

# HOUSE BILL 1429

I3, C2, R7

6lr2973

---

By: **Delegates Hornberger, Bouchat, Feldmark, Kaufman, and Solomon**

Introduced and read first time: February 13, 2026

Assigned to: Economic Matters

---

## A BILL ENTITLED

1 AN ACT concerning

2 **Consumer Protection – Right to Repair – Motor Vehicles and Farm Equipment**

3 FOR the purpose of requiring a manufacturer of certain motor vehicles to provide certain  
4 information and tools related to the diagnosis, service, and repair of motor vehicles  
5 to certain owners and independent repair facilities under certain circumstances;  
6 requiring a manufacturer that sells motor vehicles with telematics systems to install  
7 an open data platform in certain motor vehicles; requiring the Division of Consumer  
8 Protection of the Office of the Attorney General to develop a certain document  
9 relating to telematics systems and certain consumer rights; requiring a  
10 manufacturer to give certain consumers a certain document during a certain time in  
11 the purchase of certain motor vehicles; requiring an original equipment  
12 manufacturer to make available certain documentation, updates, or information to  
13 an independent repair provider or owner of farm equipment to allow for the  
14 diagnosis, maintenance, or repair of the farm equipment; prohibiting a farm  
15 equipment manufacturer from knowingly misrepresenting or withholding farm  
16 equipment part numbers from a customer for a certain purpose; and generally  
17 relating to the right to repair motor vehicles and farm equipment.

18 BY repealing and reenacting, with amendments,

19 Article – Commercial Law  
20 Section 13–301(14)(xlvii) and (xlviii)  
21 Annotated Code of Maryland  
22 (2025 Replacement Volume)

23 BY adding to

24 Article – Commercial Law  
25 Section 13–301(14)(xlix) and (l); 14–5101 through 14–5109 to be under the new  
26 subtitle “Subtitle 51. Motor Vehicle Repair”; and 14–5201 through 14–5205 to  
27 be under the new subtitle “Subtitle 52. Farm Equipment Repair”  
28 Annotated Code of Maryland  
29 (2025 Replacement Volume)

---

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 13–301.

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

6 (14) Violation of a provision of:

7 (xlvii) Title 14, Subtitle 50 of this article; [or]

8 (xlviii) Section 13–411.1(c)(2) of the Transportation Article; [or]

9 **(XLIX) TITLE 14, SUBTITLE 51 OF THIS ARTICLE; OR**

10 **(L) TITLE 14, SUBTITLE 52 OF THIS ARTICLE; OR**

11 **SUBTITLE 51. MOTOR VEHICLE REPAIR.**

12 **14–5101.**

13 **(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS**  
14 **INDICATED.**

15 **(B) “DEALER” HAS THE MEANING STATED IN § 11–111 OF THE**  
16 **TRANSPORTATION ARTICLE.**

17 **(C) “FRANCHISE AGREEMENT” MEANS AN ORAL OR WRITTEN**  
18 **ARRANGEMENT IN WHICH:**

19 **(1) A MANUFACTURER GRANTS A LICENSE TO A DEALER TO USE A**  
20 **TRADE NAME, SERVICE MARK, OR RELATED CHARACTERISTIC; AND**

21 **(2) THERE IS A COMMUNITY OF INTEREST IN THE MARKETING OF NEW**  
22 **MOTOR VEHICLES OR RELATED SERVICES AT WHOLESALE, RETAIL, LEASING, OR**  
23 **OTHERWISE.**

24 **(D) “HEAVY–DUTY VEHICLE” MEANS A VEHICLE HAVING A GROSS VEHICLE**  
25 **WEIGHT RATING OF MORE THAN 14,000 POUNDS.**

1           **(E) “IMMOBILIZER SYSTEM” MEANS AN ELECTRONIC DEVICE DESIGNED**  
2 **FOR THE SOLE PURPOSE OF PREVENTING THE THEFT OF A MOTOR VEHICLE BY**  
3 **PREVENTING THE MOTOR VEHICLE IN WHICH IT IS INSTALLED FROM STARTING**  
4 **WITHOUT THE CORRECT ACTIVATION OR AUTHORIZATION CODE.**

5           **(F) (1) “INDEPENDENT REPAIR FACILITY” MEANS A PERSON THAT IS NOT**  
6 **AFFILIATED WITH A MANUFACTURER OR A MANUFACTURER’S AUTHORIZED DEALER**  
7 **THAT DIAGNOSES, SERVICES, MAINTAINS, OR REPAIRS MOTOR VEHICLES OR MOTOR**  
8 **VEHICLE ENGINES.**

9           **(2) “INDEPENDENT REPAIR FACILITY” INCLUDES A DEALER WHEN**  
10 **THE DEALER DIAGNOSES, SERVICES, MAINTAINS, OR REPAIRS MOTOR VEHICLES OR**  
11 **MOTOR VEHICLE ENGINES THAT ARE NOT AFFILIATED WITH THE DEALER’S**  
12 **FRANCHISE MANUFACTURER.**

