

Requested by Representative BREESE-IVERSON

**PROPOSED AMENDMENTS TO
A-ENGROSSED SENATE BILL 1596**

1 On page 1 of the printed A-engrossed bill, delete lines 11 through 15 and
2 insert:

3 “(a) ‘Authorized service provider’ means a person that has an arrange-
4 ment with an original equipment manufacturer under which:

5 “(A) The original equipment manufacturer grants a license to the person
6 for the use of, or otherwise permits the person to use, the original equipment
7 manufacturer’s trade name, service mark or other proprietary identification
8 for the purpose of offering the services of diagnosing, maintaining, repairing
9 or updating consumer electronic equipment; or

10 “(B) The person offers the services of diagnosing, maintaining, repairing
11 or updating consumer electronic equipment on behalf of the original equip-
12 ment manufacturer or under the original equipment manufacturer’s war-
13 ranty.”.

14 On page 2, delete lines 1 through 9.

15 Delete lines 34 through 36 and insert:

16 “(i) An independent repair provider or an owner at costs and on terms
17 that are reasonably equivalent to the costs and terms at which the original
18 equipment manufacturer offers the parts to an authorized service provider
19 and that:”.

20 Delete lines 42 through 45 and insert:

21 “(II) Do not impose a condition, obligation or restriction that does not

1 also apply to authorized service providers; and”.

2 On page 3, delete lines 5 through 11 and insert:

3 “(I) Imposing advertising restrictions upon the authorized service provider
4 as a means of retaliation; or

5 “(II) Imposing a condition, obligation or restriction that does not also
6 apply to authorized service providers.”.

7 On page 4, line 6, delete “January 1, 2025” and insert “July 1, 2026”.

8 In line 10, after “equipment” insert a semicolon and delete the rest of the
9 line and line 11.

10 In line 13, after “or” insert “misleading”.

11 After line 14, insert:

12 “(c) An original equipment manufacturer may not fully disable an other-
13 wise functional battery, even if the original equipment manufacturer did not
14 approve the battery for use in consumer electronic equipment that the ori-
15 ginal equipment manufacturer makes.”.

16 Delete lines 16 through 44 and insert:

17 “(a) Require an original equipment manufacturer to:

18 “(A) Disclose a trade secret or license intellectual property, including
19 copyrights or patents, to an independent repair provider or an owner except
20 as necessary to provide, on fair and reasonable terms, any documentation,
21 tool, part or other device or implement used to diagnose, maintain, repair
22 or update consumer electronic equipment.

23 “(B) Make available special documentation, tools, parts or other devices
24 or implements that would disable or override, without an owner’s authori-
25 zation, anti-theft or privacy security measures that the owner sets for con-
26 sumer electronic equipment.

27 “(C) Provide to an independent repair provider or an owner any part that
28 the equipment manufacturer no longer makes or no longer provides to au-
29 thorized service providers.

30 “(D) Provide parts, tools or documentation for repairing consumer elec-

1 tronic equipment that is critical to the life, health or safety of individuals
2 or for repairs that could threaten the life, health or safety of individuals,
3 including repairs to consumer electronic equipment with internal switch-
4 mode power supplies.

5 “(b) Impose liability on an original equipment manufacturer:

6 “(A) For any bodily injury or damage to consumer electronic equipment
7 that an independent repair provider or an owner causes while diagnosing,
8 maintaining, repairing or updating the consumer electronic equipment using
9 documentation, tools, parts or other devices or implements that the original
10 equipment manufacturer made available on fair and reasonable terms to an
11 authorized service provider, an independent repair provider or an owner be-
12 fore the date of the diagnosis, maintenance, repair or update, except that an
13 original equipment manufacturer remains liable to the extent that the laws
14 of this state provide for strict liability for defects in the design or manu-
15 facture of the consumer electronic equipment.

16 “(B) For harm to a consumer, to consumer electronic equipment or to
17 other property as a result of a thermal event or other safety-related event
18 caused by a battery or the installation of a battery that the original equip-
19 ment manufacturer did not approve for use in the consumer electronic
20 equipment.

21 “(C) If a repair results in a reduction of functions or features of consumer
22 electronic equipment that relies on authentication or recognition of a part
23 for:

24 “(i) User safety, privacy or data security;

25 “(ii) Compliance with applicable laws, regulations or standards; or

26 “(iii) Full functionality, if a function or feature depends directly upon
27 accurate information that is communicated by means of parts pairing be-
28 tween the consumer electronic equipment and a part.

29 “(c) Alter the terms of any agreement or arrangement between an original
30 equipment manufacturer and an authorized service provider including, but

1 not limited to, the authorized service provider’s performance or provision of
2 warranty service or recall repair work on the original equipment
3 manufacturer’s behalf under the agreement or arrangement, except that any
4 provision in the agreement or arrangement that purports to waive, restrict
5 or limit the original equipment manufacturer’s compliance with this section
6 is void and unenforceable.”.

7 In line 45, delete “(g)” and insert “(d)”.

8 On page 9, delete lines 6 through 16 and insert:

9 **“SECTION 6. Section 1 of this 2024 Act applies to consumer elec-**
10 **tronic equipment that was sold in this state or was in use in this state**
11 **on or after July 1, 2021.”.**

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