
DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

WARRANTY PROGRAM**FOR**

**LOADER, SCOOP, TYPE DED,
4x4 ARTICULATED, FRAME STEER,
2 1/2 CUBIC YARD BUCKET (CCE),
AIRBORNE/AIRMOBILE,
SECTIONALIZED AND NONSECTIONALIZED**

**MODEL 950 BSCE
NSN 3805-01-260-5162**

**MODEL 950 BNSCE
NSN 3805-01-260-5163**

Headquarters, Department of the Army, Washington, DC

19 NOVEMBER 1988

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, US 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 Loader, Scoop. 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 the Loader, Scoop 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 786-7430, COMMERCIAL (313) 574-7430. 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 3a.

2. Explanation Of Terms.

a. Abuse. The improper maintenance, repair or mishandling of warranted items that may cause the warranty of those items to become void.

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

c. Alterations/Modifications. Any alteration after production such as retrofit, conversion, remanufacture, design change, engineering change and the like.

d. Contractor. Caterpillar Inc. Defense Products Department 100 N.E. Adams St., Peoria, Illinois 61629.

with the requirements of the contract or that does not otherwise function or threatens not to function as intended.

f. Reimbursement. A written provision in a warranty contract whereby the user may make the necessary repairs with or without prior approval of the contractor and the Government will be reimbursed for the repair part and/or labor costs.

g. Repair. To restore an item to serviceable condition without affecting the warranty.

h. Repair Activity. The activity authorized to perform repairs in accordance with the Maintenance Allocation Chart (MAC).

i. Supplies. In the case of defects, all assemblies, subassemblies, and parts identified in the applicable Maintenance Allocation Chart under the Depot (D Level) or Intermediate General Support (H Level) Maintenance Categories. Also, all non Intermediate General Support/Depot parts incidental to the removal and replacement of the defective Intermediate General Support/Depot assembly, subassembly or part.

j. WARCO. Warranty Control Office which serves as the intermediary between the troops owning the equipment and the local dealer, contractor, or manufacturer. All warranty claims will be processed through the WARCO.

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

l. Warranty Start Date. The date the warranty is put into effect. The warranty start date will be the same as the equipment's acceptance date.

3.Coverage-Specific.

a. This bulletin applies to the Sectionalized Scoop Loader, NSN 3805-01-260-5162, Part Number 950 BSCE, Cage 11083, and the Non-Sectionalized Scoop Loader, NSN 3805-01-260-5163, Part Number 950 BNSCE, Cage 11083. This item is manufactured by Caterpillar Inc. Peoria, Illinois, under Contract DAAE07-87-C-J050.

b. A warranty data plate will be installed on the vehicle mounted in clear view of the operator,

c. Warranty coverage under this contract starts at the time of government acceptance of the vehicles (signing of DD Form 250) and extends for 18 months there-

after. If a defect occurs during the 18 month warranty period which could impair personal safety or otherwise deadline the vehicle, the contractor agrees to extend the term of the warranty for affected end items by a period of time equal to the time from formal notification of claim until the time required to complete necessary corrections.

4. Contractor Responsibilities.

a. The time period for contractor responsibility and action under this warranty is initiated by the initial advisement of a defect. This initial advisement can be either verbal, with confirmation in writing, or in writing (DA Forms 2407 or 5504).

b. The Government may provide the replacement parts for the defective supplies through its own supply channels and be reimbursed by the contractor, or may direct the contractor to provide replacement parts free of charge. If the government chooses to have the contractor provide replacement parts the contractor will pay all costs to transport the parts to the repair location within 10 working days. If the government chooses to correct the defect itself the contractor shall bear the cost of any labor used. The cost of any non GS/Depot parts and the labor needed to remove and replace such parts to access the warranted parts shall be paid by the contractor.

c. When the Government has directed the contractor to correct the supplies, the contractor will furnish all material required to correct the defects. Contractor will provide a copy of the work order to the using unit which as a minimum will identify the (1) specific defect(s), (II) corrective action, (111) all parts required, (IV) labor hours used and (V) serial number of the end item. This work order should be submitted to TACOM attached to the warranty claim submission (DA Forms 2407 or 5504).

d. If the Government directs the Contractor to correct the defect, the Contractor shall have the option to (a) correct the defect in the field or (b) return the end item or parts to the Contractor's facility of choice. When the Contractor corrects the defect, all costs are borne by the contractor including transportation costs from the using unit to the contractor's facility and back. The contractor shall have 10 working days to complete repairs after receipt of formal notification. The contractor will extend, at no additional costs, the terms of coverage of this warranty for a time equal to the period beginning with Government formal notification (DA Forms 2407 or 5504) until such date the defects are repaired.

e. When the Contractor is directed to correct the defect, he shall notify the Government where he has

elected to correct the defect, in the field or the contractor's facility. Contractor shall advise the equipment using activity verbally at least 48 hours prior to correction, and the U.S. Army Tank-Automotive Command AMSTA-MMAP, in writing within 5 days of formal notification with the following information: facility, location of facility, the time frame in which the defect(s) will be corrected, and what dealer or individual(s) will perform the work. Should the contractor fail to accomplish required warranty corrections within 10 working days after formal notification, (or within such other time the parties may otherwise agree to in writing) the contractor agrees to extend, at no additional cost, the terms of coverage of this warranty for a time equal to the period beginning with Government formal notification until such date the defects are corrected.