13           **(G) “MANUFACTURER” HAS THE MEANING STATED IN § 11-132 OF THE**  
14 **TRANSPORTATION ARTICLE.**

15           **(H) “MOTOR VEHICLE” HAS THE MEANING STATED IN § 11-135 OF THE**  
16 **TRANSPORTATION ARTICLE.**

17           **(I) “OWNER” MEANS A PERSON THAT OWNS OR LEASES A MOTOR VEHICLE**  
18 **REGISTERED IN THE STATE.**

19           **(J) (1) “TELEMATICS INFORMATION” MEANS INFORMATION GENERATED**  
20 **AND COLLECTED BY THE OPERATION OF THE VEHICLE AND TRANSMITTED BY USING**  
21 **WIRELESS COMMUNICATIONS TO A REMOTE RECEIVING POINT WHERE THE**  
22 **INFORMATION IS STORED.**

23           **(2) “TELEMATICS INFORMATION” INCLUDES:**

24                   **(I) REMOTE DIAGNOSTICS INFORMATION;**

25                   **(II) AUTOMATIC AIRBAG DEPLOYMENT AND CRASH**  
26 **NOTIFICATIONS;**

27                   **(III) STOLEN VEHICLE LOCATIONS;**

28                   **(IV) NAVIGATION INFORMATION;**

29                   **(V) REMOTE DOOR UNLOCK;**

1 (VI) TRANSMISSION OF EMERGENCY AND VEHICLE LOCATION  
2 INFORMATION TO PUBLIC SAFETY ANSWERING POINTS; AND

3 (VII) ANY OTHER SERVICE INTEGRATING VEHICLE LOCATION  
4 TECHNOLOGY AND WIRELESS COMMUNICATIONS.

5 (K) "TELEMATICS SYSTEM" MEANS A TELEMATICS SERVICE OR OTHER  
6 REMOTE OR INFORMATION SERVICE DELIVERED TO OR DERIVED FROM A MOTOR  
7 VEHICLE BY WIRELESS COMMUNICATIONS.

8 14-5102.

9 FOR PURPOSES OF THIS SUBTITLE, WHEN DECIDING WHETHER AN OFFER TO  
10 PURCHASE INFORMATION OR TOOLS UNDER THIS SUBTITLE IS GIVEN ON "FAIR AND  
11 REASONABLE TERMS", CONSIDERATION MAY BE GIVEN TO THE FOLLOWING  
12 FACTORS:

13 (1) THE NET COST TO A MANUFACTURER-FRANCHISED DEALERSHIP  
14 FOR SIMILAR INFORMATION OBTAINED FROM MANUFACTURERS, MINUS ANY  
15 DISCOUNTS, REBATES, OR OTHER INCENTIVE PROGRAMS;

16 (2) THE COST TO A MANUFACTURER FOR PREPARING AND  
17 DISTRIBUTING THE INFORMATION;

18 (3) THE PRICE CHARGED BY OTHER MANUFACTURERS FOR SIMILAR  
19 INFORMATION;

20 (4) THE ABILITY OF AFTERMARKET TECHNICIANS TO AFFORD THE  
21 INFORMATION;

22 (5) THE MEANS BY WHICH THE INFORMATION IS DISTRIBUTED;

23 (6) THE EXTENT TO WHICH THE INFORMATION IS USED, INCLUDING  
24 THE NUMBER OF USERS AND THE FREQUENCY, DURATION, AND VOLUME OF USE;  
25 AND

26 (7) INFLATION.

27 14-5103.

28 (A) THIS SUBTITLE MAY NOT BE CONSTRUED TO REQUIRE A  
29 MANUFACTURER TO DIVULGE A TRADE SECRET, AS DEFINED IN § 11-1201 OF THIS  
30 ARTICLE.



1           **(D) (1) EXCEPT AS PROVIDED IN PARAGRAPH (2) OF THIS SUBSECTION, A**  
2 **MANUFACTURER MAY NOT REQUIRE A DEALER TO PURCHASE DIAGNOSTIC,**  
3 **SERVICE, OR REPAIR INFORMATION IN A PROPRIETARY FORMAT IF THE**  
4 **MANUFACTURER SELLS DIAGNOSTIC, SERVICE, OR REPAIR INFORMATION TO AN**  
5 **INDEPENDENT REPAIR FACILITY OR OTHER THIRD-PARTY PROVIDER:**

6                   **(I) IN A FORMAT THAT IS STANDARDIZED WITH OTHER**  
7 **MANUFACTURERS; AND**

8                   **(II) ON TERMS AND CONDITIONS MORE FAVORABLE THAN THE**  
9 **MANNER AND THE TERMS AND CONDITIONS UNDER WHICH A DEALER OBTAINS THE**  
10 **SAME DIAGNOSTIC, SERVICE, OR REPAIR INFORMATION.**

