

# D R A F T

## SUMMARY

Digest: Requires a person that makes electronic items for consumers to give on fair terms to people who look at, maintain or repair the items what they need to do effective maintenance or make effective repairs. Fair terms means, in part, giving independent people what they need on the same terms as people the maker authorizes to make repairs. Lets the state fine people who violate the Act. Takes effect 91 days after session ends. (Flesch Readability Score: 61.1).

Requires an original equipment manufacturer to make available to an owner of consumer electronic equipment or an independent repair provider on fair and reasonable terms any documentation, tool, part or other device or implement that the original equipment manufacturer makes available to an authorized service provider for the purpose of diagnosing, maintaining or repairing consumer electronic equipment. Permits the Attorney General to make an investigative demand of a manufacturer that appears to have violated the Act. Specifies the contents of the investigative demand and the method of service. Subjects a manufacturer that violates the Act to a civil penalty of not more than \$1,000 for each day of the violation.

Takes effect on the 91st day following adjournment sine die.

## A BILL FOR AN ACT

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Relating to a right to repair consumer electronic equipment; and prescribing an effective date.

Whereas the Legislative Assembly finds and declares that reusing, repairing and extending the product life of electronics is a critical component of Oregon's 2050 Vision and Framework for Action, that repairing and reusing electronics rather than throwing out electronics reduces waste, greenhouse gas emissions and raw material use and that barriers to repairing electronics make access to technology difficult by increasing costs; now, therefore,

**NOTE:** Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 **Be It Enacted by the People of the State of Oregon:**

2 **SECTION 1. (1) As used in this section and section 2 of this 2024**  
3 **Act:**

4 (a) **“Authorized service provider” means:**

5 (A) **A person that has an arrangement with an original equipment**  
6 **manufacturer under which:**

7 (i) **The original equipment manufacturer grants a license to or**  
8 **otherwise permits the person to use the original equipment**  
9 **manufacturer’s trade name, service mark or other proprietary iden-**  
10 **tification for the purpose of offering the services of diagnosing, main-**  
11 **taining or repairing consumer electronic equipment; or**

12 (ii) **The person offers the services of diagnosing, maintaining or**  
13 **repairing consumer electronic equipment on behalf of the original**  
14 **equipment manufacturer or under the original equipment**  
15 **manufacturer’s warranty; or**

16 (B) **An original equipment manufacturer, but only in instances**  
17 **where the original equipment manufacturer does not have an ar-**  
18 **rangement described in subparagraph (A) of this paragraph and offers**  
19 **the services of diagnosing, maintaining or repairing consumer elec-**  
20 **tronic equipment that the original equipment manufacturer makes or**  
21 **sells.**

22 (b) **“Cell phone” means a handheld product that includes a battery,**  
23 **microphone, speaker and display designed to send and receive trans-**  
24 **missions through a cellular radiotelephone service.**

25 (c) **“Consumer electronic equipment” means a product that:**

26 (A) **Functions, in whole or in part, on the basis of digital electronics**  
27 **that are embedded within or attached to the product;**

28 (B) **Is tangible personal property;**

29 (C) **Is generally used for personal, family or household purposes;**

30 (D) **Is sold, used or supplied in this state one year or more after the**  
31 **product was first manufactured and sold or used in this state; and**

1 (E) Might be, but is not necessarily, capable of attachment to or  
2 installation in real property.

3 (d) "Documentation" means any manual, diagram, reporting out-  
4 put, service code description, schematic diagram, security code, pass-  
5 word or other guidance or information that enables a person to  
6 diagnose, maintain or repair consumer electronic equipment.

7 (e) "Fair and reasonable terms" means terms under which an ori-  
8 ginal equipment manufacturer:

9 (A) Makes documentation available at no charge, except that the  
10 original equipment manufacturer may charge for the reasonable and  
11 actual costs of printing, preparing and sending or preparing and  
12 sending documentation that a person requests in print;

13 (B) Makes tools for diagnosing, maintaining and repairing con-  
14 sumer electronic equipment available at no charge and without im-  
15 peding access to the tools or the efficient and cost-effective use of the  
16 tools, except that the original equipment manufacturer may charge for  
17 the reasonable and actual costs of preparing and shipping a physical  
18 tool that a person requests; and

19 (C) Makes parts available directly or through an authorized service  
20 provider to:

21 (i) An independent repair provider and an owner at costs and on  
22 terms that are equivalent to the most favorable costs and terms at  
23 which the original equipment manufacturer offers the parts to an au-  
24 thorized service provider and that:

25 (I) Account for any discount, rebate, convenient means of delivery,  
26 means of enabling fully restored and updated functionality, rights of  
27 use or other incentive or preference the original equipment manufac-  
28 turer offers to an authorized service provider, or that impose any ad-  
29 ditional cost, burden or impediment the original equipment  
30 manufacturer also imposes on an authorized service provider;

31 (II) Do not impose a substantial condition, obligation or restriction

1 that is not reasonably necessary to enable an independent repair pro-  
2 vider or owner to diagnose, maintain or repair consumer electronic  
3 equipment that the original equipment manufacturer makes or sells;  
4 and

5 (III) Do not require an independent repair provider or owner to be-  
6 come an authorized service provider or enter into an arrangement  
7 described in paragraph (a)(A) of this subsection; and

8 (ii) All authorized service providers that the original equipment  
9 manufacturer permits, by contract or otherwise, to sell parts to inde-  
10 pendent repair providers and owners, without:

11 (I) Imposing allocation limitations or advertising restrictions upon  
12 the authorized service provider as a means of retaliation or as a means  
13 of hindering the authorized service provider in selling parts by any  
14 means; or

15 (II) Imposing a substantial condition, obligation or restriction that  
16 is not reasonably necessary to enable an independent repair provider  
17 or owner to diagnose, maintain or repair consumer electronic equip-  
18 ment that the original equipment manufacturer makes or sells.

19 (f) “Independent repair provider” means a person that:

20 (A) Engages in the business of diagnosing, maintaining or repairing  
21 consumer electronic equipment in this state but is not an authorized  
22 service provider; and

23 (B) Possesses a valid and unexpired certification that demonstrates  
24 that the person has the technical capabilities and competence neces-  
25 sary to safely, securely and reliably repair consumer electronic equip-  
26 ment in accordance with widely accepted standards, such as a Wireless  
27 Industry Service Excellence Certification, an A+ certification from  
28 the Computing Technology Industry Association, a National Appliance  
29 Service Technician Certification or another certification that an ori-  
30 ginal equipment manufacturer accepts as evidence that the person can  
31 perform safe, secure and reliable repairs to the manufacturer’s con-

1 **sumer electronic equipment.**

2 **(g) “Original equipment manufacturer” means a person that en-**  
3 **gages in the business of selling, leasing or otherwise supplying to an-**  
4 **other person new consumer electronic equipment that the person**  
5 **makes or has made on the person’s behalf.**

6 **(h) “Owner” means a person that owns or leases from a lessor**  
7 **consumer electronic equipment that the person or the lessor pur-**  
8 **chased or used in this state.**

9 **(i) “Part” means a new or used replacement component for con-**  
10 **sumer electronic equipment that an original equipment manufacturer**  
11 **makes available for the purpose of maintaining or repairing consumer**  
12 **electronic equipment that the original equipment manufacturer makes**  
13 **or sells.**

14 **(j) “Parts pairing” means a manufacturer’s practice of using soft-**  
15 **ware to identify component parts through a unique identifier.**

16 **(k) “Tool” means software, a hardware implement or an apparatus**  
17 **by means of which a person can diagnose, maintain or repair con-**  
18 **sumer electronic equipment including any software, or a mechanism**  
19 **that provisions, programs or pairs a new part, calibrates functionality**  
20 **or performs another function that is necessary to update or restore a**  
21 **product to a fully functional condition.**

22 **(L) “Trade secret” has the meaning given that term in ORS 646.461.**

23 **(m)(A) “Video game console” means a computing device, and com-**  
24 **ponents and peripherals for the computing device, that is intended**  
25 **primarily for playing interactive video games.**

26 **(B) “Video game console” does not include a general purpose per-**  
27 **sonal computer that has the capability to run video games alongside**  
28 **other computing functions.**

29 **(2)(a) An original equipment manufacturer shall make available to**  
30 **an owner or an independent repair provider on fair and reasonable**  
31 **terms any documentation, tool, part or other device or implement that**

1 **the original equipment manufacturer makes available to an authorized**  
2 **service provider for the purpose of diagnosing, maintaining, repairing**  
3 **or updating consumer electronic equipment that the original equip-**  
4 **ment manufacturer makes or sells and that is sold or used in this**  
5 **state.**

6 **(b) An original equipment manufacturer shall make available to an**  
7 **owner or independent repair provider on fair and reasonable terms any**  
8 **documentation, tool or part necessary to disable and reset any elec-**  
9 **tronic security lock or other security function in consumer electronic**  
10 **equipment that is or must be disabled or that must be reset while di-**  
11 **agnosing, maintaining or repairing the consumer electronic equip-**  
12 **ment. The original equipment manufacturer may make the**  
13 **documentation, tool or part available by means of an appropriate se-**  
14 **ecure release system.**

15 **(c) An original equipment manufacturer may not use parts pairing**  
16 **to:**

17 **(A) Prevent or inhibit an independent repair provider or owner from**  
18 **installing or enabling the function of a replacement part or component**  
19 **of consumer electronic equipment, including a replacement part or**  
20 **component that the original equipment manufacturer has not ap-**  
21 **proved;**

22 **(B) Reduce the functionality or performance of consumer electronic**  
23 **equipment; or**

24 **(C) Cause consumer electronic equipment to display unnecessary**  
25 **or misleading alerts or warnings about unidentified parts, particularly**  
26 **if the alerts or warnings cannot be dismissed.**

27 **(3) This section does not:**

28 **(a) Require an original equipment manufacturer to disclose a trade**  
29 **secret or license intellectual property, including copyrights or patents,**  
30 **to an independent service provider or owner except as necessary to**  
31 **provide, on fair and reasonable terms, any documentation, tool, part**

1 or other device or implement used to diagnose, maintain or repair  
2 consumer electronic equipment.

3 (b) Alter the terms of any agreement or arrangement between an  
4 original equipment manufacturer and an authorized service provider  
5 including, but not limited to, the authorized service provider's per-  
6 formance or provision of warranty service or recall repair work on the  
7 original equipment manufacturer's behalf under the agreement or ar-  
8 rangement, except that any provision in the agreement or arrange-  
9 ment that purports to waive, restrict or limit the original equipment  
10 manufacturer's compliance with this section is void and  
11 unenforceable.

12 (c) Impose liability upon an original equipment manufacturer for  
13 any bodily injury or damage to consumer electronic equipment that  
14 an independent repair provider or owner causes while diagnosing,  
15 maintaining or repairing the consumer electronic equipment using  
16 documentation, tools or parts the original equipment manufacturer  
17 made available on fair and reasonable terms to an authorized service  
18 provider, independent repair provider or owner before the date of the  
19 diagnosis, maintenance or repair, except that an original equipment  
20 manufacturer remains liable to the extent that the laws of this state  
21 provide for strict liability for defects in the design or manufacture of  
22 the consumer electronic equipment.

23 (d) Require an original equipment manufacturer to make available  
24 special documentation, tools and parts that would disable or override,  
25 without an owner's authorization, anti-theft security measures that  
26 the owner sets for consumer electronic equipment.

27 (e) Apply to:

28 (A) A person that is engaged in the business of manufacturing or  
29 assembling new motor vehicles or in the business of selling or leasing  
30 new motor vehicles and offering the service of diagnosing, maintaining  
31 or repairing motor vehicles or motor vehicle engines under the terms

1 of a franchise agreement, or to the person's products or services;

2 (B) A product or equipment that:

3 (i) Has never been available for retail sale to a consumer;

4 (ii) Is a medical device, as defined in the federal Food, Drug, and  
5 Cosmetic Act, 21 U.S.C. 301 et seq., or a digital electronic product,  
6 software, control equipment or related products or services manufac-  
7 tured for or provided for use in diagnosis or monitoring in an acute  
8 care hospital, a long term care facility such as a nursing home or  
9 skilled nursing facility, a physician's office, an urgent care center, an  
10 outpatient clinic, a home setting where health care is provided by or  
11 at the direction of a licensed health care provider, an emergency  
12 medical service facility or at a site where health care is routinely de-  
13 livered on premises that are not otherwise a health care facility, such  
14 as a medical clinic within a school;

15 (iii) Provides heat, ventilation or air conditioning or recharges  
16 refrigerant gases;

17 (iv) Is a system, mechanism or series of mechanisms that gener-  
18 ates, stores or combines generation and storage of electrical energy  
19 from solar radiation;

20 (v) Is a video game console; or

21 (vi) Is a system that 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 is approved by an electric  
24 utility or located on a customer's side of an electric utility meter in  
25 accordance with an applicable utility tariff or interconnection agree-  
26 ment;

27 (C) A vehicle, an engine, equipment or a power source, or a person  
28 that engages directly in, or acts for or is subject to the control of an-  
29 other person that engages directly in, manufacturing, assembling,  
30 distributing, selling, importing for resale, maintaining, servicing or  
31 repairing a vehicle, an engine, equipment or a power source with any



1 of the following characteristics:

2 (i) An internal combustion engine, including the engine's fuel sys-  
3 tem or other power sources such as an electric battery or fuel cell,  
4 that is not used in a motor vehicle or a vehicle used solely for com-  
5 petition or that is not subject to standards of performance for sta-  
6 tionary sources or emission standards for new motor vehicles or new  
7 motor vehicle engines under the federal Clean Air Act, 42 U.S.C. 7411  
8 and 7521 et seq.;

9 (ii) A vehicle or equipment that is not a motor vehicle or a vehicle  
10 used solely for competition and is powered by an engine described in  
11 sub-subparagraph (i) of this subparagraph, together with any tools,  
12 technology, attachments, accessories, components or repair parts for  
13 the vehicle or engine;

14 (iii) An internal combustion engine or another power source, in-  
15 cluding an electric battery or fuel cell, that is not used in a motor  
16 vehicle, a vehicle used solely for competition or a vehicle described in  
17 sub-subparagraph (ii) of this subparagraph, or equipment that is pow-  
18 ered by the internal combustion engine or power source, together with  
19 tools, technology, attachments, accessories, components or repair  
20 parts for the internal combustion engine or the equipment; or

21 (iv) An engine or other power source, including an electric battery  
22 or fuel cell, that is used for propulsion or power generation in a mar-  
23 itime environment or waterway, together with any tools, technology,  
24 attachments, accessories, components or repair parts for the engine  
25 or power source; or

26 (D) A manufacturer, distributor or dealer of any off-road equipment  
27 and tools, technology, attachments, accessories, components and re-  
28 pair parts for off-road equipment including, but not limited to, farm  
29 and utility tractors, farm implements and machinery, equipment for  
30 forestry, industry, utilities, construction, mining or maintaining a  
31 yard, garden or turf, outdoor power equipment and portable genera-

1 tors, vehicles used in marine environments, for sports, recreation and  
2 racing, all-terrain vehicles, power tools and stand-alone or integrated  
3 mobile or stationary internal combustion engines or power sources  
4 such as generator sets and battery or fuel cell power.

5 **SECTION 2. (1) As used in this section:**

6 (a) “Certification entity” means a person that engages in evaluating  
7 and certifying the technical capabilities and competence of independ-  
8 ent repair providers in accordance with standards that the person  
9 adopts or that an original equipment manufacturer specifies.

10 (b) “Repair certification” means evidence that an independent re-  
11 pair provider has the technical and financial capability and compe-  
12 tence necessary to safely, securely and reliably repair digital electronic  
13 equipment in accordance with standards that a certification entity  
14 specifies.

15 (2) Before repairing consumer electronic equipment, an authorized  
16 service provider and an independent repair provider shall:

17 (a) Post at the authorized service provider’s or independent repair  
18 provider’s place of business or on the authorized service provider’s or  
19 independent repair provider’s website, or provide directly to custom-  
20 ers, a notice that:

21 (A) Specifies the steps the authorized service provider or independ-  
22 ent repair provider takes to ensure the customer’s privacy and the  
23 security of consumer electronic equipment the customer entrusts to  
24 the authorized service provider or independent repair provider;

25 (B) Recommends steps the consumer should take to ensure privacy  
26 and security, including but not limited to:

27 (i) Backing up data from the consumer electronic equipment onto  
28 another device and permanently erasing the data from the consumer  
29 electronic equipment the customer will bring in for repair;

30 (ii) Sharing only those passwords or access to functions that are  
31 necessary to effect the repair; and

1 (iii) Logging out of applications and closing websites and deleting  
2 caches or records of application or website use that have sensitive in-  
3 formation or that otherwise pose a security risk, such as financial  
4 applications or websites, electronic mail or messaging or social media  
5 accounts; and

6 (C) Informs the customer about the customer's rights to privacy  
7 under the laws of this state.

8 (b) Display all of the authorized service provider's or independent  
9 repair provider's repair certifications.

10 (3) Before repairing consumer electronic equipment, an independent  
11 repair provider shall disclose to each customer:

12 (a) That the independent repair provider is not an authorized ser-  
13 vice provider; and

14 (b) Whether replacement parts the independent repair provider in-  
15 corporates into repairs are used replacement parts or are replacement  
16 parts provided by suppliers other than the original equipment man-  
17 ufacturer of the consumer electronic equipment.

18 SECTION 3. (1) If the Attorney General determines that a man-  
19 ufacturer has or controls any information, documents, physical evi-  
20 dence or other material that is relevant to an investigation of a  
21 violation of section 1 of this 2024 Act, or that could lead to a discovery  
22 of relevant information in an investigation of a violation of section 1  
23 of this 2024 Act, the Attorney General may execute and cause an in-  
24 vestigative demand to be served upon the manufacturer. The investi-  
25 gative demand may require that the manufacturer:

26 (a) Appear and testify under oath at the time and place stated in  
27 the investigative demand;

28 (b) Answer written interrogatories; and

29 (c) Produce relevant information, documents, physical evidence or  
30 other material for examination at the time and place stated in the  
31 investigative demand.

1       **(2) An investigative demand under this section must be served as**  
2 **provided in ORS 646.622 and may be enforced as provided in ORS**  
3 **646.626. Within the earlier of the return date specified in the investi-**  
4 **gative demand or 20 days after the date on which the investigative**  
5 **demand was served, a manufacturer may petition a circuit court of**  
6 **this state to extend the return date or modify or set aside the inves-**  
7 **tigative demand. The petition must state good cause, including any**  
8 **privileged material.**

9       **(3) If the Attorney General finds that a manufacturer has violated**  
10 **section 1 of this 2024 Act, the Attorney General may bring a civil**  
11 **action in a circuit court of this state to:**

12       **(a) Impose a civil penalty of not more than \$1,000 for each day in**  
13 **which the violation continues; or**

14       **(b) Obtain an injunction to restrain the violation.**

15       **SECTION 4.** **(1) Except as provided in subsection (2) of this section,**  
16 **section 1 of this 2024 Act applies to consumer electronic equipment**  
17 **that is sold or is in use on or after the effective date of this 2024 Act.**

18       **(2) Section 1 of this 2024 Act does not apply to:**

19       **(a) A cell phone that was manufactured for the first time, and first**  
20 **sold or used in this state, before July 1, 2021; or**

21       **(b) Consumer electronic equipment other than a cell phone that**  
22 **was manufactured for the first time, and first sold or used in this**  
23 **state, before July 1, 2015.**

24       **SECTION 5.** **Section 3 of this 2024 Act applies to violations of sec-**  
25 **tion 1 of this 2024 Act that occur on or after July 1, 2026.**

26       **SECTION 6.** **This 2024 Act takes effect on the 91st day after the date**  
27 **on which the 2024 regular session of the Eighty-second Legislative**  
28 **Assembly adjourns sine die.**

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