

HOUSE BILL No. 1155

DIGEST OF INTRODUCED BILL

Citations Affected: IC 24-4-23; IC 24-5-0.5-3.

Synopsis: Right to repair. Requires a manufacturer of a piece of agricultural equipment that is sold in Indiana, subject to certain exceptions, to: (1) provide to an independent service provider or owner of the agricultural equipment any service documentation the manufacturer provides to its authorized service providers; and (2) make available for purchase, upon reasonable terms, any part or tool the manufacturer provides to its authorized service providers. Provides that a violation of the requirements is: (1) actionable by the attorney general; and (2) subject to the remedies and penalties that apply to a deceptive consumer sales practice.

Effective: July 1, 2024.

Greene, Hall

January 8, 2024, read first time and referred to Committee on Agriculture and Rural Development.



Second Regular Session of the 123rd General Assembly (2024)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2023 Regular Session of the General Assembly.

HOUSE BILL No. 1155

A BILL FOR AN ACT to amend the Indiana Code concerning trade regulation.

Be it enacted by the General Assembly of the State of Indiana:

1 SECTION 1. IC 24-4-23 IS ADDED TO THE INDIANA CODE AS
2 A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
3 1, 2024]:
4 **Chapter 23. Access to Product Repair Resources for**
5 **Agricultural Equipment**
6 **Sec. 1. (a) As used in this chapter, "agricultural equipment"**
7 **means a piece of equipment or a component of, an attachment to,**
8 **a tool for, or a part for a piece of equipment that is designed**
9 **primarily for use on a farm or ranch.**
10 **(b) The term does not include:**
11 **(1) a motor vehicle or component of a motor vehicle; or**
12 **(2) an aircraft used in an agricultural aircraft operation (as**
13 **defined in 14 CFR 137.3).**
14 **Sec. 2. As used in this chapter, "authorized service provider"**
15 **means:**
16 **(1) a manufacturer that provides; or**
17 **(2) a person that:**



- 1 **(A) is not an affiliate of a manufacturer; and**
 2 **(B) has entered into an agreement with the manufacturer**
 3 **to provide:**
 4 **(i) on behalf of; or**
 5 **(ii) under the name of;**
 6 **the manufacturer;**
 7 **diagnostic, maintenance, or repair service for a piece of**
 8 **agricultural equipment made by the manufacturer.**
 9 **Sec. 3. (a) As used in this chapter, "independent service**
 10 **provider" means a person that:**
 11 **(1) in the ordinary course of business, performs diagnostic,**
 12 **maintenance, or repair service on a piece of agricultural**
 13 **equipment; and**
 14 **(2) is not:**
 15 **(A) an authorized service provider; or**
 16 **(B) an affiliate of an authorized service provider;**
 17 **for the piece of agricultural equipment.**
 18 **(b) The term includes a manufacturer when the manufacturer**
 19 **is performing diagnostic, maintenance, or repair service on a piece**
 20 **of agricultural equipment that is not made by the manufacturer or**
 21 **by an affiliate of the manufacturer.**
 22 **Sec. 4. As used in this chapter, "manufacturer" means a person**
 23 **that, in the ordinary course of business:**
 24 **(1) sells or leases a piece of agricultural equipment made by,**
 25 **or on behalf of, the manufacturer; and**
 26 **(2) performs, or provides for the performance of, diagnostic,**
 27 **maintenance, or repair service on the piece of agricultural**
 28 **equipment.**
 29 **Sec. 5. (a) As used in this chapter, "motor vehicle" means a**
 30 **vehicle that is:**
 31 **(1) designed for transporting people or property on a street or**
 32 **highway; and**
 33 **(2) certified by the vehicle's maker under all applicable**
 34 **federal safety and emissions standards and requirements for**
 35 **distribution and sale in the United States.**
 36 **(b) The term includes a mobile home (as defined in**
 37 **IC 9-13-2-103.2), motorcycle (as defined in IC 9-13-2-108), or**
 38 **recreational vehicle (as defined in IC 9-13-2-150).**
 39 **Sec. 6. As used in this chapter, "owner" means a person that:**
 40 **(1) is domiciled in Indiana; and**
 41 **(2) lawfully owns or has legal right to possession of a piece of**
 42 **agricultural equipment.**



