

SHB 1483 - H AMD 41

By Representative Gregerson

1 Strike everything after the enacting clause and insert the
2 following:

3 "NEW SECTION. **Sec. 1.** (1) The legislature finds that:

4 (a) Consumer access to affordable and reliable products that
5 contain digital electronics, including computers, cell phones,
6 appliances, and other nonexempted consumer products, is essential to
7 overcome digital inequities in Washington state and that broader
8 distribution of the information, parts, and tools necessary to repair
9 digital electronic products will shorten repair times, lengthen the
10 useful lives of digital electronic products, and lower costs for
11 consumers;

12 (b) Consumers increasingly rely on these products to conduct
13 personal and professional business daily. Many modern consumer
14 products contain digital components, such as microprocessors and
15 microchips, which can create barriers to repairs. In some United
16 States' households, everything from the coffee maker, to the washing
17 machine, vacuum, thermostat, or doorbell may have a digital component
18 as technology has evolved and smart products have increased in
19 popularity;

20 (c) The need for more accessible and affordable repair options is
21 felt more acutely among specific sectors of the population, notably
22 Washington residents in rural areas and people who earn low incomes.
23 Original manufacturer shops or authorized repair providers are often
24 located in urban areas requiring consumers to travel long distances
25 for repair or be without products for periods of time;

26 (d) Small, independent businesses play a vital role in
27 Washington's economy. Providing access to information, parts, and
28 tools is essential in contributing to a competitive repair market,
29 allowing small repair shop employees to repair products more safely;

30 (e) Certain electronic products are comprised of precious metals
31 that are finite, and unnecessary early disposal can be avoided with
32 greater accessibility to proper and affordable repair; and

1 (f) Other states such as Minnesota, New York, California, and
2 Colorado have enacted right to repair legislation, recognizing the
3 need to increase access to the documentation, tools, and parts
4 necessary to facilitate multiple repair options for all kinds of
5 consumer products with digital electronics.

6 (2) Therefore, the legislature intends to broaden access to the
7 information and tools necessary to repair digital electronic
8 products, including computers, cell phones, appliances, and other
9 nonexempted products in a safe, secure, reliable, and sustainable
10 manner, thereby increasing access to appropriate and affordable
11 digital electronic products, supporting small businesses and jobs,
12 and making it easier for all residents of Washington state to connect
13 digitally.

14 NEW SECTION. **Sec. 2.** The definitions in this section apply
15 throughout this chapter unless the context clearly requires
16 otherwise.

17 (1) "Authorized repair provider" means an individual or business
18 that is unaffiliated with an original manufacturer and that has an
19 arrangement with the original manufacturer to use the original
20 manufacturer's trade name, service mark, or other proprietary
21 identifier for the purpose of offering the services of diagnosis,
22 maintenance, or repair of digital electronic products under the name
23 of the original manufacturer, or that has an arrangement with the
24 original manufacturer under which the individual or business offers
25 the services of diagnosis, maintenance, or repair of digital
26 electronic products on behalf of the original manufacturer. An
27 original manufacturer who offers the services of diagnosis,
28 maintenance, or repair of its own digital electronic products shall
29 be considered an authorized repair provider with respect to such
30 products, but only in instances where the original manufacturer does
31 not have an arrangement with an authorized repair provider covering
32 such products.

33 (2) "Authorized third-party provider" means an individual or
34 business that is unaffiliated with an original manufacturer and that
35 has an arrangement with the original manufacturer to use the original
36 manufacturer's trade name, service mark, or other proprietary
37 identifier for the purpose of distributing parts, tools, or
38 documentation.

1 (3) "Diagnosis" means the process of identifying the issue or
2 issues that cause digital electronic products to not be in fully
3 working order.

