

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

ENGROSSED

*This Version Includes All Amendments Adopted
on Second Reading in the House of Introduction*

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 law.
Dashes through the words or numbers indicate deletions from existing law.

HOUSE
Amended 2nd Reading
February 17, 2023

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** (1.3), (1.7), 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:

20 (I) A SELF-PROPELLED VEHICLE DESIGNED PRIMARILY FOR THE
21 TRANSPORTATION OF INDIVIDUALS OR PROPERTY ON A STREET OR
22 HIGHWAY;

23 (II) A POWERSPORTS VEHICLE AS DEFINED IN SECTION 44-20-402
24 (11); OR

25 (III) ANY AIRCRAFT USED IN AN AGRICULTURAL AIRCRAFT
26 OPERATION, AS DEFINED IN 14 CFR 137.3.

27 (1.3) (a) "AUTHORIZED REPAIR PROVIDER" MEANS A PERSON THAT

1 IS UNAFFILIATED WITH A MANUFACTURER OTHER THAN THROUGH AN
2 ARRANGEMENT WITH THE MANUFACTURER, WHETHER FOR A DEFINITE OR
3 AN INDEFINITE PERIOD, IN WHICH THE MANUFACTURER, FOR THE PURPOSE
4 OF OFFERING TO PROVIDE SERVICES TO AN EQUIPMENT OWNER REGARDING
5 THE OWNER'S EQUIPMENT OR A PART, GRANTS THE PERSON:

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

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

10 (b) "AUTHORIZED REPAIR PROVIDER" INCLUDES A MANUFACTURER
11 THAT OFFERS TO PROVIDE SERVICES TO AN OWNER OF THE
12 MANUFACTURER'S EQUIPMENT REGARDING THE OWNER'S EQUIPMENT OR
13 A PART IF THE MANUFACTURER DOES NOT HAVE AN ARRANGEMENT WITH
14 AN UNAFFILIATED PERSON, AS DESCRIBED IN SUBSECTION (1.3)(a) OF THIS
15 SECTION.

16 (1.7) "DEALER" MEANS A PERSON, OTHER THAN A MANUFACTURER,
17 THAT IS ENGAGED IN THE BUSINESS OF BUYING, SELLING, OR EXCHANGING
18 EQUIPMENT IN THE STATE.

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

26 (4) "Equipment" means:

27 (a) A powered wheelchair; OR

1 (b) AGRICULTURAL EQUIPMENT.

2 (5) (a) (I) "Fair and reasonable terms and costs", with respect to
3 obtaining documentation, parts, embedded software, firmware, or tools
4 from a manufacturer to provide services, means terms that are equivalent
5 to the most favorable terms that the manufacturer offers to an authorized
6 repair provider and costs that are no greater than the ~~manufacturer's~~
7 suggested retail price THAT THE MANUFACTURER OR A DEALER SELLING ON
8 BEHALF OF THE MANUFACTURER INDICATES.

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

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

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

21 (I) SUBSTANTIAL OBLIGATION TO USE, OR ANY RESTRICTION ON
22 THE USE OF, A PART, EMBEDDED SOFTWARE, FIRMWARE, OR TOOL,
23 INCLUDING A CONDITION THAT THE OWNER OR INDEPENDENT REPAIR
24 PROVIDER BECOME AN AUTHORIZED REPAIR PROVIDER OF THE
25 MANUFACTURER; OR

26 (II) REQUIREMENT THAT A PART, EMBEDDED SOFTWARE,
27 FIRMWARE, OR TOOL BE REGISTERED OR PAIRED WITH OR APPROVED BY

1 THE MANUFACTURER OR AN AUTHORIZED REPAIR PROVIDER BEFORE THE
2 PART, EMBEDDED SOFTWARE, FIRMWARE, OR TOOL IS OPERATIONAL.

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

5 **6-1-1503. Equipment manufacturer obligations regarding**
6 **services - exemptions.** (3) NEITHER an original equipment manufacturer
7 NOR A DEALER is **not** liable for faulty or otherwise improper repairs
8 provided by independent repair providers or owners, including faulty or
9 otherwise improper repairs that cause:

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

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

15 **SECTION 4.** In Colorado Revised Statutes, 6-1-1504, **add**
16 (1)(a.5) as follows:

17 **6-1-1504. Limitations.** (1) Subject to subsection (2) of this
18 section, nothing in this part 15:

19 (a.5) AUTHORIZES AN INDEPENDENT REPAIR PROVIDER OR OWNER
20 TO:

21 (I) MAKE ANY MODIFICATION TO AGRICULTURAL EQUIPMENT THAT
22 PERMANENTLY DEACTIVATES A SAFETY NOTIFICATION SYSTEM;

23 (II) ACCESS ANY FUNCTION OF A TOOL THAT ENABLES THE
24 INDEPENDENT REPAIR PROVIDER OR OWNER TO CHANGE THE SETTINGS FOR
25 A PIECE OF AGRICULTURAL EQUIPMENT IN A MANNER THAT BRINGS THE
26 EQUIPMENT PERMANENTLY OUT OF COMPLIANCE WITH ANY APPLICABLE
27 FEDERAL, STATE, OR LOCAL SAFETY OR EMISSIONS LAW;

- 1 (III) EVADE EMISSIONS, COPYRIGHT, TRADEMARK, OR PATENT
- 2 (IV) ENGAGE IN ANY OTHER ILLEGAL EQUIPMENT MODIFICATION
- 3 ACTIVITIES;

4 **SECTION 5. Act subject to petition - effective date.** This act
5 takes effect January 1, 2024; except that, if a referendum petition is filed
6 pursuant to section 1 (3) of article V of the state constitution against this
7 act or an item, section, or part of this act within the ninety-day period
8 after final adjournment of the general assembly, then the act, item,
9 section, or part will not take effect unless approved by the people at the
10 general election to be held in November 2024 and, in such case, will take
11 effect on the date of the official declaration of the vote thereon by the
12 governor.