

STATE OF NEW YORK

4500

2025-2026 Regular Sessions

IN SENATE

February 6, 2025

Introduced by Sen. FAHY -- read twice and ordered printed, and when printed to be committed to the Committee on Consumer Protection

AN ACT to amend the general business law, in relation to enacting the "consumer wheelchair repair bill of rights act"

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Short title. This act shall be known and may be cited as
2 the "consumer wheelchair repair bill of rights act".

3 § 2. Article 32 and section 670 of the general business law, as
4 amended by chapter 219 of the laws of 2006, are renumbered article 32-A
5 and section 676 and a new section 677 is added to read as follows:

6 § 677. Right to repair wheelchairs. 1. For the purposes of this
7 section, the following terms shall have the following meanings:

8 (a) (i) "Authorized repair provider" means a person that is unaffili-
9 ated with a manufacturer other than through an arrangement with such
10 manufacturer, whether for a definite or an indefinite period, in which
11 such manufacturer, for the purpose of offering to provide services to an
12 equipment owner regarding the owner's equipment or a part, grants such
13 person:

14 (1) a license to use a trade name, service mark, or other proprietary
15 identifier; or

16 (2) authorization under any other arrangement to act on behalf of such
17 manufacturer.

18 (ii) "Authorized repair provider" includes, but is not limited to, a
19 manufacturer that offers to provide services to an owner of such
20 manufacturer's equipment regarding such owner's equipment or a part if
21 such manufacturer does not have an arrangement with an unaffiliated
22 person, as described in subparagraph (i) of this subdivision.

23 (b) "Documentation" means a manual; diagram, including a schematic
24 diagram; reporting output; service code description; or similar type of
25 information, whether in an electronic or tangible format, that a

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

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1 manufacturer provides to an authorized repair provider for purposes of
2 assisting such authorized repair provider with services performed on
3 such manufacturer's equipment or a part.

4 (c) "Embedded software" means programmable instructions provided on
5 firmware delivered with an electronic component of equipment or with any
6 part for the purpose of restoring or improving operation of such equip-
7 ment or part; and shall include but not be limited to all relevant
8 patches and fixes that the manufacturer makes to equipment or to any
9 part for the purpose of restoring or improving such equipment or part.

10 (d) "Equipment" means a powered wheelchair.

11 (e) (i) "Fair and reasonable costs" with respect to obtaining documen-
12 tation, parts, embedded software, firmware, or tools from a manufacturer
13 to provide services, means terms that are equivalent to the most favora-
14 ble terms that such manufacturer offers to an authorized repair provider
15 and costs that are no greater than such manufacturer's suggested retail
16 price. Costs considered under this subparagraph shall be calculated
17 using net costs incurred, accounting for any discounts, rebates, or
18 incentives offered.

19 (ii) With respect to documentation, "fair and reasonable terms and
20 costs" means that the manufacturer provides such documentation, includ-
21 ing any relevant updates to such documentation, at no charge; except
22 that such manufacturer may charge a fee for a printed copy of such
23 documentation if the amount of such fee covers only such manufacturer's
24 actual cost to prepare and send such printed copy of such documentation.

25 (iii) With respect to tools that are software programs, "fair and
26 reasonable terms and costs" means that the manufacturer provides such
27 tools that are software programs:

28 (1) at no charge and without requiring authorization or internet
29 access or otherwise imposing impediments to access or use;

30 (2) in the course of effectuating the diagnosis, maintenance, or
31 repair and enabling the full functionality of the equipment or part; and

32 (3) in a manner that does not impair the efficient and cost-effective
33 performance of the equipment or part.

34 (f) "Firmware" means a software program or set of instructions
35 programmed on equipment or a part to allow such equipment or part to
36 communicate with itself or with other computer hardware.

37 (g) (i) "Independent repair provider", except as otherwise provided in
38 subparagraph (ii) of this paragraph, means a person in the state that
39 is:

40 (1) neither a manufacturer's authorized repair provider nor affiliated
41 with a manufacturer's authorized repair provider; and

42 (2) engaged in offering or providing services.

43 (ii) "Independent repair provider" means:

44 (1) an authorized repair provider if such authorized repair provider
45 is offering or providing services for a manufacturer other than a
46 manufacturer with which such authorized repair provider has an arrange-
47 ment described in paragraph (a) of this subdivision; or

48 (2) a manufacturer with respect to offering or providing services for
49 another manufacturer's equipment or part.

50 (h) "Original equipment manufacturer" or "manufacturer" means a person
51 doing business in the state and engaged in the business of selling,
52 leasing, or otherwise supplying new equipment or parts manufactured by
53 or on behalf of itself to any individual, business, or other entity.