4 (4) "Digital electronic product" or "products" means any product
5 or electronic that:

6 (a) Depends, in whole or in part, on digital electronics, such as
7 a microprocessor or microcontroller, embedded in or attached to the
8 product in order to function;

9 (b) Is tangible personal property;

10 (c) Is generally used for personal, family, or household
11 purposes;

12 (d) Is sold, used, or supplied in Washington 180 days or more
13 after the product was first manufactured and 180 days or more after
14 the product was first sold or used in Washington; and

15 (e) Might be, but is not necessarily, capable of attachment to or
16 installation in real property.

17 (5) "Documentation" means any manual, maintenance procedures,
18 functional and wiring diagrams, reporting output, service code
19 description, circuit board schematics, security code, password,
20 training material, troubleshooting information, list of required
21 tools, parts list, or other guidance or information that enables a
22 person to diagnose, maintain, repair, or update a digital electronic
23 product.

24 (6) "Fair and reasonable terms" means each of the following, as
25 applicable:

26 (a)(i) For parts, at costs that are fair to both parties and at
27 terms that are equivalent to the most fair and reasonable terms under
28 which the manufacturer offers the part, tool, or documentation to an
29 authorized repair provider, accounting for any convenient and timely
30 means of delivery, means of enabling fully restored and updated
31 functionality, rights of use, or other preference the manufacturer
32 offers to an authorized repair provider, and is not conditioned on or
33 imposing a substantial obligation to use or restrict the use of the
34 part to diagnose, maintain, or repair digital electronic products
35 sold, leased, or otherwise supplied by the original manufacturer;

36 (ii) For documentation, including any relevant updates, that the
37 documentation is made available at no charge, except that, when the
38 documentation is requested in physical printed form, a charge may be
39 included for the reasonable actual costs of preparing and sending the
40 copy;

1 (iii) For tools, that the tools are made available by the
2 manufacturer at no charge and without imposing impediments to access
3 or use of the tools to diagnose, maintain, or repair and enable full
4 functionality of the product, or in a manner that impairs the
5 efficient and cost-effective performance of any such diagnosis,
6 maintenance, or repair, except that, when a tool is requested in
7 physical form, a charge may be included for the reasonable, actual
8 costs of preparing and sending the tool;

9 (b) If a manufacturer does not use an authorized repair provider,
10 "fair and reasonable terms" means at a price that reflects the actual
11 cost to the manufacturer to prepare and deliver the part, tool, or
12 documentation, exclusive of any research and development costs
13 incurred.

14 (7) "Independent repair provider" means an individual or business
15 that engages in the services of diagnosis, maintenance, or repair of
16 digital electronic products in this state without an arrangement with
17 the original manufacturer of such products as described in subsection
18 (1) of this section or an affiliation with an authorized repair
19 provider for such products. "Independent repair provider" also means
20 an original manufacturer or an original manufacturer's authorized
21 repair provider that engages in the services of diagnosis,
22 maintenance, or repair of a digital electronic product that is not
23 manufactured by or on behalf of, sold by, or supplied by such
24 original manufacturer.

25 (8) "Maintenance" means any act necessary to keep currently
26 working digital electronic products in fully working order.

27 (9) "Modifications" or "modifying" means any alteration to
28 digital electronic products that is not maintenance or repair.

29 (10) "Original manufacturer" means an individual or business
30 that, in the normal course of business, is engaged in the business of
31 selling, leasing, or otherwise supplying new digital electronic
32 products manufactured by or on behalf of itself, to any individual or
33 business.

34 (11) "Owner" means an individual or business that owns or leases
35 digital electronic products purchased or used in this state.

36 (12) "Part" means any replacement part, either new or used, or
37 its equivalent, which is generally available or made available by an
38 original manufacturer to an authorized repair provider for purposes
39 of effecting the services of maintenance or repair of digital

1 electronic products manufactured or sold by the original
2 manufacturer.

3 (13) "Parts pairing" means an original manufacturer's practice of
4 using software to identify component parts through a unique
5 identifier.