5. Contractor Rights and Remedies.

The contractor shall retain the right to inspect any defective supplies, wherever located, within 30 days of notification, for the purpose of evaluating the cause of or the existence of the defect(s). If the contractor does not choose to inspect the supplies within the 30 day period, the Government will dispose of defective supplies. The above described inspection right, however, does not relieve the contractor of his responsibility to immediately initiate the warranty corrective action when notified by the Government of a warranty claim. Further, such inspection right does not preclude the Government from immediately initiating correction.

6. Government Responsibilities.

a. The Major Subordinate Command responsible for administration of the Loader, Scoop program is the U.S. Army Tank-Automotive Command, Warren, Michigan 48397-5000. TACOM is responsible for managing the warranty and implementing the warranty clause in the contract.

b. The contractor shall be notified in writing (DA Forms 5504 or 2407), or verbally, with confirmation in writing (DA Forms 5504 or 2407), following discovery of the defect or systemic defect in the supplies. Notification shall include as a minimum (1) equipment serial number, (2) operating hours or miles on equipment, (3) part number or NSN of defective part, (4) circumstances surrounding defect or failure, (5) location of equipment, (6) unit identification code (UIC), (7) point of contact with telephone number. At this time, the contractor will further be informed whether the Government has elected:

- (1) to correct the defect itself or;

- (2) to direct the contractor to correct the defect.

c. Warranty Control Office (WARCO) Responsibilities. All warranty claims will be processed through the WARCO as outlined in DA PAM 738-750, Function Users Manual for the Army Maintenance Management System (TAMMS).

7. Army Oil Analysis Program (AOAP).

The Army Oil Analysis Program (AOAP) laboratory recommendation to change oil and filter will apply. However, oil and filter changes will not exceed the change interval (calendar, miles, or hours) established by the manufacturer during the warranty period. (refer to TB 43-0210).

8. Alterations/Modifications. Alterations and modifications shall not be made unless expressly authorized by:

Commander
U.S. Army TACOM
ATTN:AMSTA-MVB
Warren, Michigan 48397-5000

9. Nullification.

The warranty set forth in this clause shall not apply to any damage or failure to perform caused by misuse or abuse of the end items or by the Government's failure to perform proper maintenance or service on the vehicle.

10. Claim Procedures.

The procedures for reporting warranty claims are found in DA PAM 738-750. For all levels of maintenance operating under the Standard Army Maintenance System (SAMS), Warranty Claim Actions are processed on DA Forms 5504 and 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. All forms should be processed in accordance with directives in DA PAM 738-750. Double check to make sure any defective parts are covered by the warranty before taking them to a dealer or contractor facility.

11. Identification of Failed Items.

Failed Items shall be tagged/identified to prevent improper repair or use. Documents that describe the use of DA Form 2402 exchange TAG and DA Forms 2407 and 5504, Maintenance Request, shall be referenced. Items requiring special handling, storage, or shipment during the processing of claims shall be identified.

12. Disposition.

The repair activity shall retain defective supplies for thirty (30) days following receipt of acknowledgement of warranty claim from TACOM. If instructions are not received within the thirty (30) day period, the Government will dispose of defective parts in accordance with the disposal regulations for the applicable part.

13. Reimbursement for Army Repair.

Contractor shall reimburse the Government by submitting monies monthly to TACOM, ATTN:AMSTA-EFD. Any monies received directly by the using unit should be forwarded to the above address.

14. Receipts/Verification Contractor Repairs.

When supplies are submitted for contractor repair, the repair activity shall:

a. Provide contractor with point of contact.

b. Obtain location, name and telephone number of contractor representative for any required follow-up purposes.

15. Claim Denials/Disputes

All denials or disputes will be handled by TACOM.

16. Reporting.

Reporting or recording action on a failed item shall be as specified in DA PAM 738-750. Contractor unique forms shall not be used.

17. Storage/Shipment/Handling.

a. Storage. Not applicable.

b. Shipment. See paragraph 4b and 4d of this bulletin.

c. Handling. See paragraph 11 of this bulletin.

18. Referenced Documents.

DA Form 2402. Exchange Tag

DA Form 2407, 2407-1, and 5504, 5504-1. Maintenance Request and Continuation Sheets

DA PAM 738-750. The Army Maintenance Management System (TAMMS)

DD PAM 250. Material Inspection and Receiving Report

TB 43-0210. The Army Oil Analysis Program