

SECOND REGULAR SESSION

HOUSE BILL NO. 2800

102ND GENERAL ASSEMBLY

INTRODUCED BY REPRESENTATIVE SEITZ.

5548H.011

DANA RADEMAN MILLER, Chief Clerk

AN ACT

To amend chapter 407, RSMo, by adding thereto one new section relating to the use of certain digital electronic equipment, with a penalty provision.

Be it enacted by the General Assembly of the state of Missouri, as follows:

Section A. Chapter 407, RSMo, is amended by adding thereto one new section, to be known as section 407.645, to read as follows:

407.645. 1. As used in this section, the following terms mean:

(1) "Authorized repair provider", 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 trade name, service mark, or other proprietary identifier for the purposes of offering the services of diagnosis, maintenance, or repair of a motorcycle under the name of the original equipment manufacturer, or other arrangement with the original equipment manufacturer to offer such services on behalf of the original equipment manufacturer. An original equipment manufacturer who offers the services of diagnosis, maintenance, or repair of its own motorcycle and who does not have an arrangement with an unaffiliated individual or business shall be considered an authorized repair provider with respect to motorcycles;

(2) "Documentation", any manual, diagram, reporting output, service code description, schematic diagram, security codes, passwords, or other guidance or information used in effecting the services of diagnosis, maintenance, or repair of a motorcycle;

EXPLANATION — Matter enclosed in bold-faced brackets **[thus]** in the above bill is not enacted and is intended to be omitted from the law. Matter in **bold-face** type in the above bill is proposed language.

17 **(3) "Fair and reasonable terms", making available parts, tools, or**
18 **documentation as follows:**

19 **(a) That documentation is made available by the original equipment**
20 **manufacturer at no charge, except when the documentation is requested in physical**
21 **printed form, a charge may be included for the reasonable, actual costs of preparing**
22 **and sending the copy;**

23 **(b) That tools are made available by the original equipment manufacturer at no**
24 **charge and without requiring authorization or internet access for use or operation of the**
25 **tool, or imposing impediments to access or use of the tools to diagnose, maintain, or**
26 **repair and enable full functionality of digital motorcycle equipment, or in a manner that**
27 **impairs the efficient and cost-effective performance of any such diagnosis, maintenance,**
28 **or repair, except that when the tool is requested in physical form, a charge may be**
29 **included for the reasonable, actual costs of preparing and sending the tool; and**

30 **(c) That parts are made available by the original equipment manufacturer,**
31 **either directly or through an authorized repair provider, to independent repair**
32 **providers and owners at costs and terms that are equivalent to the most favorable costs**
33 **and terms under which an original equipment manufacturer offers the parts to an**
34 **authorized repair provider and that:**

35 **a. Accounts for any discount, rebate, convenient, and timely means of delivery;**
36 **means of enabling fully restored and updated functionality, rights of use, or other**
37 **incentive and preference the original manufacturer offers to an authorized repair**
38 **provider; or any additional cost, burden, or impediment the original equipment**
39 **manufacturer imposes on an owner or independent repair provider;**

40 **b. Is not conditioned on or imposing a substantial obligation or restriction that is**
41 **not reasonably necessary for enabling the owner or independent repair provider to**
42 **engage in the diagnosis, maintenance, or repair of equipment made by or on behalf of**
43 **the original equipment manufacturer; and**

44 **c. Is not conditioned on an arrangement with the original equipment**
45 **manufacturer;**

46 **(4) "Independent repair provider", an individual or business operating in this**
47 **state that is unaffiliated with an original equipment manufacturer that is engaged in the**
48 **services of diagnosis, maintenance, or repair of motorcycles;**

49 **(5) "Motorcycle", a motor vehicle operated on only two wheels; however, this**
50 **definition shall not include motorized bicycles or electric bicycles as such terms are**
51 **defined in section 301.010;**

