5 working days of receiving such notice, shall notify the warranty claimant by telephone as to the method of correction, dates work is to be performed and by whom.

d. 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 existence of the defect(s).

**5. Government Responsibilities.**

The Major Subordinate Command for the Semitrailer Van is the U.S. Army Tank-Automotive Command (TACOM), Warren, MI 48397-5000. TACOM is responsible for managing and implementing the warranty.

Warranty claims will be reported to:

Commander  
 U.S Army Tank-Automotive Command  
 ATTN: AMSTA-MM  
 Warren, MI 48397-5000  
 Telephone: DSN 786-7537  
 Commercial (313) 574-7537

**a. TACOM will:**

(1) Verify, review, process and if valid and complete, submit claims to the contractor.

(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 information for incomplete claims.

(4) Provide warranty claim acknowledgement/closeout letters and/or parts/assemblies disposition instructions to the local WARCO.

(5) Insure the contractor performs in accordance to the terms of the contract.

**b. Equipment owning unit will:**

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

(2) Submit warranty claims, using DA Form 2407, DA Form 2407-1, or DA Form 5504, or DA Form 5504-1 through channels to the supporting repair facility,

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

**c. Supporting repair facility will:**

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

(2) Review, process and submit valid warranty claims to the local WARCO if the DA Form 2407, DA Form 2407-1, or DA Form 5504 or DA Form 5504-1 is complete and correctly filled out.

(3) Reject invalid warranty claims or request additional information for incomplete and incorrect claims.

(4) Coordinate with the owning unit and decide which option for repair is desired to correct the warrantable defect/failure.

(5) Depending on which repair option was chosen, provide labor as required to accomplish the warrantable repairs.

(6) Tag and retain (IAW DA PAM 738-750 and this TB) all parts, pieces of parts and/or assemblies removed as a result of the warrantable defect/failure and or correction.

**d. Local Warranty Control Office (WARCO) will:**

(1) Verify, administer and process warranty claims to the TACOM WARCO (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 acknowledgement/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 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/modifications will not be applied unless authorized by TACOM.

**6. Warranty Data Plate.**

a. All vehicles will have a warranty data plate. The contractor is required to mount this data plate within

clear view of the operator in conformance with MI L-STD-130 and list the word "Warranty" across the top in bold letters, the NSN, contractor and CAGE number, the date the warranty starts by year and month and the date the warranty expires by year and month.

b. 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 or DD Form 1149. If these dates differ, disregard the data plate. The date shown on the DD Form 250 or DD Form 1149 is the date to be used as a warranty start date.

## **7. 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 AR700-139. For all levels of maintenance operating under the Standard Army Maintenance System (SAMS), Warranty Claim Actions are processed on Forms DA Form 5504 and DA Form 5504-1. For those units not operating under SAMS, use 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 or DA Form 5504 by TACOM following discovery of a defect in supplies. This shall constitute formal notification of warranty claim and initiate the time period for contractor responsibility and action under the warranty. This notification shall include but not be limited to furnishing of the applicable equipment serial number, operating hours or miles on the equipment, part number or NSN of the defective part and circumstances surrounding the defect(s). At this time, the contractor will be further informed whether the Government has elected to: (1) correct the defect itself, or (2) direct the contractor to correct the defect. The using unit will determine if they have the time and/or resources to correct the defect themselves. When the unit does elect to correct the defect, replacement parts will be ordered using the Government supply system.

c. The contractor shall reimburse the Government for the cost of labor involved in the correction of the defect. The cost of labor involved shall be computed at the rate of \$22 per hour multiplied by the number of labor hours in such services appearing in the Governments Maintenance Allocation Chart (MAC). Additionally, the

cost of replacement parts required to correct the defect shall be reimbursed by the contractor, if such parts are obtained through the Government's supply channels. Warranty claims, for reimbursement, where repair labor costs and repair parts costs combined do not exceed \$150.00 for any one failure will not be submitted to TACOM.

d. Identification of failed items. Failed warranty items shall be tagged identified to prevent improper repair or use. Documents that describe the use of DA Form 2402 Exchange Tag and DA Form 2407 or DA Form 5504 Maintenance Request shall be referenced. Items requiring special handling, storage or shipment during the processing of claims shall be identified.,

e. Disposition. The repair activity shall retain defective supplies for thirty (30) days following receipt of acknowledgement of a warranty claim from TACOM. If receipt of acknowledgement is not received, inquiries should be made to TACOM through your local WARCO. If receipt of acknowledgement is received but no instructions are forthcoming within thirty (30) days of receipt, supplies may be disposed of.

f. False Returns. When supplies are inspected by the contractor and found to be non-warrantable due to abuse or improper maintenance, or the supplies are found to be serviceable, the repair activity submitting the claim may be required to make reimbursement for contractor services. All failed items returned for warranty claim action will be monitored by TACOM.

**8. Reimbursement For Army Repair.** Contractor shall reimburse the Government by submitting monies monthly to TACOM, ATTN: AMSTA-EFD, Warren, Michigan 48397-5000. In the event that the repair activity should receive any reimbursement from the contractor the monies must be forwarded to the above address.

**9. Claim Denial/Disputes.** All denials or disputes will be handled by TACOM.

**10. 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.

## **11. Storage/Shipment/Handiing.**

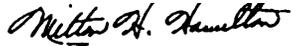
a. Storage. See paragraph 7.d.

b. Shipment. See paragraph 4.b.

c. Handling. See paragraph 7.d.

By Order of the Secretary of the Army:

Official:



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