1 **Sec. 7. As used in this chapter, "part" means any replacement**
 2 **part, either new or used, made available by a manufacturer of or**
 3 **an authorized service provider to facilitate the maintenance or**
 4 **repair of a piece of agricultural equipment sold by the**
 5 **manufacturer.**

6 **Sec. 8. As used in this chapter, "person" means an individual, an**
 7 **organization, or any other legal entity.**

8 **Sec. 9. As used in this chapter, "service documentation" means**
 9 **information, including:**

- 10 (1) manuals;
 11 (2) schematics;
 12 (3) diagrams;
 13 (4) report output;
 14 (5) service code descriptions;
 15 (6) technical updates;
 16 (7) passwords needed to access repair or diagnostic functions;
 17 and
 18 (8) information necessary to reset or unlock a security related
 19 function, with the permission of the owner;

20 **that is provided by a manufacturer to an authorized service**
 21 **provider for the performance of diagnostic, maintenance, or repair**
 22 **service on a piece of agricultural equipment.**

23 **Sec. 10. As used in this chapter, "software" means a set of**
 24 **coded, programmable instructions designed to cause a piece of**
 25 **agricultural equipment to perform a task.**

26 **Sec. 11. As used in this chapter, "tool" means any software**
 27 **program, hardware implement, or other apparatus made available**
 28 **by a manufacturer of a piece of agricultural equipment to an**
 29 **authorized service provider for the diagnosis, maintenance, or**
 30 **repair of the piece of agricultural equipment.**

31 **Sec. 12. As used in this chapter, "trade secret" has the meaning**
 32 **set forth in IC 24-2-3-2.**

33 **Sec. 13. (a) Except as provided in section 14 of this chapter, a**
 34 **manufacturer that sells or leases a piece of agricultural equipment**
 35 **in Indiana must do the following:**

- 36 (1) Subject to subsection (b), provide the service
 37 documentation for the agricultural equipment to an
 38 independent service provider for, or to an owner of, the piece
 39 of agricultural equipment:
 40 (A) within the amount of time within which;
 41 (B) in the format in which; and
 42 (C) at no cost or at a price that is not more than the price



- 1 at which;
 2 the manufacturer provides the service documentation to an
 3 authorized service provider for the piece of agricultural
 4 equipment.
 5 (2) Make available for purchase by an independent service
 6 provider for, or by an owner of, the piece of agricultural
 7 equipment any part or tool that the manufacturer makes
 8 available to an authorized service provider, upon terms that
 9 are reasonable in relation to:
 10 (A) the net price at which the manufacturer provides the
 11 part or tool to an authorized service provider, after
 12 deducting any discounts, rebates, or other incentives
 13 offered by the manufacturer;
 14 (B) the cost to the manufacturer of making, preparing, and
 15 delivering the part or tool:
 16 (i) including amortized capital costs; and
 17 (ii) excluding research and development costs;
 18 incurred by the manufacturer in making, preparing, and
 19 delivering the part or tool; and
 20 (C) the price charged by manufacturers of comparable
 21 pieces of agricultural equipment for a comparable part or
 22 tool.
 23 (b) A manufacturer that supplies, with the permission of the
 24 owner, information necessary to reset or unlock a security related
 25 function under subsection (a)(1) may supply the information
 26 through a secure data transfer system.
 27 Sec. 14. A manufacturer is not required under this chapter to:
 28 (1) provide, or require an authorized service provider to
 29 provide, to an independent service provider for, or to an
 30 owner of, a piece of agricultural equipment:
 31 (A) either:
 32 (i) service documentation; or
 33 (ii) a part or tool;
 34 that is not available to the manufacturer or the authorized
 35 service provider; or
 36 (B) information that is unrelated to the performance of
 37 diagnostic, maintenance, or repair service for the piece of
 38 agricultural equipment; or
 39 (2) divulge a trade secret.
 40 Sec. 15. (a) Except as provided in subsection (b), this chapter
 41 may not be construed as to affect the terms of an agreement
 42 between a manufacturer and an authorized service provider,



1 including terms regarding the authorized service provider's
 2 performance of warranty or recall service on behalf of the
 3 manufacturer.

