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**INNOVATION, DEVELOPMENT, ECONOMIC ADVANCEMENT AND BUSINESS**

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**STATE OF MAINE  
SENATE  
131ST LEGISLATURE  
SECOND REGULAR SESSION**

COMMITTEE AMENDMENT “ ” to S.P. 608, L.D. 1487, “An Act to Ensure That Residents of the State Have the Right to Repair Their Own Electronic Devices”

Amend the bill by striking out everything after the enacting clause and inserting the following:

**Sec. 1. 10 MRSA c. 234** is enacted to read:

**CHAPTER 234**

**RIGHT TO REPAIR ELECTRONIC EQUIPMENT**

**§1500-O. Right to repair**

**1. Definitions.** As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

- A. "Authorized repair provider" means:
  - (1) An original equipment manufacturer that offers the services of diagnosis, maintenance or repair of its own digital electronic equipment and that does not have an arrangement described in subparagraph (2) with an unaffiliated person; or
  - (2) A person that is unaffiliated with an original equipment manufacturer and that has an arrangement with the original equipment manufacturer under which the original equipment manufacturer grants to the person a license to use a trade name, service mark or related characteristics for the purposes of offering the services of diagnosis, maintenance or repair of digital electronic equipment under the name of or on behalf of the original equipment manufacturer.
- B. "Diagnosis" means the process of identifying the issue or issues causing digital electronic equipment to not be in full working order.

**COMMITTEE AMENDMENT**

1           C. "Digital electronic equipment" or "equipment" means a hardware product sold at  
2 retail for personal, household, family or home office use that has a wholesale price to  
3 a retailer, or to others outside of direct retail sale, of not less than \$50 and that depends  
4 in whole or in part on digital electronics embedded in or attached to the product for the  
5 product to function.

6           "Digital electronic equipment" does not include:

7           (1) Any hardware product sold under a business-to-government or business-to-  
8 business contract that is not typically offered for sale directly by a retailer;

9           (2) Information technology equipment that is intended for use in critical  
10 infrastructure as defined in 42 United States Code, Section 5195c(e);

11           (3) Any product offered or sold by a motor vehicle manufacturer, manufacturer of  
12 motor vehicle equipment or motor vehicle dealer acting in such capacity;

13           (4) A medical device or a digital electronic product found in a medical setting  
14 including diagnostic, monitoring or control equipment or any product or service  
15 offered through such a device or product;

16           (5) Off-road or nonroad equipment offered or sold by a manufacturer, distributor,  
17 importer or dealer of such equipment, including, but not limited to, farm and utility  
18 tractors; farm implements; farm machinery; forestry equipment; industrial  
19 equipment; utility equipment; construction equipment; compact construction  
20 equipment; mining equipment; turf, yard and garden equipment; outdoor power  
21 equipment, including portable generators; aviation, marine, all-terrain sports and  
22 recreational vehicles, including racing vehicles; stand-alone or integrated  
23 stationary or mobile internal combustion engines; other power sources, including,  
24 but not limited to, generator sets, electric or battery and fuel cell power; power  
25 tools; and any tools, technology, attachments, accessories, components or repair  
26 parts for any such equipment;

27           (6) Commercial and industrial electrical equipment, including power distribution  
28 equipment such as telecommunications network infrastructure; commercial visual  
29 display equipment; medium-voltage or low-voltage switchgear and transformers;  
30 power control equipment such as medium-voltage or low-voltage motor control  
31 and drives; power quality equipment such as uninterruptible power supplies;  
32 remote power panels; power distribution units and static or transfer switches; and  
33 any tools, technology, attachments, accessories, components or repair parts for any  
34 such equipment;

35           (7) Safety communications equipment intended to be used for emergency response  
36 or prevention purposes by a law enforcement, fire or medical and emergency  
37 rescue services agency or other emergency service organization;

38           (8) Home security devices or alarm systems, including any related software or  
39 components, that have a digital electronic product embedded within them; or

40           (9) A video game console, including, but not limited to, a video game console  
41 machine, a handheld video game console device or other similar device or system,  
42 including any associated components or peripherals.