6 (14) "Repair" means any act needed to restore digital electronic
7 products to fully working order.

8 (15) "Tool" means any software program, hardware implement, or
9 other apparatus, used for diagnosis, maintenance, or repair of
10 digital electronic products, including software or other mechanisms
11 that provide, program, or pair a part, calibrate functionality, or
12 perform any other function required to bring the product or part back
13 to fully functional condition, including any updates.

14 (16) "Trade secret" has the same meaning as defined in 18 U.S.C.
15 Sec. 1839, as that section existed on January 1, 2017.

16 (17) "Video game console" means a computing device, such as a
17 console machine, a handheld console device, or another device or
18 system, and its components and peripherals, that is primarily used by
19 consumers for playing video games, but which is neither a general nor
20 an all-purpose computer, such as a desktop computer, laptop, tablet,
21 or cell phone.

22 NEW SECTION. **Sec. 3.** (1) Effective January 1, 2026:

23 (a) An original manufacturer shall make available to any
24 independent repair provider or owner on fair and reasonable terms any
25 parts, tools, and documentation intended for the diagnosis,
26 maintenance, or repair of digital electronic products and parts that
27 are first manufactured, and first sold or used in Washington, on or
28 after July 1, 2021. Such parts, tools, and documentation shall be
29 made available either directly by the original manufacturer or via an
30 authorized repair provider or authorized third-party provider.

31 (b) For digital electronic products that are manufactured for the
32 first time, and first sold or used in this state, after January 1,
33 2026, an original manufacturer may not use parts pairing to:

34 (i) Prevent or inhibit an independent repair provider or an owner
35 from installing or enabling the function of an otherwise functional
36 replacement part or a component of a digital electronic product,
37 including a replacement part or a component that the original
38 manufacturer has not approved;

1 (ii) Reduce the functionality or performance of a digital
2 electronic product; or

3 (iii) Cause a digital electronic product to display misleading
4 alerts or warnings about unidentified parts, which the owner cannot
5 immediately dismiss.

6 (2) Nothing in this chapter requires an original manufacturer to
7 make available a part or physical tool if it is no longer available
8 to the original manufacturer.

9 NEW SECTION. **Sec. 4.** Before accepting digital electronic
10 products for repair, authorized repair providers and independent
11 repair providers shall provide to customers a written or electronic
12 notice that contains the following information:

13 (1) The steps taken by the authorized repair provider or the
14 independent repair provider to ensure the privacy and security of
15 products entrusted for repair or a statement that no such steps have
16 been taken;

17 (2) Recommended steps for the customer to take to safeguard
18 product data, including:

19 (a) If appropriate, backing up data prior to repair and either:

20 (i) Factory resetting the product; or

21 (ii) Wiping backed-up data from the product;

22 (b) Sharing only the passwords or access to functions necessary
23 for the relevant repairs and changing those passwords to a temporary
24 password prior to sharing; and

25 (c) Logging out of applications or websites that contain
26 sensitive data or that otherwise pose a security risk, such as
27 electronic mail, banking, and social media accounts;

28 (3)(a) A statement about the customer's legal right to privacy,
29 which is protected under Article I, section 7 of the state
30 Constitution and under Washington law, which protects against:

31 (i) Washington cybercrimes under chapter 9A.90 RCW, including
32 electronic data theft, electronic data tampering, spoofing, and
33 computer trespass;

34 (ii) The disclosing of intimate images under RCW 9A.86.010;

35 (iii) The criminal impersonation of another under RCW 9A.60.040;

36 and

37 (iv) Identity crimes under chapter 9.35 RCW.

38 (b) Violations of privacy may be referred to law enforcement for
39 criminal prosecution, and violators may be liable for damages,

1 including mental pain and suffering, that a violation of privacy may
2 have caused to a customer's business, person, or reputation; and

3 (4) For independent repair providers, whether the repair provider
4 uses any replacement parts that are used or provided by a supplier
5 other than the original manufacturer of the digital electronic
6 product.

