

HOUSE BILL NO. HB0091

Right to repair farm equipment.

Sponsored by: Representative(s) Hunt, Halverson, Miller, Steinmetz and Walters and Senator(s) Driskill and Moniz

A BILL

for

1 AN ACT relating to farm and ranch operations; establishing  
2 provisions related to repairing farm equipment; requiring  
3 original farm manufacturers to make parts, documents and  
4 information available as specified; imposing other duties  
5 and prohibitions related to repairing farm equipment;  
6 providing definitions; providing a penalty; and providing  
7 for an effective date.

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

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11 **Section 1.** W.S. 11-44-105 is created to read:

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13 **11-44-105. Right to repair farm equipment; penalty.**

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1           (a) For farm equipment sold or used in this state, an  
2 original farm equipment manufacturer shall make available:

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

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14           (ii) Farm equipment parts for purchase by the  
15 owner, his agent or an independent repair provider on fair  
16 and reasonable terms;

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18           (iii) For purchase by an owner or independent  
19 repair provider all diagnostic and repair tools  
20 incorporating the same diagnostic, repair and remote  
21 communication capabilities that the original farm equipment  
22 manufacturer makes available to its repair or engineering  
23 staff or an authorized repair provider. An original farm

1 equipment manufacturer shall offer the tools for sale to an  
2 owner or independent repair provider on fair and reasonable  
3 terms. An original farm equipment manufacturer that  
4 provides diagnostic or repair documentation to aftermarket  
5 diagnostic tool manufacturers, diagnostic providers or  
6 service information publications and systems shall be  
7 deemed to have satisfied its obligations under this  
8 subsection and shall thereafter not be responsible for the  
9 content and functionality of the aftermarket diagnostic  
10 tools, diagnostics or service information systems.

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

1 functionality that is not available in a format that is  
2 standardized with other original farm equipment  
3 manufacturers.

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5 (c) Except as otherwise provided in this subsection,  
6 an original farm equipment manufacturer that sells farm  
7 equipment in this state with security related functions  
8 shall include in the transaction diagnostic, service and  
9 repair documentation necessary to reset a security related  
10 electronic function using information provided to an owner  
11 or independent repair provider. If necessary for security  
12 purposes, an original farm equipment manufacturer may  
13 exclude such documentation from the transaction, provided  
14 that the original farm equipment manufacturer shall make  
15 the documentation available to an owner or independent  
16 repair provider through the appropriate secure data release  
17 systems.

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19 (d) Nothing in this section shall be construed to:

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21 (i) Require an original farm equipment  
22 manufacturer to sell farm equipment parts if the parts are

1 no longer available to the original farm equipment  
2 manufacturer or an authorized repair provider;

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4 (ii) Require an original farm equipment  
5 manufacturer to divulge a trade secret;

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7 (iii) Abrogate, interfere with, contradict or  
8 alter the terms of an authorized repair agreement executed  
9 and in force between an authorized repair provider and an  
10 original farm equipment manufacturer, including terms  
11 related to the performance or provision of warranty or  
12 recall repair work by an authorized repair provider on  
13 behalf of an original farm equipment manufacturer pursuant  
14 to an authorized repair agreement, except that any  
15 provision in an authorized repair agreement purporting to  
16 waive, avoid, restrict or limit an original farm equipment  
17 manufacturer's compliance with this section shall be void;

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19 (iv) Require an original farm equipment  
20 manufacturer or authorized repair provider to provide an  
21 owner or independent repair provider access to  
22 nondiagnostic or nonrepair documentation provided to an  
23 authorized repair provider by an original farm equipment

1 manufacturer pursuant to the terms of an authorizing  
2 agreement.

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4 (e) An original farm equipment manufacturer that  
5 violates any provision of this section is liable for a  
6 civil penalty of not more than five hundred dollars  
7 (\$500.00) for each violation. This penalty may be recovered  
8 in a civil action against the violator.

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

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14 **11-44-102. Definitions.**

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16 (a) As used in this act:

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18 (iii) "Authorized repair provider" means a  
19 person who has an agreement for any period of time in which  
20 an original farm equipment manufacturer grants the person 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 programmable instructions provided on firmware delivered with 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, a microcode and other similar components;

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

(A) The net cost to an authorized repair provider to obtain a similar farm equipment part or diagnostic or repair tool as applicable, 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 farm equipment part or diagnostic or repair tool, as applicable, including amortized capital costs, but excluding any research and

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

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4 (C) The price charged by other original  
5 farm equipment manufacturers for similar farm equipment  
6 parts or diagnostic or repair tools, as applicable;

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8 (D) The ability of aftermarket technicians  
9 or shops to afford the farm equipment part or diagnostic or  
10 repair tool, as applicable;

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12 (E) Inflation; and

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14 (F) Any other relevant factors.

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16 (vi) "Farm equipment" means equipment that is  
17 used or intended for use in a farm or ranch operation,  
18 including any combine, tractor, implement, engine, motor or  
19 attachment, but excluding any motor vehicle designed for  
20 transporting persons or property on a street or highway and  
21 certified by the motor vehicle manufacturer under all  
22 applicable federal safety and emissions standards and



1 requirements for distribution and sale in the United  
2 States;

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4 (vii) "Independent repair provider" means a  
5 person in this state who is not affiliated with an original  
6 farm equipment manufacturer or an authorized repair  
7 provider and which is engaged in the diagnosis, service,  
8 maintenance or repair of farm equipment. "Independent  
9 repair provider" includes an original farm equipment  
10 manufacturer when engaged in the diagnosis, service,  
11 maintenance or repair of farm equipment that is not  
12 affiliated with the original farm equipment manufacturer;

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14 (viii) "Original farm equipment manufacturer"  
15 means a person engaged in the business of selling or  
16 leasing new farm equipment to another person and engaged in  
17 the diagnosis, service maintenance or repair of farm  
18 equipment;

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20 (ix) "Owner" means a person who owns or leases  
21 farm equipment purchased or used in this state;

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1           (x) "Part" means a replacement part, either new  
2 or used, including embedded software updates, made  
3 available by an original farm equipment manufacturer to an  
4 authorized repair provider for purposes of effecting  
5 repair;

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7           (xi) "Trade secret" means as defined in 18  
8 U.S.C. § 1839(3);

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10           ~~(iii)~~ (xii) "This act" means W.S. 11-44-101  
11 through ~~11-44-104~~ 11-44-105.

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13           **Section 3.** This act is effective July 1, 2018.

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(END)