1 D. "Documentation" means, with respect to digital electronic equipment, a manual,  
2 diagram, reporting output, service code description or similar kind of information  
3 required for effecting the services of diagnosis, maintenance or repair of equipment  
4 manufactured or sold by an original equipment manufacturer to facilitate the diagnosis,  
5 maintenance or repair of the equipment.

6 E. "Fair and reasonable terms" means, with respect to documentation, parts and tools  
7 required for the diagnosis, maintenance and repair of digital electronic equipment, that  
8 such documentation, parts and tools are made available by the original equipment  
9 manufacturer at commercially reasonable costs and on commercially reasonable terms  
10 that are at least as favorable as the most favorable costs and terms under which the  
11 manufacturer offers the documentation, parts and tools to an authorized repair provider,  
12 accounting for any discount, rebate or financial incentive offered to the authorized  
13 repair provider by the manufacturer, and that:

14 (1) With respect to documentation required for repair, such documentation is made  
15 available by the original equipment manufacturer:

16 (a) On terms that do not require the recipient of the documentation to be or to  
17 become an authorized repair provider; and

18 (b) At no charge, except that, when the documentation is requested in physical  
19 printed form, the manufacturer may require payment for the reasonable actual  
20 costs of preparing and sending the printed documentation;

21 (2) With respect to tools required for repair, such tools are made available by the  
22 original equipment manufacturer:

23 (a) On terms that do not require the recipient of the tool to be or to become an  
24 authorized repair provider;

25 (b) Without any impediments to use; and

26 (c) At no charge for use or operation of the tool, except that when the tool is  
27 requested in physical form, the manufacturer may require payment for the  
28 reasonable, actual costs of procuring, preparing and sending the tool; and

29 (3) With respect to parts required for repair, such parts are made available by the  
30 original equipment manufacturer either directly or through an authorized  
31 distributor or authorized repair provider on terms that do not require the recipient  
32 of the part to be or to become an authorized repair provider.

33 F. "Independent repair provider" means an individual or business operating in the State  
34 that is not an authorized repair provider and that is not affiliated with an authorized  
35 repair provider and that is engaged in diagnosing, maintaining and repairing digital  
36 electronic equipment.

37 G. "Maintenance" means, with respect to digital electronic equipment, any action  
38 necessary to keep currently working digital electronic equipment in full working order.

39 H. "Medical device" means an instrument, apparatus, implement, machine,  
40 contrivance, implant or other similar or related article, including a component, part or  
41 accessory, as described in the Federal Food, Drug, and Cosmetic Act, 21 United States  
42 Code, Section 321(h) that is intended for use in the diagnosis of disease or other

1 conditions or in the cure, mitigation, treatment or prevention of disease in humans or  
2 other animals.

3 I. "Modification" or "modify" means, with respect to digital electronic equipment, any  
4 alteration to the equipment that is not maintenance and not repair.

5 J. "Motor vehicle" has the same meaning as in section 1171, subsection 11 and includes  
6 any component or part of the motor vehicle.

7 K. "Motor vehicle dealer" means an individual or business engaged in the selling or  
8 leasing of motor vehicles pursuant to a franchise agreement that has obtained a license  
9 under applicable vehicle and traffic laws and that, pursuant to the franchise agreement,  
10 is engaged in diagnosing, maintaining and repairing motor vehicles and motor vehicle  
11 engines.

12 L. "Motor vehicle manufacturer" means a business engaged in the manufacturing or  
13 assembling of motor vehicles.

14 M. "Original equipment manufacturer" or "manufacturer" means a business engaged  
15 in the selling or leasing of or in otherwise supplying new digital electronic equipment  
16 manufactured by or on behalf of the business.

17 N. "Owner" means an individual or business that owns digital electronic equipment  
18 purchased or used in the State.

19 O. "Part" means, with respect to digital electronic equipment, any replacement part or  
20 assembly of parts, either new or used, or their equivalents, for maintaining or repairing  
21 digital electronic equipment manufactured or sold by the manufacturer. "Part" does  
22 not include printed circuit board assemblies that may allow device cloning in violation  
23 of 18 United States Code, Section 1029 or other applicable law.

