

HOUSE BILL NO. HB0015

Right to repair digital electronic equipment.

Sponsored by: Select Committee on Blockchain, Financial
Technology and Digital Innovation Technology

A BILL

for

1 AN ACT relating to consumer protection; establishing
2 provisions related to repairing digital electronic
3 equipment; requiring original equipment manufacturers to
4 make documents, parts and tools available as specified;
5 providing exceptions; providing definitions; providing for
6 a penalty; providing a sunset date; making conforming
7 amendments; specifying applicability; and providing for an
8 effective date.

9

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

11

12 **Section 1.** W.S. 40-12-801 and 40-12-802 are created
13 to read:

14

15

ARTICLE 8

1 RIGHT TO REPAIR DIGITAL ELECTRONIC EQUIPMENT

2

3 **40-12-801. Definitions.**

4

5 (a) As used in this article:

6

7 (i) "Authorized repair provider" means:

8

9 (A) A person who has an agreement with an
10 original equipment manufacturer where:

11

12 (I) The original equipment
13 manufacturer grants the person a license to use a trade
14 name, service mark or other proprietary identifier for
15 purposes of providing or offering the services of
16 diagnosing, maintaining or repairing digital electronic
17 equipment; or

18

19 (II) The person provides or offers the
20 services of diagnosing, maintaining or repairing digital
21 electronic equipment on behalf of an original equipment
22 manufacturer.

23

1 (B) An original equipment manufacturer who
2 provides or offers the services of diagnosing, maintaining
3 or repairing digital electronic equipment that the original
4 equipment manufacturer makes or sells.

5

6 (ii) "Digital electronic equipment" means a
7 product that functions in whole or in part on the basis of
8 digital electronics that are embedded within or attached to
9 the product;

10

11 (iii) "Documentation" means any manual, diagram,
12 reporting output, service code description, schematic
13 diagram, security code or password or other guidance or
14 information that enables a person to diagnose, maintain or
15 repair digital electronic equipment;

16

17 (iv) "Embedded software" means any programmable
18 software delivered with or loaded onto digital electronic
19 equipment and all relevant patches and fixes made by an
20 original equipment manufacturer for purposes of diagnosing,
21 maintaining or repairing the digital electronic equipment.
22 "Embedded software" includes a basic internal operating

1 system, a machine code, an assembly code, a root code, a
2 microcode and any other similar components;

3
4 (v) "Fair and reasonable terms" means:

5
6 (A) With respect to obtaining
7 documentation, parts, embedded software or tools for
8 digital electronic equipment, terms that are equivalent to
9 the most favorable terms that an original equipment
10 manufacturer offers to an authorized repair provider and
11 charges that are not more than the original equipment
12 manufacturer's suggested retail price calculated by using
13 the net charge less any discounts, rebates or other
14 incentive programs;

15
16 (B) With respect to documentation that an
17 original equipment manufacturer provides, documentation,
18 including any relevant updates, provided at no charge
19 except that the original equipment manufacturer may charge
20 a fee for a copy of the documentation if the amount of the
21 fee covers only the manufacturer's actual costs to prepare
22 and send the copy of the documentation;

23

1 (C) With respect to tools that an original
2 equipment manufacturer provides, tools provided:

3
4 (I) At no charge except that the
5 original equipment manufacturer may charge a fee for a tool
6 if the amount of the fee covers only the manufacturer's
7 actual costs to prepare and send the tool;

8
9 (II) Without requiring authorization
10 or otherwise imposing impediments to access or use the
11 tools to diagnose, maintain or repair digital electronic
12 equipment; and

13
14 (III) In a manner that does not impair
15 the efficient and cost-effective performance of any
16 diagnosis, maintenance or repair of the digital electronic
17 equipment.

18
19 (D) With respect to parts that an original
20 equipment manufacturer makes available either directly or
21 indirectly through an authorized repair provider, terms
22 that:

23

1 (I) Do not impose a substantial
2 condition, obligation or restriction that is not reasonably
3 necessary to enable the diagnosis, maintenance or repair of
4 digital electronic equipment;

5
6 (II) Do not require the purchase of a
7 minimum or maximum quantity of parts; and

8
9 (III) Do not condition access to parts
10 on any additional agreement other than a purchase order.

