

**Second Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

REVISED

*This Version Includes All Amendments Adopted
on Second Reading in the Second House*

LLS NO. 24-0118.02 Jennifer Berman x3286

HOUSE BILL 24-1121

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A BILL FOR AN ACT

101 **CONCERNING A REQUIREMENT THAT A MANUFACTURER OF DIGITAL**
102 **ELECTRONIC EQUIPMENT FACILITATE THE REPAIR OF ITS**
103 **EQUIPMENT BY PROVIDING CERTAIN OTHER PERSONS WITH THE**
104 **RESOURCES NEEDED TO REPAIR THE MANUFACTURER'S DIGITAL**
105 **ELECTRONIC EQUIPMENT.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

Under current law, an original equipment manufacturer of agricultural equipment or a powered wheelchair is required, upon request,

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

SENATE
Amended 2nd Reading
April 23, 2024

HOUSE
3rd Reading Unamended
March 12, 2024

HOUSE
Amended 2nd Reading
March 11, 2024

to provide parts, tools, documentation, and other resources to independent repair providers and owners of the manufacturer's agricultural equipment or powered wheelchairs to facilitate an independent repair provider's or owner's diagnosis, maintenance, or repair of a piece of agricultural equipment or a powered wheelchair (right-to-repair statutes).

The bill expands the right-to-repair statutes to digital electronic equipment and adds exemptions for various types of digital electronic equipment, including motor vehicles, medical devices other than powered wheelchairs, and certain construction- and energy-related equipment.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, 6-1-1502, **amend**
3 (1)(b), (5)(a)(I), (5)(b), (5)(c) introductory portion, (5)(d) introductory
4 portion, (5)(e) introductory portion, (8), (9), and (12); **repeal** (4) and
5 (4.3); and **add** (1.1), (1.7), (5) introductory portion, (5.5), (7.2), (7.3),
6 (7.5), (7.7), (7.8), (10.3), and (15) as follows:

7 **6-1-1502. Definitions.** As used in this part 15, unless the context
8 otherwise requires:

9 (1) (b) "Agricultural equipment" includes:

10 (I) A tractor, trailer, combine, sprayer, tillage implement, baler,
11 and other equipment used to plant, cultivate, or harvest agricultural
12 products or to ranch; ~~and~~

13 (II) Attachments to and repair parts for equipment described in
14 subsection (1)(b)(I) of this section; AND

15 (III) A NONROAD COMPRESSION-IGNITION ENGINE. AS USED IN THIS
16 SUBSECTION (1)(b)(III):

17 (A) "COMPRESSION-IGNITION" HAS THE MEANING SET FORTH IN 40
18 CFR 1039.801; AND

19 (B) "ENGINE" HAS THE MEANING SET FORTH IN 40 CFR 1068.30.

20 (1.1) "AGRICULTURAL EQUIPMENT DEALER" MEANS ANY PERSON,

1 PARTNERSHIP, CORPORATION, ASSOCIATION, OR OTHER FORM OF BUSINESS
2 ENTERPRISE THAT IS PRIMARILY ENGAGED IN THE RETAIL SALE OF
3 AGRICULTURAL EQUIPMENT.

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5 (1.7) (a) "DIGITAL ELECTRONIC EQUIPMENT" OR "DIGITAL
6 EQUIPMENT" MEANS A HARDWARE PRODUCT:

7 (I) MANUFACTURED FOR THE FIRST TIME AND FIRST SOLD OR USED
8 IN COLORADO ON OR AFTER JULY 1, 2021; AND

9 (II) THAT DEPENDS, IN WHOLE OR IN PART, ON DIGITAL
10 ELECTRONICS EMBEDDED IN OR ATTACHED TO THE PRODUCT IN ORDER FOR
11 THE PRODUCT TO FUNCTION AS INTENDED.

12 (b) "DIGITAL ELECTRONIC EQUIPMENT" OR "DIGITAL EQUIPMENT"
13 DOES NOT INCLUDE AGRICULTURAL EQUIPMENT AND POWERED
14 WHEELCHAIRS.

