
THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 744 Session of
2023

INTRODUCED BY REGAN, HAYWOOD, TARTAGLIONE, BREWSTER, DUSH,
MILLER, COSTA, SCHWANK AND KANE, JUNE 6, 2023

REFERRED TO CONSUMER PROTECTION AND PROFESSIONAL LICENSURE,
JUNE 6, 2023

AN ACT

1 Requiring manufacturers of digital electronic equipment to make
2 available to owners and independent repair providers, on fair
3 and reasonable terms, documentation, parts and tools used to
4 diagnose, maintain and repair digital electronic equipment;
5 and imposing a penalty.

6 The General Assembly of the Commonwealth of Pennsylvania
7 hereby enacts as follows:

8 Section 1. Short title.

9 This act shall be known and may be cited as the Right-to-
10 Repair Act.

11 Section 2. Definitions.

12 The following words and phrases when used in this act shall
13 have the meanings given to them in this section unless the
14 context clearly indicates otherwise:

15 "Authorized repair provider." As follows:

16 (1) An individual or business entity that has an
17 arrangement with the OEM under which the OEM grants to the
18 individual or business entity a license to use a trade name,
19 service mark or other proprietary identifier for the purposes

1 of offering the services of diagnosis, maintenance or repair
2 of equipment under the name of the OEM or other arrangement
3 with the OEM to offer the services on behalf of the OEM.

4 (2) An OEM that offers the services of diagnosis,
5 maintenance or repair of the OEM's own equipment and who does
6 not have an arrangement described under paragraph (1) with an
7 unaffiliated individual or business.

8 "Digital electronic equipment" or "equipment." A product
9 that depends for its functioning, in whole or in part, on
10 digital electronics embedded in or attached to the product.

11 "Documentation." A manual, diagram, reporting output,
12 service code description, schematic diagram or other information
13 used in effecting the services of diagnosis, maintenance or
14 repair of equipment.

15 "Fair and reasonable terms." Terms that make documentation,
16 tools or parts available as follows:

17 (1) With respect to documentation, that the
18 documentation is made available by the OEM at no charge,
19 except that when the documentation is requested in physical
20 printed form, a charge may be included for the reasonable,
21 actual costs of preparing and sending the copy.

22 (2) With respect to tools, that the tools are made
23 available by the OEM at no charge and without requiring
24 authorization or Internet access for use or operation of the
25 tool, or imposing impediments to access or use of the tools
26 to diagnose, maintain or repair and enable full functionality
27 of a device, or in a manner that impairs the efficient and
28 cost-effective performance of the diagnosis, maintenance or
29 repair, except that, when the tool is requested in physical
30 form, a charge may be included for the reasonable, actual

1 costs of preparing and sending the tool.

2 (3) With respect to parts, that the parts are made
3 available by the OEM, either directly or through an
4 authorized repair provider, to independent repair providers
5 and owners at costs and terms that are equivalent to the most
6 favorable costs and terms under which an OEM offers the parts
7 to an authorized repair provider and which:

8 (i) Accounts for any:

9 (A) discount, rebate, convenient and timely
10 means of delivery, means of enabling fully restored
11 and updated functionality, rights of use or other
12 incentive and preference the OEM offers to an
13 authorized repair provider; or

14 (B) additional cost, burden or impediment the
15 OEM imposes on an owner or independent repair
16 provider.

17 (ii) Is not conditioned on or imposing a substantial
18 obligation or restriction that is not reasonably
19 necessary for enabling the owner or independent repair
20 provider to engage in the diagnosis, maintenance or
21 repair of equipment made by or on behalf of the OEM.

22 (iii) Is not conditioned on an arrangement described
23 under paragraph (1) of the definition of "authorized
24 repair provider."

25 "Independent repair provider." An individual or business
26 entity operating in this Commonwealth that is not an authorized
27 repair provider and that is engaged in the services of
28 diagnosis, maintenance or repair of equipment.

29 "Motor vehicle." A vehicle that is designed for transporting
30 individuals or property on a street or highway and is certified

1 by the motor vehicle manufacturer under all applicable Federal
2 safety and emissions standards and requirements for distribution
3 and sale in the United States.

4 "Motor vehicle manufacturer." An individual or business
5 entity operating as a manufacturer, as defined under 75 Pa.C.S.
6 § 102 (relating to definitions).

