



1 original equipment manufacturer. An original equipment  
2 manufacturer who offers the services of diagnosis, maintenance,  
3 or repair of its own digital electronic equipment, and who does  
4 not have an arrangement described in this definition with an  
5 unaffiliated individual or business, shall be considered an  
6 authorized repair provider with respect to the equipment.

7 "Digital electronic equipment" or "equipment" means any  
8 product that depends for its functioning, in whole or in part,  
9 upon digital electronics embedded in or attached to the product.

10 "Documentation" means any manual, diagram, reporting  
11 output, service code description, schematic diagram, or similar  
12 kinds of information provided to an authorized repair provider  
13 for purposes of its effecting the services of diagnosis,  
14 maintenance, or repair of digital electronic equipment.

15 "Embedded software" means any programmable instructions  
16 provided on firmware delivered with digital electronic  
17 equipment, or with a part for the equipment, for purposes of  
18 equipment operation, including all relevant patches and fixes  
19 made by the manufacturer of the equipment or part for these  
20 purposes.



1 "Fair and reasonable terms" for purposes of obtaining a  
2 part or tool or documentation means at costs and terms,  
3 including convenience of delivery, and including rights of use,  
4 equivalent to what is offered by the original equipment  
5 manufacturer to an authorized repair provider, using the net  
6 costs that would be incurred by an authorized repair provider in  
7 obtaining an equivalent part or tool or documentation from the  
8 original equipment manufacturer, accounting for any discounts,  
9 rebates, or other incentive programs in arriving at the actual  
10 net costs. For purposes of documentation, including any  
11 relevant updates, "fair and reasonable terms" means at no  
12 charge, except that, when the documentation is requested in  
13 physical printed form, a charge may be included for the  
14 reasonable actual costs of preparing and sending the copy.

15 "Firmware" means a software program or set of instructions  
16 programmed on digital electronic equipment, or on a part for the  
17 equipment, to allow the equipment or part to communicate with  
18 other computer hardware.

19 "Independent repair provider" means an individual or  
20 business operating in this State, who does not have an  
21 arrangement with an original equipment manufacturer, and who is



1 not affiliated with any individual or business who has an  
2 arrangement, and who is engaged in the services of diagnosis,  
3 maintenance, or repair of digital electronic equipment, except  
4 that an original equipment manufacturer or, with respect to that  
5 original equipment manufacturer, an individual or business who  
6 has an arrangement with that original equipment manufacturer, or  
7 who is affiliated with an individual or business who has an  
8 arrangement with that original equipment manufacturer, shall be  
9 considered an independent repair provider for purposes of those  
10 instances in which it engages in the services of diagnosis,  
11 maintenance, or repair of digital electronic equipment that is  
12 not manufactured by or sold under the name of that original  
13 equipment manufacturer.

14 "Manufacturer of motor vehicle equipment" means a business  
15 engaged in the business of manufacturing or supplying components  
16 that are used in the manufacture, maintenance, or repair of a  
17 motor vehicle.

18 "Motor vehicle" means a vehicle that is designed for  
19 transporting persons or property on a street or highway and is  
20 certified by the manufacturer under all applicable federal  
21 safety and emissions standards and requirements for distribution



1 and sale in the United States. "Motor vehicle" does not  
2 include:

- 3 (1) A motorcycle; or
- 4 (2) A recreational vehicle or an auto home equipped for  
5 habitation.

6 "Motor vehicle dealer" means an individual or business who,  
7 in the ordinary course of business, is engaged in the business  
8 of selling or leasing new motor vehicles to an individual or  
9 business pursuant to a franchise agreement, has obtained a  
10 license under section 437-2, and is engaged in the services of  
11 diagnosis, maintenance, or repair of motor vehicles or motor  
12 vehicle engines pursuant to that franchise agreement.

13 "Motor vehicle manufacturer" means a business engaged in  
14 the business of manufacturing or assembling new motor vehicles.

15 "Original equipment manufacturer" means a business engaged  
16 in the business of selling or leasing new digital electronic  
17 equipment manufactured by or on behalf of itself, to any  
18 individual or business.

