

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

ENGROSSED

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

LLS NO. 24-0118.02 Jennifer Berman x3286

HOUSE BILL 24-1121

HOUSE SPONSORSHIP

Titone and Woodrow,

SENATE SPONSORSHIP

Bridges and Hinrichsen,

House Committees
Business Affairs & Labor

Senate Committees

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.

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), (1.4), (1.7), (5) introductory portion, (5.5), (7.2),
6 (7.3), (7.5), (7.7), (7.8), and (10.3) 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.

4 (1.4) "CELL PHONE" MEANS A PORTABLE, MULTIFUNCTIONAL
5 DIGITAL DEVICE PRIMARILY DESIGNED FOR PERSONAL
6 TELECOMMUNICATIONS.

7 (1.7) (a) "DIGITAL ELECTRONIC EQUIPMENT" OR "DIGITAL
8 EQUIPMENT" MEANS A HARDWARE PRODUCT:

9 (I) MANUFACTURED FOR THE FIRST TIME AND FIRST SOLD OR USED
10 IN COLORADO:

11 (A) ON OR AFTER JULY 1, 2021, WITH RESPECT TO A CELL PHONE;
12 OR

13 (B) ON OR AFTER JULY 1, 2015, WITH RESPECT TO ANY CONSUMER
14 ELECTRONIC DEVICE THAT IS NOT A CELL PHONE; AND

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

18 (b) "DIGITAL ELECTRONIC EQUIPMENT" OR "DIGITAL EQUIPMENT"
19 DOES NOT INCLUDE AGRICULTURAL EQUIPMENT AND POWERED
20 WHEELCHAIRS.

21 (4) "Equipment" means:

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

23 (b) ~~Agricultural equipment.~~

24 (4.3) ~~"Equipment dealer" means any person, partnership,~~
25 ~~corporation, association, or other form of business enterprise that is~~
26 ~~primarily engaged in the retail sale of agricultural equipment.~~

27 (5) "FAIR AND REASONABLE TERMS AND COSTS", AS APPLIED TO

1 AGRICULTURAL EQUIPMENT AND POWERED WHEELCHAIRS, MEANS THE
2 FOLLOWING:

3 (a) (I) ~~"Fair and reasonable terms and costs"~~, With respect to
4 obtaining documentation, parts, embedded software, firmware, or tools
5 from a manufacturer to provide services, ~~means~~ terms that are equivalent
6 to the most favorable terms that the manufacturer offers to an authorized
7 repair provider and costs that are no greater than the manufacturer's
8 suggested retail price.

9 (b) With respect to documentation, ~~"fair and reasonable terms and~~
10 ~~costs"~~ means that the manufacturer provides the documentation, including
11 any relevant updates to the documentation, at no charge; except that the
12 manufacturer may charge a fee for a printed copy of the documentation
13 if the amount of the fee covers only the manufacturer's actual cost to
14 prepare and send the printed copy of the documentation.

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

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

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

25 (5.5) "FAIR AND REASONABLE TERMS AND COSTS FOR DIGITAL
26 ELECTRONIC EQUIPMENT" MEANS:

27 (a) (I) WITH RESPECT TO OBTAINING DOCUMENTATION, EMBEDDED

1 SOFTWARE, FIRMWARE, OR TOOLS FROM A MANUFACTURER TO PROVIDE
2 SERVICES, COSTS AND TERMS THAT ARE EQUIVALENT TO THE MOST
3 FAVORABLE COSTS AND TERMS THAT THE MANUFACTURER OFFERS TO AN
4 AUTHORIZED REPAIR PROVIDER AND COSTS THAT ARE NO GREATER THAN
5 THE MANUFACTURER'S SUGGESTED RETAIL PRICE, INCLUDING TERMS THAT
6 ARE EQUIVALENT TO THE METHODS AND TIMELINESS OF DELIVERY OF THE
7 EMBEDDED SOFTWARE, FIRMWARE, OR TOOLS TO AN AUTHORIZED REPAIR
8 PROVIDER.

