

HOUSE BILL NO. HB0199

Right to repair farm equipment.

Sponsored by: Representative(s) Hunt, Blackburn, Halverson,
Laursen and Northrup and Senator(s)
Christensen and Meier

A BILL

for

1 AN ACT relating to farm and ranch operations; establishing
2 provisions related to repairing farm equipment; providing
3 definitions; providing a penalty; and providing for an
4 effective date.

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6 *Be It Enacted by the Legislature of the State of Wyoming:*

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8 **Section 1.** W.S. 11-44-105 and 11-44-106 are created
9 to read:

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11 **11-44-105. Right to repair.**

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13 (a) For farm equipment sold or used in this state,
14 the original farm equipment manufacturer shall make
15 available:

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2 (i) Diagnostic and repair documentation,
3 including repair technical updates and updates and
4 corrections to embedded software, to any independent repair
5 provider or owner of farm equipment manufactured by the
6 original farm equipment manufacturer for no charge or in
7 the same manner as the original farm equipment manufacturer
8 makes available the diagnostic and repair documentation to
9 its authorized repair provider;

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11 (ii) Farm equipment parts, including any updates
12 to the farm equipment's embedded software, for purchase by
13 the owner, his agent or any independent repair provider on
14 fair and reasonable terms.

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16 (b) An original farm equipment manufacturer that
17 sells to any independent repair provider or owner any
18 diagnostic, service or repair documentation in a format
19 that is standardized with other original farm equipment
20 manufacturers and on terms and conditions more favorable
21 than those under which the authorized repair provider
22 obtains the same diagnostic, service or repair
23 documentation shall be prohibited from requiring an

1 authorized repair provider to continue purchasing
2 diagnostic, service or repair documentation in a
3 proprietary format, unless the proprietary format includes
4 diagnostic, service or repair documentation or
5 functionality that is not available in a format that is
6 standardized with other original farm equipment
7 manufacturers.

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9 (c) An original farm equipment manufacturer of farm
10 equipment sold or used in this state shall make available
11 for purchase by owners and independent repair providers all
12 diagnostic repair tools incorporating the same diagnostic,
13 repair and remote communication capabilities that the
14 original farm equipment manufacturer makes available to its
15 repair or engineering staff or any authorized repair
16 provider. An original farm equipment manufacturer shall
17 offer such tools for sale to any owner and independent
18 repair provider on fair and reasonable terms. An original
19 farm equipment manufacturer that provides diagnostic repair
20 documentation to aftermarket diagnostic tool manufacturers,
21 diagnostic providers or service information publications
22 and systems shall have fully satisfied its obligations
23 under this section and shall thereafter not be responsible

1 for the content and functionality of the aftermarket
2 diagnostic tools, diagnostics or service information
3 systems.

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5 (d) Farm equipment manufactured by an original farm
6 equipment manufacturer that is sold or used in this state
7 for the purpose of providing security-related functions
8 shall include diagnostic, service or repair documentation
9 necessary to reset a security-related electronic function
10 from information provided to an owner or independent repair
11 provider. If excluded under this section, the documentation
12 necessary to reset an immobilizer system or
13 security-related electronic module shall be obtained by an
14 owner or independent repair provider through the
15 appropriate secure data release systems.

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17 (e) Nothing in this section shall be construed to:

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19 (i) Require the original farm equipment
20 manufacturer to sell farm equipment parts if the parts are
21 no longer available to the original farm equipment
22 manufacturer or its authorized repair provider;

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1 (ii) Require an original farm equipment
2 manufacturer to divulge a trade secret;

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4 (iii) Abrogate, interfere with, contradict or
5 alter the terms of any authorized repair agreement executed
6 and in force between an authorized repair provider and
7 original farm equipment manufacturer, including but not
8 limited to the performance or provision of warranty or
9 recall repair work by an authorized repair provider on
10 behalf of an original farm equipment manufacturer pursuant
11 to the authorized repair agreement, except that any
12 provision in the authorized repair agreement purporting to
13 waive, avoid, restrict or limit an original farm equipment
14 manufacturer's compliance with this section shall be void;

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16 (iv) Require an original farm equipment
17 manufacturer or authorized repair provider to provide an
18 owner or independent repair provider access to
19 nondiagnostic and repair documentation provided to an
20 authorized repair provider by an original farm equipment
21 manufacturer pursuant to the terms of an authorizing
22 agreement.

