STATE OF NEW YORK

5771

2025-2026 Regular Sessions

IN SENATE

February 28, 2025

Introduced by Sen. MAY -- 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 "farm equipment fair repair act"

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

Section 1. Short title. This act shall be known and may be cited as the "farm equipment fair repair act".

§ 2. The general business law is amended by adding a new article 33-C to read as follows:

ARTICLE 33-C
AGRICULTURAL EQUIPMENT RIGHT TO REPAIR

Section 698. Definitions.
698-a. Agricultural equipment repair; rights of consumers.

§ 698. Definitions. For the purposes of this section, the following terms shall have the following meanings:

1. "Authorized repair provider" means an individual or business who has an arrangement with the original equipment manufacturer under which such original equipment manufacturer grants to such individual or business a license to use a trade name, service mark, or other proprietary identifiers for the purposes of offering the services of diagnosis, maintenance, or repair of agricultural equipment under the name of such original equipment manufacturer, or other arrangement with such original equipment manufacturer to offer such services on behalf of, or under contract to, such original equipment manufacturer. An original equipment manufacturer who offers the services of diagnosis, maintenance, or repair of its own agricultural equipment shall be considered an authorized repair provider with respect to such equipment.

2. "Agricultural equipment" or "equipment" means any device, instrument or machinery used in agriculture, horticulture, viticulture, dairy farming, livestock farming, poultry and/or beef raising, forestry, property maintenance and in the production of any and all products raised or

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

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produced on farms and processed or manufactured products thereof, transported or intended to be transported in interstate and/or foreign commerce.

3. "Documentation" means any manual, maintenance procedures, functional and wiring diagrams, reporting output, service code description, board view file or complete PCB layout, PCB schematic, security code, password, training material, troubleshooting information, full list of required tools, full parts list, and other guidance or information used in effecting the services of diagnosis, maintenance, or repair of agricultural equipment.

4. "Embedded software" means any programmable instructions provided on firmware delivered with or loaded to agricultural equipment, with respect to such agricultural equipment's operation, including all relevant patches and fixes made by the manufacturer, including but not limited to items described as a basic internal operating system, an internal operating system, a machine code, an assembly code, a root code, or a microcode.

5. "Fair and reasonable terms" means:

(a) with respect to parts, made available by the original equipment manufacturer, either directly or through an authorized repair provider, in a manner that:

(i) is not conditioned on or imposing a substantial obligation or restriction that is not reasonably necessary for enabling the owner or independent repair provider to engage in the diagnosis, maintenance, or repair of agricultural equipment made by or on behalf of the original equipment manufacturer;

(ii) does not require a minimum or maximum quantity of parts that owners and independent repair providers can purchase; and

(iii) does not condition access to parts on any additional contract other than a purchase order;

(b) with respect to documentation, made available by the original equipment manufacturer without requiring any contract agreement or account creation and at no charge except that, when such documentation is requested in physical printed form, a charge may be included for the reasonable actual costs of preparing and sending such documentation; or

(c) with respect to tools, made available by the original equipment manufacturer:

(i) at no charge, except that, when a tool is requested in physical form, a charge may be included for the reasonable, actual costs of preparing and sending such tool;

(ii) without requiring authorization or internet access for the use or operation of such tools, or imposing impediments to access or use of the tools to diagnose, maintain, or repair and enable full functionality of agricultural equipment; and

(iii) in a manner that does not impair the efficient and cost-effective performance of any such diagnosis, maintenance, or repair.

6. "Firmware" means a software program or set of instructions programmed on agricultural equipment, or on a part of such agricultural equipment, to allow such agricultural equipment or part to communicate within itself or with other computer hardware.

7. "Independent repair provider" means an individual or business operating in the state that does not have an arrangement described in subdivision one of this section with an original equipment manufacturer, and who is engaged in the services of diagnosis, maintenance, or repair of agricultural equipment.

8. "Original equipment manufacturer" or "manufacturer" means a business engaged in the business of selling, leasing, or otherwise supplying new agricultural equipment manufactured by or on behalf of itself, to any individual or business.

9. "Owner" means an individual or business who owns or leases agricultural equipment purchased or used in this state.

10. "Part" means any replacement part, either new or used, made available or used by an original equipment manufacturer or its authorized repair providers for purposes of effecting the services of maintenance or repair of agricultural equipment manufactured by or on behalf of, sold or otherwise supplied by the original equipment manufacturer.

11. "Parts pairing" refers to the practice by manufacturers of using software to identify component parts through a unique identifier.

