

**DRAFT ONLY  
NOT APPROVED FOR  
INTRODUCTION**

HOUSE BILL NO.

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

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

4                               ARTICLE 8

5               RIGHT TO REPAIR DIGITAL ELECTRONIC EQUIPMENT

7       **40-12-801. Definitions.**

9       (a) As used in this article:

11               (i) "Authorized repair provider" means:

13                       (A) A person who has an agreement with an  
14 original equipment manufacturer where:

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

22                               (II) The person provides or offers the  
23 services of diagnosing, maintaining or repairing digital

1 electronic equipment on behalf of an original equipment  
2 manufacturer.

3

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

8

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

13

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

19

20 (iv) "Embedded software" means any programmable  
21 software delivered with or loaded onto digital electronic  
22 equipment and all relevant patches and fixes made by an  
23 original equipment manufacturer for purposes of diagnosing,

1 maintaining or repairing the digital electronic equipment.  
2 "Embedded software" includes a basic internal operating  
3 system, a machine code, an assembly code, a root code, a  
4 microcode and any other similar components;

5

6 (v) "Fair and reasonable terms" means:

7

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

16

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

1

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

4

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

9

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

14

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

19

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

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 person  
13 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, leasing or  
20 otherwise supplying new digital electronic equipment;

21

1           (viii) "Owner" means a person that owns or leases  
2 digital electronic equipment that the person purchased or  
3 used in 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. 40-  
2 24-101(a)(iv).

3

4 \*\*\*\*\*  
5 \*\*\*\*\*

6 **STAFF COMMENT**

7 The Select Committee may wish to consider providing a  
8 definition of video game console. Examples from Colorado  
9 and Oregon are provided below for your reference:

10

11 **Colorado (Colo. Rev. Stat. Ann. § 6-1-1502(15))**  
12 (15)

13 (a) "Video game console" means a computing device that  
14 is:

15 (I) Primarily used by consumers for playing video  
16 games; and

17 (II) Neither a general nor an all-purpose  
18 computer.

19 (b) "Video game console" includes:

20 (I) A console machine;

21 (II) A handheld console device; and

22 (III) The components and peripherals of a video  
23 game console.

24 (c) "Video game console" does not include a desktop  
25 computer, laptop computer, computer tablet, or cell phone.

26

27 **Oregon 2024 Senate Bill 1596**

28 (L)

29 (A) "Video game console" means a computing device, and  
30 components and peripherals for the computing device, that  
31 is intended primarily for playing interactive video games.

32

33 (B) "Video game console" does not include a general  
34 purpose personal computer that has the capability to run  
35 video games alongside other computing functions.

36

37 \*\*\*\*\*  
38 \*\*\*\*\*

39



1           40-12-802.       Right to repair digital electronic  
2 equipment.

4 \*\*\*\*\*  
5 \*\*\*\*\*

6                               STAFF COMMENT

7 The Select Committee may wish to consider that it is  
8 unlikely that this bill draft would apply to original  
9 equipment manufacturers who sell digital electronic  
10 equipment outside of the state of Wyoming. It would likely  
11 be binding on original equipment manufacturers who sell  
12 digital electronic equipment within Wyoming, even if they  
13 do so remotely.

14 \*\*\*\*\*  
15 \*\*\*\*\*

17           (a) For digital electronic equipment manufactured for  
18 the first time and first sold or used in this state on or  
19 after July 1, 2026, an original equipment manufacturer  
20 shall, with fair and reasonable terms, make available to an  
21 independent repair provider and owner any documentation,  
22 embedded software, parts and tools required for diagnosing,  
23 maintaining or repairing the digital electronic equipment  
24 or any part of the digital electronic equipment.

26 \*\*\*\*\*  
27 \*\*\*\*\*

28                               STAFF COMMENT

29 The Select Committee may wish to consider the breadth of  
30 the language "or used" in subsection (a) of this section.  
31 For example, this subsection would require an original  
32 equipment manufacturer to provide batteries and cleaning

1 tools at a cost to an independent repair provider and owner  
2 to repair digital electronic equipment or any part of the  
3 digital electronic equipment.

4 \*\*\*\*\*  
5 \*\*\*\*\*  
6

7 (b) 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, no original equipment manufacturer  
10 shall use parts pairing or any other mechanism to:

11  
12 (i) Prevent or inhibit an independent repair  
13 provider or owner from installing or enabling a function of  
14 an otherwise functional part of digital electronic  
15 equipment including a replacement part that an original  
16 equipment manufacturer has not approved;

17  
18 (ii) Inhibit or reduce the functionality of any  
19 part of digital electronic equipment where the replacement  
20 by an independent repair provider or owner would cause the  
21 device to operate with reduced functionality or  
22 performance;

23

1           (iii) Create false, misleading or deceptive  
2 alerts or warnings about parts of digital electronic  
3 equipment;

4  
5           (iv) Charge additional fees or increase prices  
6 for future repairs of digital electronic equipment; or

7  
8           (v) Limit who can purchase parts or perform  
9 repair services for digital electronic equipment.