7 NEW SECTION. **Sec. 5.** (1) Nothing in this chapter shall be
8 construed to require an original manufacturer to divulge a trade
9 secret to an independent repair provider, except as necessary to
10 provide parts, tools, and documentation on fair and reasonable terms.

11 (2) Nothing in this chapter shall be construed to alter the terms
12 of any arrangement described in section 2(1) of this act in force
13 between an authorized repair provider and an original manufacturer
14 including, but not limited to, the performance or provision of
15 warranty or recall repair work by an authorized repair provider on
16 behalf of an original manufacturer pursuant to such arrangement,
17 except that any provision in such terms that purports to waive,
18 avoid, restrict, or limit the original manufacturer's obligations to
19 comply with this chapter shall be void and unenforceable.

20 (3) Nothing in this chapter shall be construed to require an
21 original manufacturer or an authorized repair provider to provide to
22 an owner or independent repair provider access to information, other
23 than documentation, that is provided by the original manufacturer to
24 an authorized repair provider pursuant to the terms of an arrangement
25 described in section 2(1) of this act.

26 (4) Nothing in this chapter shall be construed to require an
27 original manufacturer or authorized repair provider to make available
28 any parts, tools, or documentation for the purposes of modifying or
29 making modifications to any digital electronic products.

30 (5) This chapter does not apply if the original manufacturer
31 provides an equivalent or better, readily available replacement
32 digital electronic product at no charge to the owner.

33 (6) Nothing in this chapter shall be construed to require an
34 original manufacturer or authorized repair provider to make available
35 any parts, tools, or documentation required for the diagnosis,
36 maintenance, or repair of public safety communications equipment, the
37 intended use of which is for emergency response or prevention
38 purposes by an emergency service organization such as a police, fire,
39 or emergency medical services agency.

1 (7) Nothing in this chapter shall apply to manufacturers or
2 distributors of a medical device as defined in the federal food,
3 drug, and cosmetic act, Title 21 U.S.C. Sec. 301 et seq., or a
4 digital electronic product, or embedded software, manufactured
5 primarily for use in a medical setting, including diagnostic,
6 monitoring, or control equipment.

7 (8) Nothing in this chapter shall apply to a:

8 (a) Motor vehicle manufacturer, manufacturer of motor vehicle
9 equipment, or motor vehicle dealer acting in that capacity or to any
10 product or service of a motor vehicle manufacturer, manufacturer of
11 motor vehicle equipment, or motor vehicle dealer acting in that
12 capacity;

13 (b) Manufacturer, distributor, importer, or dealer of any power
14 generation or storage equipment, or equipment for fueling or charging
15 motor vehicles;

16 (c) Product that has never been available for retail sale to a
17 consumer;

18 (d) Product which is a system, mechanism, or series of mechanisms
19 that generates, stores, or combines generation and storage of
20 electrical energy from solar radiation;

21 (e) Product which stores electrical energy for a period of time
22 and transmits the energy after storage, that is interconnected with a
23 transmission or distribution system and that is approved by an
24 electric utility or located on a customer's side of an electric
25 utility meter in accordance with an applicable utility tariff or
26 interconnection agreement; or

27 (f) Life safety system, fire alarm system, or intrusion detection
28 device, including its components, that is provided or configured to
29 be provided with a security monitoring service; and physical access
30 control equipment, including electronic keypads and similar building
31 access control electronics.

32 (9) Nothing in this chapter applies to utility equipment; farm or
33 agricultural equipment; construction equipment; compact construction
34 equipment; road building equipment; electronic vehicle charging
35 infrastructure equipment; mining equipment; low earth orbit broadband
36 equipment manufactured before 2044; and any tools, technology,
37 attachments, accessories, components, and repair parts for any of the
38 foregoing.