54 (i) "Owner" means a person that owns equipment or an agent of such
55 person.

1 (j) "Part" means a new or used replacement part for equipment that a
2 manufacturer offers for sale or otherwise makes available for the
3 purpose of providing services.

4 (k) "Powered wheelchair" means a motorized wheeled device designed for
5 use by a person with a physical disability.

6 (l) "Services" means diagnostic, maintenance, or repair services
7 performed on equipment or a part.

8 (m) "Tools" means any software program, hardware implement, or other
9 apparatus used for diagnosis, maintenance, or repair of equipment or
10 parts, including software or other mechanism that provides, programs, or
11 pairs a new part; calibrates functionality; or performs any other func-
12 tion required to return such equipment or part to fully functional
13 condition.

14 (n) "Trade secret" means the whole or any portion or phase of any
15 scientific or technical information, design, process, procedure, formu-
16 la, improvement, confidential business or financial information, listing
17 of names, addresses, or telephone numbers, or other information relating
18 to any business or profession which is secret and of value. To be a
19 "trade secret" the owner thereof shall have taken measures to prevent
20 the secret from becoming available to persons other than those selected
21 by the owner to have access thereto for limited purposes.

22 2. (a) Except as provided under paragraph (b) of this subdivision:

23 (i) For the purpose of providing services for equipment in the state,
24 an original equipment manufacturer shall, with fair and reasonable terms
25 and costs, make available to an independent repair provider or owner of
26 such manufacturer's equipment any documentation, parts, embedded soft-
27 ware, firmware, or tools that are intended for use with the equipment or
28 any part, including updates to documentation, parts, embedded software,
29 firmware, or tools.

30 (ii) With respect to equipment that contains an electronic security
31 lock or other security-related function, a manufacturer shall, with fair
32 and reasonable terms and costs, make available to independent repair
33 providers and owners any documentation, parts, embedded software, firm-
34 ware, or tools needed to reset the lock or function when disabled in the
35 course of providing services. The manufacturer may make the documenta-
36 tion, parts, embedded software, firmware, or tools available to inde-
37 pendent repair providers and owners through appropriate secure release
38 systems.

39 (b) (i) Paragraph (a) of this subdivision shall not apply to:

40 (1) a part that is no longer available to the original equipment
41 manufacturer; or

42 (2) conduct that would require the manufacturer to divulge a trade
43 secret; except that a manufacturer shall not refuse to make available to
44 an independent repair provider or owner any documentation, part, embed-
45 ded software, firmware, or tool necessary to provide services on grounds
46 that such documentation, part, embedded software, firmware, or tool
47 itself is a trade secret.

48 (ii) (1) A manufacturer may redact documentation to remove trade
49 secrets from such documentation before providing access to such documen-
50 tation if the usability of such redacted documentation for the purpose
51 of providing services is not diminished.

52 (2) A manufacturer may withhold information regarding a component of,
53 design of, functionality of, or process of developing a part, embedded
54 software, firmware, or a tool if such information is a trade secret and
55 the usability of such part, embedded software, firmware, or tool for the
56 purpose of providing services is not diminished.

1 (c) An original equipment manufacturer shall not be liable for faulty
2 or otherwise improper repairs provided by independent repair providers
3 or owners, including faulty or otherwise improper repairs that cause:

4 (i) damage to powered wheelchairs that occur during such repairs;
5 (ii) any indirect, incidental, special, or consequential damages; or
6 (iii) an inability to use, or a reduced functionality of, a powered
7 wheelchair resulting from the faulty or otherwise improper repair.

8 3. (a) Except as provided under paragraph (b) of this subdivision,
9 nothing in this section shall:

10 (i) alter the terms of any contract or other arrangement in force on
11 the effective date of this section between an original equipment
12 manufacturer and an authorized repair provider, including the perform-
13 ance or provision of warranty or recall repair work and any exclusivity
14 or noncompete clause in a contract;

15 (ii) require a manufacturer to provide an independent repair provider
16 or owner access to information, other than documentation, that such
17 manufacturer provides to an authorized repair provider pursuant to a
18 contract or other arrangement with such authorized repair provider
19 except as necessary to comply with paragraph (a) of subdivision two of
20 this section; or

21 (iii) exempt a manufacturer from a products liability claim that is
22 otherwise authorized under law.

23 (b) With respect to a contract or other arrangement, or renewal of a
24 contract or existing arrangement, that an original equipment manufactur-
25 er enters into after the effective date of this section, any contract
26 term, provision, agreement, or language in such contract or arrangement
27 that waives, avoids, restricts, or limits such manufacturer's obli-
28 gations under this section shall be void and unenforceable.

29 § 3. This act shall take effect January 1, 2026.