7 "Original equipment manufacturer" or "OEM." An individual or
8 business entity engaged in the selling, leasing or supplying of
9 new equipment manufactured by or on behalf of itself to an
10 individual or business entity.

11 "Owner." An individual or business entity that owns or
12 leases equipment purchased or used in this Commonwealth.

13 "Part." A new or used replacement part made available by or
14 to an OEM for the purpose of effecting the maintenance or repair
15 of equipment manufactured by or on behalf of, sold or supplied
16 by the OEM.

17 "Tool." A software program, hardware implement or other
18 apparatus used for diagnosis, maintenance or repair of
19 equipment, including software or other mechanisms that:

- 20 (1) provision, program or pair a new part;
- 21 (2) calibrate functionality; or
- 22 (3) perform any other function required to make the
23 product fully functional, including any updates.

24 "Trade secret." As defined under 18 Pa.C.S. § 3930 (relating
25 to theft of trade secrets).

26 Section 3. Provision.

27 For equipment and parts for the equipment that are sold or
28 used in this Commonwealth:

- 29 (1) An OEM shall make available, on fair and reasonable
30 terms, documentation, parts and tools required for the

1 purpose of diagnosis, maintenance or repair, including
2 updates to information, to an independent repair provider or
3 to the owner of the equipment manufactured by or on behalf of
4 or sold or supplied by the OEM.

5 (2) Nothing under this subsection shall require an OEM
6 to make available parts or tools if the parts or tools are no
7 longer available to the OEM.

8 Section 4. Civil penalty.

9 (a) Violation.--A person that violates a provision of this
10 act shall be subject to a civil penalty of not more than \$10,000
11 for each violation. A penalty imposed under this section shall
12 be paid to the Commonwealth.

13 (b) Enforcement.--The Attorney General shall institute a
14 proceeding to recover the civil penalty provided under
15 subsection (a) against any person liable to the Commonwealth for
16 the penalty.

17 Section 5. Limitations and exclusions.

18 (a) Limitations.--Nothing under this act shall:

19 (1) Require an OEM to divulge a trade secret to an
20 independent repair provider or an owner.

21 (2) Alter the terms of an arrangement in force between
22 an authorized repair provider and an OEM, including the
23 performance or provision of warranty or recall repair work by
24 an authorized repair provider on behalf of an OEM and
25 pursuant to the arrangement, except that a provision in the
26 terms that purports to waive, avoid, restrict or limit the
27 OEM's obligations to comply with this section shall be void
28 and unenforceable.

29 (3) Authorize a person to alter equipment in a manner
30 that the equipment operates in violation of an environmental,

1 safety or other law.

2 (4) Hold an OEM liable for damage or injury caused by an
3 independent repair provider or owner which occurs during the
4 course of the repair, diagnosis or maintenance, including
5 indirect, incidental, special or consequential damage, loss
6 of data, privacy or profits or liability to use or reduce
7 functionality of the equipment.

8 (b) Exclusions.--Nothing under this act shall apply to:

9 (1) a motor vehicle manufacturer or a manufacturer of
10 motor vehicle equipment, acting in their capacity as a motor
11 vehicle manufacturer or a manufacturer of motor vehicle
12 equipment;

13 (2) a medical device as defined in 21 U.S.C. Ch. 9
14 (relating to Federal Food, Drug, and Cosmetic Act) or a
15 digital electronic product or software manufactured for use
16 in a medical setting, including diagnostic, monitoring or
17 control equipment, or a product or service that the
18 manufacturer or distributor of a medical device offers; or

19 (3) a manufacturer, distributor, importer or dealer of:

20 (i) off-road equipment, including farm and utility
21 tractors, farm implements and farm machinery;

22 (ii) forestry equipment;

23 (iii) industrial equipment;

24 (iv) utility equipment;

25 (v) construction equipment;

26 (vi) compact construction equipment;

27 (vii) mining equipment;

28 (viii) turf, yard and garden equipment;

29 (ix) outdoor power equipment, including portable
30 generators;

1 (x) marine, all-terrain sports and recreational
2 vehicles, including racing vehicles;

3 (xi) stand-alone or integrated stationary or mobile
4 internal combustion engines or other power sources,
5 including generator sets, electric/battery and fuel cell
6 power; and

7 (xii) tools, technology, attachments, accessories,
8 components and repair parts for any of the foregoing.

9 Section 6. Effective date.

10 This act shall take effect in 180 days.