

## Summary from The Repair Association

November 15, 2024

This version includes updated definitions and exemptions already in statute in multiple states.

We included exemptions for equipment managed by electrical utilities and allowances for state laws dictating licensed trades. Recommended text includes accommodation for repairs made as part of a cable TV or home security monitoring system contracts.

Parts requirements have been clarified to define and restrict the use of “parts pairing” to block repair. Remote pairing is allowed, but cannot be used to limit repair. Parts assemblies can be used, but cannot be based only on availability to “retail” repair shops as the vast bulk of repairs are done in factory or depot repair settings with wider access to component parts.

Documentation requirements are clarified to reflect the specific forms of schematic diagrams, diagnostic tools and firmware to be provided at no charge even when spare parts are no longer required. This ties to the requirement to make information available back in time, for which there is no cost associated with manufacturing or inventory management.

We recommend the start date of the statute be July 1, 2021 for cell phones and tablets, as agreed in NY, MN, CA, OR, and CO, and July 1, 2015 for all other products (as agreed in OR). There is no requirement to provide parts when parts are no longer available to the OEM, so the ten-year lookback applies only to documentation, diagnostics, and software defect support.

Additional categories of equipment, such as for Powered Wheelchairs, Agricultural and Forestry Equipment, Medical Equipment and Motor Vehicles require some specialized language which is not included in this general template but is available on demand.

Please contact us with questions, suggestions, arguments, or any other feedback: [info@repair.org](mailto:info@repair.org).

# 2025 Legislative Template for Digital Right to Repair

**Updated August 1, 2024**

An Act to promote equipment owner choice and competition by requiring manufacturers of digital electronic equipment to make available to owners and independent repair providers, on fair and reasonable terms, the documentation, parts, and tools used to diagnose, maintain, and repair such equipment.

**Section 1. Short title.** This Act may be cited as the Right to Repair Act

**Section 2. Requirements.**

- (a) For digital electronic equipment and parts for such equipment that are sold or used in this State, an original equipment manufacturer shall make available to any independent repair provider and owner of digital electronic equipment manufactured by on behalf of, or sold by such original equipment manufacturer, on fair and reasonable terms, any documentation, parts, and tools, required for the diagnosis, maintenance, or repair of such digital electronic equipment and parts for such equipment, inclusive of any updates. Such documentation, parts and tools shall be made available either directly by such original equipment manufacturer or via an authorized repair provider or distributor.
- (b) An original equipment manufacturer shall not use parts pairing or any other mechanism to:
  - (i) prevent the installation or functioning of any otherwise-functional part, including a non-manufacturer approved replacement part or component;
  - (ii) inhibit or reduce the functioning of any part or board-level component, such that replacement by an independent repair provider or the device owner would cause the device to operate with reduced functionality or performance;

- (iii) create false, misleading, deceptive, or non-dismissable alerts or warnings about parts;
  - (iv) charge additional fees or increased prices for future repairs; or
  - (v) limit who can purchase parts or perform repair services.
- (c) For equipment that requires deactivating a lock for purposes of repair, the original equipment manufacturer shall make available to any owner, or independent repair provider, with the express permission of the owner, on fair and reasonable terms, any special documentation, tools, and parts needed to access and reset the lock or function when disabled in the course of diagnosis, maintenance, or repair of such equipment. Such documentation, tools, and parts may be made available through an appropriate secure release system.

**Section 3. Definitions.** In this Act:

- (a) “Authorized Repair Provider” means an individual or business who has an arrangement with the original equipment manufacturer under which the original equipment manufacturer grants to the individual or business a license to use a trade name, service mark, or other proprietary identifiers for the purposes of offering the services of diagnosis, maintenance, or repair of digital electronic equipment under the name of the original equipment manufacturer, or other arrangement with the original equipment manufacturer to offer such services on behalf of, or under contract to, the original equipment manufacturer. An original equipment manufacturer who offers the services of diagnosis, maintenance, or repair of its own digital electronic equipment shall be considered an authorized repair provider with respect to such equipment.
- (b) “Digital electronic equipment” or “equipment” means any product that depends for its functioning, in whole or in part, on digital electronics embedded in or attached to the product.

- (c) “Documentation” means any manual, maintenance procedures, functional and wiring diagrams, reporting output, service code description, boardview file or complete PCB layout, PCB schematic, security code, password, training material, troubleshooting information, full list of required tools, full parts list, and other guidance or information used in effecting the services of diagnosis, maintenance, or repair of digital electronic equipment.
- (d) “Embedded software” means any programmable software instructions delivered with or loaded onto equipment, or a part of such equipment, to allow the equipment or part to operate or communicate with other computer hardware. Embedded software includes all relevant patches and fixes that the manufacturer makes for purposes of diagnosis, maintenance, or repair of equipment.
- (e) “Fair and reasonable terms” means all of the following:
- (i) at costs and terms that are equivalent to the most favorable costs and terms under which an original equipment manufacturer offers to an authorized repair provider, accounting for any discount, rebate, convenient and timely means of delivery, means of enabling fully restored and updated functionality, rights of use, or other incentive and preference the original manufacturer offers to an authorized repair provider, or any additional cost, burden, or impediment the original equipment manufacturer imposes on an owner or independent repair provider.
  - (ii) with respect to documentation, made available by the original equipment manufacturer without requiring any contract agreement or account creation and at no charge except that, when the documentation is requested in physical printed form, a charge may be included for the reasonable actual costs of preparing and sending the copy.
  - (iii) with respect to tools, made available by the original equipment manufacturer

