DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

WARRANTY PROGRAM

FOR

FORKLIFT, ADVERSE TERRAIN, 10,000 LB. CAPACITY, DIESEL ENGINE DRIVEN, MHE 268, NSN 3930-01-298-5737

Contract Number FO9603-89-C-1091

Headquarters, Department of the Army, Washington, DC

19 February 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 48357-5000. A reply will be sent to you.

1. General. This bulletin provides implementation instructions for the Warranty on the Forklift, Adverse Terrain, 10,000 LB. Capacity, Diesel Engine Driven, MHE 268, NSN 3930-01-298-5737. 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 Forklift or any U.S. Army Tank-Automotive Command (TACOM) equipment contact your local Warranty Coordinator (WARCO) or TACOM Logistics Assistance Representative (LAR). If your WARCO or TACOM LAR is not available or if additional information is required, contact TACOM through the 24 hour hotline. The number to call is AUTOVON 786-7537, COMMERCIAL (313) 574-7537. The caller should be prepared to provide: (1) name, (2) AUTOVON 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 warranty of those items to become void (for example, not following service intervals, using the vehicle for other than what is intended).

b. Acceptance. The final execution of the applicable DD Form 250, Material Inspection and Receiving Report, by an authorized Government representative.

c. Defect. Any condition or characteristic of the part that is not in compliance with the requirements of the contract or that does not otherwise function or threatens not to function as intended.

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

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e. Reimbursement. A written provision in this warranty in which the Government is reimbursed for using/support unit labor. No monies are directly reimbursed to the using/support units.

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

g. Supplies. The end item and all assemblies/parts furnished by the contractor.

h. Supporting Repair Facility. The repair activity authorized to accomplish warrantable repairs.

i. TACOM. U.S. Army Tank-Automotive Command. TACOM is the Major Subordinate Command that manages the 10,000 LB. Forklift, Adverse Terrain.

j. WARCO. Warranty Control Office/Officer which serves as the intermediary between the troops owning the equipment and TACOM. All warranty claim actions will be processed through the WARCO.

k. Warranty. A written agreement between the Government which outlines the rights and obligations of both parties for defective supplies.

l. Warranty Claim. Action started by the Government for authorized warranty repair or reimbursement. This action begins by submitting a DA Form 2407, DA Form 2407-1, DA Form 5504, or DA Form 5504-1.

m. Warranty Expiration Date. The date the warranty is no longer valid. This date will be 12 months of operation from the warranty start date.

n. Warranty Period. Time during which the warranty is in effect.

o. Warranty Start Date. The acceptance date of the warranted item by the Government (DD Form 250, Block 21).

3. Coverage-Specific.

a. This bulletin applies to the Forklift, Adverse Terrain, 10,000 LB. Capacity, Diesel Engine Driven, MHE 268, NSN 3930-01-298-5737, CAGE 75755, manufactured by John Deere Dubuque Works, P.O. Box 538, Dubuque, Iowa 52004-0538, under contract F09603-89-C-1091.

b. Questions concerning warranty service may be obtained by calling the contractor at: (309) 765-3074.

c. The contractor's warranty shall apply to only those defects in supplies discovered by either the Government or the contractor within 365 days (one year) after acceptance.

d. In order for defects to be covered under warranty, they must be reported to John Deere's local dealers before owning units or repair facilities attempt repair, Failure to do so may void the warranty and the contractor will not honor reimbursement claims unless they authorize repair,

4. Items Not Covered by the Warranty. If a defect is caused by or falls within any of the following categories, it is not warrantable and a claim action should not be initiated:

a. Abuse, misuse or negligence

b. Accidents

c. Improper operation

d. Improper storage

e. Improper transport

f. Improper or insufficient maintenance service

g. Improper alterations or repairs

h. Defect discovered or occuring after warranty expiration (12 months of operation from warranty start date referenced in paragraph 3c).

5. Contractor Responsibilities.

a. If the owning unit determines that a defect exists in any of the supplies accepted by the Government, the owning unit shall notify the contractor of the defect, in writing, within 30 days after discovery of the defect. Upon notification of the existence of a defect, or if the contractor discovers a defect in accepted supplies, the contractor shall submit to the owning unit, in writing within 30 days, a recommendation for corrective actions, together with supporting information in sufficient detail for the owning unit to determine what corrective action, if any, shall be undertaken.

b. The contractor shall promptly comply with any warranty claim action(s) to correct or partially correct a defect, at no cost to the Government.

6. Government Responsibilities. The Major Subordinate Command for the Forklift 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: (AUTOVON) AV 786-7537
Commercial (313) 574-7537