

HOUSE BILL No. 2700

By Committee on Commerce, Labor and Economic Development

Requested by Stephen Duerston on behalf of Federicoll Duerst Consulting Group
and Garmin International, Inc.

2-4

AN ACT concerning consumer protection; enacting the Kansas right-to-repair act; establishing a right for persons who purchase or lease digital electronic equipment to obtain the legal authorization and necessary documentation and parts from original equipment manufacturers to diagnose, maintain and repair such equipment; providing for enforcement by the attorney general; creating liability limitations; limiting application of such act to digital electronic equipment made available for sale on or after July 1, 2026.

Be it enacted by the Legislature of the State of Kansas:

Section 1. The provisions of sections 1 through 8, and amendments thereto, shall be known and may be cited as the Kansas right-to-repair act.

Sec. 2. As used in this act:

(a) "Act" means the Kansas right-to-repair act, sections 1 through 8, and amendments thereto.

(b) "Authorized repair provider" means a person or business entity that has an arrangement with the original equipment manufacturer for a definite or indefinite period under which the original equipment manufacturer grants to the individual or business entity:

(1) A license to use a trade name, service mark or other proprietary identifier for the purpose of offering diagnosis, maintenance or repair services for digital electronic equipment under the name of the original equipment manufacturer; or

(2) other authority to offer diagnosis, maintenance or repair services for digital electronic equipment on behalf of the original equipment manufacturer.

(c) "Automatic fire detection device" means a device designed to automatically detect the presence of fire by heat, flame, light, smoke or other products of combustion.

(d) "Commercial and industrial electrical equipment" means property classified for property tax purposes within subclass (5) of class 2 of section 1 of article 11 of the constitution of the state of Kansas that is used to produce, generate, control, condition, transport or manage electricity, including, but not limited to, power distribution equipment such as

1 telecommunications network infrastructure, commercial visual display
2 equipment, medium to low voltage switchgear and transformers, power
3 control equipment, such as medium to low voltage motor control and
4 drives, power quality equipment, such as uninterruptible power supplies,
5 remote power panels, power distribution units and static or transfer
6 switches and any tools, technology, attachments, accessories, component
7 or repair parts for any such equipment.

8 (e) "Consumer" means an individual who enters into a transaction
9 primarily for personal, family or household purposes.

10 (f) "Critical infrastructure information technology equipment" means
11 digital electronic equipment intended for use in systems and assets,
12 whether physical or virtual, designated as critical infrastructure so vital to
13 the United States that the incapacity or destruction of such systems and
14 assets would have a debilitating impact on security, national economic
15 security, national public health or safety or any combination thereof,
16 pursuant to 42 U.S.C. § 5195c(e), as in effect on July 1, 2026.

17 (g) "Diagnosis" means the process of identifying the issue or issues
18 that cause digital electronic equipment to not be in full working order.

19 (h) "Digital electronic equipment" or "equipment" means any product
20 that depends, wholly or in part, on digital electronics embedded in or
21 attached to the product for such product's intended functionality.

22 (i) "Documentation" means any manual, diagram, reporting output,
23 service code description or other guidance or information provided or
24 made available by the original equipment manufacturer to an authorized
25 repair provider for the purpose of diagnosing, maintaining or repairing
26 digital electronic equipment manufactured or sold by the original
27 equipment manufacturer.

28 (j) "Fair and reasonable terms" means:

29 (1) With respect to an original equipment manufacturer making
30 available a tool, making the tool available:

31 (A) Without conditioning such availability upon the recipient being
32 an authorized repair provider;

33 (B) at no cost to use or operate the tool or at a cost that is equivalent
34 to the lowest actual cost at which the original equipment manufacturer
35 offers the tool to an authorized repair provider, taking into account any
36 discounts, rebates or other financial incentives offered by the original
37 equipment manufacturer to the authorized repair provider, subject to
38 section 4(g), and amendments thereto; and

39 (C) if the tool is requested in physical form, for a charge equal to the
40 actual cost of procuring, preparing and sending the tool;

41 (2) with respect to an original equipment manufacturer making
42 available a replacement part, making the part available either directly or
43 through an authorized distributor or repair provider, subject to section 4(g),

1 and amendments thereto:

2 (A) Without conditioning such availability upon the recipient being
3 an authorized repair provider; and

4 (B) at costs and terms that are equivalent to the costs and terms under
5 which the part is offered to an authorized repair provider;

6 (3) with respect to an original equipment manufacturer making
7 available documentation, including any relevant updates to the
8 documentation, making the documentation available:

9 (A) Without conditioning such availability upon the recipient being
10 an authorized repair provider; and

11 (B) at no cost, except that an original equipment manufacturer may
12 charge the reasonable actual cost of preparing and sending a copy of the
13 documentation if the documentation is requested in physical printed form;
14 and

15 (4) with respect to documentation, replacement parts or tools, terms
16 that are fair to all parties, including the original equipment manufacturer
17 and authorized repair providers.

18 (k) "Farm equipment" means a farm tractor, self-propelled farm
19 implement, farm trailer or implement of husbandry as defined in K.S.A. 8-
20 126, and amendments thereto.