4 (b) Notwithstanding subsection (a), a provision of an agreement
 5 between a manufacturer and an authorized service provider that
 6 purports to waive, avoid, restrict, or limit the obligations of the
 7 manufacturer under this chapter is void and unenforceable.

8 **Sec. 16. A manufacturer that knowingly and intentionally**
 9 **violates sections 13 through 15 of this chapter commits a deceptive**
 10 **act that is:**

11 (1) actionable by the attorney general; and

12 (2) subject to the remedies and penalties;

13 under IC 24-5-0.5.

14 SECTION 2. IC 24-5-0.5-3, AS AMENDED BY P.L.34-2022,
 15 SECTION 7, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 16 JULY 1, 2024]: Sec. 3. (a) A supplier may not commit an unfair,
 17 abusive, or deceptive act, omission, or practice in connection with a
 18 consumer transaction. Such an act, omission, or practice by a supplier
 19 is a violation of this chapter whether it occurs before, during, or after
 20 the transaction. An act, omission, or practice prohibited by this section
 21 includes both implicit and explicit misrepresentations.

22 (b) Without limiting the scope of subsection (a), the following acts,
 23 and the following representations as to the subject matter of a
 24 consumer transaction, made orally, in writing, or by electronic
 25 communication, by a supplier, are deceptive acts:

26 (1) That such subject of a consumer transaction has sponsorship,
 27 approval, performance, characteristics, accessories, uses, or
 28 benefits it does not have which the supplier knows or should
 29 reasonably know it does not have.

30 (2) That such subject of a consumer transaction is of a particular
 31 standard, quality, grade, style, or model, if it is not and if the
 32 supplier knows or should reasonably know that it is not.

33 (3) That such subject of a consumer transaction is new or unused,
 34 if it is not and if the supplier knows or should reasonably know
 35 that it is not.

36 (4) That such subject of a consumer transaction will be supplied
 37 to the public in greater quantity than the supplier intends or
 38 reasonably expects.

39 (5) That replacement or repair constituting the subject of a
 40 consumer transaction is needed, if it is not and if the supplier
 41 knows or should reasonably know that it is not.

42 (6) That a specific price advantage exists as to such subject of a



- 1 consumer transaction, if it does not and if the supplier knows or
2 should reasonably know that it does not.
- 3 (7) That the supplier has a sponsorship, approval, or affiliation in
4 such consumer transaction the supplier does not have, and which
5 the supplier knows or should reasonably know that the supplier
6 does not have.
- 7 (8) That such consumer transaction involves or does not involve
8 a warranty, a disclaimer of warranties, or other rights, remedies,
9 or obligations, if the representation is false and if the supplier
10 knows or should reasonably know that the representation is false.
- 11 (9) That the consumer will receive a rebate, discount, or other
12 benefit as an inducement for entering into a sale or lease in return
13 for giving the supplier the names of prospective consumers or
14 otherwise helping the supplier to enter into other consumer
15 transactions, if earning the benefit, rebate, or discount is
16 contingent upon the occurrence of an event subsequent to the time
17 the consumer agrees to the purchase or lease.
- 18 (10) That the supplier is able to deliver or complete the subject of
19 the consumer transaction within a stated period of time, when the
20 supplier knows or should reasonably know the supplier could not.
21 If no time period has been stated by the supplier, there is a
22 presumption that the supplier has represented that the supplier
23 will deliver or complete the subject of the consumer transaction
24 within a reasonable time, according to the course of dealing or the
25 usage of the trade.
- 26 (11) That the consumer will be able to purchase the subject of the
27 consumer transaction as advertised by the supplier, if the supplier
28 does not intend to sell it.
- 29 (12) That the replacement or repair constituting the subject of a
30 consumer transaction can be made by the supplier for the estimate
31 the supplier gives a customer for the replacement or repair, if the
32 specified work is completed and:
- 33 (A) the cost exceeds the estimate by an amount equal to or
34 greater than ten percent (10%) of the estimate;
- 35 (B) the supplier did not obtain written permission from the
36 customer to authorize the supplier to complete the work even
37 if the cost would exceed the amounts specified in clause (A);
- 38 (C) the total cost for services and parts for a single transaction
39 is more than seven hundred fifty dollars (\$750); and
- 40 (D) the supplier knew or reasonably should have known that
41 the cost would exceed the estimate in the amounts specified in
42 clause (A).



