
SENATE BILL 6276

State of Washington

68th Legislature

2024 Regular Session

By Senators Stanford and Nguyen

1 AN ACT Relating to supporting the servicing and right to repair
2 of certain products with digital electronics in a secure and reliable
3 manner to increase access and affordability for Washingtonians; and
4 adding a new chapter to Title 19 RCW.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

7 (a) Consumer access to affordable and reliable products that
8 contain digital electronics, including computers, cell phones,
9 appliances, agricultural equipment, powered wheelchairs, and other
10 nonexempted products, is essential to overcome digital inequities in
11 Washington state and that broader distribution of the information,
12 parts, and tools necessary to repair digital electronic products will
13 shorten repair times, lengthen the useful lives of digital electronic
14 products, and lower costs for consumers;

15 (b) Consumers increasingly rely on these products to conduct
16 personal and professional business daily. Many modern consumer
17 products contain digital components, such as microprocessors and
18 microchips, which create barriers to repairs. In some United States'
19 households, everything from the coffee maker, to the washing machine,
20 vacuum, thermostat, or doorbell may have a digital component as

1 technology has evolved and smart products have increased in
2 popularity;

3 (c) The need for more accessible and affordable repair options is
4 felt more acutely among specific sectors of the population, notably
5 Washington residents in rural areas and people who earn low incomes.
6 Original manufacturer shops or authorized repair providers are often
7 located in urban areas requiring consumers to travel long distances
8 for repair or be without products for periods of time;

9 (d) Small, independent businesses play a vital role in
10 Washington's economy. Providing access to information, parts, and
11 tools is essential in contributing to a competitive repair market,
12 allowing small repair shop employees to repair products more safely;

13 (e) Certain electronic products are comprised of precious metals
14 that are finite, and unnecessary early disposal can be avoided with
15 greater accessibility to proper and affordable repair; and

16 (f) Other states such as Minnesota, New York, California, and
17 Colorado have enacted right to repair legislation, recognizing the
18 need to increase access to the documentation, tools, and parts
19 necessary to facilitate multiple repair options for all kinds of
20 consumer products with digital electronics.

21 (2) Therefore, the legislature intends to broaden access to the
22 information and tools necessary to repair digital electronic
23 products, including computers, cell phones, appliances, agricultural
24 equipment, powered wheelchairs, and other nonexempted products in a
25 safe, secure, reliable, and sustainable manner, thereby increasing
26 access to appropriate and affordable digital electronic products,
27 supporting small businesses and jobs, and making it easier for all
28 residents of Washington state to connect digitally.

29 NEW SECTION. **Sec. 2.** The definitions in this section apply
30 throughout this chapter unless the context clearly requires
31 otherwise.

32 (1) "Agricultural equipment" means a digital electronic product
33 that is designed primarily for use in a farm operation, including any
34 combine, tractor, sprayer, implement, or attachment, including
35 attachments and repair parts thereof used in the planting,
36 cultivating, irrigating, harvesting, or ranching of agricultural
37 products, excluding self-propelled machines designed primarily for
38 the transportation of persons or property on a street or highway.

1 (2) "Authorized repair provider" means an individual or business
2 that is unaffiliated with an original manufacturer and that has an
3 arrangement with the original manufacturer to use the original
4 manufacturer's trade name, service mark, or other proprietary
5 identifier for the purpose of offering the services of diagnosis,
6 maintenance, or repair of digital electronic products under the name
7 of the original manufacturer, or that has an arrangement with the
8 original manufacturer under which the individual or business offers
9 the services of diagnosis, maintenance, or repair of digital
10 electronic products on behalf of the original manufacturer. An
11 original manufacturer who offers the services of diagnosis,
12 maintenance, or repair of its own digital electronic products shall
13 be considered an authorized repair provider with respect to such
14 products.

15 (3) "Diagnosis" means the process of identifying the issue or
16 issues that cause digital electronic products to not be in fully
17 working order.

18 (4) "Digital electronic product" or "products" means any product
19 or electronic that depends, in whole or in part, on digital
20 electronics, such as a microprocessor or microcontroller, embedded in
21 or attached to the product in order to function.