10  
11       (c) For digital electronic equipment manufactured for  
12 the first time and first sold or used in this state on or  
13 after July 1, 2026 that contains an electronic security  
14 lock or other security-related function, an original  
15 equipment manufacturer shall, with fair and reasonable  
16 terms, make available to an independent repair provider and  
17 owner any documentation, embedded software, parts or tools  
18 required to disable and reset the lock or function while  
19 diagnosing, maintaining or repairing the digital electronic  
20 equipment. An original equipment manufacturer may make the  
21 documentation, embedded software, parts or tools available  
22 to an independent repair provider or owner through  
23 appropriate secure release systems.

1

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

3

4 (i) Require an original equipment manufacturer to  
5 divulge a trade secret except an original equipment  
6 manufacturer shall not refuse to make available, with fair  
7 and reasonable terms, any documentation, embedded software,  
8 part or tools necessary to diagnose, maintain or repair  
9 digital electronic equipment as required by this section  
10 and may redact trade secrets from any documentation or  
11 tools provided to an independent repair provider or owner;

12

13 (ii) Abrogate, interfere with, contradict or  
14 alter the terms of any contract or agreement executed and  
15 in force between an authorized repair provider and an  
16 original equipment manufacturer including, but not limited  
17 to, terms related to the performance or provision of  
18 warranty or recall repair work by an authorized repair  
19 provider on behalf of an original equipment manufacturer  
20 pursuant to a contract or agreement, except that any  
21 provision in a contract or agreement purporting to waive,  
22 avoid, restrict or limit an original equipment  
23 manufacturer's compliance with this section shall be void;

1

2           (iii) Impose any new type of liability upon an  
3 original equipment manufacturer for any bodily injury or  
4 damage to digital electronic equipment that an independent  
5 repair provider or owner causes while diagnosing,  
6 maintaining or repairing the digital electronic equipment  
7 using documentation, embedded software, parts or tools that  
8 the original equipment manufacturer made available, with  
9 fair and reasonable terms, to an authorized service  
10 provider, an independent repair provider or an owner before  
11 the date of the diagnosis, maintenance or repair;

12

13           (iv) Require an original equipment manufacturer  
14 to make available documentation, embedded software, parts,  
15 tools or other devices or implements that would disable or  
16 override, without an owner's authorization, anti-theft  
17 security measures that the owner sets for digital  
18 electronic equipment;

19

20           (v) Require an original equipment manufacturer to  
21 provide to an independent repair provider or owner any part  
22 that the original equipment manufacturer no longer makes or  
23 no longer provides to authorized service providers.

1

2 (e) This section shall not apply to:

3

4 (i) A manufacturer, distributor, importer or  
5 dealer that is engaged in the business of manufacturing or  
6 assembling new motor vehicles as defined by W.S. 31-1-  
7 101(a)(xv) or in the business of selling or leasing new  
8 motor vehicles and offering the services of diagnosing,  
9 maintaining or repairing motor vehicles or motor vehicle  
10 engines under the terms of a franchise agreement or to the  
11 person's products or services;

12

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

15

16 (iii) A medical device as defined by 21 U.S.C. §  
17 321(h);

18

19 (iv) A product, service or equipment that  
20 provides heat, ventilation or air conditioning or recharges  
21 refrigerant gases;

22

1           (v) A product, service or equipment that is a  
2 system, mechanism or series of mechanisms that generates,  
3 stores or combines generation and storage of electrical  
4 energy from solar radiation;

5

6           (vi) A video game console;

7

8           (vii) A product, service or equipment that is a  
9 system that stores electrical energy for a period of time  
10 and transmits the energy after storage that is  
11 interconnected with a transmission or distribution system  
12 and that is approved by an electric utility or located on a  
13 customer's side of an electric utility meter in accordance  
14 with an applicable utility tariff or interconnection  
15 agreement;

16

17           (viii) A manufacturer, distributor, importer or  
18 dealer of industrial equipment, utility equipment,  
19 construction equipment, compact construction equipment,  
20 road-building equipment, mining equipment, farming  
21 equipment including farm and utility tractors, farm  
22 implements and farm machinery, forestry equipment, turf,  
23 yard and garden equipment and outdoor power equipment;

1

2 (ix) Electric toothbrushes;

3

4 (x) A manufacturer, distributor, importer or  
5 dealer of any off-road recreational vehicle as defined by  
6 W.S. 31-1-101(a)(xv)(K), any multipurpose vehicle as  
7 defined by W.S. 31-1-101(a)(xv)(M), marine vehicle, all-  
8 terrain sports vehicle and racing vehicle;

9

10 (xi) A manufacturer, distributor, importer or  
11 dealer of any power tools, stand-alone or integrated  
12 stationary or mobile combustion engines and power sources  
13 including generator sets, electric batteries and fuel cell  
14 power.

15

16 (f) Except for the rights extended to an owner by this  
17 article, a memorandum of understanding shall govern an  
18 original equipment manufacturer's duties and obligations to  
19 an owner if the memorandum of understanding would otherwise  
20 bind the owner to the terms of the memorandum of  
21 understanding.

22



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

4

5 (h) This article shall be repealed on the date that  
6 the governor, on advice of the attorney general, certifies  
7 to the secretary of state that the United States congress  
8 enacted federal legislation establishing a right to repair  
9 digital electronic equipment.

10

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

13

14 **40-12-105. Unlawful practices.**

15

16 (a) A person engages in a deceptive trade practice  
17 unlawful under this act when, in the course of his business  
18 and in connection with a consumer transaction, he  
19 knowingly:

20

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

22

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

4

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

6

7 ( END )