

**First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO**

INTRODUCED

LLS NO. 23-0218.01 Jennifer Berman x3286

HOUSE BILL 23-1011

HOUSE SPONSORSHIP

Titone and Weinberg,

SENATE SPONSORSHIP

Hinrichsen,

House Committees

Agriculture, Water & Natural Resources

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING A REQUIREMENT THAT AN AGRICULTURAL EQUIPMENT**
102 **MANUFACTURER FACILITATE THE REPAIR OF ITS EQUIPMENT BY**
103 **PROVIDING CERTAIN OTHER PERSONS WITH THE RESOURCES**
104 **NEEDED TO REPAIR THE MANUFACTURER'S AGRICULTURAL**
105 **EQUIPMENT.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

Usually, an owner of agricultural equipment must seek diagnostic, maintenance, or repair services of the equipment from the agricultural

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

equipment manufacturer (manufacturer).

Starting January 1, 2024, the bill requires a manufacturer to provide parts, embedded software, firmware, tools, or documentation, such as diagnostic, maintenance, or repair manuals, diagrams, or similar information (resources), to independent repair providers and owners of the manufacturer's agricultural equipment to allow an independent repair provider or owner to conduct diagnostic, maintenance, or repair services on the owner's agricultural equipment.

The bill folds agricultural equipment into the existing consumer right-to-repair statutes, which statutes provide the following:

- A manufacturer's failure to comply with the requirement to provide resources is a deceptive trade practice;
- In complying with the requirement to provide resources, a manufacturer need not divulge any trade secrets to independent repair providers and owners; and
- Any new contractual provision or other arrangement that a manufacturer enters into that would remove or limit the manufacturer's obligation to provide resources to independent repair providers and owners is void and unenforceable.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, **amend** 6-1-1501 as
3 follows:

4 **6-1-1501. Short title.** The short title of this part 15 is the
5 "Consumer ~~Wheelchair~~ Repair Bill of Rights Act".

6 **SECTION 2.** In Colorado Revised Statutes, 6-1-1502, **amend** (1),
7 (2), (4), and (5)(a); and **add** (1.5) and (5)(d) as follows:

8 **6-1-1502. Definitions.** As used in this part 15, unless the context
9 otherwise requires:

10 (1) (a) ~~"Authorized repair provider" means a person that is~~
11 ~~unaffiliated with a manufacturer other than through an arrangement with~~
12 ~~the manufacturer, whether for a definite or an indefinite period, in which~~
13 ~~the manufacturer, for the purpose of offering to provide services to an~~
14 ~~equipment owner regarding the owner's equipment or a part, grants the~~

1 person:

2 ~~(I) A license to use a trade name, service mark, or other~~
3 ~~proprietary identifier; or~~

4 ~~(II) Authorization under any other arrangement to act on behalf of~~
5 ~~the manufacturer.~~

6 ~~(b) "Authorized repair provider" includes a manufacturer that~~
7 ~~offers to provide services to an owner of the manufacturer's equipment~~
8 ~~regarding the owner's equipment or a part if the manufacturer does not~~
9 ~~have an arrangement with an unaffiliated person, as described in~~
10 ~~subsection (1)(a) of this section~~ "AGRICULTURAL EQUIPMENT" MEANS
11 EQUIPMENT THAT IS PRIMARILY DESIGNED FOR USE IN A FARM OR RANCH
12 OPERATION.

13 (b) "AGRICULTURAL EQUIPMENT" INCLUDES:

14 (I) A TRACTOR, TRAILER, COMBINE, SPRAYER, TILLAGE
15 IMPLEMENT, BALER, AND OTHER EQUIPMENT USED TO PLANT, CULTIVATE,
16 IRRIGATE, OR HARVEST AGRICULTURAL PRODUCTS OR TO RANCH; AND

17 (II) ATTACHMENTS TO AND REPAIR PARTS FOR EQUIPMENT
18 DESCRIBED IN SUBSECTION (1)(b)(I) OF THIS SECTION.

19 (c) "AGRICULTURAL EQUIPMENT" DOES NOT INCLUDE A
20 SELF-PROPELLED VEHICLE DESIGNED PRIMARILY FOR THE
21 TRANSPORTATION OF INDIVIDUALS OR PROPERTY ON A STREET OR
22 HIGHWAY.

23 (1.5) (a) "AUTHORIZED REPAIR PROVIDER" MEANS A PERSON THAT
24 IS UNAFFILIATED WITH A MANUFACTURER OTHER THAN THROUGH AN
25 ARRANGEMENT WITH THE MANUFACTURER, WHETHER FOR A DEFINITE OR
26 AN INDEFINITE PERIOD, IN WHICH THE MANUFACTURER, FOR THE PURPOSE
27 OF OFFERING TO PROVIDE SERVICES TO AN EQUIPMENT OWNER REGARDING

1 THE OWNER'S EQUIPMENT OR A PART, GRANTS THE PERSON:

2 (I) A LICENSE TO USE A TRADE NAME, SERVICE MARK, OR OTHER
3 PROPRIETARY IDENTIFIER; OR

4 (II) AUTHORIZATION UNDER ANY OTHER ARRANGEMENT TO ACT
5 ON BEHALF OF THE MANUFACTURER.