15 (4) "Equipment" means:

16 (a) ~~A powered wheelchair; or~~

17 (b) ~~Agricultural equipment.~~

18 (4.3) ~~"Equipment dealer" means any person, partnership,~~
19 ~~corporation, association, or other form of business enterprise that is~~
20 ~~primarily engaged in the retail sale of agricultural equipment.~~

21 (5) "FAIR AND REASONABLE TERMS AND COSTS", AS APPLIED TO
22 AGRICULTURAL EQUIPMENT AND POWERED WHEELCHAIRS, MEANS THE
23 FOLLOWING:

24 (a) (I) ~~"Fair and reasonable terms and costs"~~, With respect to
25 obtaining documentation, parts, embedded software, firmware, or tools
26 from a manufacturer to provide services, ~~means~~ terms that are equivalent
27 to the most favorable terms that the manufacturer offers to an authorized

1 repair provider and costs that are no greater than the manufacturer's
2 suggested retail price.

3 (b) With respect to documentation, ~~"fair and reasonable terms and~~
4 ~~costs"~~ means that the manufacturer provides the documentation, including
5 any relevant updates to the documentation, at no charge; except that the
6 manufacturer may charge a fee for a printed copy of the documentation
7 if the amount of the fee covers only the manufacturer's actual cost to
8 prepare and send the printed copy of the documentation.

9 (c) With respect to tools that are software programs, ~~"fair and~~
10 ~~reasonable terms and costs"~~ means that the manufacturer provides the
11 tools that are software programs:

12 (d) ~~"Fair and reasonable terms and costs"~~, With respect to parts for
13 agricultural equipment ~~means that~~, AND notwithstanding subsection
14 (5)(a)(I) of this section, parts shall be sold to an owner or an independent
15 repair provider under equitable terms for access to or receipt of any part
16 pertaining to agricultural equipment and in a manner that:

17 (e) Terms ~~considered under this subsection (5)~~ are fair if the terms
18 do not impose on an owner or independent repair provider any:

19 (5.5) "FAIR AND REASONABLE TERMS AND COSTS FOR DIGITAL
20 ELECTRONIC EQUIPMENT" MEANS:

21 (a) (I) WITH RESPECT TO OBTAINING DOCUMENTATION, EMBEDDED
22 SOFTWARE, FIRMWARE, OR TOOLS FROM A MANUFACTURER TO PROVIDE
23 SERVICES, COSTS AND TERMS THAT ARE EQUIVALENT TO THE MOST
24 FAVORABLE COSTS AND TERMS THAT THE MANUFACTURER OFFERS TO AN
25 AUTHORIZED REPAIR PROVIDER AND COSTS THAT ARE NO GREATER THAN
26 THE MANUFACTURER'S SUGGESTED RETAIL PRICE, INCLUDING TERMS THAT
27 ARE EQUIVALENT TO THE METHODS AND TIMELINESS OF DELIVERY OF THE

1 EMBEDDED SOFTWARE, FIRMWARE, OR TOOLS TO AN AUTHORIZED REPAIR
2 PROVIDER.

3 (II) COSTS CONSIDERED UNDER SUBSECTION (5.5)(a)(I) OF THIS
4 SECTION ARE CALCULATED USING NET COSTS INCURRED, ACCOUNTING FOR
5 ANY DISCOUNTS, REBATES, CONVENIENT AND TIMELY MEANS OF DELIVERY,
6 MEANS OF ENABLING FULLY RESTORED AND UPDATED FUNCTIONALITY,
7 RIGHTS OF USE, OR OTHER INCENTIVES OR PREFERENCES OFFERED.

