

# MAINE STATE LEGISLATURE

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MAJORITY

INNOVATION, DEVELOPMENT, ECONOMIC ADVANCEMENT AND  
BUSINESS

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STATE OF MAINE

SENATE

131ST LEGISLATURE

SECOND REGULAR SESSION

COMMITTEE AMENDMENT "A" 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.

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- 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.

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- 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)





# 131st MAINE LEGISLATURE

LD 1487

LR 2305(02)

**An Act to Ensure That Residents of the State Have the Right to Repair Their Own Electronic Devices**

**Fiscal Note for Bill as Amended by Committee Amendment "A" (S615)**  
**Committee: Innovation, Development, Economic Advancement and Business**  
**Fiscal Note Required: Yes**

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## Fiscal Note

Minor cost increase - General Fund  
Minor revenue increase - General Fund

### Correctional and Judicial Impact Statements

This bill may increase the number of civil suits filed in the court system. The additional workload associated with the minimal number of new cases filed in the court system does not require additional funding at this time. The collection of additional filing fees will increase General Fund revenue by minor amounts.