21 (l) "Heavy equipment" means utility and construction equipment,
22 including, but not limited to, forestry, roadbuilding and mining equipment,
23 bulldozers, motor graders, backhoes, skid steers, tack loaders and
24 excavators.

25 (m) "Home appliances with embedded digital electronics" means
26 refrigerators, ovens, microwaves, air conditioning units, heating units and
27 other similar consumer appliances for residential use that are manufactured
28 with digital electronic controls or operating systems.

29 (n) "Independent repair provider" means an individual or entity
30 operating in this state that is engaged in diagnosis, maintenance or repair
31 of digital electronic equipment subject to this act but is not an authorized
32 repair provider and is not affiliated with an individual or business entity
33 that is an authorized repair provider.

34 (o) "Intrusion detection system" means an electronic system or
35 portion of a system designed to detect and signal unauthorized entry or
36 attempted entry into a building, structure or secured area.

37 (p) "Maintenance" means any act necessary to keep digital electronic
38 equipment in full working order.

39 (q) "Medical device" means any device defined by 21 U.S.C. §
40 321(h) as in effect on July 1, 2026, including for use in the diagnosis of
41 disease or other conditions or in the cure, mitigation, treatment or
42 prevention of disease in humans or other animals.

43 (r) "Modification" means any alteration to digital electronic

1 equipment that is not maintenance or repair.

2 (s) "Motor vehicle" means any vehicle that is designed for
3 transporting persons or property on a street or highway and certified by the
4 manufacturer under all applicable federal safety and emissions standards
5 and requirements for distribution and sale in the United States. "Motor
6 vehicle" does not include any farm tractor, farm trailer, self-propelled farm
7 implement, or implement of husbandry as those terms are defined in
8 K.S.A. 8-126, and amendments thereto.

9 (t) "Motor vehicle manufacturer" means a business engaged in the
10 manufacturing or assembling of motor vehicles.

11 (u) "Nonhighway vehicle" means the same as defined in K.S.A. 8-
12 197, and amendments thereto, and includes any associated equipment.

13 (v) "Original equipment manufacturer" means a person that, in the
14 normal course of business, is engaged in the business of selling, leasing or
15 otherwise supplying new digital electronic equipment manufactured by or
16 on behalf of the person.

17 (w) "Outboard motor" means any self-contained internal combustion
18 propulsion system, excluding fuel supply, that is used to propel a vessel
19 and is detachable as a unit from the vessel.

20 (x) "Owner" means a person that holds title to or lawful possession of
21 digital electronic equipment described in this act.

22 (y) "Person" means an individual or any private profit or nonprofit or
23 public legal entity, however established or organized.

24 (z) "Personal watercraft" means any vessel that uses an inboard motor
25 powering a jet pump as the vessel's primary source of propulsion and is
26 designed to be operated by an individual sitting, standing or kneeling on
27 the vessel rather than the conventional manner of sitting, standing or
28 kneeling inside the vessel. "Personal watercraft" includes any associated
29 equipment.

30 (aa) "Powersports vehicle" means the following as such terms are
31 defined in K.S.A. 8-126, and amendments thereto, including any
32 associated equipment:

- 33 (1) A motorcycle;
34 (2) a moped;
35 (3) a motorized bicycle;
36 (4) an autocycle; or
37 (5) an all-terrain vehicle, recreational vehicle or recreational off-
38 highway vehicle.

39 (bb) "Recreational vehicle" means the same as defined in K.S.A. 79-
40 5118, and amendments thereto, including any associated equipment.

41 (cc) "Repair" means any act necessary to restore digital electronic
42 equipment to full working order. "Repair" does not include post-sale
43 modifications that alter the originally intended functioning of the digital

1 electronic equipment.

2 (dd) "Replacement part" means a new or used replacement part made
3 available by the original equipment manufacturer for the purpose of
4 maintenance or repair of digital electronic equipment that is manufactured,
5 sold or supplied by the original equipment manufacturer. "Replacement
6 part" does not include printed circuit board assemblies that allow device
7 cloning in violation of 18 U.S.C. Section 1029 or other applicable law.

8 (ee) "Safety communications, life safety and physical access control
9 equipment" means communication systems, fire alarm systems, intrusion
10 detection systems, electronic keypads, safety equipment or physical or
11 building access control systems used by public or private emergency
12 service organizations.

13 (ff) "Trade secret" means anything tangible or intangible or
14 electronically stored or kept that constitutes, represents, evidences or
15 records intellectual property, including secret or confidentially held
16 designs, processes, procedures, formulas, inventions or improvements, or
17 secret or confidentially held scientific, technical, merchandising,
18 production, financial, business or management information or that falls
19 within the meaning of a trade secret given in 18 U.S.C. § 1839.

20 (gg) "Tool" means any software program, hardware implement or
21 other apparatus used for the diagnosis, maintenance or repair of digital
22 electronic equipment, including software or another mechanism that:

- 23 (1) Provides, programs or repairs a part;
24 (2) calibrates functionality; or
25 (3) performs any other function required to restore the equipment to
26 full working order.

