

LC004369

IN GENERAL ASSEMBLY

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

Referred To: Senate Judiciary

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."

9 As used in this chapter:

(1) "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 tradename, 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 this equipment.

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

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

8 (4) "Embedded software" means any programmable software instructions delivered with
9 or loaded onto equipment, or a part of this equipment, to allow the equipment or part to operate or
10 communicate with other computer hardware. Embedded software includes all relevant patches and
11 fixes that the manufacturer makes for purposes of diagnosis, maintenance, or repair of equipment.

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

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

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

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

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

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

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

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

34 (iv) With respect to parts, made available by the original equipment manufacturer, either

1 directly or through an authorized repair provider, in a manner that:

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

7 (B) Does not condition access to parts on any additional contract other than a purchase
8 order.

9 (7) "Original equipment manufacturer" or "manufacturer" means a business engaged in the
10 business of selling, leasing, or otherwise supplying new digital electronic equipment manufactured
11 by or on behalf of itself, to any individual or business.

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

14 (9) "Part" means any replacement part, either new or used, generally available or used by
15 an original equipment manufacturer or its authorized repair providers for purposes of effecting the
16 services of maintenance or repair of digital electronic equipment manufactured by or on behalf of,
17 sold or otherwise supplied by the original equipment manufacturer.

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

20 (11) "Tool" means any software program, hardware implement, or other apparatus used for
21 diagnosis, maintenance, or repair of digital electronic equipment, including software or other
22 mechanisms that provision, program, or pair a new part, calibrate functionality, or perform any
23 other function required to bring the product back to fully functional condition, including any
24 updates.

25 (12) "Trade secret" has the meaning given it in § 6-41-1.

26 **6-63-3. Requirements.**

27 (a) For digital electronic equipment and parts for such equipment that are sold or used in
28 this state, an original equipment manufacturer shall make available to any independent repair
29 provider and owner of digital electronic equipment manufactured by on behalf of, or sold by such
30 original equipment manufacturer, on fair and reasonable terms, any documentation, parts, and tools,
31 required for the diagnosis, maintenance, or repair of such digital electronic equipment and parts for
32 this equipment, inclusive of any updates. The documentation, parts and tools shall be made
33 available either directly by such original equipment manufacturer or via an authorized repair
34 provider or distributor.

1 **(b) An original equipment manufacturer shall not use parts pairing or any other mechanism**
2 **to:**

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

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

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

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

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

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

17 **6-63-4. Enforcement by attorney general.**

18 **If the attorney general determines that a failure to provide documentation, parts, or tools as**
19 **described in § 6-63-3 constitutes an unfair method of competition, false advertising, or unfair or**
20 **deceptive trade practices under chapter 13.1 of title 6, all remedies, penalties, and authority granted**
21 **to the attorney general by that chapter shall be available to the attorney general for the enforcement**
22 **of this chapter.**

23 **6-63-5. Limitations.**

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

27 **(b) Nothing in this chapter shall be construed to alter the terms of any arrangement**
28 **described in § 6-63-3(a) in force between an authorized repair provider and an original equipment**
29 **manufacturer, including, but not limited to, the performance or provision of warranty or recall**
30 **repair work by an authorized repair provider on behalf of an original equipment manufacturer and**
31 **pursuant to such arrangement, except that any provision in such terms that purports to waive, avoid,**
32 **restrict or limit the original equipment manufacturer's obligations to comply with this chapter shall**
33 **be void and unenforceable.**

34 **(c) No original equipment manufacturer or authorized repair provider shall be liable for**

1 any damage or injury to any digital electronic equipment caused by an independent repair provider
2 or owner which occurs during the course of repair, diagnosis, or maintenance and is not attributable
3 to the original equipment manufacturer or authorized repair provider other than if the failure is
4 attributable to design or manufacturing defects.

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

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

10 **6-63-6. Applicability.**

11 This chapter shall apply to equipment sold on or after January 1, 2027.

12 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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