- 1 (13) That the replacement or repair constituting the subject of a
2 consumer transaction is needed, and that the supplier disposes of
3 the part repaired or replaced earlier than seventy-two (72) hours
4 after both:
5 (A) the customer has been notified that the work has been
6 completed; and
7 (B) the part repaired or replaced has been made available for
8 examination upon the request of the customer.
9 (14) Engaging in the replacement or repair of the subject of a
10 consumer transaction if the consumer has not authorized the
11 replacement or repair, and if the supplier knows or should
12 reasonably know that it is not authorized.
13 (15) The act of misrepresenting the geographic location of the
14 supplier by listing an alternate business name or an assumed
15 business name (as described in IC 23-0.5-3-4) in a local telephone
16 directory if:
17 (A) the name misrepresents the supplier's geographic location;
18 (B) the listing fails to identify the locality and state of the
19 supplier's business;
20 (C) calls to the local telephone number are routinely forwarded
21 or otherwise transferred to a supplier's business location that
22 is outside the calling area covered by the local telephone
23 directory; and
24 (D) the supplier's business location is located in a county that
25 is not contiguous to a county in the calling area covered by the
26 local telephone directory.
27 (16) The act of listing an alternate business name or assumed
28 business name (as described in IC 23-0.5-3-4) in a directory
29 assistance data base if:
30 (A) the name misrepresents the supplier's geographic location;
31 (B) calls to the local telephone number are routinely forwarded
32 or otherwise transferred to a supplier's business location that
33 is outside the local calling area; and
34 (C) the supplier's business location is located in a county that
35 is not contiguous to a county in the local calling area.
36 (17) The violation by a supplier of IC 24-3-4 concerning
37 cigarettes for import or export.
38 (18) The act of a supplier in knowingly selling or reselling a
39 product to a consumer if the product has been recalled, whether
40 by the order of a court or a regulatory body, or voluntarily by the
41 manufacturer, distributor, or retailer, unless the product has been
42 repaired or modified to correct the defect that was the subject of