12. "Tool" means any software program, hardware implement, or other apparatus used for diagnosis, maintenance, or repair of agricultural equipment, including software or other mechanisms that provision, program, or pair a new part, calibrate functionality, or perform any other function required to bring the product back to fully functional condition, including any updates.

13. "Trade secret" means proprietary information of a manufacturer that is protected from disclosure pursuant to state or federal law.

14. "Updates" means recommended corrections or adjustments to parts, tools or information that are created and distributed by the original equipment manufacturer and used in offering the services of diagnosis, maintenance or repair of agricultural equipment.

§ 698-a. Agricultural equipment repair; rights of consumers. 1. Requirements. (a) An original equipment manufacturer of agricultural equipment and parts for such equipment that are sold or used in New York state shall make available to any independent repair provider and/or owner of agricultural equipment manufactured by or on behalf of, or sold by such original equipment manufacturer, on fair and reasonable terms, any documentation, parts, and tools, required for the diagnosis, maintenance, or repair of such agricultural equipment and parts for such equipment, inclusive of any updates. Such documentation, parts and tools shall be made available either directly by such original equipment manufacturer or via an authorized repair provider or distributor.

(b) An original equipment manufacturer shall not use parts pairing or any other mechanism to:

(i) prevent the installation or functioning of any otherwise-functional part, including a non-manufacturer approved replacement part or component;

(ii) inhibit or reduce the functioning of any part or board-level component, such that replacement by an independent repair provider or the device owner may cause the device to operate with reduced functionality or performance;

(iii) create false, misleading, deceptive, or non-dismissible alerts or warnings about parts;

(iv) charge additional fees or increased prices for future repairs; or

(v) limit who can purchase documentation, parts, and tools or perform repair services.

(c) The original equipment manufacturer of equipment that requires deactivating an electronic lock for purposes of repair shall make available to any owner, or independent repair provider, with the express permission of the owner, on fair and reasonable terms, any special documentation, tools, and parts needed to access and reset such electronic lock when disabled in the course of diagnosis, maintenance, or

repair of such equipment. Such documentation, tools, and parts may be made available through an appropriate secure release system.

2. Limitations. (a) Nothing in this section shall be construed to require an original equipment manufacturer to divulge any trade secret to any owner or independent service provider, except as necessary to perform diagnosis, maintenance, or repair on fair and reasonable terms.

(b) Nothing in this section shall be construed to alter the terms of any arrangement made for compliance with paragraph (a) of subdivision one of this section in force between an authorized repair provider and an original equipment manufacturer, including, but not limited to, the performance or provision of warranty or recall repair work by an authorized repair provider on behalf of an original equipment manufacturer and pursuant to such arrangement, except that any provision in such terms that purports to waive, avoid, restrict or limit the original equipment manufacturer's obligations to comply with this section shall be void and unenforceable.

(c) No original equipment manufacturer or authorized repair provider shall be liable for any damage or injury to any agricultural equipment caused by an independent repair provider or owner which occurs during the course of repair, diagnosis, or maintenance and is not attributable to such original equipment manufacturer or authorized repair provider other than if such damage or injury is attributable to design or manufacturing defects.

(d) Nothing in this section shall be construed to require a manufacturer to make available special documentation, tools, or parts that would disable or override anti-theft security measures set by the owner of the equipment without such owner's authorization.

(e) Nothing in this section shall be construed to require a manufacturer to sell a part if such part is no longer available to such manufacturer.

(f) Nothing in this section shall be construed to require a manufacturer to sell any service materials that would be illegal to use under federal or state law.

(g) Nothing in this section shall be construed to prevent a parts dealer from pricing goods over the wholesale price of such goods.

3. Enforcement. If the attorney general determines that a failure to provide documentation, parts, or tools as described required under subdivision one of this section constitutes an unfair method of competition, false advertising, or unfair or deceptive trade practices under section three hundred forty-nine of this chapter, all remedies, penalties, and authority granted to the attorney general by such section three hundred forty-nine shall be available to the attorney general for the enforcement of this section.

4. Exclusions. The provisions of this section shall not apply to:

(a) a motor vehicle that is designed to transport individuals or property on a street or highway and is certified by a motor vehicle manufacturer under all requirements for the distribution and sale of motor vehicles in the United States; or

(b) industrial, construction, compact construction, mining or road-building equipment.

5. Applicability. This section shall apply to equipment first manufactured and sold on or after July first, two thousand fifteen.

§ 3. This act shall take effect on the one hundred eightieth day after it shall have become a law.