11
12 (vi) "Independent repair provider" means a
13 person who is not affiliated with an original equipment
14 manufacturer or an authorized repair provider and who is
15 engaged in the services of diagnosing, maintaining or
16 repairing digital electronic equipment;

17
18 (vii) "Original equipment manufacturer" means a
19 person that is primarily engaged in selling new digital
20 electronic equipment;

21

1 (viii) "Owner" means a person that owns digital
2 electronic equipment that the person purchased or used in
3 this state;

4
5 (ix) "Part" means any replacement part, either
6 new or used, made available or used by an original
7 equipment manufacturer or authorized repair provider for
8 purposes of maintaining or repairing digital electronic
9 equipment;

10

11 (x) "Parts pairing" means an original equipment
12 manufacturer's practice of using software to identify
13 component parts through a unique identifier;

14

15 (xi) "Tools" means any software, hardware
16 implement or other apparatus used for diagnosis,
17 maintenance or repair of digital electronic equipment
18 including software or other mechanisms that provide
19 programs or pairs a new part, calibrates functionality or
20 performs any other function required to return the digital
21 electronic equipment or part to a fully functional
22 condition;

23

1 (xii) "Trade secret" means as defined in W.S.
2 40-24-101(a)(iv).

3

4 **40-12-802. Right to repair digital electronic**
5 **equipment.**

6

7 (a) For digital electronic equipment manufactured for
8 the first time and first sold or used in this state on or
9 after July 1, 2026, an original equipment manufacturer
10 shall, with fair and reasonable terms, make available to an
11 independent repair provider and owner any documentation,
12 embedded software, parts and tools required for diagnosing,
13 maintaining or repairing the digital electronic equipment
14 or any part of the digital electronic equipment.

15

16 (b) For digital electronic equipment manufactured for
17 the first time and first sold or used in this state on or
18 after July 1, 2026, no original equipment manufacturer
19 shall use parts pairing or any other mechanism to:

20

21 (i) Prevent or inhibit an independent repair
22 provider or owner from installing or enabling a function of
23 an otherwise functional part of digital electronic

1 equipment including a replacement part that an original
2 equipment manufacturer has not approved;

3

4 (ii) Inhibit or reduce the functionality of any
5 part of digital electronic equipment where the replacement
6 by an independent repair provider or owner would cause the
7 device to operate with reduced functionality or
8 performance;

9

10 (iii) Create false, misleading or deceptive
11 alerts or warnings about parts of digital electronic
12 equipment;

13

14 (iv) Charge additional fees or increase prices
15 for future repairs of digital electronic equipment; or

16

17 (v) Limit who can purchase parts or perform
18 repair services for digital electronic equipment.

19

20 (c) For digital electronic equipment manufactured for
21 the first time and first sold or used in this state on or
22 after July 1, 2026 that contains an electronic security
23 lock or other security related function, an original

1 equipment manufacturer shall, with fair and reasonable
2 terms, make available to an owner any documentation,
3 embedded software, parts or tools required to disable and
4 reset the lock or function while diagnosing, maintaining or
5 repairing the digital electronic equipment. An original
6 equipment manufacturer may make the documentation, embedded
7 software, parts or tools available to an independent repair
8 provider or owner through appropriate secure release
9 systems.

10

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

12

13 (i) Require an original equipment manufacturer
14 to divulge a trade secret except an original equipment
15 manufacturer shall not refuse to make available, with fair
16 and reasonable terms, any documentation, embedded software,
17 part or tools necessary to diagnose, maintain or repair
18 digital electronic equipment as required by this section
19 and may redact trade secrets from any documentation or
20 tools provided to an independent repair provider or owner;

21

22 (ii) Abrogate, interfere with, contradict or
23 alter the terms of any contract or agreement executed and

1 in force between an authorized repair provider and an
2 original equipment manufacturer including, but not limited
3 to, terms related to the performance or provision of
4 warranty or recall repair work by an authorized repair
5 provider on behalf of an original equipment manufacturer
6 pursuant to a contract or agreement, except that any
7 provision in a contract or agreement purporting to waive,
8 avoid, restrict or limit an original equipment
9 manufacturer's compliance with this section shall be void;