22 (5) "Documentation" means any manual, maintenance procedures,
23 functional and wiring diagrams, reporting output, service code
24 description, circuit board schematics, security code, password,
25 training material, troubleshooting information, list of required
26 tools, parts list, or other guidance or information, or their
27 equivalent, used in effecting the services of diagnosis, maintenance,
28 or repair of digital electronic products.

29 (6) "Fair and reasonable terms" means each of the following, as
30 applicable:

31 (a) (i) (A) For parts, other than agricultural equipment parts, at
32 costs and terms that are equivalent to the most favorable costs and
33 terms under which the manufacturer offers the part, tool, or
34 documentation to an authorized repair provider, accounting for any
35 discount, rebate, convenient and timely means of delivery, means of
36 enabling fully restored and updated functionality, rights of use, or
37 other incentive or preference the manufacturer offers to an
38 authorized repair provider;

39 (B) For documentation, including any relevant updates, that the
40 documentation is made available at no charge, except that, when the

1 documentation is requested in physical printed form, a charge may be
2 included for the reasonable actual costs of preparing and sending the
3 copy;

4 (C) For tools, that the tools are made available by the
5 manufacturer at no charge and without imposing impediments to access
6 or use of the tools to diagnose, maintain, or repair and enable full
7 functionality of the product, requiring internet access, or in a
8 manner that impairs the efficient and cost-effective performance of
9 any such diagnosis, maintenance, or repair, except that, when a tool
10 is requested in physical form, a charge may be included for the
11 reasonable, actual costs of preparing and sending the tool;

12 (ii) If a manufacturer does not use an authorized repair
13 provider, "fair and reasonable terms" means at a price that reflects
14 the actual cost to the manufacturer to prepare and deliver the part,
15 tool, or documentation, exclusive of any research and development
16 costs incurred;

17 (b) For agricultural equipment parts:

18 (i) Costs that are fair to both parties, considering the agreed-
19 upon conditions, promised quality, and timeliness of delivery; and

20 (ii) Terms that:

21 (A) Do not impose on an owner or an independent repair provider
22 any substantial obligation to use or any restriction on the use of
23 the part to diagnose, maintain, or repair farm equipment sold,
24 leased, or otherwise supplied by the manufacturer, including a
25 condition that the owner or independent repair provider become an
26 authorized repair provider of the manufacturer, or a requirement that
27 a part be registered, paired with, or approved by the manufacturer or
28 an authorized repair provider before such part is operational; and

29 (B) Prohibit a manufacturer from imposing any additional cost or
30 burden that is not reasonably necessary or is designed to be an
31 impediment on the owner or independent repair provider.

32 (7) "Independent repair provider" means an individual or business
33 that engages in the services of diagnosis, maintenance, or repair of
34 digital electronic products in this state without an arrangement with
35 the original manufacturer of such products as described in subsection
36 (2) of this section or an affiliation with an authorized repair
37 provider for such products. "Independent repair provider" also means
38 an original manufacturer or an original manufacturer's authorized
39 repair provider that obtains and maintains a repair certification and
40 engages in the services of diagnosis, maintenance, or repair of a

1 digital electronic product that is not manufactured by or on behalf
2 of, sold by, or supplied by such original manufacturer.

3 (8) "Maintenance" means any act necessary to keep currently
4 working digital electronic products in fully working order.

5 (9) "Modifications" or "modifying" means any alteration to
6 digital electronic products that is not maintenance or repair.

7 (10) "Original manufacturer" means an individual or business
8 that, in the normal course of business, is engaged in the business of
9 selling, leasing, or otherwise supplying new digital electronic
10 products manufactured by or on behalf of itself, to any individual or
11 business.

12 (11) "Owner" means an individual or business that owns or leases
13 digital electronic products purchased or used in this state.

14 (12) "Part" means any replacement part, either new or used, or
15 its equivalent, which is generally available or used by an original
16 manufacturer or an authorized repair provider for purposes of
17 effecting the services of maintenance or repair of digital electronic
18 products manufactured or sold by the original manufacturer.