52 **(6) "Original equipment manufacturer", a business engaged in the business of**
53 **selling, leasing, or otherwise supplying new motorcycles manufactured by, or on behalf**
54 **of itself, to any individual or business;**

55 **(7) "Owner", an individual or business that owns or leases a motorcycle**
56 **purchased or used in this state;**

57 **(8) "Part", any replacement part, either new or used, made available by an**
58 **original equipment manufacturer for purposes of effecting the services of maintenance**
59 **or repair of a motorcycle manufactured by or on behalf of, sold, or otherwise supplied**
60 **by the original equipment manufacturer;**

61 **(9) "Tool", any software program, hardware implement, or other apparatus**
62 **used for diagnosis, maintenance, or repair of a motorcycle, including software or other**
63 **mechanisms that provision, program, or pair a new part, calibrate functionality, or**
64 **perform any other function required to bring the product back to fully functional**
65 **condition, including any updates;**

66 **(10) "Trade secret", the same meaning as such term is defined in section 417.453.**

67 **2. (1) For motorcycles and parts for motorcycles that are sold or used in this**
68 **state, an original equipment manufacturer shall make available to any independent**
69 **repair provider and owner of a motorcycle manufactured by or on behalf of, or sold by**
70 **such original equipment manufacturer, on fair and reasonable terms, any**
71 **documentation, parts, and tools required for the diagnosis, maintenance, or repair of**
72 **such a motorcycle and parts for the motorcycle, inclusive of any updates to information.**
73 **The documentation, parts, and tools shall be made available either directly by the**
74 **original equipment manufacturer or via an authorized repair provider.**

75 **(2) For equipment that contains a motorcycle security lock or other security-**
76 **related function, the original equipment manufacturer shall make available to any**
77 **owner and independent repair provider, on fair and reasonable terms, any special**
78 **documentation, tools, and parts needed to access and reset the lock or function when**
79 **disabled in the course of diagnosis, maintenance, or repair of the motorcycle. The**
80 **documentation, tools, and parts may be made available through appropriate secure-**
81 **release systems.**

82 **3. With respect to equipment that contains an electronic security lock or other**
83 **security-related function, a manufacturer shall, with fair and reasonable terms and**
84 **costs, make available to independent repair providers and owners any documentation,**
85 **parts, embedded software, firmware, or tools, or, with owner authorization, data needed**
86 **to reset the lock or function when disabled in the course of providing services. The**
87 **manufacturer may make the documentation, parts, embedded software, firmware,**

88 or tools, or, with owner authorization, data available to independent repair providers
89 and owners through appropriate secure release systems.

90 4. Violation of this section is an unlawful practice under sections 407.010 to
91 407.130 of the merchandising practices act. All remedies, penalties, and authority
92 granted to the attorney general under sections 407.010 to 407.130 shall be available for
93 the enforcement of this section.

94 5. (1) Nothing in this section shall require an original equipment manufacturer
95 to divulge any trade secret to any owner or independent service provider.

96 (2) Nothing in this section shall alter the terms of any arrangement in force
97 between an authorized repair provider and an original equipment manufacturer
98 including, but not limited to, the performance or provision of warranty or recall repair
99 work by an authorized repair provider on behalf of an original equipment
100 manufacturer and pursuant to such arrangement, except that any provision in the
101 terms that purports to waive, avoid, restrict, or limit the original equipment
102 manufacturer's obligations to comply with this section shall be void and unenforceable.

103 (3) Nothing in this section shall be construed to require a manufacturer to make
104 available special documentation, tools, and parts that would disable or override
105 antitheft security measures set by the owner of the product without the owner's
106 authorization.

107 (4) No original equipment manufacturer or authorized repair provider shall be
108 liable for any damage or injury caused to any motorcycle by an independent repair
109 provider or owner which occurs during the course of repair, diagnosis, or maintenance.

110 6. This section shall apply with respect to motorcycles sold or in use on or after
111 January 1, 2025.

112 7. The enactment of this section shall become effective January 1, 2025.

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