8 (b) WITH RESPECT TO TOOLS, THE MANUFACTURER PROVIDES A
9 TOOL IN A MANNER THAT DOES NOT IMPAIR ACCESS TO, THE USE OF, OR
10 THE EFFICIENT AND COST-EFFECTIVE PERFORMANCE OF THE TOOL FOR THE
11 PURPOSE OF DIAGNOSING, MAINTAINING, OR REPAIRING THE DIGITAL
12 EQUIPMENT TO ITS FULL FUNCTIONALITY. IF AN OWNER OR INDEPENDENT
13 REPAIR PROVIDER REQUESTS A TOOL IN PHYSICAL FORM, THE
14 MANUFACTURER MAY INCLUDE A CHARGE FOR THE REASONABLE, ACTUAL
15 COST OF PREPARING AND SENDING THE TOOL TO THE OWNER OR
16 INDEPENDENT REPAIR PROVIDER.

17 (c) WITH RESPECT TO TOOLS THAT ARE SOFTWARE PROGRAMS, THE
18 MANUFACTURER PROVIDES THE TOOLS THAT ARE SOFTWARE PROGRAMS:

19 (I) AT NO CHARGE;

20 (II) IN THE COURSE OF EFFECTUATING THE DIAGNOSIS,
21 MAINTENANCE, OR REPAIR AND ENABLING THE FULL FUNCTIONALITY OF
22 THE DIGITAL EQUIPMENT OR PART; AND

23 (III) IN A MANNER THAT DOES NOT IMPAIR THE EFFICIENT AND
24 COST-EFFECTIVE PERFORMANCE OF THE DIGITAL EQUIPMENT OR PART;

25 (d) WITH RESPECT TO PARTS, COSTS THAT ARE FAIR TO BOTH
26 PARTIES AND TERMS UNDER WHICH A MANUFACTURER OFFERS THE PART
27 TO AN AUTHORIZED REPAIR PROVIDER.

1 (7.2) "MANUFACTURER OF MOTOR VEHICLE EQUIPMENT" MEANS
2 AN ENTITY ENGAGED IN THE BUSINESS OF MANUFACTURING OR SUPPLYING
3 COMPONENTS USED TO MANUFACTURE, MAINTAIN, OR REPAIR A MOTOR
4 VEHICLE.

5 (7.3) == "MEDICAL DEVICE" HAS THE SAME MEANING AS "DEVICE"
6 AS SET FORTH IN SECTION 201 OF THE "FEDERAL FOOD, DRUG, AND
7 COSMETIC ACT", 21 U.S.C. SEC. 321 (h), AS AMENDED.

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9 (7.5) (a) "MOTOR VEHICLE" MEANS A VEHICLE THAT IS:

10 (I) DESIGNED TO TRANSPORT INDIVIDUALS OR PROPERTY ON A
11 STREET OR HIGHWAY; AND

12 (II) CERTIFIED BY A MOTOR VEHICLE MANUFACTURER UNDER:

13 (A) ALL APPLICABLE FEDERAL SAFETY AND EMISSION STANDARDS;

14 AND

15 (B) ALL REQUIREMENTS FOR THE DISTRIBUTION AND SALE OF
16 MOTOR VEHICLES IN THE UNITED STATES.

17 (b) "MOTOR VEHICLE" DOES NOT INCLUDE A RECREATIONAL
18 VEHICLE, AS DEFINED IN SECTION 44-20-102 (23), OR A MOTOR HOME, AS
19 DEFINED IN SECTION 42-1-102 (57), EQUIPPED FOR HABITATION.

20 (7.7) "MOTOR VEHICLE DEALER" HAS THE MEANING SET FORTH IN
21 SECTION 44-20-102 (18).

22 (7.8) "MOTOR VEHICLE MANUFACTURER" MEANS AN ENTITY
23 ENGAGED IN THE BUSINESS OF MANUFACTURING OR ASSEMBLING NEW
24 MOTOR VEHICLES.

25 (8) "Original equipment manufacturer" or "manufacturer" means
26 a person doing business in the state and engaged in the business of
27 selling, leasing, or otherwise supplying new DIGITAL ELECTRONIC

1 equipment, AGRICULTURAL EQUIPMENT, OR POWERED WHEELCHAIRS or
2 parts manufactured by or on behalf of itself to any individual, business,
3 or other entity.

