

LC004208

IN GENERAL ASSEMBLY

RELATING TO COMMERCIAL LAW--GENERAL REGULATORY PROVISIONS --
DIGITAL ELECTRONICS RIGHT TO REPAIR ACT

Referred To: House Corporations

1 SECTION 1. Title 6 of the General Laws entitled "COMMERCIAL LAW — GENERAL
2 REGULATORY PROVISIONS" is hereby amended by adding thereto the following chapter:

DIGITAL ELECTRONICS RIGHT TO REPAIR ACT

6 This chapter shall be known and may be cited as the "Digital Electronics Right to Repair
7 Act."

(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 this equipment, inclusive of any updates. The documentation, parts and tools shall be made available either directly, by such original equipment manufacturer or via an authorized repair provider or distributor.

17 (b) An original equipment manufacturer shall not use parts pairing or any other mechanism
18 to:

1 (1) Prevent the installation or functioning of any otherwise-functional part, including a
2 non-manufacturer approved replacement part or component;

3 (2) Inhibit or reduce the functioning of any part, such that replacement by an independent
4 repair provider or the device owner, would cause the device to operate with reduced functionality
5 or performance;

6 (3) Create false, misleading, deceptive, or non-dismissible alerts or warnings about parts;

7 (4) Charge additional fees or increased prices for future repairs; or

8 (5) Limit who can purchase parts or perform repair services.

9 (c) For equipment that requires deactivating a lock for purposes of repair, the original
10 equipment manufacturer shall make available to any owner, or independent repair provider, with
11 the express permission of the owner, on fair and reasonable terms, any special documentation, tools,
12 and parts needed to access and reset the lock or function, when disabled in the course of diagnosis,
13 maintenance, or repair of such equipment. This documentation, tools, and parts may be made
14 available through an appropriate secure release system.

15 **6-63-3. Definitions.**

16 As used in this chapter:

17 (1) "Authorized repair provider" means an individual or business who has an arrangement
18 with the original equipment manufacturer under which the original equipment manufacturer, grants
19 to the individual or business a license to use a tradename, service mark, or other proprietary
20 identifiers for the purposes of offering the services of diagnosis, maintenance, or repair of digital
21 electronic equipment, under the name of the original equipment manufacturer, or other arrangement
22 with the original equipment manufacturer, to offer such services on behalf of, or under contract to,
23 the original equipment manufacturer. An original equipment manufacturer who offers the services
24 of diagnosis, maintenance, or repair of its own digital electronic equipment, shall be considered an
25 authorized repair provider with respect to this equipment.

26 (2) "Digital electronic equipment" or "equipment" means any product that depends for its
27 functioning, in whole or in part, on digital electronics embedded in or attached to the product.

28 (3) "Documentation" means any manual, maintenance procedures, functional and wiring
29 diagrams, reporting output, service code description, circuit board schematics, security code,
30 password, training material, troubleshooting information, list of required tools, parts list, or other
31 guidance or information used in effecting the services of diagnosis, maintenance, or repair of digital
32 electronic equipment.

33 (4) "Embedded software" means any programmable software instructions delivered with
34 or loaded onto equipment, or a part of this equipment, to allow the equipment or part to operate or

1 communicate with other computer hardware. Embedded software includes all relevant patches and
2 fixes, that the manufacturer makes for purposes of diagnosis, maintenance, or repair of equipment.

3 (5) "Independent repair provider" means an individual or business operating in the state,
4 that does not have an arrangement described in subsection (1) of this section with, an original
5 equipment manufacturer, and who is engaged in the services of diagnosis, maintenance, or repair
6 of digital electronic equipment.

7 (6) "On fair and reasonable terms" means all of the following:

8 (i) At costs and terms, that are equivalent to the most favorable costs and terms under which
9 an original equipment manufacturer offers to an authorized repair provider, accounting for any
10 discount, rebate, convenient and timely means of delivery, means of enabling fully restored and
11 updated functionality, rights of use, or other incentive and preference the original manufacturer
12 offers to an authorized repair provider, or any additional cost, burden, or impediment the original
13 equipment manufacturer imposes on an owner or independent repair provider.

14 (ii) With respect to documentation, made available by the original equipment manufacturer
15 at no charge, except that, when the documentation is requested in physical printed form, a charge
16 may be included for the reasonable actual costs of preparing and sending the copy.

17 (iii) With respect to tools, made available by the original equipment manufacturer:

18 (A) At no charge, except that, when a tool is requested in physical form, a charge may be
19 included for the reasonable, actual costs of preparing and sending the tool;

20 (B) Without requiring authorization or Internet access, for the use or operation of these
21 tools, or imposing impediments to access or use of the tools to diagnose, maintain, or repair and
22 enable full functionality of digital electronic equipment; and

23 (C) Not in a manner that impairs the efficient and cost-effective performance of any
24 diagnosis, maintenance, or repair.