24 P. "Repair" means, with respect to digital electronic equipment, any action necessary  
25 to restore the equipment to full working order. "Repair" does not include post-sale  
26 modifications that alter the originally intended functioning of the digital electronic  
27 equipment.

28 Q. "Tool" means, with respect to digital electronic equipment, a software program,  
29 hardware implement or other apparatus, or its equivalent, used for diagnosing,  
30 maintaining or repairing digital electronic equipment manufactured or sold by the  
31 manufacturer, including software or other mechanisms that provide, program or pair a  
32 new part, calibrate functionality or perform any other function required to repair the  
33 original part.

34 R. "Trade secret" means anything tangible or intangible or electronically stored or kept  
35 that constitutes, represents, evidences or records intellectual property, including secret  
36 or confidentially held designs, processes, procedures, formulas, inventions or  
37 improvements or secret or confidentially held scientific, technical, merchandising,  
38 production, financial, business or management information, or other intellectual  
39 property that falls within the meaning of a trade secret under 18 United States Code,  
40 Section 1839.

41 **2. Original equipment manufacturers; requirement.** Beginning August 1, 2025  
42 and except as otherwise provided in this section, an original equipment manufacturer of  
43 digital electronic equipment sold or in use in the State on or after August 1, 2025 shall

1 make available on fair and reasonable terms to any independent repair provider or owner  
2 of the equipment any documentation, parts or tools, or their equivalents, required for the  
3 diagnosis, maintenance or repair of the equipment.

4 An original equipment manufacturer may elect to alternatively comply with the  
5 requirements of this section by providing to the original purchaser of digital electronic  
6 equipment subject to the requirements of this section a reimbursement or the equivalent or  
7 better and readily available replacement digital electronic equipment at a price that is no  
8 more than the total cost of the sum of the parts of the equipment.

9 **3. Additional limitations and exclusions.** Notwithstanding any provision of this  
10 section to the contrary:

11 A. An original equipment manufacturer is not required by this section to:

12 (1) Provide or make available documentation, parts or tools to an independent  
13 repair provider or owner if:

14 (a) The part or tool is no longer available to the original equipment  
15 manufacturer; or

16 (b) The documentation or tool is used by the original equipment manufacturer  
17 only to perform no-cost diagnostic services virtually through telephone,  
18 Internet, chat function, e-mail or similar means that do not involve the  
19 manufacturer's physically handling the owner's equipment, unless the  
20 manufacturer also makes that documentation or tool available to persons  
21 unaffiliated with the manufacturer;

22 (2) Divulge any trade secret;

23 (3) License any intellectual property, including copyrights or patents, to any  
24 independent repair provider or owner;

25 (4) Make available to an independent repair provider or owner documentation,  
26 parts or tools that would disable, reset or override electronic security locks or other  
27 security-related measures or functions or disable or override antitheft security  
28 measures set by the owner of the equipment without the owner's authorization.  
29 Nothing in this subparagraph may be construed to relieve the original equipment  
30 manufacturer's obligation to make available to an independent repair provider or  
31 owner such documentation, parts or tools if the owner provides authorization;

32 (5) Provide documentation, parts or tools for any digital electronic equipment  
33 where reconditioning or repair of the equipment is prohibited by law, regulation or  
34 building or electrical code;

35 (6) Provide documentation or tools used exclusively by the original equipment  
36 manufacturer for diagnosis, maintenance or repairs completed by machines that  
37 operate on several digital electronic equipment products simultaneously or  
38 otherwise for purposes of large-scale efficiency as long as the manufacturer makes  
39 available to independent repair providers and owners sufficient alternative  
40 documentation and tools to diagnose, maintain or repair the equipment; or

41 (7) Warrant any repairs provided by independent repair providers or owners;

1 B. An original equipment manufacturer and an authorized repair provider are not  
2 required by this section to:

3 (1) Provide an independent repair provider or owner any information, other than  
4 documentation, that is provided by the original equipment manufacturer to an  
5 authorized repair provider;

6 (2) Make available any documentation, parts or tools for the purposes of modifying  
7 or making modifications to any digital electronic equipment; or

8 (3) Make available any documentation, parts or tools in a manner that is  
9 inconsistent with or in violation of applicable federal or state law;

10 C. In complying with the requirements of this section, an original equipment  
11 manufacturer may:

12 (1) Make available documentation, parts or tools to an independent repair provider  
13 or owner directly or through an authorized repair provider or an authorized 3rd-  
14 party provider.