11           **(2) A MANUFACTURER MAY REQUIRE A DEALER TO PURCHASE**  
12 **DIAGNOSTIC, SERVICE, OR REPAIR INFORMATION IN A PROPRIETARY FORMAT IF**  
13 **THE PROPRIETARY FORMAT INCLUDES DIAGNOSTIC, SERVICE, REPAIR, OR**  
14 **DEALERSHIP OPERATIONS INFORMATION OR FUNCTIONALITY THAT IS NOT**  
15 **AVAILABLE IN THE STANDARDIZED FORMAT.**

16           **(E) (1) A MANUFACTURER MAY EXCLUDE DIAGNOSTIC, SERVICE, AND**  
17 **REPAIR INFORMATION NECESSARY TO RESET AN IMMOBILIZER SYSTEM OR**  
18 **SECURITY-RELATED ELECTRONIC MODULES FROM INFORMATION PROVIDED TO**  
19 **OWNERS AND INDEPENDENT REPAIR FACILITIES.**

20           **(2) IF A MANUFACTURER EXCLUDES INFORMATION IN ACCORDANCE**  
21 **WITH PARAGRAPH (1) OF THIS SUBSECTION, AN OWNER OR INDEPENDENT REPAIR**  
22 **FACILITY MAY OBTAIN THE INFORMATION THROUGH THE NATIONAL AUTOMOTIVE**  
23 **SERVICE TASK FORCE OR ANY OTHER RELIABLE AND ACCEPTED SYSTEM.**

24 **14-5105.**

25           **(A) (1) FOR MODEL YEAR 2002 MOTOR VEHICLES AND EACH MODEL YEAR**  
26 **THEREAFTER AND FOR MODEL YEAR 2013 HEAVY-DUTY VEHICLES AND EACH**  
27 **MODEL YEAR THEREAFTER, A MANUFACTURER SHALL MAKE AVAILABLE FOR**  
28 **PURCHASE BY OWNERS AND INDEPENDENT REPAIR FACILITIES ALL DIAGNOSTIC**  
29 **REPAIR TOOLS INCORPORATING THE SAME DIAGNOSTIC, REPAIR, AND WIRELESS**  
30 **CAPABILITIES THAT THE MANUFACTURER MAKES AVAILABLE TO THE**  
31 **MANUFACTURER'S DEALERS.**

32           **(2) THE TOOLS UNDER PARAGRAPH (1) OF THIS SUBSECTION SHALL**  
33 **INCORPORATE THE SAME FUNCTIONAL REPAIR CAPABILITIES THAT THE**  
34 **MANUFACTURER MAKES AVAILABLE TO DEALERS.**

1           **(3) A MANUFACTURER SHALL OFFER THE TOOLS FOR SALE TO**  
2 **OWNERS AND TO INDEPENDENT REPAIR FACILITIES ON FAIR AND REASONABLE**  
3 **TERMS.**

4           **(B) (1) IF A MANUFACTURER SELLS DIAGNOSTIC TOOLS OR**  
5 **INFORMATION NECESSARY TO DIAGNOSE, SERVICE, OR REPAIR A MOTOR VEHICLE**  
6 **TO AN INDEPENDENT REPAIR FACILITY ON TERMS THAT ARE MORE FAVORABLE**  
7 **THAN THE TERMS AND CONDITIONS THAT ARE OFFERED TO A DEALER FOR THE SAME**  
8 **DIAGNOSTIC TOOLS OR INFORMATION, THE MANUFACTURER SHALL OFFER THE**  
9 **DIAGNOSTIC TOOLS OR INFORMATION TO THE DEALER IN THE SAME MANNER AND**  
10 **ON THE SAME TERMS AND CONDITIONS AS PROVIDED TO THE INDEPENDENT REPAIR**  
11 **FACILITY.**

12           **(2) (I) EXCEPT AS PROVIDED IN SUBPARAGRAPH (II) OF THIS**  
13 **PARAGRAPH, A MANUFACTURER MAY NOT REQUIRE A DEALER TO PURCHASE A**  
14 **PROPRIETARY TOOL AND INTERFACE IF:**

15                   **1. THE MANUFACTURER SELLS DIAGNOSTIC TOOLS**  
16 **NECESSARY TO DIAGNOSE, SERVICE, OR REPAIR A MOTOR VEHICLE TO**  
17 **INDEPENDENT REPAIR FACILITIES; AND**

18                   **2. THE DIAGNOSTIC TOOL COMMUNICATES WITH THE**  
19 **VEHICLE USING THE SAME NONPROPRIETARY INTERFACE USED BY OTHER**  
20 **MANUFACTURERS.**

