



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

HB3593

Introduced 2/17/2023, by Rep. Michelle Mussman

SYNOPSIS AS INTRODUCED:

New Act
815 ILCS 505/2BBBB new

Creates the Digital Electronic Equipment Right to Repair Act. Provides that, for digital electronic equipment and parts for digital electronic equipment sold or used in the State, an original equipment manufacturer shall make available to an independent repair provider, solely for the purpose of repairing digital electronic equipment, on fair and reasonable terms, any documentation, parts, service access methods, and tools, including, but not limited to, any updates to information, firmware, or embedded software that is needed for purposes of repair of digital electronic equipment and training courses and materials on the operation, inspection, diagnosis, maintenance, and repair of digital electronic equipment. Provides that a violation of any of the provisions of the Act is an unlawful practice under the Consumer Fraud and Deceptive Business Practices Act. Provides for penalties. Provides that nothing in the Act shall require an original equipment manufacturer to divulge a trade secret to an independent repair provider. Amends the Consumer Fraud and Deceptive Business Practices Act making a conforming change. Effective January 1, 2024.

LRB103 28492 SPS 54873 b

1 AN ACT concerning business.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the
5 Digital Electronic Equipment Right to Repair Act.

6 Section 5. Definitions. As used in this Act:

7 "Authorized repair provider" means an individual or
8 business who has an arrangement with the original equipment
9 manufacturer under which the original equipment manufacturer
10 grants to the individual or business a license to use a trade
11 name, service mark, or other proprietary identifier for the
12 purposes of offering the services of diagnosis, maintenance,
13 or repair of digital electronic equipment under the name of
14 the original equipment manufacturer, or other arrangement with
15 the original equipment manufacturer to offer such services on
16 behalf of the original equipment manufacturer. An original
17 equipment manufacturer who offers the services of diagnosis,
18 maintenance, or repair of its own digital electronic
19 equipment, and who does not have an arrangement with an
20 unaffiliated individual or business, shall be considered an
21 authorized repair provider with respect to digital electronic
22 equipment.

23 "Digital electronic equipment" or "equipment" means any

1 product that depends for its functioning, in whole or in part,
2 on digital electronics embedded in or attached to the product.

3 "Documentation" means any manual, diagram, reporting
4 output, service code description, schematic diagram, security
5 codes, passwords, or other guidance or information used in
6 effecting the services of diagnosis, maintenance, or repair of
7 digital electronic equipment.

8 "Fair and reasonable terms" means making available parts,
9 tools, or documentation as follows:

10 (1) that documentation is made available by the
11 original equipment manufacturer at no charge, except that,
12 when the documentation is requested in physical printed
13 form, a charge may be included for the reasonable, actual
14 costs of preparing and sending the copy;

15 (2) that tools are made available by the original
16 equipment manufacturer at no charge and without requiring
17 authorization or internet access for use or operation of
18 the tool, or imposing impediments to access or use of the
19 tools to diagnose, maintain, or repair and enable full
20 functionality of digital electronic equipment, or in a
21 manner that impairs the efficient and cost-effective
22 performance of any such diagnosis, maintenance, or repair,
23 except that, when the tool is requested in physical form,
24 a charge may be included for the reasonable, actual costs
25 of preparing and sending the tool; and

26 (3) that parts are made available by the original

1 equipment manufacturer, either directly or through an
2 authorized repair provider, to independents repair
3 providers and owners at costs and terms that are
4 equivalent to the most favorable costs and terms under
5 which an original equipment manufacturer offers the parts
6 to an authorized repair provider and that:

7 (A) accounts for any discount, rebate, convenient
8 and timely means of delivery, means of enabling fully
9 restored and updated functionality, rights of use, or
10 other incentive and preference the original
11 manufacturer offers to an authorized repair provider,
12 or any additional cost, burden, or impediment the
13 original equipment manufacturer imposes on an owner or
14 independent repair provider;

15 (B) is not conditioned on or imposing a
16 substantial obligation or restriction that is not
17 reasonably necessary for enabling the owner or
18 independent repair provider to engage in the
19 diagnosis, maintenance, or repair of equipment made by
20 or on behalf of the original equipment manufacturer;
21 and

22 (C) is not conditioned on an arrangement with the
23 original equipment manufacturer.

24 "Independent repair provider" means an individual or
25 business operating in this State that is unaffiliated with an
26 original equipment manufacturer that is engaged in the

1 services of diagnosis, maintenance, or repair of digital
2 electronic equipment.

3 "Medical device" means an instrument, apparatus,
4 implement, machine, contrivance, implant, or other similar or
5 related article, including a component part, or accessory,
6 with a primary purpose (i) for use in the diagnosis of disease
7 or other conditions, or in the cure, mitigation, treatment, or
8 prevention of disease, or (ii) intended to affect the
9 structure or any function of the body of man or other animals.

10 "Motor vehicle" means a vehicle that is designed for
11 transporting persons or property on a street or highway and is
12 certified by the manufacturer under all applicable federal
13 safety and emissions standards and requirements for
14 distribution and sale in the United States.