4 (9) "Owner" means a person that owns DIGITAL ELECTRONIC
5 equipment, AGRICULTURAL EQUIPMENT, OR A POWERED WHEELCHAIR or
6 an agent of the owner.

7 (10.3) "PARTS PAIRING" MEANS A MANUFACTURER'S PRACTICE OF
8 USING SOFTWARE TO IDENTIFY COMPONENT PARTS THROUGH A UNIQUE
9 IDENTIFIER.

10 (12) "Services" means diagnostic, maintenance, or repair services
11 performed on DIGITAL ELECTRONIC equipment, AGRICULTURAL
12 EQUIPMENT, OR POWERED WHEELCHAIRS or a part.

13 (15) (a) "VIDEO GAME CONSOLE" MEANS A COMPUTING DEVICE
14 THAT IS:

15 (I) PRIMARILY USED BY CONSUMERS FOR PLAYING VIDEO GAMES;

16 AND

17 (II) NEITHER A GENERAL NOR AN ALL-PURPOSE COMPUTER.

18 (b) "VIDEO GAME CONSOLE" INCLUDES:

19 (I) A CONSOLE MACHINE;

20 (II) A HANDHELD CONSOLE DEVICE; AND

21 (III) THE COMPONENTS AND PERIPHERALS OF A VIDEO GAME
22 CONSOLE.

23 (c) "VIDEO GAME CONSOLE" DOES NOT INCLUDE A DESKTOP
24 COMPUTER, LAPTOP COMPUTER, COMPUTER TABLET, OR CELL PHONE.

25 **SECTION 2.** In Colorado Revised Statutes, 6-1-1503, **amend** (1),
26 (2)(a)(II), (3) introductory portion, (3)(a), and (3)(c); and **add** (1)(a.5),
27 (5), (6), (7), (8), (9), and (10) as follows:

1 **6-1-1503. Manufacturer obligations regarding services -**
2 **exemptions.** (1) Except as provided in ~~subsection (2)~~ SUBSECTIONS (2)
3 AND (5) of this section:

4 (a) (I) For the purpose of providing services for DIGITAL
5 ELECTRONIC equipment, AGRICULTURAL EQUIPMENT, OR POWERED
6 WHEELCHAIRS in the state, an original equipment manufacturer shall, with
7 fair and reasonable terms and costs, AS APPLIED TO AGRICULTURAL
8 EQUIPMENT OR POWERED WHEELCHAIRS, OR FAIR AND REASONABLE TERMS
9 AND COSTS FOR DIGITAL ELECTRONIC EQUIPMENT, make available to an
10 independent repair provider or owner of the manufacturer's DIGITAL
11 ELECTRONIC equipment, AGRICULTURAL EQUIPMENT, OR POWERED
12 WHEELCHAIR any documentation, parts, embedded software, embedded
13 software for agricultural equipment, firmware, OR tools ~~or, with owner~~
14 ~~authorization, data~~ that are intended for use with the DIGITAL ELECTRONIC
15 equipment, AGRICULTURAL EQUIPMENT, OR POWERED WHEELCHAIR or any
16 part, including updates to documentation, parts, embedded software,
17 embedded software for agricultural equipment, firmware, OR tools. ~~or,~~
18 ~~with owner authorization, data.~~

19 (a.5) FOR THE PURPOSE OF PROVIDING SERVICES FOR
20 AGRICULTURAL EQUIPMENT IN THE STATE, A MANUFACTURER SHALL, WITH
21 FAIR AND REASONABLE TERMS AND COSTS AND WITH OWNER
22 AUTHORIZATION, MAKE DATA AVAILABLE TO AN INDEPENDENT REPAIR
23 PROVIDER OR OWNER, INCLUDING UPDATES TO THE DATA.