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

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

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

25 (I) AT NO CHARGE;

26 (II) IN THE COURSE OF EFFECTUATING THE DIAGNOSIS,
27 MAINTENANCE, OR REPAIR AND ENABLING THE FULL FUNCTIONALITY OF

1 THE DIGITAL EQUIPMENT OR PART; AND

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

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

7 (7.2) "MANUFACTURER OF MOTOR VEHICLE EQUIPMENT" MEANS
8 AN ENTITY ENGAGED IN THE BUSINESS OF MANUFACTURING OR SUPPLYING
9 COMPONENTS USED TO MANUFACTURE, MAINTAIN, OR REPAIR A MOTOR
10 VEHICLE.

11 (7.3) (a) "MEDICAL DEVICE" HAS THE SAME MEANING AS "DEVICE"
12 AS SET FORTH IN SECTION 201 OF THE "FEDERAL FOOD, DRUG, AND
13 COSMETIC ACT", 21 U.S.C. SEC. 321 (h), AS AMENDED.

14 (b) "MEDICAL DEVICE" DOES NOT INCLUDE A POWERED
15 WHEELCHAIR.

16 (7.5) (a) "MOTOR VEHICLE" MEANS A VEHICLE THAT IS:

17 (I) DESIGNED TO TRANSPORT INDIVIDUALS OR PROPERTY ON A
18 STREET OR HIGHWAY; AND

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

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

21 AND

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

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

27 (7.7) "MOTOR VEHICLE DEALER" HAS THE MEANING SET FORTH IN

1 SECTION 44-20-102 (18).

2 (7.8) "MOTOR VEHICLE MANUFACTURER" MEANS AN ENTITY
3 ENGAGED IN THE BUSINESS OF MANUFACTURING OR ASSEMBLING NEW
4 MOTOR VEHICLES.

5 (8) "Original equipment manufacturer" or "manufacturer" means
6 a person doing business in the state and engaged in the business of
7 selling, leasing, or otherwise supplying new DIGITAL ELECTRONIC
8 equipment, AGRICULTURAL EQUIPMENT, OR POWERED WHEELCHAIRS or
9 parts manufactured by or on behalf of itself to any individual, business,
10 or other entity.

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

14 (10.3) "PARTS PAIRING" MEANS A MANUFACTURER'S PRACTICE OF
15 USING SOFTWARE TO IDENTIFY COMPONENT PARTS THROUGH A UNIQUE
16 IDENTIFIER.

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

20 **SECTION 2.** In Colorado Revised Statutes, 6-1-1503, **amend** (1),
21 (3) introductory portion, (3)(a), and (3)(c); and **add** (1)(a.5), (5), (6), (7),
22 and (8) as follows:

23 **6-1-1503. Manufacturer obligations regarding services -**
24 **exemptions.** (1) Except as provided in ~~subsection (2)~~ SUBSECTIONS (2)
25 AND (5) of this section:

26 (a) **(I)** For the purpose of providing services for DIGITAL
27 ELECTRONIC equipment, AGRICULTURAL EQUIPMENT, OR POWERED

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

14 (a.5) FOR THE PURPOSE OF PROVIDING SERVICES FOR
15 AGRICULTURAL EQUIPMENT IN THE STATE, A MANUFACTURER SHALL, WITH
16 FAIR AND REASONABLE TERMS AND COSTS AND WITH OWNER
17 AUTHORIZATION, MAKE DATA AVAILABLE TO AN INDEPENDENT REPAIR
18 PROVIDER OR OWNER, INCLUDING UPDATES TO THE DATA.

19 (II) A MANUFACTURER SHALL MAKE AVAILABLE TO AN
20 INDEPENDENT REPAIR PROVIDER OR OWNER, ON FAIR AND REASONABLE
21 TERMS, ANY DOCUMENTATION, EMBEDDED SOFTWARE, TOOL, PART, OR
22 OTHER DEVICE OR IMPLEMENT THAT THE MANUFACTURER PROVIDES FOR
23 EFFECTING THE SERVICES OF MAINTENANCE, REPAIR, OR DIAGNOSIS ON THE
24 MANUFACTURER'S DIGITAL ELECTRONIC EQUIPMENT.

