DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

WARRANTY PROGRAM

FOR

INTERIM HIGH-MOBILITY ENGINEER EXCAVATOR (IHMEE)

TRACTOR, WHEELED, INDUSTRIAL
(NSN 2420-66-148-7692)

Contract Number DAAE07-02-C-T015

Headquarters, Department of the Army, Washington, DC

1 OCTOBER 2003

REPORTING ERRORS AND RECOMMENDING IMPROVEMENTS

You can help improve this publication. If you find any mistakes, or if you know of a way to improve the procedures, please let us know. Submit your DA Form 2028 (Recommended Changes to Publications and Blank Forms) through the Internet on the Army Electronic Product Support (AEPS) Web site. The Internet address is http://aeps.ria.army.mil. If you need a password, scroll down and click on "ACCESS REQUEST FORM". The DA Form 2028 is located in the ONLINE FORMS PROCESSING section of the AEPS. Fill out the form and click on SUBMIT. Using this form on the AEPS will enable us to respond quicker to your comments and better manage the DA Form 2028 program. You may also mail, fax, or e-mail your letter or DA Form 2028 directly to: AMSTA-LC-CI / TECH PUBS, TACOM-RI, 1 Rock Island Arsenal, IL 61299-7630. The e-mail address is TACOM-TECH-PUBS@ria.army.mil. The fax number is (DSN) 793-0726 or Commercial (309) 782-0726.

1. GENERAL. This bulletin provides implementation instructions for the warranty on the Interim High-Mobility Engineer Excavator (IHMEE). It contains instructions for obtaining services and/or parts covered under warranty. This bulletin also describes methods of processing warranty claims. For additional warranty information on the IHMEE, 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 the TACOM IHMEE Program Manager. The number to call is (DSN) 786-5677, Commercial (810) 574-5677, Attn: AMSTA-DSA-FP-CE. The caller should be prepared to provide (1) name, (2) DSN and commercial telephone numbers, (3) complete Unit Identifier Code (UIC), (4) identification of the vehicle to include engine serial number(s), (5) a brief description of the problem, and (6) the contract number (see paragraph 3b.).

2. EXPLANATION OF TERMS.

a. Abuse. The improper use, maintenance, repair, or handling of warranted items that cause the warranty of those items to become not applicable under warranty conditions.

b. Acceptance. The hand-off of the IHMEE to the Government and signing of the approved acceptance document by an authorized Government representative, unless the IHMEE is placed in storage, in which case acceptance shall mean the date that the vehicle is placed in service.

c. Acceptance Date. The date that the IHMEE is actually delivered to the Government, accepted into the Army inventory, and the approved acceptance document is signed by an authorized representative of the Government. This is not the date that the DD Form 250 is signed at the ADI factory.

Approved for public release; distribution is unlimited.

d. Contractor. The supplier of equipment who enters into an agreement directly with the Government to furnish parts and services.

e. Correction. The elimination of a defect.

f. Defect. Any condition or characteristic in any parts furnished by the contractor that does not function.

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(s) or assembly that may affect safety.

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

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

j. Reimbursement. A written provision in this warranty in which the using/support unit may make the necessary repairs with prior approval from the contractor.

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

l. Supporting Repair Facility. The repair activity authorized to accomplish repairs at the appropriate level of maintenance identified in the Maintenance Allocation Chart (MAC).

m. Local Warranty Control Office/Officer (WARCO). Serves as the intermediary between the troops owning the equipment and the local dealer, contractor, or manufacturer. All warranty claims actions will be processed through the WARCO.

n. Warranty. A written agreement between a contractor and the Government, outlining the rights and obligations of both parties for defective parts.

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

p. Warranty Expiration Date. The date the warranty is no longer valid. Refer to paragraph 3b.

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

r. Warranty Start Date. The date the warranty is put into effect (government acceptance).

3. COVERAGE-SPECIFIC.

a. The following conditions must be met in order for this warranty to apply. It is the responsibility of the owner to ensure that the conditions below are fulfilled:

(1) The local ADI Limited (ADI) representative must carry out a delivery inspection, where this is required, according to the delivery conditions.

(2) The product must be operated, serviced, and maintained strictly in accordance with the details of paragraph 9 and the information contained in the following technical manuals:

(a) TM 5-2420-230-10
(b) TM 5-2420-230-24-1
(c) TM 5-2420-230-24-2

(3) Only original spare parts provisioned or approved for use by ADI will be used in the maintenance of the product as identified in TM 5-2420-230-24P.

(4) Replaced parts must be kept available for inspection until the warranty claim is settled.

(5) All defects under this warranty must be submitted in writing (electronic or hard copy) using the approved form to an authorized dealer or service agent of ADI, within the period of time specified below. A copy of this form must also be sent to the TACOM, as outlined in paragraph 5.

b. This bulletin applies only to the Interim High-Mobility Engineer Excavator (IHMEE), NSN 2420-66-148-7692. ADI manufactures this item under contract number DAAE07-02-C-T015. The IHMEE model and serial numbers are located on the data plate. Except as provided in Appendix B, and provided the vehicle shall have been placed in service within 10 days after delivery

to the original purchaser as established by final hand off acceptance for a 60-day period after delivery to the original purchaser, ADI warrants to the government that its IHMEE vehicles are free of defects in material and workmanship. This warranty shall apply only if the vehicle is properly maintained and used in service which is normal to the particular vehicle. Normal service means service which does not subject the vehicle to stresses or impacts greater than those which normally result from the careful use of the vehicle or chassis, and is in conformance with the ADI quoted or proposed specification or application. If the buyer discovers a defect or nonconformity, it must notify ADI or its appointed agent in writing within 10 days after the date of discovery. This warranty is not transferable by the first user.

c. 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) Integral parts, components, attachments, or trade accessories not manufactured by ADI, but instead, the applicable warranties, if any, of the respective manufacturers thereof shall apply (refer to Appendix B).