21                   **(II) A MANUFACTURER MAY REQUIRE A DEALER TO PURCHASE**  
22 **A PROPRIETARY TOOL AND INTERFACE IF THE PROPRIETARY INTERFACE HAS A**  
23 **CAPABILITY THAT IS NOT AVAILABLE IN THE NONPROPRIETARY INTERFACE.**

24           **(C) (1) A MANUFACTURER SHALL PROVIDE DIAGNOSTIC REPAIR**  
25 **INFORMATION TO AFTERMARKET SCAN TOOL COMPANIES AND THIRD-PARTY**  
26 **SERVICE INFORMATION PROVIDERS WITH WHOM THE MANUFACTURER HAS A**  
27 **LICENSING, CONTRACTUAL, OR CONFIDENTIALITY AGREEMENT FOR THE SOLE**  
28 **PURPOSE OF BUILDING AFTERMARKET DIAGNOSTIC TOOLS AND THIRD-PARTY**  
29 **SERVICE INFORMATION PUBLICATIONS AND SYSTEMS.**

30           **(2) A MANUFACTURER THAT COMPLIES WITH THE REQUIREMENTS OF**  
31 **PARAGRAPH (1) OF THIS SUBSECTION IS NOT RESPONSIBLE FOR THE CONTENT AND**  
32 **FUNCTIONALITY OF AFTERMARKET DIAGNOSTIC TOOLS OR SERVICE INFORMATION**  
33 **SYSTEMS.**

34 **14-5106.**

1           **(A) THIS SECTION DOES NOT APPLY TO A HEAVY-DUTY VEHICLE BUILT TO**  
2 **CUSTOM SPECIFICATIONS SOLD FOR COMMERCIAL PURPOSES.**

3           **(B) BEGINNING IN MODEL YEAR 2018, EXCEPT AS PROVIDED IN §**  
4 **14-5104(E) OF THIS SUBTITLE, A MANUFACTURER SHALL PROVIDE ACCESS TO:**

5           **(1) THE MANUFACTURER'S ONBOARD DIAGNOSTIC AND REPAIR**  
6 **INFORMATION SYSTEM USING AN OFF-THE-SHELF PERSONAL COMPUTER WITH**  
7 **SUFFICIENT MEMORY, PROCESSOR SPEED, CONNECTIVITY, AND OTHER**  
8 **CAPABILITIES AS SPECIFIED BY THE VEHICLE MANUFACTURER; AND**

9           **(2) ONE OF THE FOLLOWING:**

10           **(I) A NONPROPRIETARY VEHICLE INTERFACE DEVICE THAT**  
11 **COMPLIES WITH:**

12                           **1. THE SOCIETY OF AUTOMOTIVE ENGINEERS**  
13 **STANDARD J2534;**

14                           **2. THE SOCIETY OF AUTOMOTIVE ENGINEERS**  
15 **STANDARD J1939;**

16                           **3. THE INTERNATIONAL ORGANIZATION FOR**  
17 **STANDARDIZATION STANDARD 22900; OR**

18                           **4. ANY SUCCESSOR TO THE STANDARDS LISTED IN**  
19 **ITEMS 1 THROUGH 3 OF THIS ITEM AS ACCEPTED OR PUBLISHED BY THE SOCIETY**  
20 **OF AUTOMOTIVE ENGINEERS OR THE INTERNATIONAL ORGANIZATION FOR**  
21 **STANDARDIZATION;**

22           **(II) AN ONBOARD DIAGNOSTIC AND REPAIR INFORMATION**  
23 **SYSTEM INTEGRATED AND ENTIRELY SELF-CONTAINED WITHIN THE VEHICLE,**  
24 **INCLUDING SERVICE INFORMATION SYSTEMS INTEGRATED INTO AN ONBOARD**  
25 **DISPLAY; OR**

26           **(III) A SYSTEM THAT PROVIDES DIRECT ACCESS TO ONBOARD**  
27 **DIAGNOSTIC AND REPAIR INFORMATION THROUGH A NONPROPRIETARY VEHICLE**  
28 **INTERFACE, SUCH AS ETHERNET, UNIVERSAL SERIAL BUS, OR DIGITAL VERSATILE**  
29 **DISC.**

30           **(C) A MANUFACTURER SHALL PROVIDE OWNERS AND INDEPENDENT**  
31 **REPAIR FACILITIES WITH THE SAME ACCESS TO ONBOARD DIAGNOSTIC AND REPAIR**

1 INFORMATION THAT IS AVAILABLE TO THE MANUFACTURER'S DEALERS, INCLUDING  
2 TECHNICAL UPDATES TO THE ONBOARD SYSTEMS, THROUGH THE  
3 NONPROPRIETARY VEHICLE INTERFACES UNDER SUBSECTION (B)(2)(I) OF THIS  
4 SECTION.

