TB 9-4120-399-24

Department of the Army Technical Bulletin

WARRANTY PROGRAM

for

AIR CONDITIONER, VERTICAL COMPACT,

36,000 Btu/Hr

MODEL 3863

NSN: 4120-01-244-6385

Headquarters, Department of the Army Washington, D.C.

31 August 1990

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1. GENERAL. The purpose of this technical bulletin is to outline the procedures for identifying warranted items of the air conditioner. This bulletin defines a material and workmanship warranty for the equipment described within this document.

2. EXPLANATION OF TERMS. The definitions that apply to this Warranty Technical Bulletin can be found in Appendix A.

3. COVERAGE. The contractor, Applied Companies, guarantees the air conditioner as described within Table 1-1 and all parts thereof, at the time of acceptance or delivery, to be free from all defects in material and workmanship for 24 months from acceptance date. Expendable items such as filters (air, fuel and oil), or any expendable items provided as part of spares, are not covered under the warranty on this contract.

Table	1-1.	Covered	ltem
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Nomenclature	Air Conditioner, Vertical Compact, 36000 Btu/Hr	
Line Item Number:	A24934	
Model Number	3863	
NSN:	4120-01-244-6385	
Manufacturer and Part Number:	Applied Companies San Fernando, CA 91340 FSCM: 54080 Part Number 3791	
Serial Numbers:	0001 through 0718	
Contract Number:	DAAK01-86D-C072	
Coverage Period:	24 months	
Type of Coverage:	Material and workmanship	

4. CONTRACTOR RESPONSIBILITIES. The contractor is responsible for providing repair or replacement of warranted items as prescribed by this Technical Bulletin upon receipt, within the warranty period, of a properly completed Material Deficiency Report (MDR) along with the hardware to be repaired or replaced,

a The contractor shall repair or replace all defective parts within 20 days of receipt as above provided, or within such additional time as the contractor and contracting officer shall agree is reasonable under all circumstances.

b. If the contractor fails to accomplish the repair or replacement within the prescribed time limits, the government may procure the required parts from another source and the contractor shall be responsible to reimburse the government the costs of such procurement. (As well as reasonable labor charges to effect the repair) - In such event, the contractor may retain the items which were returned and not timely repaired or replaced

c. If the government determines that a defective warranted item is within the maintenance capability of the user, but is within the responsibility of the contractor as prescribed herein, the user may proceed to repair or replace. Any parts which are shown to be defective at the time of delivery, may be returned to the contractor for replacement and the contractor will replace them at no cost to the government.

5. GOVERNMENT RESPONSIBILITIES. using units are responsible for reporting failures to: U.S. ARMY TROOP SUPPORT COMMAND, 4300 GOODFELLOW BLVD., ATTN: AMSTR-QE, ST. LOUIS, MO 63120-1798. AUTOVON 693-9457, CMCL (314) 263-9457.

a. Government Maintenance. Using units are allowed to perform troubleshooting, preventive maintenance and replacement of defective components as authorized by Technical Manual TM 5-4120-399-14 and the Maintenance Allocation Chart included in that manual.

b. Owning Unit Responsibilities. The Government shall be responsible for notifying the Contractor of any defective or nonconforming items. In all situations when repair or replacement requires transportation of the nonconforming or defective item(s), shipping cost from the original line item delivery point to the Contractor's plant and return shall be at the expense of the Government. Transportation costs from other than the original delivery point shall also be at the expense of the Government.

(1) On items used within the Continental 48 states of the United States and the District of Columbia, the guarantee shall include the furnishing of new or repaired items to replace any that prove to be nonconforming and/or defective within the warranty period

(2) On items outside the Continental 48 states of the United States and outside the District of Columbia, the guarantee shall include the furnishing of new or repaired items to replace any that prove to be nonconforming and/or defective within the warranty period. Such items shall be delivered via air by the Contractor to the destination designated by the Government. The Government shall be responsible for transportation costs not to exceed the greater of F.O.B. Contractor's plant or the original line item destination, whichever is more advantageous to the government. Return of defective items to the Contractor shall be at the option and at the expense of the Government.

c. Warranty Control Office (WARCO). The WARCO shall serve as an intermediary between the troops owning the equipment and the contractor. All