(2) Any vehicle, chassis, or component, part, attachment, or accessory damaged by misuse, neglect, or accident.

(3) Any vehicle chassis or component, part, attachment, or accessory shall have been repaired, altered, or assembled in any way by others than ADI or its appointed agent which, in the sole judgment of ADI, affects the performance, stability, or purpose for which it was manufactured. ADI assumes no responsibility for the assembly of its parts or sub-assembly into finished products unless performed by ADI or its appointed agent.

(4) Tire equipment and other consumable products or parts which are not defective, but which may wear out and have to be replaced during the warranty period including, but not limited to, tires, fluids, gaskets, and light bulbs. Consumable parts are warrantable only when it can be established that such parts were defective when delivered to the original owner.

(5) Accidents.

(6) Improper operation, storage, or transport.

(7) Defect/failure discovered or occurring after warranty expiration date.

(8) Use of parts not authorized by ADI.

d. Under all circumstances, the liability of ADI for any damages shall be limited to the purchase price of the product.

4. CONTRACTOR RESPONSIBILITIES.

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

(1) To correct the failures/defects in the field, or;

(2) To have the IHMEE or parts returned to the contractor's designated facility or authorized distributor/dealer for correction.

b. When the contractor corrects the warranted defect, parts and labor involved shall be paid by the contractor. The contractor will arrange and pay all transportation costs of the supplies to its facility and return to user.

c. All warranty claims will be processed by ADI within 15 days of a claim. If the claim is approved for payment as filed, the transaction will be completed within a total of 20 days. If additional information is needed or partial approval/rejection of the claim occurs, the filing party will be notified within 10 days of the claim being received.

d. ADI will provide replacement parts for warranty issues after receipt of written claim notification. The delivery time for replacement parts will be dependant upon availability and the location that the replacement part is to be shipped from, as follows:

(1) Parts that are in-stock, shipped from U.S. suppliers - 5 days

(2) Parts under 55 lb. (25 kg) that are in stock, shipped from Australia - 15 days

(3) Parts not in stock, shipped from U.S. Original Equipment Manufacturers (OEM) - 35 days

(4) Parts over 55 lb. (25 kg) that are in stock, shipped from Australia - 55 days

(5) Parts not in stock, shipped from Australia - 95 days

e. The contractor has the right to inspect any defective machine/part before and after repair. If the contractor wishes to inspect the machine/part prior to the repair, they can do so within 5 days of the initial notification. If for any reason they need to inspect the machine after the repair, they may inspect the vehicle up to 1 week after completion.

5. GOVERNMENT RESPONSIBILITIES.

The Major Subordinate Command for Interim High-Mobility Engineer Excavator (IHMEE) is the U.S. Army Tank-automotive and Armament Command (TACOM), Warren, MI 48397-5000. TACOM is responsible for managing and implementing the warranty.

IHMEE warranty claims shall be reported to the TACOM IHMEE Program Manager:

Commander
US Army Tank-automotive and Armaments Command
ATTN: AMSTA-DSA-FP-CE
Warren, MI 48397-5000
Telephone: (DSN) 786-5677
Commercial: (810) 574-5677

a. TACOM IHMEE Program Manager will:

(1) Verify, review, and process warranty claim actions.

(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 data for incomplete claims.

(4) Provide warranty claim information to the local WARCO as appropriate.

(5) Ensure that the contractor performs in accordance with the terms of the contract.

b. Equipment-Owning Unit Will:

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

(2) Submit warranty claims, using DA Form 2407 or DA Form 2407-1 (Maintenance Request Claims and Continuation Sheets), through channels to the supporting repair facility.

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

(4) During the IHMEE warranty period, the Government is responsible for the cost of routine mechanical adjustments and consumable parts unless it can be established that such part(s) was defective at the time of delivery to the original purchaser. Consumable parts consist of lubricating oil, antifreeze, filter elements, hoses, belts, etc.

c. Supporting Repair Facility Will:

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

(2) Report all defects as soon as possible, but not later than 14 days after the owner first discovered such defect (or should have discovered the defect) and claimed within 2 months. Any reported defect shall be inspected and confirmed by technical personnel from an authorized dealer or service agent of ADI, unless otherwise agreed to in writing.

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

(4) Reject invalid warranty claims or request additional information for incomplete claims.

(5) Provide labor as required to accomplish the warrantable repairs, if the contractor directs repairs to be accomplished by the owning unit (see paragraph 6c.).

(6) Tag and retain (IAW DA PAM 738-750 and this TB) all parts and pieces of parts and/or assemblies removed as a result of the warrantable defect/failure and/or correction. The removed part shall be tagged by machine serial number or registration number and held for up to 45 days. If the part(s) is required to be returned to the contractor, ADI will send a "call" box from UPS for the part to be returned. ADI will pay all freight to return the suspect part if it is required to rule on the warranty claim. In many cases, ADI will inform the user to destroy or dispose of the part locally.