19 (13) "Powered wheelchair" means a motorized wheeled device
20 designed for use by a person with a physical disability.

21 (14) "Repair" means any act needed to restore digital electronic
22 products to fully working order.

23 (15) "Tool" means any software program, hardware implement, or
24 other apparatus, used for diagnosis, maintenance, or repair of
25 digital electronic products, including software or other mechanisms
26 that provide, program, or pair a part, calibrate functionality, or
27 perform any other function required to bring the product or part back
28 to fully functional condition, including any updates.

29 (16) "Trade secret" has the same meaning as defined in 18 U.S.C.
30 Sec. 1839, as that section existed on January 1, 2017.

31 (17) "Video game console" means a computing device, such as a
32 console machine, a handheld console device, or another device or
33 system, and its components and peripherals, that is primarily used by
34 consumers for playing video games, but which is neither a general nor
35 an all-purpose computer, such as a desktop computer, laptop, tablet,
36 or cell phone.

37 NEW SECTION. **Sec. 3.** (1) Effective January 1, 2025, an original
38 manufacturer of digital electronic products and parts for such
39 products that are manufactured for the first time and first sold or

1 leased in this state on or after January 1, 2021, shall make
2 available to any independent repair provider and owner, on fair and
3 reasonable terms, any parts, tools, and documentation required for
4 the diagnosis, maintenance, or repair of such products and parts for
5 such products. Such parts, tools, and documentation shall be made
6 available either directly by the original manufacturer or via an
7 authorized repair provider or authorized third-party provider. For a
8 product that requires deactivating a lock for purposes of repair, the
9 original manufacturer shall make available to any independent repair
10 provider or owner, with the express permission of the owner, on fair
11 and reasonable terms, any special parts, tools, and documentation
12 needed to access and reset the lock or function when disabled in the
13 course of diagnosis, maintenance, or repair of such product. Such
14 parts, tools, and documentation may be made available through an
15 appropriate secure release system.

16 (2) Nothing in this chapter requires the original manufacturer to
17 sell parts if the parts are no longer made available to authorized
18 repair providers by the original manufacturer.

19 NEW SECTION. **Sec. 4.** Before repairing digital electronic
20 products, authorized repair providers and independent repair
21 providers shall provide to customers, publish on their website, or
22 post at the place of business, a written notice that contains the
23 following information:

24 (1) The steps taken by the authorized repair provider or the
25 independent repair provider to ensure the privacy and security of
26 products entrusted for repair;

27 (2) Recommended steps for the customer to take to safeguard
28 product data, including:

29 (a) If appropriate, backing up data prior to repair and wiping
30 backed-up data from a product;

31 (b) Sharing only the passwords or access to functions necessary
32 for the relevant repairs; and

33 (c) Logging out of applications or websites that contain
34 sensitive data or that otherwise pose a security risk, such as
35 electronic mail, banking, and social media accounts; and

36 (3) (a) A statement about the customer's legal right to privacy,
37 which is protected under Article I, section 7 of the state
38 Constitution and under Washington law, which protects against:

1 (i) Washington cybercrimes under chapter 9A.90 RCW, including
2 electronic data theft, electronic data tampering, spoofing, and
3 computer trespass;

4 (ii) The disclosing of intimate images under RCW 9A.86.010;

5 (iii) The criminal impersonation of another under RCW 9A.60.040;
6 and

7 (iv) Identity crimes under chapter 9.35 RCW.

8 (b) Violations of privacy may be referred to law enforcement for
9 criminal prosecution, and violators may be liable for damages,
10 including mental pain and suffering, that a violation of privacy may
11 have caused to a customer's business, person, or reputation.

12 NEW SECTION. **Sec. 5.** (1) Nothing in this chapter shall be
13 construed to require an original manufacturer to divulge a trade
14 secret or license any intellectual property to an owner or to an
15 independent repair provider, except as necessary to provide parts,
16 tools, and documentation on fair and reasonable terms.