5 (D) THIS SUBTITLE MAY NOT BE CONSTRUED TO REQUIRE A DEALER TO USE  
6 A NONPROPRIETARY VEHICLE INTERFACE SPECIFIED IN THIS SECTION OR TO  
7 PREVENT A MANUFACTURER FROM DEVELOPING A PROPRIETARY VEHICLE  
8 DIAGNOSTIC AND REPROGRAMMING DEVICE IF THE MANUFACTURER:

9 (1) COMPLIES WITH THIS SECTION;

10 (2) MAKES THE DEVICE AVAILABLE TO OWNERS AND INDEPENDENT  
11 REPAIR FACILITIES ON FAIR AND REASONABLE TERMS; AND

12 (3) OTHERWISE COMPLIES WITH § 14-5104 OF THIS SUBTITLE.

13 (E) A MANUFACTURER MAY NOT BE PROHIBITED FROM MAKING  
14 PROPRIETARY TOOLS AVAILABLE TO DEALERS IF THE TOOLS ARE:

15 (1) FOR A SPECIFIC SPECIALIZED DIAGNOSTIC OR REPAIR  
16 PROCEDURE DEVELOPED FOR THE SOLE PURPOSE OF A CUSTOMER SERVICE  
17 CAMPAIGN MEETING THE REQUIREMENTS SET OUT IN 49 C.F.R. § 579.5; OR

18 (2) FOR THE PERFORMANCE OF A SPECIFIC TECHNICAL SERVICE  
19 BULLETIN OR RECALL:

20 (I) AFTER THE MOTOR VEHICLE WAS PRODUCED; AND

21 (II) WHERE THE ORIGINAL MOTOR VEHICLE DESIGN WAS NOT  
22 ORIGINALLY INTENDED FOR DIRECT INTERFACE THROUGH A NONPROPRIETARY  
23 INTERFACE SET OUT UNDER SUBSECTION (B)(2)(I) OF THIS SECTION.

24 (F) IF A PROPRIETARY TOOL IS AVAILABLE TO THE AFTERMARKET ON FAIR  
25 AND REASONABLE TERMS, PROVISION OF A PROPRIETARY TOOL UNDER THIS  
26 SECTION IS NOT A VIOLATION OF THIS SUBTITLE EVEN IF THE TOOLS PROVIDE  
27 FUNCTIONS NOT AVAILABLE THROUGH A NONPROPRIETARY VEHICLE INTERFACE  
28 SET FORTH UNDER SUBSECTION (B)(2)(I) OF THIS SECTION.

29 (G) NOTHING IN THIS SECTION AUTHORIZES A MANUFACTURER TO  
30 EXCLUSIVELY DEVELOP PROPRIETARY TOOLS, WITHOUT A NONPROPRIETARY  
31 EQUIVALENT, FOR DIAGNOSTIC OR REPAIR PROCEDURES THAT FALL OUTSIDE THE

1 PROVISIONS OF THIS SECTION OR TO OTHERWISE OPERATE IN A MANNER  
2 INCONSISTENT WITH SUBSECTION (B)(2)(I) OF THIS SECTION.

3 14-5107.

4 (A) A MANUFACTURER THAT SELLS MOTOR VEHICLES EQUIPPED WITH A  
5 TELEMATICS SYSTEM SHALL INSTALL AN OPEN DATA PLATFORM IN EACH MOTOR  
6 VEHICLE WITH A TELEMATICS SYSTEM BEGINNING WITH MODEL YEAR 2025.

7 (B) A TELEMATICS SYSTEM INSTALLED UNDER THIS SECTION SHALL BE:

8 (1) STANDARDIZED ACROSS ALL MAKES AND MODELS OF MOTOR  
9 VEHICLES; AND

10 (2) INSTALLED BY AN INDEPENDENT THIRD-PARTY PROVIDER.

11 (C) AN OWNER SHALL BE ABLE TO:

12 (1) EASILY ACCESS THE INFORMATION IN THE TELEMATICS SYSTEM;  
13 AND

14 (2) EASILY GIVE CONSENT TO AN INDEPENDENT REPAIR FACILITY TO:

15 (I) ACCESS THE TELEMATICS INFORMATION; AND

16 (II) SEND COMMANDS TO THE MOTOR VEHICLE'S SYSTEM FOR  
17 DIAGNOSTIC TESTING, REPAIR, OR MAINTENANCE.

18 14-5108.

19 (A) THE DIVISION SHALL DEVELOP A DOCUMENT THAT EXPLAINS:

20 (1) WHAT A TELEMATICS SYSTEM IS; AND

21 (2) AN OWNER'S RIGHTS RELATING TO:

22 (I) A TELEMATICS SYSTEM; AND

23 (II) ACCESS TO INFORMATION AND TOOLS RELATING TO THE  
24 OWNER'S MOTOR VEHICLE.

25 (B) A MOTOR VEHICLE DEALER SHALL GIVE A CONSUMER WHO BUYS A  
26 MOTOR VEHICLE WITH A TELEMATICS SYSTEM THE DOCUMENT DEVELOPED UNDER

1 SUBSECTION (A) OF THIS SECTION AT THE TIME OF THE PURCHASE OF THE MOTOR  
2 VEHICLE.

3 14-5109.