24 (II) A MANUFACTURER SHALL MAKE AVAILABLE TO AN
25 INDEPENDENT REPAIR PROVIDER OR OWNER, ON FAIR AND REASONABLE
26 TERMS, ANY DOCUMENTATION, EMBEDDED SOFTWARE, TOOL, PART, OR
27 OTHER DEVICE OR IMPLEMENT THAT THE MANUFACTURER PROVIDES FOR

1 EFFECTING THE SERVICES OF MAINTENANCE, REPAIR, OR DIAGNOSIS ON THE
2 MANUFACTURER'S DIGITAL ELECTRONIC EQUIPMENT.

3 (III) WITH RESPECT TO PARTS, A MANUFACTURER COMPLIES WITH
4 THIS SUBSECTION (1)(a) IF A CONTRACTOR MAKES THE PARTS AVAILABLE
5 TO AN INDEPENDENT REPAIR PROVIDER OR OWNER ON BEHALF OF THE
6 MANUFACTURER.

7 (b) (I) With respect to AGRICULTURAL equipment OR A POWERED
8 WHEELCHAIR that contains an electronic security lock or other
9 security-related function, a manufacturer shall, with fair and reasonable
10 terms and costs, AS APPLIED TO AGRICULTURAL EQUIPMENT OR POWERED
11 WHEELCHAIRS, make available to independent repair providers and
12 owners any documentation, parts, embedded software, embedded
13 software for agricultural equipment, firmware, tools, or, with owner
14 authorization, data needed to reset the lock or function when disabled in
15 the course of providing services. The manufacturer may make the
16 documentation, parts, embedded software, embedded software for
17 agricultural equipment, firmware, tools, or, with owner authorization,
18 data available to independent repair providers and owners through
19 appropriate secure release systems.

20 (II) THE REQUIREMENT SET FORTH IN SUBSECTION (1)(b)(I) OF THIS
21 SECTION DOES NOT APPLY TO DIGITAL ELECTRONIC EQUIPMENT.

22 (2) (a) Subsection (1) of this section does not apply to:

23 (II) Conduct that would require the ORIGINAL EQUIPMENT
24 manufacturer OF DIGITAL ELECTRONIC EQUIPMENT, AGRICULTURAL
25 EQUIPMENT, OR POWERED WHEELCHAIRS to divulge a trade secret; except
26 that a manufacturer shall not refuse to make available to an independent
27 repair provider or owner any documentation, part, embedded software,

1 embedded software for agricultural equipment, firmware, tool, or, with
2 owner authorization, data necessary to provide services on grounds that
3 the documentation, part, embedded software, embedded software for
4 agricultural equipment, firmware, tool, or, with owner authorization, data
5 itself is a trade secret.

6 (3) Neither an original equipment manufacturer nor an
7 AGRICULTURAL equipment dealer is liable for faulty or otherwise
8 improper repairs provided by independent repair providers or owners,
9 including faulty or otherwise improper repairs that cause:

10 (a) Damage to DIGITAL ELECTRONIC EQUIPMENT, powered
11 wheelchairs, or agricultural equipment that occurs during such repairs;

12 (c) An inability to use, or a reduced functionality of, a PIECE OF
13 DIGITAL ELECTRONIC EQUIPMENT, powered wheelchair, or piece of
14 agricultural equipment resulting from the faulty or otherwise improper
15 repair.

16 (5) WITHRESPECT TO DIGITAL ELECTRONIC EQUIPMENT, THIS PART
17 15 DOES NOT APPLY TO:

18 (a) A PERSON ACTING IN THE PERSON'S OFFICIAL CAPACITY AS A
19 MOTOR VEHICLE MANUFACTURER, MANUFACTURER OF MOTOR VEHICLE
20 EQUIPMENT, OR MOTOR VEHICLE DEALER;

21 (b) ANY PRODUCT OR SERVICE OF A PERSON ACTING IN THE
22 PERSON'S OFFICIAL CAPACITY AS A MOTOR VEHICLE MANUFACTURER,
23 MANUFACTURER OF MOTOR VEHICLE EQUIPMENT, OR MOTOR VEHICLE
24 DEALER;