6 (b) "AUTHORIZED REPAIR PROVIDER" INCLUDES A MANUFACTURER
7 THAT OFFERS TO PROVIDE SERVICES TO AN OWNER OF THE
8 MANUFACTURER'S EQUIPMENT REGARDING THE OWNER'S EQUIPMENT OR
9 A PART IF THE MANUFACTURER DOES NOT HAVE AN ARRANGEMENT WITH
10 AN UNAFFILIATED PERSON, AS DESCRIBED IN SUBSECTION (1.5)(a) OF THIS
11 SECTION.

12 (2) "Documentation" means a manual; diagram, including a
13 schematic diagram; reporting output; service code description; SECURITY
14 CODE OR PASSWORD; or similar type of GUIDANCE OR information,
15 whether in an electronic or tangible format, that a manufacturer provides
16 to an authorized repair provider ~~for purposes of assisting~~ TO ASSIST the
17 authorized repair provider with services performed on the manufacturer's
18 equipment or a part.

19 (4) "Equipment" means:

20 (a) A powered wheelchair; OR

21 (b) AGRICULTURAL EQUIPMENT.

22 (5) (a) (I) "Fair and reasonable terms and costs", with respect to
23 obtaining documentation, parts, embedded software, firmware, or tools
24 from a manufacturer to provide services, means terms that are equivalent
25 to the most favorable terms that the manufacturer offers to an authorized
26 repair provider and costs that are no greater than the ~~manufacturer's~~
27 suggested retail price THAT THE MANUFACTURER OR A DEALER SELLING ON

1 BEHALF OF THE MANUFACTURER INDICATES.

2 (II) (A) EXCEPT AS PROVIDED IN SUBSECTION (5)(a)(II)(B) OF THIS
3 SECTION, costs considered under subsection (5)(a)(I) of this section ~~must~~
4 ~~be~~ ARE calculated using net costs incurred, accounting for any discounts,
5 rebates, or incentives offered.

6 (B) WITH RESPECT TO PARTS FOR AGRICULTURAL EQUIPMENT,
7 COSTS CONSIDERED UNDER SUBSECTION (5)(a)(I) OF THIS SECTION ARE
8 COSTS THAT ARE FAIR TO BOTH PARTIES IN LIGHT OF ANY AGREED-UPON
9 CONDITIONS, THE PROMISED QUALITY, AND THE TIMELINESS OF THE
10 DELIVERY.

11 (d) TERMS CONSIDERED UNDER SUBSECTION (5)(a)(I) OF THIS
12 SECTION ARE FAIR IF THE TERMS DO NOT IMPOSE ON AN OWNER OR
13 INDEPENDENT REPAIR PROVIDER ANY:

14 (I) SUBSTANTIAL OBLIGATION TO USE, OR ANY RESTRICTION ON
15 THE USE OF, A PART, EMBEDDED SOFTWARE, FIRMWARE, OR TOOL,
16 INCLUDING A CONDITION THAT THE OWNER OR INDEPENDENT REPAIR
17 PROVIDER BECOME AN AUTHORIZED REPAIR PROVIDER OF THE
18 MANUFACTURER; OR

19 (II) REQUIREMENT THAT A PART, EMBEDDED SOFTWARE,
20 FIRMWARE, OR TOOL BE REGISTERED OR PAIRED WITH OR APPROVED BY
21 THE MANUFACTURER OR AN AUTHORIZED REPAIR PROVIDER BEFORE THE
22 PART, EMBEDDED SOFTWARE, FIRMWARE, OR TOOL IS OPERATIONAL.

23 **SECTION 3.** In Colorado Revised Statutes, 6-1-1503, **amend**
24 (3)(a) and (3)(c) as follows:

25 **6-1-1503. Equipment manufacturer obligations regarding**
26 **services - exemptions.** (3) An original equipment manufacturer is not
27 liable for faulty or otherwise improper repairs provided by independent

1 repair providers or owners, including faulty or otherwise improper repairs
2 that cause:

3 (a) Damage to powered wheelchairs OR AGRICULTURAL
4 EQUIPMENT that ~~occur~~ OCCURS during such repairs;

5 (c) An inability to use, or a reduced functionality of, a powered
6 wheelchair OR PIECE OF AGRICULTURAL EQUIPMENT resulting from the
7 faulty or otherwise improper repair.

8 **SECTION 4. Act subject to petition - effective date.** This act
9 takes effect January 1, 2024; except that, if a referendum petition is filed
10 pursuant to section 1 (3) of article V of the state constitution against this
11 act or an item, section, or part of this act within the ninety-day period
12 after final adjournment of the general assembly, then the act, item,
13 section, or part will not take effect unless approved by the people at the
14 general election to be held in November 2024 and, in such case, will take
15 effect on the date of the official declaration of the vote thereon by the
16 governor.