4 (A) SUBJECT TO SUBSECTION (C) OF THIS SECTION, A VIOLATION OF THIS  
5 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 (B) (1) AN INDEPENDENT REPAIR FACILITY OR OWNER THAT BELIEVES  
11 THAT A MANUFACTURER HAS FAILED TO PROVIDE INFORMATION OR A TOOL  
12 REQUIRED BY THIS SUBTITLE SHALL NOTIFY THE MANUFACTURER, IN WRITING,  
13 THROUGH THE NATIONAL AUTOMOTIVE SERVICE TASK FORCE SERVICE  
14 INFORMATION REQUEST PROCESS.

15 (2) IF A MANUFACTURER IS NOTIFIED IN ACCORDANCE WITH  
16 PARAGRAPH (1) OF THIS SUBSECTION, THE MANUFACTURER MAY CURE THE  
17 FAILURE WITHIN 30 DAYS AFTER THE TIME THE MANUFACTURER RECEIVES THE  
18 COMPLAINT TO CURE THE FAILURE.

19 (3) IF THE MANUFACTURER CURES THE FAILURE WITHIN THE CURE  
20 PERIOD DESCRIBED IN PARAGRAPH (2) OF THIS SUBSECTION, DAMAGES SHALL BE  
21 LIMITED TO ACTUAL DAMAGES IN ANY SUBSEQUENT LITIGATION IN ACCORDANCE  
22 WITH TITLE 13 OF THIS ARTICLE.

23 (C) (1) IF A MANUFACTURER FAILS TO RESPOND TO THE NOTICE  
24 PROVIDED IN ACCORDANCE WITH SUBSECTION (B) OF THIS SECTION, OR IF AN  
25 OWNER OR INDEPENDENT REPAIR FACILITY IS NOT SATISFIED WITH THE  
26 MANUFACTURER'S CURE, THE INDEPENDENT REPAIR FACILITY OR OWNER MAY  
27 BRING AN ACTION AGAINST THE MANUFACTURER IN ACCORDANCE WITH § 13-408  
28 OF THIS ARTICLE.

29 (2) A COMPLAINT FILED IN ACCORDANCE WITH PARAGRAPH (1) OF  
30 THIS SUBSECTION SHALL INCLUDE:

31 (I) WRITTEN CONFIRMATION THAT THE OWNER OR  
32 INDEPENDENT REPAIR FACILITY VISITED THE MANUFACTURER'S WEBSITE AND  
33 ATTEMPTED TO EFFECT A PROPER REPAIR USING INFORMATION PROVIDED ON THE

1 WEBSITE, INCLUDING COMMUNICATION WITH CUSTOMER ASSISTANCE THROUGH  
2 THE MANUFACTURER'S TOLL-FREE CALL-IN ASSISTANCE, IF MADE AVAILABLE BY  
3 THE MANUFACTURER;

4 (II) WRITTEN CONFIRMATION THAT THE OWNER OR  
5 INDEPENDENT REPAIR FACILITY OBTAINED AND USED THE RELEVANT  
6 MANUFACTURER'S SCAN OR DIAGNOSTIC TOOL NECESSARY FOR THE REPAIR; AND

7 (III) EVIDENCE THAT THE MANUFACTURER WAS NOTIFIED IN  
8 ACCORDANCE WITH SUBSECTION (B) OF THIS SECTION.

9 (D) A DEALER MAY EXERCISE THE RIGHTS AND REMEDIES PROVIDED IN  
10 THIS SUBTITLE, INCLUDING EXERCISING THE RIGHTS AND REMEDIES AUTHORIZED  
11 FOR AN INDEPENDENT REPAIR FACILITY.

12 **SUBTITLE 52. FARM EQUIPMENT REPAIR.**

13 **14-5201.**

14 (A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS  
15 INDICATED.

16 (B) (1) "AUTHORIZED REPAIR PROVIDER" MEANS A PERSON THAT IS  
17 UNAFFILIATED WITH THE ORIGINAL EQUIPMENT MANUFACTURER AND THAT HAS:

18 (I) AN ARRANGEMENT WITH THE ORIGINAL EQUIPMENT  
19 MANUFACTURER UNDER WHICH THE ORIGINAL EQUIPMENT MANUFACTURER  
20 GRANTS TO THE PERSON A LICENSE TO USE A TRADE NAME, SERVICE MARK, OR  
21 OTHER PROPRIETARY IDENTIFIER FOR THE PURPOSES OF OFFERING THE SERVICES  
22 OF DIAGNOSIS, MAINTENANCE, OR REPAIR OF FARM EQUIPMENT UNDER THE NAME  
23 OF THE ORIGINAL EQUIPMENT MANUFACTURER; OR

24 (II) ANOTHER ARRANGEMENT WITH THE ORIGINAL EQUIPMENT  
25 MANUFACTURER TO OFFER THE SERVICES OF DIAGNOSIS, MAINTENANCE, OR  
26 REPAIR ON BEHALF OF THE ORIGINAL EQUIPMENT MANUFACTURER.