25 (c) A MANUFACTURER OR DISTRIBUTOR OF A MEDICAL DEVICE OR
26 ANY PRODUCT OR SERVICE THAT THE MANUFACTURER OR DISTRIBUTOR OF
27 A MEDICAL DEVICE OFFERS; EXCEPT THAT THIS PART 15 APPLIES TO

1 POWERED WHEELCHAIRS:

2 (d) ANY DIGITAL ELECTRONIC EQUIPMENT PRODUCT OR SOFTWARE
3 MANUFACTURED FOR USE IN A MEDICAL SETTING, INCLUDING DIAGNOSTIC,
4 MONITORING, OR CONTROL DIGITAL EQUIPMENT;

5 (e) INDUSTRIAL, UTILITY, CONSTRUCTION, COMPACT
6 CONSTRUCTION, MINING, FORESTRY EQUIPMENT, OR ROAD-BUILDING
7 DIGITAL EQUIPMENT;

8 (f) ELECTRIC VEHICLE CHARGING INFRASTRUCTURE EQUIPMENT;

9 (g) OUTSIDE-THE-METER COMMERCIAL OR INDUSTRIAL
10 ELECTRICAL EQUIPMENT, INCLUDING POWER DISTRIBUTION EQUIPMENT,
11 AND ANY TOOLS, ATTACHMENTS, ACCESSORIES, COMPONENTS, AND
12 REPLACEMENT AND REPAIR PARTS OF THE ELECTRICAL EQUIPMENT.

13 (h) PORTABLE GENERATORS, ENERGY STORAGE SYSTEMS, FUEL
14 CELL POWER SYSTEMS, OR POWER TOOLS;

15 (i) MARINE VESSELS, AVIATION, ALL-TERRAIN SPORT VEHICLES,
16 AND RECREATIONAL VEHICLES, INCLUDING RACING VEHICLES;

17 (j) SAFETY COMMUNICATIONS EQUIPMENT, THE INTENDED USE OF
18 WHICH IS FOR EMERGENCY RESPONSE OR PREVENTION PURPOSES BY AN
19 EMERGENCY SYSTEM ORGANIZATION, SUCH AS A POLICE, FIRE, LIFE
20 SAFETY, OR MEDICAL AND EMERGENCY RESCUE SERVICES AGENCY;

21 (k) EQUIPMENT INSTALLED FOR THE PURPOSE OF ENERGY STORAGE,
22 RENEWABLE POWER GENERATION, POWER MANAGEMENT, OR
23 DISTRIBUTION;

24 (l) SET TOP BOXES, MODEMS, ROUTERS, OR ALL-IN-ONE DEVICES
25 DELIVERING INTERNET, VIDEO, AND VOICE SERVICES THAT ARE
26 DISTRIBUTED BY A VIDEO, INTERNET, OR VOICE SERVICE PROVIDER IF THE
27 SERVICE PROVIDER OFFERS EQUIVALENT OR BETTER, READILY AVAILABLE