- 1 the recall.
- 2 (19) The violation by a supplier of 47 U.S.C. 227, including any
- 3 rules or regulations issued under 47 U.S.C. 227.
- 4 (20) The violation by a supplier of the federal Fair Debt
- 5 Collection Practices Act (15 U.S.C. 1692 et seq.), including any
- 6 rules or regulations issued under the federal Fair Debt Collection
- 7 Practices Act (15 U.S.C. 1692 et seq.).
- 8 (21) A violation of IC 24-5-7 (concerning health spa services), as
- 9 set forth in IC 24-5-7-17.
- 10 (22) A violation of IC 24-5-8 (concerning business opportunity
- 11 transactions), as set forth in IC 24-5-8-20.
- 12 (23) A violation of IC 24-5-10 (concerning home consumer
- 13 transactions), as set forth in IC 24-5-10-18.
- 14 (24) A violation of IC 24-5-11 (concerning real property
- 15 improvement contracts), as set forth in IC 24-5-11-14.
- 16 (25) A violation of IC 24-5-12 (concerning telephone
- 17 solicitations), as set forth in IC 24-5-12-23.
- 18 (26) A violation of IC 24-5-13.5 (concerning buyback motor
- 19 vehicles), as set forth in IC 24-5-13.5-14.
- 20 (27) A violation of IC 24-5-14 (concerning automatic
- 21 dialing-announcing devices), as set forth in IC 24-5-14-13.
- 22 (28) A violation of IC 24-5-15 (concerning credit services
- 23 organizations), as set forth in IC 24-5-15-11.
- 24 (29) A violation of IC 24-5-16 (concerning unlawful motor
- 25 vehicle subleasing), as set forth in IC 24-5-16-18.
- 26 (30) A violation of IC 24-5-17 (concerning environmental
- 27 marketing claims), as set forth in IC 24-5-17-14.
- 28 (31) A violation of IC 24-5-19 (concerning deceptive commercial
- 29 solicitation), as set forth in IC 24-5-19-11.
- 30 (32) A violation of IC 24-5-21 (concerning prescription drug
- 31 discount cards), as set forth in IC 24-5-21-7.
- 32 (33) A violation of IC 24-5-23.5-7 (concerning real estate
- 33 appraisals), as set forth in IC 24-5-23.5-9.
- 34 (34) A violation of IC 24-5-26 (concerning identity theft), as set
- 35 forth in IC 24-5-26-3.
- 36 (35) A violation of IC 24-5.5 (concerning mortgage rescue fraud),
- 37 as set forth in IC 24-5.5-6-1.
- 38 (36) A violation of IC 24-8 (concerning promotional gifts and
- 39 contests), as set forth in IC 24-8-6-3.
- 40 (37) A violation of IC 21-18.5-6 (concerning representations
- 41 made by a postsecondary credit bearing proprietary educational
- 42 institution), as set forth in IC 21-18.5-6-22.5.



- 1 (38) A violation of IC 24-5-15.5 (concerning collection actions of
2 a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.
- 3 (39) A violation of IC 24-14 (concerning towing services), as set
4 forth in IC 24-14-10-1.
- 5 (40) A violation of IC 24-5-14.5 (concerning misleading or
6 inaccurate caller identification information), as set forth in
7 IC 24-5-14.5-12.
- 8 (41) A violation of IC 24-5-27 (concerning intrastate inmate
9 calling services), as set forth in IC 24-5-27-27.
- 10 **(42) A violation of IC 24-4-23 (concerning access to product**
11 **repair resources for agricultural equipment), as set forth in**
12 **IC 24-4-23-16.**
- 13 (c) Any representations on or within a product or its packaging or
14 in advertising or promotional materials which would constitute a
15 deceptive act shall be the deceptive act both of the supplier who places
16 such representation thereon or therein, or who authored such materials,
17 and such other suppliers who shall state orally or in writing that such
18 representation is true if such other supplier shall know or have reason
19 to know that such representation was false.
- 20 (d) If a supplier shows by a preponderance of the evidence that an
21 act resulted from a bona fide error notwithstanding the maintenance of
22 procedures reasonably adopted to avoid the error, such act shall not be
23 deceptive within the meaning of this chapter.
- 24 (e) It shall be a defense to any action brought under this chapter that
25 the representation constituting an alleged deceptive act was one made
26 in good faith by the supplier without knowledge of its falsity and in
27 reliance upon the oral or written representations of the manufacturer,
28 the person from whom the supplier acquired the product, any testing
29 organization, or any other person provided that the source thereof is
30 disclosed to the consumer.
- 31 (f) For purposes of subsection (b)(12), a supplier that provides
32 estimates before performing repair or replacement work for a customer
33 shall give the customer a written estimate itemizing as closely as
34 possible the price for labor and parts necessary for the specific job
35 before commencing the work.
- 36 (g) For purposes of subsection (b)(15) and (b)(16), a telephone
37 company or other provider of a telephone directory or directory
38 assistance service or its officer or agent is immune from liability for
39 publishing the listing of an alternate business name or assumed
40 business name of a supplier in its directory or directory assistance data
41 base unless the telephone company or other provider of a telephone
42 directory or directory assistance service is the same person as the



1 supplier who has committed the deceptive act.
2 (h) For purposes of subsection (b)(18), it is an affirmative defense
3 to any action brought under this chapter that the product has been
4 altered by a person other than the defendant to render the product
5 completely incapable of serving its original purpose.