25 (III) WITH RESPECT TO PARTS, A MANUFACTURER COMPLIES WITH
26 THIS SUBSECTION (1)(a) IF A CONTRACTOR MAKES THE PARTS AVAILABLE
27 TO AN INDEPENDENT REPAIR PROVIDER OR OWNER ON BEHALF OF THE

1 MANUFACTURER.

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

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

17 (3) Neither an original equipment manufacturer nor an
18 AGRICULTURAL equipment dealer is liable for faulty or otherwise
19 improper repairs provided by independent repair providers or owners,
20 including faulty or otherwise improper repairs that cause:

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

23 (c) An inability to use, or a reduced functionality of, a PIECE OF
24 DIGITAL ELECTRONIC EQUIPMENT, powered wheelchair, or piece of
25 agricultural equipment resulting from the faulty or otherwise improper
26 repair.

27 (5) WITH RESPECT TO DIGITAL ELECTRONIC EQUIPMENT, THIS PART

1 15 DOES NOT APPLY TO:

2 (a) A PERSON ACTING IN THE PERSON'S OFFICIAL CAPACITY AS A
3 MOTOR VEHICLE MANUFACTURER, MANUFACTURER OF MOTOR VEHICLE
4 EQUIPMENT, OR MOTOR VEHICLE DEALER;

5 (b) ANY PRODUCT OR SERVICE OF A PERSON ACTING IN THE
6 PERSON'S OFFICIAL CAPACITY AS A MOTOR VEHICLE MANUFACTURER,
7 MANUFACTURER OF MOTOR VEHICLE EQUIPMENT, OR MOTOR VEHICLE
8 DEALER;

9 (c) A MANUFACTURER OR DISTRIBUTOR OF A MEDICAL DEVICE OR
10 ANY PRODUCT OR SERVICE THAT THE MANUFACTURER OR DISTRIBUTOR OF
11 A MEDICAL DEVICE OFFERS;

12 (d) ANY DIGITAL ELECTRONIC EQUIPMENT PRODUCT OR SOFTWARE
13 MANUFACTURED FOR USE IN A MEDICAL SETTING, INCLUDING DIAGNOSTIC,
14 MONITORING, OR CONTROL DIGITAL EQUIPMENT;

15 (e) INDUSTRIAL, UTILITY, CONSTRUCTION, COMPACT
16 CONSTRUCTION, MINING, FORESTRY EQUIPMENT, OR ROAD-BUILDING
17 DIGITAL EQUIPMENT;

18 (f) ELECTRIC VEHICLE CHARGING INFRASTRUCTURE EQUIPMENT;

19 (g) OUTSIDE-THE-METER COMMERCIAL OR INDUSTRIAL
20 ELECTRICAL EQUIPMENT, INCLUDING POWER DISTRIBUTION EQUIPMENT,
21 AND ANY TOOLS, ATTACHMENTS, ACCESSORIES, COMPONENTS, AND
22 REPLACEMENT AND REPAIR PARTS OF THE ELECTRICAL EQUIPMENT.

23 (h) PORTABLE GENERATORS, ENERGY STORAGE SYSTEMS, FUEL
24 CELL POWER SYSTEMS, OR POWER TOOLS;

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

27 (j) SAFETY COMMUNICATIONS EQUIPMENT, THE INTENDED USE OF

1 WHICH IS FOR EMERGENCY RESPONSE OR PREVENTION PURPOSES BY AN
2 EMERGENCY SYSTEM ORGANIZATION, SUCH AS A POLICE, FIRE, OR MEDICAL
3 AND EMERGENCY RESCUE SERVICES AGENCY;

4 (k) EQUIPMENT INSTALLED FOR THE PURPOSE OF ENERGY STORAGE,
5 RENEWABLE POWER GENERATION, POWER MANAGEMENT, OR
6 DISTRIBUTION;

7 (l) SET TOP BOXES, MODEMS, ROUTERS, OR ALL-IN-ONE DEVICES
8 DELIVERING INTERNET, VIDEO, AND VOICE SERVICES THAT ARE
9 DISTRIBUTED BY A VIDEO, INTERNET, OR VOICE SERVICE PROVIDER IF THE
10 SERVICE PROVIDER OFFERS EQUIVALENT OR BETTER, READILY AVAILABLE
11 REPLACEMENT EQUIPMENT AT NO CHARGE TO THE CUSTOMER; OR

12 (m) FIRE ALARM SYSTEMS AND INTRUSION DETECTION EQUIPMENT
13 THAT IS PROVIDED WITH A SECURITY MONITORING SERVICE.