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1 **11-44-106. Penalty.**

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3 An original farm equipment manufacturer that violates any
4 provision of W.S. 11-44-105 is liable for a civil penalty
5 of not more than five hundred dollars (\$500.00) for each
6 violation. This penalty may be recovered in a civil action
7 against the violator.

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9 **Section 2.** W.S. 11-44-102(a) by creating new
10 paragraphs (iii) through (xii) and by amending and
11 renumbering paragraph (iii) as (xiii) is amended to read:

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13 **11-44-102. Definitions.**

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15 (a) As used in this act:

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17 (iii) "Authorized repair provider" means an
18 individual or entity that has an arrangement for a definite
19 or indefinite period in which an original farm equipment
20 manufacturer grants to a separate individual or entity a
21 license to use a trade name, service mark or related
22 characteristic for purposes of offering repair services
23 under the name of the original farm equipment manufacturer;

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(iv) "Embedded software" means any programmable instructions provided on firmware delivered with the farm equipment, and all relevant patches and fixes made by the original farm equipment manufacturer, for purposes of farm equipment operation. "Embedded software" includes a basic internal operating system, an internal operating system, a machine code, an assembly code, a root code and a microcode and other similar components;

(v) "Fair and reasonable terms" means an equitable price in light of:

(A) The net cost of the authorized repair provider for similar information obtained from an original farm equipment manufacturer, less any discounts, rebates or other incentive programs;

(B) The cost to the original farm equipment manufacturer to prepare and distribute the information, including amortized capital costs for the preparation and distribution of the information, but excluding any research

1 and development costs incurred in designing and
2 implementing, upgrading or altering the product;

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4 (C) The price charged by other original
5 farm equipment manufacturers for similar information;

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7 (D) The price charged by original farm
8 equipment manufacturers for similar information before the
9 launch of original farm equipment manufacturer websites;

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11 (E) The ability of aftermarket technicians
12 or shops to afford the information;

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14 (F) The means by which the information is
15 distributed;

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17 (G) The extent to which the information is
18 used, including the number of users, frequency, duration
19 and volume of use;

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21 (H) Inflation; and

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23 (J) Any other relevant factors.

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(vi) "Farm equipment" means equipment that is used or intended for use in a farm or ranch operation, including any combine, tractor, implement, engine, motor or attachment, but excluding a motor vehicle;

(vii) "Firmware" means a software program or set of instructions programmed on a hardware device to allow the device to communicate with other computer hardware;

(viii) "Independent repair provider" means a person or business operating in this state which is not affiliated with an original farm equipment manufacturer or its authorized repair provider and which is engaged in the diagnosis, service, maintenance or repair of farm equipment. "Independent repair provider" includes an original farm equipment manufacturer when it engages in the diagnosis, service, maintenance or repair of farm equipment that is not affiliated with the original farm equipment manufacturer;

(ix) "Motor vehicle" means any vehicle that is designed for transporting persons or property on a street

1 or highway and is certified by the motor vehicle
2 manufacturer under all applicable federal safety and
3 emissions standards and requirements for distribution and
4 sale in the United States;

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6 (x) "Original farm equipment manufacturer" means
7 any person or business engaged in the business of selling
8 or leasing new farm equipment to another person or business
9 and engaged in the diagnosis, service maintenance or repair
10 of farm equipment;

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12 (xi) "Part" means any replacement part, either
13 new or used, made available by the original farm equipment
14 manufacturer to the authorized repair provider for purposes
15 of effecting repair;

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17 (xii) "Trade secret" means as defined in 18
18 U.S.C. § 1839(3);

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20 ~~(iii)~~ (xiii) "This act" means W.S. 11-44-101
21 through ~~11-44-104~~ 11-44-106.

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1 **Section 3.** This act is effective July 1, 2017.

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(END)