

## DEPARTMENT OF THE ARMY TECHNICAL BULLETIN

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**WARRANTY PROGRAM**  
**FOR**  
**ARMORED COMBAT EARTHMOVER**  
**(ACE), M9**  
**NSN 2350-00-808-7100**

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**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 M9 ACE. 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 M9 ACE 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) 574-7423. 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 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. Contractor.** The contractor is BMY (a division of the Harsco Corporation), P.O. Box 1512, York, PA 17405-1512.

**d. Correction.** In the case of parts listed in Appendix A, the repair or replacement of defective parts including the cost of parts, labor and transportation. In the case of parts other than those in Appendix A (Lot Defect), the repair or replacement of defective parts is limited to the cost of parts only.

**e. Defect.** Any condition or characteristic in the parts listed in Appendix A that does not function or threatens not to function as intended.

**f. Lot Defect.** Any condition or characteristic in the parts not listed in Appendix A that does not function as intended and necessitates corrective action on an entire lot or fleet of end items.

**This bulletin supersedes TB 5-2350-262-15, 31 August 1989**

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**TB 5-2350-262-15**  
**C1**

This copy is a reprint which includes current  
pages from Change 1

CHANGE

No. 1

HEADQUARTERS  
DEPARTMENT OF THE ARMY  
Washington D. C., 30 March 1993

**WARRANTY PROGRAM  
FOR  
ARMORED COMBAT EARTHMOVER  
(ACE), M9  
NSN 2350-00-808-7100**

TM 5-2350-262-15, dated 31 October, 1991, is changed as follows:

1. Remove old pages and insert new pages as indicated below.
2. New or changed information is indicated by a vertical bar in the margin of the page.

Remove Pages

Insert Pages

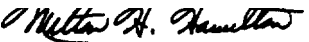
A and B

A and B

3. File this change sheet in front of the publication for reference purposes.

By Order of the Secretary of the Army:

Official:

  
MILTON H. HAMILTON  
Administrative Assistant to the  
Secretary of the Army  
03042

GORDON R. SULLIVAN  
General, United States Army  
Chief of Staff

Distribution:

To redistributed in accordance with DA Form 12-37-E, Block No. 1349, Operator, Unit, Direct Support and General Support maintenance requirements for TB 5-2350-262-15.

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**g. 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 (\$18.00 per hour).

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

**i. Repair Activity.** The activity authorized to perform repairs in accordance with the Maintenance Allocation Chart (MAC). For the M9 ACE the MAC is located in TM 5-2350-262-20.

**j. Supplies.** The assemblies/parts listed in Appendix A and in the case of lot defects all other vehicle assemblies/parts not listed in Appendix A.

**k. 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.

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

**m. Warranty Period.** Each vehicle shall be warranted for a period of eighteen (18) months after final Government acceptance.

**q. Warranty Start Date.** The date the warranty is put into effect as identified by the warranty data plate/label located on the center of the vehicle instrument panel.

### 3. Coverage-Specific.

**a** This bulletin applies to the M9 ACE, NSN 2350-00-608-7100, Part Number DL13211E8600, CAGE 97403. The item is manufactured by BMY Co., York, PA under contract # DAAE07-86-C-R100.

**b.** The contractor warrants that the parts listed in Appendix A are free from defects in design, material and workmanship for a period of 18 months. This coverage is limited to a one-time repair or replacement of each failed item or defective part on each vehicle. Furthermore, the contractor warrants the assemblies/parts other than those listed in Appendix A as being free from lot defects in design, material and workmanship for a period of 18 months. Each of these 18 month periods start on the date of Government acceptance of each vehicle.

**c.** In addition, the contractor warrants that the parts listed in Appendix B are free from defects in material and workmanship for a period as designated in Appendix B.

See Para 6c for claim procedures unique to items listed in Appendix B.

**d.** 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) Improper maintenance/repair, use or operation of warrantable item(s).
- (2) Improper environmental exposure.
- (3) Combat damage.
- (4) Accident (unless caused by failure of a warrantable item).
- (5) Acts of God.
- (6) Misuse or abuse of supplies.
- (7) Claims which labor and parts amount to less than \$50.00 for any one failure.

### 4. Contractor Responsibilities.

**a.** The contractor shall be liable for the cost of repair/replacement of those parts listed in Appendix A for valid warranted defects. The contractor's liability for these warranted defects is limited to a one-time repair or replacement of each warranted defect on each vehicle.

**b.** The contractor is liable for the cost of repair or replacement, whichever is less, of any parts not listed on Appendix A that do not function as intended on a lot basis.

