TB 10-2300-295-15/18

DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

WARRANTY PROCEDURES
for
TRUCK, FORKLIFT DED, 4,000 LB. CAPACITY ROUGH TERRAIN, PNEUMATIC TIRE, ARMY MODEL MHE-237 (J.I. CASE MODEL M4K) (NSN 3930-01-076-4237)

Headquarters, Department of the Army, Washington, D.C.
25 September 1980

REPORTING ERRORS

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. Mail your letter or DA Form 2028 (Recommended Changes to Publications and Blank Forms) to Commander, US Army Tank-Automotive Materiel Readiness Command, ATTN: DRSTA-MBS, Warren, MI 48090. A reply will be furnished to you.

Section I. INTRODUCTION

1. Warranty Identification. The manufacturer of the Forklift Truck, Model MHE-237 is J.I. Case, 700 State Street, Racine, Wisconsin 53404. This vehicle is covered under a commercial warranty (see Section II) by J.I. Case.

2. Purpose. Certain procedures must be followed by the vehicle user to ensure that the warranty claim system, agreed between the Government and J. I. Case, will function as intended. This technical bulletin clarifies the warranty provisions of subject vehicle and provides specific instructions for securing warrantable services and/ or parts. Proper procedures for processing claims are also included in this bulletin.

3. Guidance. This bulletin is a general guide for warranty information and coverage. It is applicable worldwide for Forklife Truck, Model MHE-237 as procured by the Government from J. I. Case.

a. Using units of Forklift Truck, Model MHE-237 shall incorporate these guidelines into their Standard Operating Procedures and implement. Incorporation and implementation ensures maximum warranty benefits to the Government.

b. A single point of contact will be established at installation, commmand, or geographical level. There will be no direct contact between the user/command/ installation and the contractor (J. I. Case). *All* warranty claims and requests for information must be forwarded-(DA Form 2407 or letter) to the DA representative at the National Maintenance Point (see TM 38-750 for preparation /disposition of 2407). Use the following address when submitting Warranty Claims or requesting information: Commander, US Army Tank-Automotive Material Readiness Command, Maintenance Directorate, ATTN: DRSTA-MVM, Warren, Michigan 48090

NOTE

If a situation requires high priority action or immediate response, call AUTOVON 273-3395.

(1) CONCUS – Active Army and Reserve will process warranty claims through maintenance support channels.

(2) National Guard units will process warranty claims through their rspective State Maintenance Office.

(3) OCONUS — Using units will process warranty claims through support maintenance channels to the Theater subordinate command having overall command/control of maintenance activities which will act as the point of contact with the National Maintenance Point.

c. Co-operation between user and Contractor/Contractor representative during any interface concerning a Warranty Claim can be assured by following these simple rules:

(1)DO NOT participate in a warranty dispute (disputes are between DA contracting personnel and Contractor).

(2) Follow local SOP, procedures detailed in this bulletin, and implementing instructions from the National Maintenance Point.

(3) All disputes will be handled by the National Maintenance Point DA contract representative.

Section II. WARRANTY TERMS

1. Definitions. *a. Acceptance.* The word "acceptance" as used herein means the execution of the Acceptance Block and signing of a DD Form 250 by the authorized Government representative.

b. Supplies. The word "supplies" as used herein means the end item and all parts and accessories thereof, furnished by the contractor and any related services required under the contract. The word does not include technical data.

2. General Vehicle Warranty. Notwithstanding inspection and acceptance by the Government of the supplies furnished under the contract or any provision of this contract concerning the conclusiveness thereof, J. I. Case hereby warrants that the supplies are free from defects in design, material and workmanship and will conform with the specifications and all other requirements of this contract for a period of 15 months from date of acceptance, as shown on the Material Inspection and Receiving Report (DD Form 250), or 1500 hours of operation, whichever occurs first.

Additionally, to the extent the contractor or his supplier(s) provided to commercial customers a greater warranty for the supplies furnished herein, the contractor hereby likewise provides such greater warranty to the Government. To the extent the terms of such greater warranty are inconsistent with or conflict with this warranty, the provisions of this warranty shall govern.

NOTE

To ensure uncontested and uninterrupted warranty coverage **BE SURE** the following maintenance services are performed **AND** recorded on **DA FORM 2407,** at 20 hours of operation:

1. Change oil and filter.
2. Torque cylinder head bolts.
3. Adjust valve tappet clearance.

After the 20 hour services, refer to PMCS, TM 10-3930-638-10 and LO 10-3930-638-12 for future scheduled services and lubrication.

3. Safety Recall. If a safety recall defect occurs during vehicle warranty period, the contractor agrees to extend the terms of the warranty by a period of time equal to the time period required to make necessary safety defect corrections.

4. Depot Storage. If the Government, prior to placing vehicles in service, elects to place quantities of such newly delivered vehicles in Government depot storage, the contractor agrees that the time period of the warranty will not begin to run for such stored vehicle until each vehicle is withdrawn from Government storage or until six months from date of acceptance, whichever occurs first. The Government, prior to placing each new vehicle in storage and again at time of its withdrawal, shall notify the contractor thereof and identify each vehicle at its time in and out of storage. Vehicles designated as Production Samples shall be treated as vehicles placed in storage for warranty purposes.

Section III. SERVICE/WARRANTY PROCEDURES

1. Remedies. *a. New Replacement Supplies.* With respect to defective supplies wherever located, the warranty shall include the furnishing, without cost to the Government, F.O.B., contractor plant, branch or designated dealer or F.O.B. original CONUS destination or F.O.B., US Port of Embarkation, at the Government's option, new supplies to replace any that prove to be defective within the warranty period.