1 REPLACEMENT EQUIPMENT AT NO CHARGE TO THE CUSTOMER;
2 (m) VIDEO GAME CONSOLES; OR
3 (n) FIRE ALARM SYSTEMS, INTRUSION DETECTION EQUIPMENT THAT
4 IS PROVIDED WITH A SECURITY MONITORING SERVICE, LIFE SAFETY
5 SYSTEMS, AND PHYSICAL ACCESS CONTROL EQUIPMENT, INCLUDING
6 ELECTRONIC KEYPADS AND SIMILAR BUILDING ACCESS CONTROL
7 ELECTRONICS.
8 (6) WITH RESPECT TO DIGITAL ELECTRONIC EQUIPMENT, NOTHING
9 IN THIS SECTION:
10 (a) REQUIRES A MANUFACTURER TO LICENSE ANY INTELLECTUAL
11 PROPERTY, INCLUDING OBTAINING A COPYRIGHT OR PATENT FOR ANY
12 INTELLECTUAL PROPERTY, UNLESS SUCH LICENSING IS NECESSARY FOR
13 PROVIDING SERVICES;
14 (b) REQUIRES THE DISTRIBUTION OF A PRODUCT'S SOURCE CODE;
15 (c) REQUIRES A MANUFACTURER TO MAKE AVAILABLE SPECIAL
16 DOCUMENTATION, TOOLS, OR PARTS THAT WOULD DISABLE OR OVERRIDE
17 ANY PRIVACY OR ANTI-THEFT SECURITY MEASURES FOR THE OWNER'S
18 DIGITAL ELECTRONIC EQUIPMENT THAT THE OWNER HAS SET FOR THE
19 DIGITAL EQUIPMENT;
20 (d) REQUIRES A MANUFACTURER TO MAKE AVAILABLE
21 DOCUMENTATION OR TOOLS USED EXCLUSIVELY FOR REPAIRS THAT ARE
22 COMPLETED BY MACHINES THAT OPERATE ON SEVERAL PIECES OF DIGITAL
23 ELECTRONIC EQUIPMENT SIMULTANEOUSLY IF THE MANUFACTURER MAKES
24 AVAILABLE TO OWNERS AND INDEPENDENT REPAIR PROVIDERS SUFFICIENT
25 ALTERNATIVE DOCUMENTATION OR TOOLS FOR THE DIAGNOSIS,
26 MAINTENANCE, OR REPAIR OF DIGITAL ELECTRONIC EQUIPMENT;
27 (e) SHALL BE CONSTRUED TO REQUIRE ANY ORIGINAL EQUIPMENT

1 MANUFACTURER OR AUTHORIZED REPAIR PROVIDER TO MAKE AVAILABLE
2 ANY PARTS, TOOLS, OR DOCUMENTATION REQUIRED FOR THE DIAGNOSIS,
3 MAINTENANCE, OR REPAIR OF DIGITAL ELECTRONIC EQUIPMENT IN A
4 MANNER THAT IS INCONSISTENT WITH OR IN VIOLATION OF ANY FEDERAL
5 LAWS, SUCH AS FEDERAL LAWS REGARDING GAMING AND ENTERTAINMENT
6 CONSOLES, RELATED SOFTWARE, AND COMPONENTS; OR

7 (f) REQUIRES A MANUFACTURER TO PROVIDE OR MAKE AVAILABLE
8 A TOOL OR DOCUMENTATION TO AN INDEPENDENT REPAIR PROVIDER OR
9 OWNER IF THE MANUFACTURER ITSELF USES THE TOOL OR
10 DOCUMENTATION ONLY TO PERFORM, AT NO COST, DIAGNOSTIC SERVICES
11 VIRTUALLY THROUGH USE OF A TELEPHONE, THE INTERNET, CHAT, E-MAIL,
12 OR OTHER SIMILAR MEANS OF COMMUNICATION THAT DO NOT INVOLVE
13 THE MANUFACTURER PHYSICALLY HANDLING THE CUSTOMER'S DIGITAL
14 ELECTRONIC EQUIPMENT, UNLESS THE MANUFACTURER ALSO MAKES THE
15 TOOL OR DOCUMENTATION AVAILABLE TO AN INDIVIDUAL OR BUSINESS
16 THAT IS UNAFFILIATED WITH THE MANUFACTURER.

17 (7) (a) EXCEPT AS PROVIDED IN SUBSECTION (7)(b) OF THIS
18 SECTION, FOR DIGITAL ELECTRONIC EQUIPMENT THAT IS MANUFACTURED
19 FOR THE FIRST TIME AND SOLD OR USED IN THE STATE AFTER JANUARY 1,
20 2026, A MANUFACTURER SHALL NOT USE PARTS PAIRING TO:

21 (I) PREVENT AN INDEPENDENT REPAIR PROVIDER OR OWNER FROM
22 INSTALLING OR ENABLING, OR INHIBIT AN INDEPENDENT REPAIR
23 PROVIDER'S OR OWNER'S ABILITY TO INSTALL OR ENABLE, THE FUNCTION
24 OF AN OTHERWISE FUNCTIONAL REPLACEMENT PART OR COMPONENT OF
25 DIGITAL ELECTRONIC EQUIPMENT, INCLUDING A REPLACEMENT PART OR
26 COMPONENT THAT THE MANUFACTURER HAS NOT APPROVED;