10
11 (iii) Impose any new type of liability upon an
12 original equipment manufacturer for any bodily injury or
13 damage to digital electronic equipment that an independent
14 repair provider or owner causes while diagnosing,
15 maintaining or repairing the digital electronic equipment
16 using documentation, embedded software, parts or tools that
17 the original equipment manufacturer made available, with
18 fair and reasonable terms, to an authorized service
19 provider, an independent repair provider or an owner before
20 the date of the diagnosis, maintenance or repair;

21
22 (iv) Require an original equipment manufacturer
23 to make available documentation, embedded software, parts,

1 tools or other devices or implements that would disable or
2 override, without an owner's authorization, anti-theft
3 security measures that the owner sets for digital
4 electronic equipment;

5
6 (v) Require an original equipment manufacturer
7 to provide to an independent repair provider or owner any
8 part that the original equipment manufacturer no longer
9 makes or no longer provides to authorized service
10 providers.

11
12 (e) This section shall not apply to:

13
14 (i) A manufacturer, distributor, importer or
15 dealer that is engaged in the business of manufacturing or
16 assembling new motor vehicles as defined by W.S.
17 31-1-101(a)(xv) or in the business of selling or leasing
18 new motor vehicles and offering the services of diagnosing,
19 maintaining or repairing motor vehicles or motor vehicle
20 engines under the terms of a franchise agreement or to the
21 person's products or services;

22

1 (ii) A product, service or equipment that has
2 never been made available for retail sale to a consumer;

3

4 (iii) A medical device as defined by 21 U.S.C. §
5 321(h);

6

7 (iv) A product, service or equipment that
8 provides heat, ventilation or air conditioning or recharges
9 refrigerant gases;

10

11 (v) A product, service or equipment that is a
12 system, mechanism or series of mechanisms that generates,
13 stores or combines generation and storage of electrical
14 energy from solar radiation;

15

16 (vi) A video game console;

17

18 (vii) A product, service or equipment that is a
19 system that stores electrical energy for a period of time
20 and transmits the energy after storage that is
21 interconnected with a transmission or distribution system
22 and that is approved by an electric utility or located on a
23 customer's side of an electric utility meter in accordance

1 with an applicable utility tariff or interconnection
2 agreement;

3
4 (viii) A manufacturer, distributor, importer or
5 dealer of industrial equipment, utility equipment,
6 construction equipment, compact construction equipment,
7 road-building equipment, mining equipment, farming
8 equipment including farm and utility tractors, farm
9 implements and farm machinery, forestry equipment, turf,
10 yard and garden equipment and outdoor power equipment;

11
12 (ix) Electric toothbrushes;

13
14 (x) A manufacturer, distributor, importer or
15 dealer of any off-road recreational vehicle as defined by
16 W.S. 31-1-101(a)(xv)(K), any multipurpose vehicle as
17 defined by W.S. 31-1-101(a)(xv)(M), marine vehicle,
18 all-terrain sports vehicle and racing vehicle;

19
20 (xi) A manufacturer, distributor, importer or
21 dealer of any power tools, stand-alone or integrated
22 stationary or mobile combustion engines and power sources

1 including generator sets, electric batteries and fuel cell
2 power.

3
4 (f) Except for the rights extended to an owner by
5 this article, a memorandum of understanding shall govern an
6 original equipment manufacturer's duties and obligations to
7 an owner if the memorandum of understanding would otherwise
8 bind the owner to the terms of the memorandum of
9 understanding.

10
11 (g) A person who violates subsections (a) through (c)
12 of this section commits an unlawful deceptive trade
13 practice under W.S. 40-12-105.

14
15 (h) This article shall be repealed on the date that
16 the governor, on advice of the attorney general, certifies
17 to the secretary of state that the United States congress
18 enacted federal legislation establishing a right to repair
19 digital electronic equipment.

20
21 (j) To the extent a provision of this article
22 conflicts with federal law, federal law shall control.

1 **Section 2.** W.S. 40-12-105(a) by creating a new
2 paragraph (xviii) is amended to read:

3

4 40-12-105. Unlawful practices.

5

6 (a) A person engages in a deceptive trade practice
7 unlawful under this act when, in the course of his business
8 and in connection with a consumer transaction, he
9 knowingly:

10

11 (xviii) Violates W.S. 40-12-802.

12

13 **Section 3.** This act shall only apply to digital
14 electronic equipment manufactured, sold or used in Wyoming
15 on or after July 1, 2026.

16

17 **Section 4.** This act is effective July 1, 2026.

18

19 (END)