14 (6) WITH RESPECT TO DIGITAL ELECTRONIC EQUIPMENT, NOTHING
15 IN THIS SECTION:

16 (a) REQUIRES A MANUFACTURER TO LICENSE ANY INTELLECTUAL
17 PROPERTY, INCLUDING OBTAINING A COPYRIGHT OR PATENT FOR ANY
18 INTELLECTUAL PROPERTY, UNLESS SUCH LICENSING IS NECESSARY FOR
19 PROVIDING SERVICES;

20 (b) REQUIRES THE DISTRIBUTION OF A PRODUCT'S SOURCE CODE;

21 (c) REQUIRES A MANUFACTURER TO MAKE AVAILABLE, WITHOUT
22 AUTHORIZATION FROM THE OWNER, SPECIAL DOCUMENTATION, TOOLS, OR
23 PARTS THAT WOULD DISABLE OR OVERRIDE ANY PRIVACY OR ANTI-THEFT
24 SECURITY MEASURES FOR THE OWNER'S DIGITAL ELECTRONIC EQUIPMENT
25 THAT THE OWNER HAS SET FOR THE DIGITAL EQUIPMENT; █

26 (d) SHALL BE CONSTRUED TO REQUIRE ANY ORIGINAL EQUIPMENT
27 MANUFACTURER OR AUTHORIZED REPAIR PROVIDER TO MAKE AVAILABLE

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

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

16 (7) FOR DIGITAL ELECTRONIC EQUIPMENT THAT IS MANUFACTURED
17 FOR THE FIRST TIME AND SOLD OR USED IN THE STATE AFTER JANUARY 1,
18 2025, A MANUFACTURER SHALL NOT USE PARTS PAIRING TO:

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

25 (b) REDUCE THE FUNCTIONALITY OR PERFORMANCE OF DIGITAL
26 ELECTRONIC EQUIPMENT; OR

27 (c) CAUSE DIGITAL ELECTRONIC EQUIPMENT TO DISPLAY

1 MISLEADING ALERTS OR WARNINGS ABOUT UNIDENTIFIED PARTS,
2 PARTICULARLY IF THE ALERTS OR WARNINGS CANNOT IMMEDIATELY BE
3 DISMISSED BY THE OWNER.

4 (8) BEFORE PROVIDING SERVICES FOR DIGITAL ELECTRONIC
5 EQUIPMENT, AN INDEPENDENT REPAIR PROVIDER SHALL PROVIDE THE
6 OWNER SEEKING SERVICES WRITTEN NOTICE, PROVIDED ON SITE AND IN A
7 CONSPICUOUS LOCATION AT THE INDEPENDENT REPAIR PROVIDER'S
8 PREMISES FOR PROVIDING SERVICES OR PROVIDED IN AN E-MAIL TO THE
9 OWNER, INDICATING:

10 (a) THAT THE INDEPENDENT REPAIR PROVIDER IS NOT AN
11 AUTHORIZED REPAIR PROVIDER OF THE DIGITAL EQUIPMENT'S
12 MANUFACTURER; AND

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

16 **SECTION 3. Act subject to petition - effective date.** This act
17 takes effect September 1, 2024; except that, if a referendum petition is
18 filed pursuant to section 1 (3) of article V of the state constitution against
19 this act or an item, section, or part of this act within the ninety-day period
20 after final adjournment of the general assembly, then the act, item,
21 section, or part will not take effect unless approved by the people at the
22 general election to be held in November 2024 and, in such case, will take
23 effect on the date of the official declaration of the vote thereon by the
24 governor.