- A. at no charge, except that, when a tool is requested in physical form, a charge may be included for the reasonable, actual costs of preparing and sending such tool;
  - B. without requiring authorization or internet access for the use or operation of such tools, or imposing impediments to access or use of the tools to diagnose, maintain, or repair and enable full functionality of digital electronic equipment; and
  - C. in a manner that does not impair the efficient and cost-effective performance of any such diagnosis, maintenance, or repair.
- (iv) with respect to parts, made available by the original equipment manufacturer, either directly or through an authorized repair provider, in a manner that:
- A. is not conditioned on or imposing a substantial obligation or restriction that is not reasonably necessary for enabling the owner or independent repair provider to engage in the diagnosis, maintenance, or repair of digital electronic equipment made by or on behalf of the original equipment manufacturer;
  - B. does not require a minimum or maximum quantity of parts that owners and independent repair providers can purchase; and
  - C. does not condition access to parts on any additional contract other than a purchase order.
- (f) “Independent repair provider” means an individual or business operating in the state that does not have an arrangement described in paragraph (a) of this subdivision with an original equipment manufacturer, and who is engaged in the services of diagnosis, maintenance, or repair of digital electronic equipment.

- (g) “Original equipment manufacturer” or “manufacturer” means a business engaged in the business of selling, leasing, or otherwise supplying new digital electronic equipment manufactured by or on behalf of itself, to any individual or business.
- (h) “Owner” means an individual or business who owns or leases digital electronic equipment purchased or used in this state.
- (i) “Part” means any replacement part, either new or used, made available or used by an original equipment manufacturer or its authorized repair providers for purposes of effecting the services of maintenance or repair of digital electronic equipment manufactured by or on behalf of, sold or otherwise supplied by the original equipment manufacturer.
- (j) “Parts Pairing” refers to the practice by manufacturers of using software to identify component parts through a unique identifier.
- (k) “Tool” means any software program, hardware implement, or other apparatus used for diagnosis, maintenance, or repair of digital electronic equipment, including software or other mechanisms that provision, program, or pair a new part, calibrate functionality, or perform any other function required to bring the product back to fully functional condition, including any updates.
- (l) “Trade secret” has the meaning given it in [cite the definition in state law, or if no state definition, to 18 U.S.C. 1839].
- (m) “Updates” means recommended corrections or adjustments to parts, tools or information that are created and distributed by the OEM and used in offering the services of diagnosis, maintenance or repair of digital electronic equipment.

#### **Section 4. Enforcement by Attorney General**

If the Attorney General determines that a failure to provide documentation, parts, or tools as described in Section 2 constitutes an unfair method of competition, false advertising, or unfair or deceptive trade practices under [insert relevant statute] law, all remedies,

penalties, and authority granted to the Attorney General by that law shall be available to him or her for the enforcement of this Act.

### **Section 5. Limitations.**

- (a) Nothing in this section shall be construed to require an original equipment manufacturer to divulge any trade secret to any owner or independent service provider, except as necessary to perform diagnosis, maintenance, or repair on fair and reasonable terms.
- (b) Nothing in this section shall be construed to alter the terms of any arrangement described in subsection (a) of section 2 in force between an authorized repair provider and an original equipment manufacturer, including, but not limited to, the performance or provision of warranty or recall repair work by an authorized repair provider on behalf of an original equipment manufacturer and pursuant to such arrangement, except that any provision in such terms that purports to waive, avoid, restrict or limit the original equipment manufacturer's obligations to comply with this Act shall be void and unenforceable.
- (c) No original equipment manufacturer or authorized repair provider shall be liable for any damage or injury to any digital electronic equipment caused by an independent repair provider or owner which occurs during the course of repair, diagnosis, or maintenance and is not attributable to the original equipment manufacturer or authorized repair provider other than if the failure is attributable to design or manufacturing defects.
- (d) Nothing in this section shall be construed to require a manufacturer to make available special documentation, tools, and parts that would disable or override anti theft security measures set by the owner of the product without the owner's authorization.
- (e) Nothing in this section shall be construed to require a manufacturer to sell a part if the part is no longer available to the manufacturer.

- (f) Nothing in this section shall be construed to require a manufacturer to sell any service materials that would be illegal to use under federal or state law.

## **Section 6. Exclusions**

### **“Digital electronic equipment” does not include:**

- (a) A motor vehicle that is designed to transport individuals or property on a street or highway and is certified by a motor vehicle manufacturer under all requirements for the distribution and sale of motor vehicles in the United States;
- (b) A medical device, having the same meaning as “device” as set forth in Section 201 of the "Federal Food, Drug, and Cosmetic act", 21 u.s.c. sec. 321 (h), as amended;
- (c) Industrial, construction, compact construction, mining or road-building equipment;
- (d) A product purchased, installed, and maintained by a public or regulated utility such as power, gas, or water distribution;
- (e) Marine vessels, aviation, all-terrain sport vehicles and recreational vehicles, including racing vehicles;
- (f) Safety communications equipment, the intended use of which is for emergency response or prevention purposes by an emergency system organization, such as a police, fire, life safety, or medical and emergency rescue services agency;
- (g) Set top boxes, modems, or all-in-one devices delivering internet, video, and voice services that are distributed by a video, internet, or voice service provider if the service provider offers equivalent or better, readily available replacement equipment at no charge to the customer; and
- (h) Fire alarm systems, intrusion detection equipment that is provided with a security monitoring service, life safety systems, and physical access control equipment, including electronic keypads and similar building access control electronics.

**Section 6. Applicability.** This Act applies to equipment first manufactured and sold on or after July 1, 2015.



**Section 7. Effective date.** This act shall take effect six months after it shall have become a law.