

1 AN ACT relating to the right to repair agricultural equipment.

2 *Be it enacted by the General Assembly of the Commonwealth of Kentucky:*

3 ➔SECTION 1. A NEW SECTION OF KRS CHAPTER 367 IS CREATED TO
4 READ AS FOLLOWS:

5 *(1) As used in this section:*

6 *(a) 1. "Agricultural equipment" means any tractor, trailer, combine,*
7 *sprayer, tillage implement, baler, or other equipment used to plant,*
8 *cultivate, or harvest agricultural products or to ranch and attachments*
9 *to and repair parts for such equipment.*

10 *2. "Agricultural equipment" does not mean:*

11 *a. A self-propelled vehicle designed primarily for the*
12 *transportation of individuals or property on a street or highway;*

13 *b. A powersports vehicle;*

14 *c. Any aircraft used in an agricultural aircraft operation; or*

15 *d. Any equipment designed and used primarily for irrigation;*

16 *(b) "Agricultural equipment dealer" means any person, partnership,*
17 *corporation, association, or other form of business enterprise that is*
18 *primarily engaged in the retail sale of agricultural equipment;*

19 *(c) "Authorized repair provider" means a person that is unaffiliated with a*
20 *manufacturer other than through an arrangement with the manufacturer,*
21 *whether for a definite or an indefinite period, in which the manufacturer,*
22 *for the purpose of offering to provide services to an equipment owner*
23 *regarding the owner's equipment or a part, grants the person:*

24 *1. A license to use a trade name, service mark, or other proprietary*
25 *identifier; or*

26 *2. Authorization under any other arrangement to act on behalf of the*
27 *manufacturer;*

1 (d) "Data" means, with the consent of an owner, transmitted or compiled
2 information arising from the operation of an owner's agricultural
3 equipment or its parts;

4 (e) "Documentation" means a manual, diagram, including a schematic
5 diagram, reporting output, service code description, security code or
6 password, or similar type of guidance or information, whether in an
7 electronic or tangible format, that a manufacturer provides to an authorized
8 repair provider to assist the authorized repair provider with services
9 performed on the manufacturer's equipment or a part;

10 (f) "Embedded software" means any programmable instructions provided on
11 firmware delivered with or loaded to the agricultural equipment, with
12 respect to agricultural equipment operation, including all relevant patches
13 and fixes that the manufacturer makes, including but not limited to items
14 described as:

15 1. "Basic internal operating system";

16 2. "Internal operating system";

17 3. "Machine code";

18 4. "Assembly code";

19 5. "Root code"; or

20 6. "Microcode";

21 (g) "Fair and reasonable terms and costs" means parts shall be sold to an
22 owner or an independent repair provider under equitable terms for access to
23 or receipt of any part pertaining to agricultural equipment and in a manner
24 that:

25 (a) Is fair to both parties in light of any agreed-upon conditions, the
26 promised quality, and the timeliness of the delivery; or

27 (b) Does not discourage or disincentivize repairs made by an owner of an

1 independent repair provider; and

2 (h) "Firmware" means a software program or set of instructions programmed
3 on equipment or a part to allow the equipment or part to function or
4 communicate with itself or with other computer hardware.

5 (2) An original equipment manufacturer shall provide services for agricultural
6 equipment in the Commonwealth with fair and reasonable terms and costs, and
7 make available to an independent repair provider or owner of the manufacturer's
8 equipment any documentation, parts, embedded software, firmware, tools, or with
9 owner authorization, data that is intended for use of the equipment or part,
10 including updates to documentation, parts, embedded software, firmware, tools,
11 or owner-authorized data.

12 (3) A manufacturer shall make equipment containing an electronic security lock or
13 other security-related function available with fair and reasonable terms and costs
14 to independent repair providers and owners including documentation, parts,
15 embedded software, firmware, tools, or owner-authorized data needed to reset the
16 lock or function when disabled while providing services. The manufacturer shall
17 make the documentation, parts, embedded software, firmware, tools, or owner-
18 authorized data available to independent repair providers and owners through
19 appropriate secure release systems.

20 (4) Nothing in this section authorizes conduct that would require the manufacturer
21 to divulge a trade secret, except that a manufacturer shall not refuse to make
22 available to an authorized repair provider, independent repair provider, or owner
23 any documentation, part, embedded software, firmware, tool, or owner-authorized
24 data necessary to provide services on grounds that the documentation, part,
25 embedded software, firmware, tool, or owner-authorized data itself is a trade
26 secret.

27 (5) A manufacturer may withhold information regarding a component, design,

1 functionality, development of a part, embedded software, firmware, or tool if the
2 information is a trade secret and the usability of the part, embedded software,
3 firmware, or tool providing services is not diminished.

4 (6) Neither an agricultural equipment manufacturer nor an agricultural equipment
5 dealer is liable for faulty or otherwise improper repairs provided by independent
6 repair providers or owners, including faulty or otherwise improper repairs that
7 cause:

8 (a) Damage to agricultural equipment that occurs during such repairs; or

9 (b) An inability to use, or reduced functionality of, a piece of agricultural
10 equipment resulting from the faulty or otherwise improper repair.

11 (7) Nothing in this section shall authorize an independent repair provider to:

12 (a) Make any modifications to agricultural equipment that deactivates a safety
13 notification system, except as necessary to provide services;

14 (b) Access any function of a tool that enables the independent repair provider
15 or owner to change the equipment in any way that brings it out of
16 compliance with federal, state, or local safety or emissions law, except as
17 necessary to provide services; or

18 (c) Evade emissions, copyright, trademark, or patent laws or engage in any
19 other illegal equipment modification activities.

20 (8) On or after January 1, 2025, any contract term, provision, agreement, or
21 language in a contract or agreement that waives, avoids, restricts, or limits the
22 original equipment manufacturer's obligations under this section shall be deemed
23 void and unenforceable.

24 (9) If an agricultural equipment manufacturer enters into, or is covered under, a
25 nationwide memorandum of understanding regarding a right to repair
26 agricultural equipment, the memorandum of understanding governs an owner's
27 right to provide services, or to engage the services of an independent repair

- 1 provider, for that manufacturer's brand of agricultural equipment, except:
- 2 (a) If compliance with the memorandum of understanding denies the owner
- 3 any rights afforded to the owner in this section, including any rights to
- 4 documentation, data, tools, or embedded software necessary for the
- 5 diagnosis, maintenance, or repair of the owner's agricultural equipment in
- 6 accordance with this section, the owner is entitled to the documentation,
- 7 data, tools, or embedded software; and
- 8 (b) An agricultural equipment manufacturer that enters in to a memorandum
- 9 of understanding is still obligated to meet the requirements established in
- 10 this section.
- 11 ➔Section 2. This Act takes effect January 1, 2025.