**c.** For parts listed on Appendix A found to be defective, the Government has the option to require the contractor to correct the defect(s) or to correct the defect(s) itself. If the Government directs the contractor to correct the defect, the contractor shall correct the defect either at the contractor's plant or at the location of the defective supplies. If the defective supplies are returned to the contractor's plant for correction, the contractor shall bear the transportation costs to its plant and return to the Government.

**d.** Questions as to what is covered by the warranty should be directed to WARCO, TACOM LAR or to TACOM directly as outlined in paragraph 1 of this bulletin.

### 5. Government Responsibilities.

**a.** The Major Subordinate Command for the M9 ACE warranty program is the U.S. Army Tank-Automotive Command, Warren, MI 48397-5000. TACOM is responsible for managing and implementing the warranty clause in the contract. There will be no contract between the using unit and/or in-field WARCO and the contractor. All contact with the contractor will be handled by TACOM.

**b. Repair/Replacement** is authorized as prescribed by the MAC. Normal care, servicing, repair and preventive maintenance procedures shall be performed as authorized by the MAC and Preventive Maintenance Checks and Services (PMCS) section of the Technical Manual (TM).

**c.** All warranty claims will reprocessed through the WARCO as outlined in DA PAM 738-750, Functional Users Manual for the Army Maintenance Management System (TAMMS) except that contact with the contractor is restricted to TACOM.

## 6. 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 AR 700-139. 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. There is no dealer support on this item. No attempt should be made by the unit to contact the contractor.

(1) **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.

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

(3) **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 (DA Form 2407) may be required to make reimbursement for contractor services. All failed items returned for warranty claim action will be monitored by TACOM.

**c.** All warranty claims on items listed in Appendix B must be made via a DA Form 2407 and DA Form 2407-1, or DA Form 5504 and DA Form 5504-1, for warranty claims to: Commander, U.S. Army Tank-Automotive Command (TACOM), ATTN: AMSTA-MVC, Warren, MI 48397-5000. Repairs to Appendix B items must not be made (within the warranty period) without written authorization from TACOM. Failure to follow this procedure will result in the warranty being voided.

**7. 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.

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

**9. 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.

## 10. Storage/Shipment/Handling.

**a. Storage.** Not applicable.

**b. Shipment.** Reference paragraph 4c.

**c. Handling.** Reference paragraph 6.

## APPENDIX A

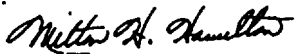
<u>PART NUMBER</u>	<u>CAGE</u>	<u>NSN</u>	<u>NOMENCLATURE</u>
12325843	19207	2590-01-182-1306	Cylinder Assembly
12315844	19207	3040-01-187-0571	Cylinder Assembly
PVB1ORSY31C11	62983	4320-01-167-8099	Pump, Axial, Piston
PF4033-2738	05842	4320-01-167-8099	Pump, Axial, Piston
8511-050000	81833	4820-01-169-5136	Valve Group, Reg
13211E8700	97403	2520-01-154-9993	Drive Assembly, Final
CBS4757	15434	2815-01-178-5461	Engine
12325845	19207	2540-01-183-6865	Cylinder Assembly
13204E2560	97403	4810-01-154-9991	Actuator
13204E2561	97403	4810-01-154-9992	Actuator
13211E8750	97403	2520-01-171-0027	Transfer, Trans
288835	40152	2520-01-181-6423	Transmission, Hyd
13215E6600	97403	2530-01-167-8052	Steer Unit
ITEM DELETED			
MC3F1A19D15B	64294	2520-01-186-3334	Motor, Hyd

## APPENDIX B

<u>PART NUMBER</u>	<u>CAGE</u>	<u>NSN</u>	<u>NOMENCLATURE</u>	<u>WARRANTY</u>
12352500-2	19207	2350-01-226-0555	Track assembly	1 year
306661	67049	2930-01-216-5646	Radiator	1 year
13214E2910	97403	2590-01-158-4062	Winch Assembly	1 year
13214E2802	97403	4820-01-182-4215	Valve Assembly	1 year
PVB10RSY31C11	62983	4320-01-132-0609	Pump, Compensating	1 year
12325842	19207	3040-01-183-8357	Cylinder	2 years
12325845	19207	2590-01-183-6865	Cylinder	2 years

By Order of the Secretary of the Army:

Official:



MILTON H. HAMILTON  
*Administrative Assistant to the  
Secretary of the Army*  
00064

GORDON R. SULLIVAN  
*General, United States Army  
Chief of Staff*

Distribution:

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