15 (a) Nothing in this section may be construed to require an authorized repair  
16 provider or authorized 3rd-party provider to provide such documentation, parts  
17 or tools to an independent repair provider or owner or to relieve an original  
18 equipment manufacturer of its obligations to make available documentation,  
19 parts or tools to an independent repair provider or owner.

20 (b) An authorized repair provider may make documentation, parts or tools  
21 available to an independent repair provider or owner as long as the authorized  
22 repair provider is contractually permitted by the original equipment  
23 manufacturer to provide and is not otherwise prohibited from providing the  
24 documentation, parts or tools; and

25 (2) Restrict access to certain secure parts of a device by an independent repair  
26 provider or owner as long as the access restriction does not prevent the independent  
27 repair provider or owner from completing repairs that can otherwise be completed  
28 by an authorized repair provider; and

29 D. An original equipment manufacturer is not liable under this section for improper  
30 use of personal data or any data privacy or security breach in connection with repair,  
31 diagnosis, maintenance or modification of digital electronic equipment by an  
32 independent repair provider or owner.

33 Nothing in this section may be construed to abrogate, interfere with, contradict or alter the  
34 terms of any agreement between an original equipment manufacturer and an authorized  
35 repair provider, including, but not limited to, the performance or provision of warranty or  
36 recall repair work by an authorized repair provider on behalf of an original equipment  
37 manufacturer pursuant to such an authorized repair agreement, except that any provision in  
38 such an authorized repair agreement that purports to waive, avoid, restrict or limit an  
39 original equipment manufacturer's compliance with this section is void and unenforceable.

40 **4. Written notice required.** Before repairing digital electronic equipment subject to  
41 the requirements of this section, an independent repair provider shall provide to a customer  
42 a written notice that contains the following information:

1 A. That the independent repair provider is not an authorized repair provider for the  
2 digital electronic equipment;

3 B. That the consumer should review the terms and conditions of any warranty for the  
4 digital electronic equipment as repairs not performed by an authorized repair provider  
5 may affect the warranty;

6 C. That warranties for consumer products are governed by the federal Magnuson-Moss  
7 Warranty - Federal Trade Commission Improvement Act, 15 United States Code,  
8 Chapter 50, which:

9 (1) Gives consumers rights and protections that supersede conflicting provisions  
10 in the warranty for the consumer product;

11 (2) Provides that a warranty for the consumer product may not require  
12 maintenance and repairs to be performed only by an authorized repair provider;  
13 and

14 (3) Provides that, if damage to the consumer product is shown to be caused by  
15 equipment not offered or sold by the original equipment manufacturer or by faulty  
16 repair performed by a repair provider that is not an authorized repair provider, that  
17 damage may not be covered by the warranty but the warranty may otherwise  
18 remain in effect; and

19 D. Whether the independent repair provider, in repairing digital electronic equipment,  
20 uses any used replacement parts or replacement parts provided by a supplier other than  
21 the original equipment manufacturer of the digital electronic equipment.

22 **5. Violations.** A violation of this section is a violation of the Maine Unfair Trade  
23 Practices Act.'

24 Amend the bill by relettering or renumbering any nonconsecutive Part letter or section  
25 number to read consecutively.

26 **SUMMARY**

27 This amendment, which is the majority report of the committee, replaces the bill. The  
28 amendment establishes a requirement that, beginning August 1, 2025, an original  
29 equipment manufacturer of digital electronic equipment sold or in use in the State on or  
30 after August 1, 2025 must make available on fair and reasonable terms to any independent  
31 repair provider or owner of the equipment documentation, parts or tools required for the  
32 diagnosis, maintenance or repair of the equipment.

33 **FISCAL NOTE REQUIRED**

34 **(See attached)**