27 (II) REDUCE THE FUNCTIONALITY OR PERFORMANCE OF DIGITAL

1 ELECTRONIC EQUIPMENT; OR

2 (III) CAUSE DIGITAL ELECTRONIC EQUIPMENT TO DISPLAY
3 MISLEADING ALERTS OR WARNINGS ABOUT UNIDENTIFIED PARTS,
4 PARTICULARLY IF THE ALERTS OR WARNINGS CANNOT IMMEDIATELY BE
5 DISMISSED BY THE OWNER.

6 (b) NOTHING IN THIS PART 15 PROHIBITS:

7 (I) THE USE OF PARTS PAIRING TO ENABLE DIGITAL ELECTRONIC
8 EQUIPMENT TO RECORD, CATALOG, AND DISPLAY INFORMATION RELATED
9 TO REPAIRS DONE ON THAT DIGITAL ELECTRONIC EQUIPMENT; OR

10 (II) A MANUFACTURER'S USE OF PARTS PAIRING FOR STANDALONE
11 BIOMETRIC COMPONENTS USED FOR AUTHENTICATION PURPOSES IN
12 DIGITAL ELECTRONIC EQUIPMENT, WHICH COMPONENTS ARE NOT BUNDLED
13 IN COMMONLY REPLACED PARTS, SUCH AS A DEVICE'S SCREEN, KEYBOARD,
14 PORTS, OR BATTERY.

15 (8) BEFORE PROVIDING SERVICES FOR DIGITAL ELECTRONIC
16 EQUIPMENT, AN INDEPENDENT REPAIR PROVIDER SHALL PROVIDE THE
17 OWNER SEEKING SERVICES WRITTEN NOTICE, PROVIDED ON SITE AND IN A
18 CONSPICUOUS LOCATION AT THE INDEPENDENT REPAIR PROVIDER'S
19 PREMISES FOR PROVIDING SERVICES OR PROVIDED IN AN E-MAIL TO THE
20 OWNER, INDICATING:

21 (a) THAT THE INDEPENDENT REPAIR PROVIDER IS NOT AN
22 AUTHORIZED REPAIR PROVIDER OF THE DIGITAL EQUIPMENT'S
23 MANUFACTURER; AND

24 (b) WHETHER THE INDEPENDENT REPAIR PROVIDER, IN PROVIDING
25 SERVICES, USES ANY NEW OR USED REPLACEMENT PARTS OBTAINED FROM
26 A SUPPLIER OTHER THAN THE MANUFACTURER.

27 (9) AN ORIGINAL EQUIPMENT MANUFACTURER IS NOT RESPONSIBLE

1 FOR THE QUALITY OR FUNCTIONALITY OF PARTS PROVIDED BY A
2 THIRD-PARTY PARTS MANUFACTURER.

3 (10) NOTHING IN THIS PART 15 AUTHORIZES AN OWNER OR
4 INDEPENDENT REPAIR PROVIDER TO ALTER DIGITAL ELECTRONIC
5 EQUIPMENT IN A MANNER THAT BRINGS THE EQUIPMENT OUT OF
6 COMPLIANCE WITH ANY APPLICABLE FEDERAL OR STATE LAWS, INCLUDING
7 ANY APPLICABLE FEDERAL OR STATE RULES OR REGULATIONS.

8 **SECTION 3. Act subject to petition - effective date.** This act
9 takes effect January 1, 2026; except that, if a referendum petition is filed
10 pursuant to section 1 (3) of article V of the state constitution against this
11 act or an item, section, or part of this act within the ninety-day period
12 after final adjournment of the general assembly, then the act, item,
13 section, or part will not take effect unless approved by the people at the
14 general election to be held in November 2024 and, in such case, will take
15 effect January 1, 2026, or on the date of the official declaration of the
16 vote thereon by the governor, whichever is later.