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Date: (Filing No. S- )

**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 the title and substituting the following:

**'An Act to Ensure That Residents of the State Have the Right to Repair Their Own Personal 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 personal 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

**COMMITTEE AMENDMENT**

1 diagnosis, maintenance or repair of personal digital electronic equipment under the  
2 name of or on behalf of the original equipment manufacturer.

3 B. "Diagnosis" means the process of identifying the issue or issues causing personal  
4 digital electronic equipment to not be in full working order.

5 C. "Documentation" means, with respect to personal digital electronic equipment, a  
6 manual, diagram, reporting output, service code description or similar kind of  
7 information required for effecting the services of diagnosis, maintenance or repair of  
8 equipment manufactured or sold by an original equipment manufacturer to facilitate  
9 the diagnosis, maintenance or repair of the equipment.

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

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

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

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

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

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

29 (b) Without any impediments to use; and

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

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

37 E. "Independent repair provider" means an individual or business operating in the State  
38 that is not an authorized repair provider and that is not affiliated with an authorized  
39 repair provider and that is engaged in diagnosing, maintaining and repairing personal  
40 digital electronic equipment.

- 1           F. "Maintenance" means, with respect to personal digital electronic equipment, any  
2           action necessary to keep currently working personal digital electronic equipment in full  
3           working order.
- 4           G. "Modification" or "modify" means, with respect to personal digital electronic  
5           equipment, any alteration to the equipment that is not maintenance and not repair.
- 6           H. "Original equipment manufacturer" or "manufacturer" means a business engaged in  
7           the selling or leasing of or in otherwise supplying new personal digital electronic  
8           equipment manufactured by or on behalf of the business.
- 9           I. "Owner" means an individual or business that owns or leases personal digital  
10           electronic equipment purchased or used in the State.
- 11           J. "Part" means, with respect to personal digital electronic equipment, any replacement  
12           part or assembly of parts, either new or used, or their equivalents, for maintaining or  
13           repairing personal digital electronic equipment manufactured or sold by the  
14           manufacturer. "Part" does not include printed circuit board assemblies that may allow  
15           device cloning in violation of 18 United States Code, Section 1029 or other applicable  
16           law.
- 17           K. "Personal digital electronic equipment" or "equipment" means a hardware product  
18           that:
- 19                   (1) Is a computer, cellular telephone or tablet;  
20                   (2) Is sold at retail for personal, household, family or home office use;  
21                   (3) Has a wholesale price to a retailer, or to others outside of direct retail sale, of  
22                   not less than \$50; and  
23                   (4) Depends in whole or in part on digital electronics embedded in or attached to  
24                   the product for the product to function.
- 25           L. "Repair" means, with respect to personal digital electronic equipment, any action  
26           necessary to restore the equipment to full working order. "Repair" does not include  
27           post-sale modifications that alter the originally intended functioning of the personal  
28           digital electronic equipment.
- 29           M. "Tool" means, with respect to personal digital electronic equipment, a software  
30           program, hardware implement or other apparatus, or its equivalent, used for  
31           diagnosing, maintaining or repairing personal digital electronic equipment  
32           manufactured or sold by the manufacturer, including software or other mechanisms  
33           that provide, program or pair a new part, calibrate functionality or perform any other  
34           function required to repair the original part.
- 35           N. "Trade secret" means anything tangible or intangible or electronically stored or kept  
36           that constitutes, represents, evidences or records intellectual property, including secret  
37           or confidentially held designs, processes, procedures, formulas, inventions or  
38           improvements or secret or confidentially held scientific, technical, merchandising,  
39           production, financial, business or management information, or other intellectual  
40           property that falls within the meaning of a trade secret under 18 United States Code,  
41           Section 1839.

1           **2. Original equipment manufacturers; requirement.** Beginning August 1, 2025  
2 and except as otherwise provided in this section, an original equipment manufacturer of  
3 personal digital electronic equipment sold or in use in the State on or after August 1, 2025  
4 shall make available on fair and reasonable terms to any independent repair provider or  
5 owner of the equipment any documentation, parts or tools, or their equivalents, required  
6 for the diagnosis, maintenance or repair of the equipment.

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

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

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

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

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

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

25                   (2) Divulge any trade secret;

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

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

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

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

- 1           (7) Warrant any repairs provided by independent repair providers or owners;  
2           B. An original equipment manufacturer and an authorized repair provider are not  
3           required by this section to:  
4           (1) Provide an independent repair provider or owner any information, other than  
5           documentation, that is provided by the original equipment manufacturer to an  
6           authorized repair provider;  
7           (2) Make available any documentation, parts or tools for the purposes of modifying  
8           or making modifications to any personal digital electronic equipment; or  
9           (3) Make available any documentation, parts or tools in a manner that is  
10           inconsistent with or in violation of applicable federal or state law;  
11           C. In complying with the requirements of this section, an original equipment  
12           manufacturer may:  
13           (1) Make available documentation, parts or tools to an independent repair provider  
14           or owner directly or through an authorized repair provider or an authorized 3rd-  
15           party provider.  
16                   (a) Nothing in this section may be construed to require an authorized repair  
17                   provider or authorized 3rd-party provider to provide such documentation, parts  
18                   or tools to an independent repair provider or owner or to relieve an original  
19                   equipment manufacturer of its obligations to make available documentation,  
20                   parts or tools to an independent repair provider or owner.  
21                   (b) An authorized repair provider may make documentation, parts or tools  
22                   available to an independent repair provider or owner as long as the authorized  
23                   repair provider is contractually permitted by the original equipment  
24                   manufacturer to provide and is not otherwise prohibited from providing the  
25                   documentation, parts or tools; and  
26           (2) Restrict access to certain secure parts of a device by an independent repair  
27           provider or owner as long as the access restriction does not prevent the independent  
28           repair provider or owner from completing repairs that can otherwise be completed  
29           by an authorized repair provider; and  
30           D. An original equipment manufacturer is not liable under this section for improper  
31           use of personal data or any data privacy or security breach in connection with repair,  
32           diagnosis, maintenance or modification of personal digital electronic equipment by an  
33           independent repair provider or owner.  
34           Nothing in this section may be construed to abrogate, interfere with, contradict or alter the  
35           terms of any agreement between an original equipment manufacturer and an authorized  
36           repair provider, including, but not limited to, the performance or provision of warranty or  
37           recall repair work by an authorized repair provider on behalf of an original equipment  
38           manufacturer pursuant to such an authorized repair agreement, except that any provision in  
39           such an authorized repair agreement that purports to waive, avoid, restrict or limit an  
40           original equipment manufacturer's compliance with this section is void and unenforceable.  
41           **4. Written notice required.** Before repairing personal digital electronic equipment  
42           subject to the requirements of this section, an independent repair provider shall provide to  
43           a customer a written notice that contains the following information:

