

HOUSE BILL 712

C2, I3
HB 562/22 – ECM

3lr1990

By: **Delegates Hornberger, Anderton, Baker, Ebersole, Ghrist, Griffith, Hartman, McComas, Miller, T. Morgan, Nawrocki, Otto, Palakovich Carr, Schmidt, Stewart, Szeliga, and Tomlinson**

Introduced and read first time: February 7, 2023

Assigned to: Economic Matters

A BILL ENTITLED

1 AN ACT concerning

2 **Consumer Protection – Right to Repair – Farm Equipment**

3 FOR the purpose of requiring an original equipment manufacturer to make available
4 certain documentation, updates, or information to an independent repair provider or
5 owner of farm equipment to allow for the diagnosis, maintenance, or repair of the
6 farm equipment; providing that any contractual agreement purporting to waive,
7 avoid, or limit a farm equipment manufacturer’s compliance with this Act is void;
8 prohibiting a farm equipment manufacturer from knowingly misrepresenting or
9 withholding farm equipment part numbers from a customer for a certain purpose;
10 and generally relating to the right to repair farm equipment.

11 BY repealing and reenacting, without amendments,
12 Article – Commercial Law
13 Section 1–201(b)(27) and 13–301(14)(xxxvi)
14 Annotated Code of Maryland
15 (2013 Replacement Volume and 2022 Supplement)

16 BY repealing and reenacting, with amendments,
17 Article – Commercial Law
18 Section 13–301(14)(xxxv)
19 Annotated Code of Maryland
20 (2013 Replacement Volume and 2022 Supplement)

21 BY adding to
22 Article – Commercial Law
23 Section 13–301(14)(xxxvii); and 14–4501 through 14–4505 to be under the new
24 subtitle “Subtitle 45. Farm Equipment Repair”
25 Annotated Code of Maryland
26 (2013 Replacement Volume and 2022 Supplement)

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
2 That the Laws of Maryland read as follows:

3 **Article – Commercial Law**

4 1–201.

5 (b) Subject to definitions contained in other articles of the Maryland Uniform
6 Commercial Code that apply to particular titles or parts of titles of the Maryland Uniform
7 Commercial Code:

8 (27) “Person” means an individual, corporation, business trust, estate, trust,
9 partnership, limited liability company, association, joint venture, government,
10 governmental subdivision, agency, or instrumentality, public corporation, or any other
11 legal or commercial entity.

12 13–301.

13 Unfair, abusive, or deceptive trade practices include any:

14 (14) Violation of a provision of:

15 (xxxv) Section 11–210 of the Education Article; [or]

16 (xxxvi) Title 14, Subtitle 44 of this article; or

17 **(XXXVII) TITLE 14, SUBTITLE 45 OF THIS ARTICLE; OR**

18 **SUBTITLE 45. FARM EQUIPMENT REPAIR.**

19 **14–4501.**

20 **(A) IN THIS SUBTITLE THE FOLLOWING TERMS HAVE THE MEANINGS**
21 **INDICATED.**

22 **(B) (1) “AUTHORIZED REPAIR PROVIDER” MEANS A PERSON THAT IS**
23 **UNAFFILIATED WITH THE ORIGINAL EQUIPMENT MANUFACTURER AND THAT HAS:**

24 **(I) AN ARRANGEMENT WITH THE ORIGINAL EQUIPMENT**
25 **MANUFACTURER UNDER WHICH THE ORIGINAL EQUIPMENT MANUFACTURER**
26 **GRANTS TO THE PERSON A LICENSE TO USE A TRADE NAME, SERVICE MARK, OR**
27 **OTHER PROPRIETARY IDENTIFIER FOR THE PURPOSES OF OFFERING THE SERVICES**
28 **OF DIAGNOSIS, MAINTENANCE, OR REPAIR OF FARM EQUIPMENT UNDER THE NAME**
29 **OF THE ORIGINAL EQUIPMENT MANUFACTURER; OR**

1 (II) ANOTHER ARRANGEMENT WITH THE ORIGINAL EQUIPMENT
2 MANUFACTURER TO OFFER THE SERVICES OF DIAGNOSIS, MAINTENANCE, OR
3 REPAIR ON BEHALF OF THE ORIGINAL EQUIPMENT MANUFACTURER.

4 (2) "AUTHORIZED REPAIR PROVIDER" INCLUDES AN ORIGINAL
5 EQUIPMENT MANUFACTURER THAT:

6 (I) OFFERS THE SERVICES OF DIAGNOSIS, MAINTENANCE, OR
7 REPAIR OF FARM EQUIPMENT MANUFACTURED BY IT OR ON ITS BEHALF, OR SOLD
8 OR OTHERWISE SUPPLIED BY IT; AND

9 (II) DOES NOT HAVE AN ARRANGEMENT DESCRIBED IN
10 PARAGRAPH (1) OF THIS SUBSECTION WITH AN UNAFFILIATED PERSON.

11 (C) "DOCUMENTATION" MEANS ANY MANUAL, DIAGRAM, REPORTING
12 OUTPUT, SERVICE CODE DESCRIPTION, SCHEMATIC, OR OTHER INFORMATION USED
13 IN EFFECTING THE SERVICES OF DIAGNOSIS, MAINTENANCE, OR REPAIR OF FARM
14 EQUIPMENT.

15 (D) (1) "FAIR AND REASONABLE TERMS" MEANS AT COSTS AND TERMS
16 THAT ARE EQUIVALENT TO THE MOST FAVORABLE COSTS AND TERMS UNDER WHICH
17 THE ORIGINAL EQUIPMENT MANUFACTURER OFFERS THE PART, TOOL, OR
18 DOCUMENTATION TO AN AUTHORIZED REPAIR PROVIDER:

19 (I) ACCOUNTING FOR:

20 1. ANY DISCOUNT, REBATE, OR CONVENIENT AND
21 TIMELY MEANS OF DELIVERY;

22 2. MEANS OF ENABLING FULLY RESTORED AND
23 UPDATED FUNCTIONALITY, RIGHTS OF USE, OR OTHER INCENTIVE OR PREFERENCE
24 THE ORIGINAL EQUIPMENT MANUFACTURER OFFERS TO AN AUTHORIZED REPAIR
25 PROVIDER; OR

26 3. ANY ADDITIONAL COST, BURDEN, OR IMPEDIMENT
27 THE ORIGINAL EQUIPMENT MANUFACTURER IMPOSES ON AN OWNER OR
28 INDEPENDENT REPAIR PROVIDER; AND

29 (II) NOT CONDITIONED ON HAVING AN ARRANGEMENT
30 DESCRIBED IN SUBSECTION (B)(1) OF THIS SECTION WITH AN ORIGINAL EQUIPMENT
31 MANUFACTURER.

1 **(2) “FAIR AND REASONABLE TERMS” INCLUDES ANY RELEVANT**
2 **UPDATES TO DOCUMENTATION AT NO CHARGE OR, IF THE DOCUMENTATION IS**
3 **REQUESTED IN PHYSICAL PRINTED FORM, A CHARGE THAT IS LIMITED TO THE**
4 **REASONABLE ACTUAL COSTS OF PREPARING AND SENDING THE COPY.**

5 **(E) (1) “FARM EQUIPMENT” MEANS EQUIPMENT THAT IS USED OR**
6 **INTENDED FOR USE IN A FARM OPERATION.**

7 **(2) “FARM EQUIPMENT” INCLUDES ANY COMBINE, TRACTOR,**
8 **IMPLEMENT, ENGINE, MOTOR, OR ATTACHMENT.**

9 **(3) “FARM EQUIPMENT” DOES NOT INCLUDE A VEHICLE AS DEFINED**
10 **IN § 11-176 OF THE TRANSPORTATION ARTICLE.**

11 **(F) “FARM EQUIPMENT MANUFACTURER” MEANS A BUSINESS ENGAGED IN**
12 **SELLING, LEASING, OR OTHERWISE SUPPLYING NEW FARM EQUIPMENT, OR PARTS**
13 **OF FARM EQUIPMENT, MANUFACTURED BY OR ON BEHALF OF THE MANUFACTURER,**
14 **TO ANOTHER PERSON.**

15 **(G) (1) “INDEPENDENT REPAIR PROVIDER” MEANS A PERSON**
16 **OPERATING IN THE STATE THAT:**

17 **(I) DOES NOT HAVE AN ARRANGEMENT DESCRIBED IN**
18 **SUBSECTION (B)(1) OF THIS SECTION WITH THE ORIGINAL EQUIPMENT**
19 **MANUFACTURER; AND**

20 **(II) IS NOT AFFILIATED WITH A PERSON THAT HAS AN**
21 **ARRANGEMENT DESCRIBED IN SUBSECTION (B)(1) OF THIS SECTION WITH THE**
22 **ORIGINAL EQUIPMENT MANUFACTURER WHEN THE PERSON IS ENGAGED IN THE**
23 **SERVICES OF DIAGNOSIS, MAINTENANCE, OR REPAIR OF FARM EQUIPMENT.**

24 **(2) “INDEPENDENT REPAIR PROVIDER” INCLUDES THE FOLLOWING**
25 **WHEN ENGAGED IN THE SERVICES OF DIAGNOSIS, MAINTENANCE, OR REPAIR OF**
26 **FARM EQUIPMENT THAT IS NOT MANUFACTURED BY OR ON BEHALF OF, OR SOLD OR**
27 **OTHERWISE SUPPLIED BY, THE ORIGINAL EQUIPMENT MANUFACTURER:**

28 **(I) AN ORIGINAL EQUIPMENT MANUFACTURER; AND**

29 **(II) A PERSON THAT:**

30 **1. HAS AN ARRANGEMENT DESCRIBED UNDER**
31 **SUBSECTION (B)(1) OF THIS SECTION WITH AN ORIGINAL EQUIPMENT**
32 **MANUFACTURER; OR**

1 **2. IS AFFILIATED WITH A PERSON THAT HAS AN**
2 **ARRANGEMENT DESCRIBED IN SUBSECTION (B)(1) OF THIS SECTION WITH THE**
3 **ORIGINAL EQUIPMENT MANUFACTURER.**

4 **(H) “PART” MEANS ANY REPLACEMENT PART, EITHER NEW OR USED, MADE**
5 **AVAILABLE BY OR TO AN ORIGINAL EQUIPMENT MANUFACTURER FOR PURPOSES OF**
6 **EFFECTING THE SERVICES OF MAINTENANCE OR REPAIR OF FARM EQUIPMENT**
7 **MANUFACTURED BY OR ON BEHALF OF, SOLD BY, OR OTHERWISE SUPPLIED BY THE**
8 **ORIGINAL EQUIPMENT MANUFACTURER.**

9 **(I) (1) “TOOL” MEANS ANY SOFTWARE PROGRAM, HARDWARE, OR OTHER**
10 **APPARATUS USED FOR DIAGNOSIS, MAINTENANCE, OR REPAIR OF FARM**
11 **EQUIPMENT.**

12 **(2) “TOOL” INCLUDES SOFTWARE OR OTHER MECHANISMS THAT**
13 **PROVISION, PROGRAM, OR PAIR A PART, CALIBRATE FUNCTIONALITY, OR PERFORM**
14 **ANY OTHER FUNCTION REQUIRED TO BRING THE PRODUCT BACK TO FULLY**
15 **FUNCTIONAL CONDITION.**

16 **(J) “TRADE SECRET” HAS THE MEANING STATED IN § 11-1201 OF THIS**
17 **ARTICLE.**

18 **14-4502.**

19 **(A) THIS SUBTITLE APPLIES ONLY TO FARM EQUIPMENT THAT IS SOLD OR**
20 **USED IN THE STATE.**

21 **(B) THIS SUBTITLE MAY NOT BE CONSTRUED TO REQUIRE AN EQUIPMENT**
22 **MANUFACTURER OR AUTHORIZED REPAIR PROVIDER TO:**

23 **(1) DIVULGE A TRADE SECRET TO AN OWNER OR TO AN INDEPENDENT**
24 **REPAIR PROVIDER EXCEPT AS NECESSARY TO PROVIDE DOCUMENTATION, PARTS,**
25 **AND TOOLS ON FAIR AND REASONABLE TERMS; OR**

26 **(2) PROVIDE ACCESS TO DOCUMENTATION THAT DOES NOT SERVE A**
27 **SECURITY RESET, DIAGNOSTIC, SERVICE, OR REPAIR PURPOSE.**

28 **(C) THIS SUBTITLE MAY NOT BE CONSTRUED TO:**

29 **(1) SUBJECT TO SUBSECTION (D) OF THIS SECTION, ALTER THE**
30 **TERMS OF AN ARRANGEMENT DESCRIBED IN § 14-4501(B) OF THIS SUBTITLE IN**
31 **FORCE BETWEEN AN AUTHORIZED REPAIR PROVIDER AND AN ORIGINAL EQUIPMENT**

1 MANUFACTURER, INCLUDING THE PERFORMANCE OR PROVISION OF WARRANTY OR
2 RECALL REPAIR WORK BY AN AUTHORIZED REPAIR PROVIDER ON BEHALF OF AN
3 ORIGINAL EQUIPMENT MANUFACTURER UNDER THE ARRANGEMENT; OR

4 (2) REQUIRE AN ORIGINAL EQUIPMENT MANUFACTURER TO MAKE
5 AVAILABLE A PART THAT IS NO LONGER AVAILABLE TO THE ORIGINAL EQUIPMENT
6 MANUFACTURER.

7 (D) A TERM IN AN ARRANGEMENT DESCRIBED IN § 14-4501(B) OF THIS
8 SUBTITLE BETWEEN AN AUTHORIZED REPAIR PROVIDER AND AN ORIGINAL
9 EQUIPMENT MANUFACTURER THAT PURPORTS TO WAIVE, AVOID, RESTRICT, OR
10 LIMIT THE ORIGINAL EQUIPMENT MANUFACTURER'S OBLIGATIONS TO COMPLY
11 WITH THIS SUBTITLE IS VOID AND UNENFORCEABLE.

12 14-4503.

13 (A) FOR FARM EQUIPMENT, OR PARTS FOR FARM EQUIPMENT,
14 MANUFACTURED BY AN ORIGINAL EQUIPMENT MANUFACTURER OR ON ITS BEHALF,
15 OR SOLD OR OTHERWISE SUPPLIED BY IT, AND SOLD USED IN THE STATE, THE
16 ORIGINAL EQUIPMENT MANUFACTURER SHALL, ON FAIR AND REASONABLE TERMS,
17 MAKE AVAILABLE TO AN INDEPENDENT REPAIR PROVIDER OR OWNER OF THE FARM
18 EQUIPMENT DOCUMENTATION, PARTS, AND TOOLS, INCLUSIVE OF ANY UPDATES,
19 FOR PURPOSES OF DIAGNOSIS, MAINTENANCE, OR REPAIR OF THE FARM
20 EQUIPMENT.

21 (B) (1) SUBJECT TO PARAGRAPH (2) OF THIS SUBSECTION, A FARM
22 EQUIPMENT MANUFACTURER THAT SELLS FARM EQUIPMENT THAT CONTAINS A
23 SECURITY-RELATED FUNCTION SHALL MAKE AVAILABLE TO AN OWNER OR
24 INDEPENDENT REPAIR PROVIDER, ON FAIR AND REASONABLE TERMS, ANY SPECIAL
25 DOCUMENTATION, TOOLS, AND PARTS NEEDED TO RESET THE LOCK OR FUNCTION.

26 (2) IF NECESSARY FOR SECURITY PURPOSES, A FARM EQUIPMENT
27 MANUFACTURER MAY PROVIDE INFORMATION NECESSARY TO RESET AN
28 IMMOBILIZER SYSTEM OR SECURITY-RELATED ELECTRONIC MODULE THROUGH A
29 SECURE DATA RELEASE SYSTEM.

30 (C) ANY PROVISION IN AN AUTHORIZED REPAIR AGREEMENT PURPORTING
31 TO WAIVE, AVOID, OR LIMIT A FARM EQUIPMENT MANUFACTURER'S COMPLIANCE
32 WITH THIS SUBTITLE SHALL BE VOID.

33 14-4504.

34 A FARM EQUIPMENT MANUFACTURER MAY NOT KNOWINGLY MISREPRESENT

1 OR WITHHOLD FARM EQUIPMENT PART NUMBERS FROM A CUSTOMER FOR THE
2 PURPOSE OF PREVENTING THE CUSTOMER FROM SHOPPING FOR A COMPETITIVE
3 PRICE ON A REPLACEMENT PART.

4 14-4505.

5 A VIOLATION OF THIS SUBTITLE IS:

6 (1) AN UNFAIR, ABUSIVE, OR DECEPTIVE TRADE PRACTICE WITHIN
7 THE MEANING OF TITLE 13 OF THIS ARTICLE; AND

8 (2) SUBJECT TO THE ENFORCEMENT AND PENALTY PROVISIONS
9 CONTAINED IN TITLE 13 OF THIS ARTICLE.

10 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be construed to
11 apply only prospectively and may not be applied or interpreted to abrogate, interfere with,
12 contradict, or alter the terms of any contract that is executed between an authorized repair
13 provider and a farm equipment manufacturer before the effective date of this Act.

14 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
15 October 1, 2023.