39 (10) Nothing in this chapter shall be construed to require any
40 original manufacturer or authorized repair provider to make available

1 any parts, tools, or documentation required for the diagnosis,
2 maintenance, or repair of a video game console and its components and
3 peripherals.

4 (11) Nothing in this chapter shall be construed to require any
5 original manufacturer or authorized repair provider to make available
6 documentation or tools used exclusively for repairs completed by
7 machines that operate on several digital electronic products
8 simultaneously, if the original manufacturer makes available to
9 owners of the product and independent repair providers sufficient,
10 alternative documentation and tools to effect the diagnosis,
11 maintenance, or repair of the digital electronic product.

12 (12) Nothing in this chapter shall be construed to require an
13 original manufacturer to make available special documentation, tools,
14 parts, or other devices or implements that would disable or override,
15 without an owner's authorization, antitheft or privacy security
16 measures that the owner sets for digital electronic products.

17 (13) Nothing in this chapter shall apply to set-top boxes,
18 modems, routers, or all-in-one devices delivering internet, video,
19 and voice systems that are distributed by a video, internet, or voice
20 service provider if the service provider offers equivalent or better,
21 readily available replacement equipment at no charge to the customer.

22 (14) Nothing in this chapter shall apply to off-road equipment
23 including, but not limited to: Farm and utility tractors, farm
24 implements, farm machinery, forestry equipment, industrial equipment,
25 utility equipment, construction equipment, compact construction
26 equipment, road building equipment, mining equipment, turf, yard, and
27 garden equipment, outdoor power equipment, portable generators,
28 marine, all-terrain sports, racing, and recreational vehicles, stand-
29 alone or integrated stationary or mobile internal combustion engines,
30 power sources, such as generator sets, electric batteries, and fuel
31 cell power, power tools, and any tools, technology, attachments,
32 accessories, components, and repair parts for any of the foregoing.

33 NEW SECTION. **Sec. 6.** (1) No original manufacturer or authorized
34 repair provider shall be liable for any damage or injury to any
35 digital electronic product caused by an independent repair provider
36 or owner which occurs during the course of repair, diagnosis, or
37 maintenance and is not attributable to the original manufacturer or
38 authorized repair provider other than if the failure is attributable
39 to design or manufacturing defects.

1 (2) The original manufacturer does not warrant any services
2 provided by independent repair providers.

3 NEW SECTION. **Sec. 7.** (1) The legislature finds that the
4 practices covered by this chapter are matters vitally affecting the
5 public interest for the purpose of applying the consumer protection
6 act, chapter 19.86 RCW. A violation of this chapter is not reasonable
7 in relation to the development and preservation of business and is an
8 unfair or deceptive act in trade or commerce and an unfair method of
9 competition for the purpose of applying the consumer protection act,
10 chapter 19.86 RCW.

11 (2) This chapter may be enforced solely by the attorney general
12 under the consumer protection act, chapter 19.86 RCW.

13 NEW SECTION. **Sec. 8.** Sections 1 through 7 and 9 of this act
14 constitute a new chapter in Title 19 RCW.

15 NEW SECTION. **Sec. 9.** This chapter may be known and cited as the
16 right to repair act."

17 Correct the title.

EFFECT: Establishes that an original manufacturer may not use parts pairing for certain purposes for digital electronic products that are manufactured for the first time, and first sold or used in Washington, after January 1, 2026, instead of after January 1, 2025.

Removes the specification that an original manufacturer is not required to sell parts if the parts are no longer made available to authorized repair providers by the original manufacturer, and instead specifies that an original manufacturer is not required to make available a part or physical tool if it is no longer available to the original manufacturer.

Establishes that the chapter does not apply if the original manufacturer provides an equivalent or better, readily available replacement digital electronic product at no charge to the owner.

Clarifies that the chapter does not apply to manufacturers or distributors of a digital electronic product, or embedded software, manufactured primarily for use in a medical setting, including diagnostic, monitoring, or control equipment.

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