17 (2) Nothing in this chapter shall be construed to alter the terms
18 of any arrangement described in section 2(2) of this act in force
19 between an authorized repair provider and an original manufacturer
20 including, but not limited to, the performance or provision of
21 warranty or recall repair work by an authorized repair provider on
22 behalf of an original manufacturer pursuant to such arrangement,
23 except that any provision in such terms that purports to waive,
24 avoid, restrict, or limit the original manufacturer's obligations to
25 comply with this section shall be void and unenforceable.

26 (3) Nothing in this chapter shall be construed to require an
27 original manufacturer or an authorized repair provider to provide to
28 an owner or independent repair provider access to information, other
29 than documentation, that is provided by the original manufacturer to
30 an authorized repair provider pursuant to the terms of an arrangement
31 described in section 2(2) of this act.

32 (4) Nothing in this chapter shall be construed to require an
33 original manufacturer or authorized repair provider to make available
34 any parts, tools, or documentation for the purposes of modifying or
35 making modifications to any digital electronic products.

36 (5) Nothing in this chapter shall be construed to require an
37 original manufacturer or authorized repair provider to make available
38 any parts, tools, or documentation required for the diagnosis,
39 maintenance, or repair of public safety communications equipment, the

1 intended use of which is for emergency response or prevention
2 purposes by an emergency service organization such as a police, fire,
3 or emergency medical services agency.

4 (6) Nothing in this chapter shall apply to manufacturers or
5 distributors of a medical device, other than powered wheelchairs, as
6 defined in the federal food, drug, and cosmetic act, Title 21 U.S.C.
7 Sec. 301 et seq., a digital electronic product, or embedded software
8 manufactured primarily for use in a medical setting, including
9 diagnostic, monitoring, or control equipment.

10 (7) Nothing in this chapter shall apply to a:

11 (a) Motor vehicle manufacturer, manufacturer of motor vehicle
12 equipment, or motor vehicle dealer acting in that capacity or to any
13 product or service of a motor vehicle manufacturer, manufacturer of
14 motor vehicle equipment, or motor vehicle dealer acting in that
15 capacity; or

16 (b) Manufacturer, distributor, importer, or dealer of any power
17 generation or storage equipment, or equipment for fueling or charging
18 motor vehicles.

19 (8) Nothing in this section applies to utility equipment;
20 construction equipment; compact construction equipment; road building
21 equipment; electronic vehicle charging infrastructure equipment;
22 mining equipment; and any tools, technology, attachments,
23 accessories, components, and repair parts for any of the foregoing.

24 (9) Nothing in this section shall be construed to require any
25 original manufacturer or authorized repair provider to make available
26 any parts, tools, or documentation required for the diagnosis,
27 maintenance, or repair of a video game console and its components and
28 peripherals.

29 NEW SECTION. **Sec. 6.** (1) No original manufacturer or
30 authorized repair provider shall be liable for any damage or injury
31 to any digital electronic product caused by an independent repair
32 provider or owner which occurs during the course of repair,
33 diagnosis, or maintenance and is not attributable to the original
34 manufacturer or authorized repair provider other than if the failure
35 is attributable to design or manufacturing defects.

36 (2) The original manufacturer does not warrant any services
37 provided by independent repair providers.

1 NEW SECTION. **Sec. 7.** (1) The legislature finds that the
2 practices covered by this chapter are matters vitally affecting the
3 public interest for the purpose of applying the consumer protection
4 act, chapter 19.86 RCW. A violation of this chapter is not reasonable
5 in relation to the development and preservation of business and is an
6 unfair or deceptive act in trade or commerce and an unfair method of
7 competition for the purpose of applying the consumer protection act,
8 chapter 19.86 RCW.

9 (2) This chapter may be enforced solely by the attorney general
10 under the consumer protection act, chapter 19.86 RCW.

11 NEW SECTION. **Sec. 8.** Sections 1 through 7 and 9 of this act
12 constitute a new chapter in Title 19 RCW.

13 NEW SECTION. **Sec. 9.** This chapter may be known and cited as the
14 right to repair act.

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