19 "Owner" means an individual or business who owns or leases  
20 digital electronic equipment purchased or used in this State.



1 "Part" means any replacement part, either new or used, made  
2 available by an original equipment manufacturer for purposes of  
3 effecting the services of maintenance or repair of digital  
4 electronic equipment manufactured or sold by the original  
5 equipment manufacturer.

6 "Trade secret" shall have the same meaning as that term is  
7 defined in section 482B-2.

8 § -2 Requirements. (a) For digital electronic  
9 equipment, and parts for the equipment, sold or used in this  
10 State, an original equipment manufacturer shall make available,  
11 for purposes of diagnosis, maintenance, or repair, to any  
12 independent repair provider, or to the owner of digital  
13 electronic equipment manufactured by or on behalf of, or sold  
14 by, the original equipment manufacturer, on fair and reasonable  
15 terms, documentation, parts, and tools, inclusive of any updates  
16 to information or embedded software. Nothing in this section  
17 requires an original equipment manufacturer to make available a  
18 part if the part is no longer available to the original  
19 equipment manufacturer.

20 (b) For equipment that contains an electronic security  
21 lock or other security-related function, the original equipment



1 manufacturer shall make available to the owner and independent  
2 repair providers, on fair and reasonable terms, any special  
3 documentation, tools, and parts needed to reset the lock or  
4 function when disabled in the course of diagnosis, maintenance,  
5 or repair of the equipment. The documentation, tools, and parts  
6 may be made available through appropriate secure release  
7 systems.

8       § -3 **Enforcement by attorney general.** Violation of any  
9 of the provisions of this chapter shall be deemed an unfair or  
10 deceptive act or practice under section 480-2. All remedies,  
11 penalties, and authority granted to the attorney general by  
12 chapter 480 shall be available to the attorney general in the  
13 enforcement of this chapter.

14       § -4 **Limitations.** (a) Nothing in this chapter shall be  
15 construed to require an original equipment manufacturer to  
16 divulge a trade secret to an owner or an independent service  
17 provider except as necessary to provide documentation, parts,  
18 and tools on fair and reasonable terms.

19       (b) Nothing in this chapter shall be construed to alter  
20 the terms of any arrangement in force between an authorized  
21 repair provider and an original equipment manufacturer,



1 including the performance or provision of warranty or recall  
2 repair work by an authorized repair provider on behalf of an  
3 original equipment manufacturer pursuant to the arrangement,  
4 except that any provision in terms that purports to waive,  
5 avoid, restrict, or limit the original equipment manufacturer's  
6 obligations to comply with this chapter shall be void and  
7 unenforceable.

8 (c) Nothing in this chapter shall be construed to require  
9 an original equipment manufacturer or an authorized repair  
10 provider to provide to an owner or independent repair provider  
11 access to information, other than documentation, that is  
12 provided by the original equipment manufacturer to an authorized  
13 repair provider pursuant to the terms of the arrangement between  
14 the authorized repair provider and the original equipment  
15 manufacturer.

16 § -5 **Exclusions.** Nothing in this chapter shall apply to  
17 a motor vehicle manufacturer, manufacturer of motor vehicle  
18 equipment, or motor vehicle dealer acting in that capacity or to  
19 any product or service of a motor vehicle manufacturer,  
20 manufacturer of motor vehicle equipment, or motor vehicle dealer  
21 acting in that capacity.





1           §   -6 **Applicability.** This chapter shall apply with  
2 respect to equipment sold or in use on or after the effective  
3 date of this chapter."

4           SECTION 2. This Act shall take effect on July 1, 2050.



**Report Title:**

Digital Electronic Equipment; Repairs; Original Equipment  
Manufacturers; Independent Repair Providers

**Description:**

Requires original equipment manufacturers of digital electronic  
equipment to make documentation, parts, and tools available to  
independent repair providers and owners for the purposes of  
diagnosis, maintenance, and repair on fair and reasonable terms.  
Effective 7/1/2050. (HD1)

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