It is enacted by the General Assembly as follows:

SECTION 1. Chapter 6-45 of the General Laws entitled "Consumer Enforcement of Assistive Technology Device Warranties" is hereby amended by adding thereto the following section:

6-45-9. Consumer wheelchair right to repair.

(a) For the purpose of providing service and repair of equipment specified in subsection (h) of this section, an original equipment manufacturer shall, with fair and reasonable terms and costs, make available to an independent repair provider or owner of the manufacturer's equipment in this state, any documentation, parts, embedded software, firmware, or tools that are intended for use with the equipment or any part, including updates to documentation, parts, embedded software, firmware, or tools.

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

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

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

(3) Create false, misleading, deceptive, or non-dismissible alerts or warnings about parts;
(4) Charge additional fees or increased prices for future repairs; or

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

(c) As used in this section, “on fair and reasonable terms” means:

(1) 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.

(2) With respect to documentation, the documentation shall be made available by the original equipment manufacturer 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.

(3) With respect to tools, the tools shall be made available by the original equipment manufacturer at no charge, unless the tool is requested in physical form.

(d) Except as provided in subsection (e) of this section, a violation of the provisions of this section shall constitute a deceptive trade practice in violation of the provisions of chapter 13.1 of title 6 and the attorney general acting in the name of the state may petition for recovery of civil penalties and/or equitable relief.

(e) An original equipment manufacturer which fails to provide a replacement part because the part is out of stock and the manufacturer is unable to obtain the part, shall not be subject to the penalties as provided in chapter 13.1 of title 6 if the original equipment manufacturer does the following:

(1) Informs the customer or independent repair provider that the part is out of stock, and, consequently, the manufacturer is unable to obtain the part; and

(2) Makes the part available to the consumer or independent repair provider within three business days of when the part becomes available.

(f) Nothing in this section shall be construed to require an original equipment manufacturer to:

(1) 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;

(2) Alter the terms of any arrangement 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.
manufacturer; or

(3) Be liable for any damage or injury to any 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.

(g) No original equipment manufacturer shall include in any material or documentation
any waiver or avoidance language that restricts or limits the provisions of this section. Any material,
documentation or sales agreement that restricts or limits the rights of an owner or repair provider
in violation of the provisions of this section shall be void as violating the public policy of the state
and shall be unenforceable.

(h) The provisions of this section shall apply to assistive technology devices which are
wheelchairs and scooters of any kind and other aids that enhance the mobility or positioning of an
individual, such as motorized positioning features, and the switches and control for any motorized
features as provided pursuant to § 6-45-1(1)(i).

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 --
CONSUMER ENFORCEMENT OF ASSISTIVE TECHNOLOGY DEVICE WARRANTIES

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This act would require that manufacturers of assistive technology devices consisting of
wheelchairs and scooters and mobility positioning aids to make available to independent repair
providers or the owner of the devices, any documentation and or parts, software or other items
intended for use with the equipment or parts, including updates to software. Manufacturers would
be prohibited from using parts that would prevent installation of any non-manufacturer approved
replacement part or component. Violators could be subject to penalties for unfair or deceptive trade
practices.
This act would take effect upon passage.

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