25 (iv) With respect to parts, made available by the original equipment manufacturer, either
26 directly or through an authorized repair provider, in a manner that:

27 (A) Is not conditioned on or imposing a substantial obligation or restriction including, but
28 not limited to, a minimum or reasonable maximum quantity of parts that owners and independent
29 repair providers can purchase, that is not reasonably necessary, for enabling the owner or
30 independent repair provider to engage in the diagnosis, maintenance, or repair of digital electronic
31 equipment made by or on behalf of the original equipment manufacturer; and

32 (B) Does not condition access to parts on any additional contract, other than a purchase
33 order.

34 (7) "Original equipment manufacturer" or "manufacturer" means a business engaged in the

1 business of selling, leasing, or otherwise supplying new digital electronic equipment manufactured
2 by or on behalf of itself, to any individual or business.

3 (8) "Owner" means an individual or business, who owns or leases digital electronic
4 equipment purchased or used in this state.

5 (9) "Part" means any replacement part, either new or used, made available by an original
6 equipment manufacturer for purposes of effecting the service, maintenance or repair of electronics-
7 enabled equipment manufactured by or on behalf of, sold or otherwise supplied by the original
8 equipment manufacturers, implemented by or with surrogate distributors.

9 (10) "Parts pairing" refers to the practice by manufacturers of using software to identify
10 component parts through a unique identifier.

11 (11) "Surrogate distributor" means any independent dealership, wholesale distributor,
12 and/or any retail establishment dealing in electronic equipment.

13 (12) "Tool" means any software program, hardware implement, or other apparatus used for
14 diagnosis, maintenance, or repair of digital electronic equipment, including software or other
15 mechanisms that provision, program, or pair a new part, calibrate functionality, or perform any
16 other function, required to bring the product back to fully functional condition, including any
17 updates.

18 (13) "Trade secret" has the meaning as defined in § 6-41-1.

19 **6-63-4. Enforcement by attorney general.**

20 If the attorney general determines that a failure to provide documentation, parts, or tools as
21 described in § 6-63-2 constitutes an unfair method of competition, false advertising, or unfair or
22 deceptive trade practices under chapter 13.1 of title 6, all remedies, penalties, and authority granted
23 to the attorney general by that chapter, shall be available to the attorney general, for the enforcement
24 of this chapter.

25 **6-63-5. Limitations.**

26 (a) Nothing in this chapter shall be construed to require an original equipment manufacturer
27 to divulge any trade secret to any owner or independent service provider, except as necessary to
28 perform diagnosis, maintenance, or repair on fair and reasonable terms.

29 (b) Nothing in this chapter shall be construed to alter the terms of any arrangement
30 described in § 6-63-2(a), in force between an authorized repair provider and an original equipment
31 manufacturer including, but not limited to, the performance or provision of warranty or recall repair
32 work by an authorized repair provider on behalf of an original equipment manufacturer and
33 pursuant to such arrangement, except that any provision in such terms that purports to waive, avoid,
34 restrict or limit the original equipment manufacturer's obligations to comply with this chapter, shall

1 be void and unenforceable.

2 (c) No original equipment manufacturer or authorized repair provider shall be liable for
3 any damage or injury to any digital electronic equipment caused by an independent repair provider
4 or owner, which occurs during the course of repair, diagnosis, or maintenance and is not attributable
5 to the original equipment manufacturer or authorized repair provider, other than if the failure is
6 attributable to design or manufacturing defects.

7 (d) Nothing in this chapter shall be construed to require a manufacturer to make available
8 special documentation, tools, and parts that would disable or override anti-theft security measures
9 set by the owner of the product, without the owner's authorization.

10 (e) Nothing in this chapter shall be construed to require a manufacturer to sell a part, if the
11 part is no longer available to the manufacturer.

12 **6-63-6. Applicability.**

13 This chapter applies to equipment sold on or after January 1, 2027.

14 SECTION 2. This act shall take effect upon passage.

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EXPLANATION
BY THE LEGISLATIVE COUNCIL
OF
A N A C T
RELATING TO COMMERCIAL LAW--GENERAL REGULATORY PROVISIONS --
DIGITAL ELECTRONICS RIGHT TO REPAIR ACT

1 This act would establish a digital electronics right to repair, which would allow for digital
2 electronic equipment and parts that are sold in this state on or after January 1, 2027, to be repaired
3 at an independent repair provider. Additionally, this act would require an original equipment
4 manufacturer to make available to any independent repair facility any documentation, parts, and
5 tools required for diagnosis, maintenance, or other repairs.
6 This act would take effect upon passage.

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