27 (2) "AUTHORIZED REPAIR PROVIDER" INCLUDES AN ORIGINAL  
28 EQUIPMENT MANUFACTURER THAT:

29 (I) OFFERS THE SERVICES OF DIAGNOSIS, MAINTENANCE, OR  
30 REPAIR OF FARM EQUIPMENT MANUFACTURED BY THE ORIGINAL EQUIPMENT  
31 MANUFACTURER OR ON ITS BEHALF, OR SOLD OR OTHERWISE SUPPLIED BY THE  
32 ORIGINAL EQUIPMENT MANUFACTURER; AND

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

3 (C) "DOCUMENTATION" MEANS ANY MANUAL, DIAGRAM, REPORTING  
4 OUTPUT, SERVICE CODE DESCRIPTION, SCHEMATIC, OR OTHER INFORMATION USED  
5 IN EFFECTING THE SERVICES OF DIAGNOSIS, MAINTENANCE, OR REPAIR OF FARM  
6 EQUIPMENT.

7 (D) (1) "FAIR AND REASONABLE TERMS" MEANS COSTS AND TERMS THAT  
8 ARE EQUIVALENT TO THE MOST FAVORABLE COSTS AND TERMS UNDER WHICH THE  
9 ORIGINAL EQUIPMENT MANUFACTURER OFFERS THE PART, TOOL, OR  
10 DOCUMENTATION TO AN AUTHORIZED REPAIR PROVIDER:

11 (I) ACCOUNTING FOR:

12 1. ANY DISCOUNT, REBATE, OR CONVENIENT AND  
13 TIMELY MEANS OF DELIVERY;

14 2. MEANS OF ENABLING FULLY RESTORED AND  
15 UPDATED FUNCTIONALITY, RIGHTS OF USE, OR OTHER INCENTIVE OR PREFERENCE  
16 THE ORIGINAL EQUIPMENT MANUFACTURER OFFERS TO AN AUTHORIZED REPAIR  
17 PROVIDER; OR

18 3. ANY ADDITIONAL COST, BURDEN, OR IMPEDIMENT  
19 THE ORIGINAL EQUIPMENT MANUFACTURER IMPOSES ON AN OWNER OR  
20 INDEPENDENT REPAIR PROVIDER; AND

21 (II) NOT CONDITIONED ON HAVING AN ARRANGEMENT  
22 DESCRIBED IN SUBSECTION (B)(1) OF THIS SECTION WITH AN ORIGINAL EQUIPMENT  
23 MANUFACTURER.

24 (2) "FAIR AND REASONABLE TERMS" INCLUDES ANY RELEVANT  
25 UPDATES TO DOCUMENTATION AT NO CHARGE OR, IF THE DOCUMENTATION IS  
26 REQUESTED IN PHYSICAL PRINTED FORM, A CHARGE THAT IS LIMITED TO THE  
27 REASONABLE ACTUAL COSTS OF PREPARING AND SENDING THE COPY.

28 (E) (1) "FARM EQUIPMENT" MEANS EQUIPMENT THAT IS USED OR  
29 INTENDED FOR USE IN A FARM OPERATION.

30 (2) "FARM EQUIPMENT" INCLUDES ANY COMBINE, TRACTOR,  
31 IMPLEMENT, ENGINE, MOTOR, OR ATTACHMENT.

1           **(3) "FARM EQUIPMENT" DOES NOT INCLUDE A VEHICLE AS DEFINED**  
2 **IN § 11-176 OF THE TRANSPORTATION ARTICLE.**

3           **(F) "FARM EQUIPMENT MANUFACTURER" MEANS A BUSINESS ENGAGED IN**  
4 **SELLING, LEASING, OR OTHERWISE SUPPLYING NEW FARM EQUIPMENT, OR PARTS**  
5 **OF FARM EQUIPMENT, MANUFACTURED BY OR ON BEHALF OF THE MANUFACTURER,**  
6 **TO ANOTHER PERSON.**

7           **(G) (1) "INDEPENDENT REPAIR PROVIDER" MEANS A PERSON**  
8 **OPERATING IN THE STATE THAT:**

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

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

16           **(2) "INDEPENDENT REPAIR PROVIDER" INCLUDES THE FOLLOWING**  
17 **WHEN ENGAGED IN THE SERVICES OF DIAGNOSIS, MAINTENANCE, OR REPAIR OF**  
18 **FARM EQUIPMENT THAT IS NOT MANUFACTURED BY OR ON BEHALF OF, OR SOLD OR**  
19 **OTHERWISE SUPPLIED BY, THE ORIGINAL EQUIPMENT MANUFACTURER:**