15 "Original equipment manufacturer" means a business engaged
16 in the business of selling, leasing, or otherwise supplying
17 new digital electronic equipment manufactured by, or on behalf
18 of, itself, to any individual or business.

19 "Owner" means an individual or business who owns or leases
20 digital electronic equipment purchased or used in this state.

21 "Part" means any replacement part, either new or used,
22 made available by an original equipment manufacturer for
23 purposes of effecting the services of maintenance or repair of
24 digital electronic equipment manufactured by or on behalf of,
25 sold, or otherwise supplied by the original equipment
26 manufacturer.

1 "Tools" means any software program, hardware implement, or
2 other apparatus used for diagnosis, maintenance, or repair of
3 digital electronic equipment, including software or other
4 mechanisms that provision, program, or pair a new part,
5 calibrate functionality, or perform any other function
6 required to bring the product back to fully functional
7 condition, including any updates.

8 "Trade secret" has the meaning given to that term in
9 subsection (d) of Section 2 of the Illinois Trade Secrets Act.

10 Section 10. Requirements.

11 (a) For digital electronic equipment and parts for such
12 equipment that are sold or used in this State, an original
13 equipment manufacturer shall make available to any independent
14 repair provider and owner of digital electronic equipment
15 manufactured by on behalf of, or sold by such original
16 equipment manufacturer, on fair and reasonable terms, any
17 documentation, parts, and tools, required for the diagnosis,
18 maintenance, or repair of the digital electronic equipment and
19 parts for the digital electronic equipment, inclusive of any
20 updates to information. The documentation parts and tools
21 shall be made available either directly by the original
22 equipment manufacturer or via an authorized repair provider.

23 (b) For equipment that contains an electronic security
24 lock or other security-related function, the original
25 equipment manufacturer shall make available to any owner and

1 independent repair provider, on fair and reasonable terms, any
2 special documentation, tools, and parts needed to access and
3 reset the lock or function when disabled in the course of
4 diagnosis, maintenance, or repair of the digital electronic
5 equipment. The documentation, tools, and parts may be made
6 available through appropriate secure release systems.

7 Section 15. Enforcement by Attorney General. A violation
8 of any of the provisions of this Act is an unlawful practice
9 under the Consumer Fraud and Deceptive Business Practices Act.
10 All remedies, penalties, and authority granted to the Attorney
11 General by that Act shall be available to him or her for the
12 enforcement of this Act.

13 Section 20. Limitations.

14 (a) Nothing in this Act shall require an original
15 equipment manufacturer to divulge any trade secret to any
16 owner or independent service provider.

17 (b) Nothing in this Act shall alter the terms of any
18 arrangement in force between an authorized repair provider and
19 an original equipment manufacturer, including, but not limited
20 to, the performance or provision of warranty or recall repair
21 work by an authorized repair provider on behalf of an original
22 equipment manufacturer and pursuant to such arrangement,
23 except that any provision in such terms that purports to
24 waive, avoid, restrict or limit the original equipment

1 manufacturer's obligations to comply with this Act shall be
2 void and unenforceable.

3 (c) No original equipment manufacturer or authorized
4 repair provider shall be liable for any damage or injury
5 caused to any digital electronic equipment by an independent
6 repair provider or owner which occurs during the course of
7 repair, diagnosis, or maintenance.

8 Section 25. Exclusions.

9 (a) Nothing in this Act shall apply to a manufacturer,
10 distributor, importer or dealer of motor vehicles.

11 (b) Nothing in this Act shall apply to a manufacturer,
12 distributor, importer, or dealer of medical devices.

13 (c) Nothing in this Act shall apply to a manufacturer,
14 distributor, importer, or dealer of any off-road equipment,
15 including, but not limited to, farm and utility tractors, farm
16 implements, farm machinery, forestry equipment, industrial
17 equipment, utility equipment, construction equipment, compact
18 construction equipment, mining equipment, turf, yard and
19 garden equipment, outdoor power equipment, including portable
20 generators, marine, all-terrain sports and recreational
21 vehicles, including racing vehicles, stand-alone or integrated
22 stationary or mobile internal combustion engines, other power
23 sources, including without limitation, generator sets,
24 electric, battery, and fuel cell power, power tools, and any
25 tools, technology, attachments, accessories, components, and

1 repair parts.

2 Section 30. Applicability. This Act applies with respect
3 to digital electronic equipment sold or in use on or after the
4 effective date of this Act.

5 Section 90. The Consumer Fraud and Deceptive Business
6 Practices Act is amended by adding Section 2BBBB as follows:

7 (815 ILCS 505/2BBBB new)

8 Sec. 2BBBB. Violations of the Digital Electronic Equipment
9 Right to Repair Act. A person who violates the Digital
10 Electronic Equipment Right to Repair Act commits an unlawful
11 practice within the meaning of this Act.

12 Section 99. Effective date. This Act takes effect January
13 1, 2024.