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

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

22                           **1. HAS AN ARRANGEMENT DESCRIBED UNDER**  
23 **SUBSECTION (B)(1) OF THIS SECTION WITH AN ORIGINAL EQUIPMENT**  
24 **MANUFACTURER; OR**

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

28           **(H) "PART" MEANS ANY REPLACEMENT PART, EITHER NEW OR USED, MADE**  
29 **AVAILABLE BY OR TO AN ORIGINAL EQUIPMENT MANUFACTURER FOR PURPOSES OF**  
30 **EFFECTING THE SERVICES OF MAINTENANCE OR REPAIR OF FARM EQUIPMENT**  
31 **MANUFACTURED BY OR ON BEHALF OF, SOLD BY, OR OTHERWISE SUPPLIED BY THE**  
32 **ORIGINAL EQUIPMENT MANUFACTURER.**

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

4           **(2) “TOOL” INCLUDES SOFTWARE OR OTHER MECHANISMS THAT**  
5 **PROVISION, PROGRAM, OR PART, CALIBRATE FUNCTIONALITY, OR PERFORM**  
6 **ANY OTHER FUNCTION REQUIRED TO BRING THE PRODUCT BACK TO FULLY**  
7 **FUNCTIONAL CONDITION.**

8 **14-5202.**

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

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

13           **(1) DIVULGE A TRADE SECRET, AS DEFINED IN § 11-1201 OF THIS**  
14 **ARTICLE, TO AN OWNER OR TO AN INDEPENDENT REPAIR PROVIDER EXCEPT AS**  
15 **NECESSARY TO PROVIDE DOCUMENTATION, PARTS, AND TOOLS ON FAIR AND**  
16 **REASONABLE TERMS; OR**

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

19           **(C) THIS SUBTITLE MAY NOT BE CONSTRUED TO REQUIRE AN ORIGINAL**  
20 **EQUIPMENT MANUFACTURER TO MAKE AVAILABLE A PART THAT IS NO LONGER**  
21 **AVAILABLE TO THE ORIGINAL EQUIPMENT MANUFACTURER.**

22           **(D) A TERM IN AN ARRANGEMENT DESCRIBED IN § 14-5201(B) OF THIS**  
23 **SUBTITLE BETWEEN AN AUTHORIZED REPAIR PROVIDER AND AN ORIGINAL**  
24 **EQUIPMENT MANUFACTURER THAT PURPORTS TO WAIVE, AVOID, RESTRICT, OR**  
25 **LIMIT THE ORIGINAL EQUIPMENT MANUFACTURER’S OBLIGATIONS TO COMPLY**  
26 **WITH THIS SUBTITLE IS VOID AND UNENFORCEABLE.**

27 **14-5203.**

28           **(A) FOR FARM EQUIPMENT, OR PARTS FOR FARM EQUIPMENT,**  
29 **MANUFACTURED BY AN ORIGINAL EQUIPMENT MANUFACTURER OR ON ITS BEHALF,**  
30 **OR SOLD OR OTHERWISE SUPPLIED BY IT, AND SOLD USED IN THE STATE, THE**  
31 **ORIGINAL EQUIPMENT MANUFACTURER SHALL, ON FAIR AND REASONABLE TERMS,**  
32 **MAKE AVAILABLE TO AN INDEPENDENT REPAIR PROVIDER OR OWNER OF THE FARM**  
33 **EQUIPMENT DOCUMENTATION, PARTS, AND TOOLS, INCLUSIVE OF ANY UPDATES,**

1 FOR PURPOSES OF DIAGNOSIS, MAINTENANCE, OR REPAIR OF THE FARM  
2 EQUIPMENT.

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

8 (2) IF NECESSARY FOR SECURITY PURPOSES, A FARM EQUIPMENT  
9 MANUFACTURER MAY PROVIDE INFORMATION NECESSARY TO RESET AN  
10 IMMOBILIZER SYSTEM OR SECURITY-RELATED ELECTRONIC MODULE THROUGH A  
11 SECURE DATA RELEASE SYSTEM.

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

15 14-5204.

16 A FARM EQUIPMENT MANUFACTURER MAY NOT KNOWINGLY MISREPRESENT  
17 OR WITHHOLD FARM EQUIPMENT PART NUMBERS FROM A CUSTOMER FOR THE  
18 PURPOSE OF PREVENTING THE CUSTOMER FROM SHOPPING FOR A COMPETITIVE  
19 PRICE ON A REPLACEMENT PART.

20 14-5205.

21 A VIOLATION OF THIS SUBTITLE IS:

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

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

26 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be construed to  
27 apply only prospectively and may not be applied or interpreted to abrogate, interfere with,  
28 contradict, or alter the terms of any contract formed before the effective date of this Act.

29 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect  
30 October 1, 2026.