27 (hh) "Vessel" means the same as defined in K.S.A. 32-1102, and
28 amendments thereto.

29 (ii) "Video game consoles" means specialized computing devices
30 primarily designed for playing video games, including console machines,
31 handheld devices or another device or system. "Video game consoles"
32 does not include general all-purpose personal computers, tablets or mobile
33 phones.

34 Sec. 3. (a) The provisions of this act shall apply to digital electronic
35 equipment sold or leased to owners in Kansas with a wholesale price of at
36 least \$50.

37 (b) The provisions of this act shall not apply to:

- 38 (1) Motor vehicles or motor vehicle parts, if the original equipment
39 manufacturer complies with a memorandum of understanding or any other
40 industry-recognized agreement relating to the diagnosis, maintenance or
41 repair of digital electronic equipment;
42 (2) medical devices;
43 (3) powersports vehicles;

- 1 (4) vessels and outboard motors, including any associated equipment;
- 2 (5) farm equipment, if the original equipment manufacturer complies
- 3 with an industry-recognized memorandum of understanding or any other
- 4 industry-recognized agreement relating to the diagnosis, maintenance or
- 5 repair of digital electronic equipment;
- 6 (6) aircraft as defined in K.S.A. 3-201, and amendments thereto, and
- 7 components thereof;
- 8 (7) train equipment regulated under 49 U.S.C. § 20103, as in effect on
- 9 July 1, 2026;
- 10 (8) heavy equipment;
- 11 (9) commercial and industrial electrical equipment, including, but not
- 12 limited to, power distribution equipment, including, but not limited to,
- 13 telecommunications network infrastructure, commercial visual display
- 14 equipment and medium/low voltage switchgear and transformers, power
- 15 control equipment, including, but not limited to, medium and low voltage
- 16 motor control and drives, power quality equipment, including, but not
- 17 limited to, uninterruptible power supplies, remote power panels, power
- 18 distribution units and static and transfer switches and any tools,
- 19 technology, attachments, accessories, components and repair parts for any
- 20 such equipment;
- 21 (10) home appliances with embedded digital electronics;
- 22 (11) safety communications, life safety and physical access control
- 23 equipment;
- 24 (12) video game consoles; and
- 25 (13) critical infrastructure information technology equipment.

26 Sec. 4. (a) For digital electronic equipment, including parts for such
27 equipment sold or used in this state, the original equipment manufacturer
28 of the equipment or part shall, not later than one year after the date of the
29 first sale of the digital electronic equipment in this state, make available on
30 fair and reasonable terms to any independent repair provider or to an
31 owner of digital electronic equipment manufactured by or on behalf of,
32 sold by or supplied by the original equipment manufacturer
33 documentation, replacement parts and tools or their equivalents that are
34 required for the diagnosis, maintenance or repair of the digital electronic
35 equipment.

36 (b) The documentation, replacement parts and tools described by
37 subsection (a) may be made available:

38 (1) Directly by an original equipment manufacturer or through an
39 authorized repair provider or a third-party provider; or

40 (2) by an authorized repair provider to any independent repair
41 provider or owner, if the authorized repair provider is contractually and
42 practically permitted by the original equipment manufacturer to sell the
43 documentation, parts or tools to an independent repair provider or owner.

1 (c) Subsection (b) shall not be construed to require a third-party
2 provider, including an authorized repair provider, to make available
3 documentation, replacement parts or tools independent of an original
4 equipment manufacturer.

5 (d) Nothing in this section shall require an original equipment
6 manufacturer to divulge any trade secret to any independent repair
7 provider or owner, except as necessary for the diagnosis, maintenance or
8 repair of digital electronic equipment in accordance with this act.

9 (e) As an alternative to compliance with the provisions of subsection
10 (a), an original equipment manufacturer may provide an owner who is an
11 original purchaser, at such owner's discretion:

12 (1) A reimbursement in the amount of the purchase price that the
13 purchaser paid for the digital electronic equipment; or

14 (2) an equivalent or better, readily available replacement for the
15 digital electronic equipment at a price that has a value that is equal to or
16 less than the total cost of the sum of the replacement parts and provided at
17 the discretion of the consumer.

18 (f) An original equipment manufacturer shall be exempt from the
19 requirements of this section with respect to:

20 (1) Parts, tools or documentation that are not, or are no longer,
21 provided by the original equipment manufacturer or made available to
22 authorized repair providers of the original equipment manufacturer,
23 including in situations where the original equipment manufacturer
24 performs related repairs solely in-house or through a corporate affiliate;

25 (2) parts, tools or documentation that are no longer available to the
26 original equipment manufacturer;

27 (3) documentation or tools used by the original manufacturer only to
28 perform, at no cost, diagnostic services virtually through telephone,
29 internet, chat, email or other similar means that do not involve the
30 manufacturer physically handling the consumer's equipment, unless the
31 manufacturer also makes the documentation or tools available to an
32 individual or business that is unaffiliated with the manufacturer; or

33 (4) documentation or tools used exclusively by the original
34 equipment manufacturer for diagnosis, maintenance or repairs completed
35 by machines that operate on several digital electronic equipment products
36 simultaneously or otherwise for purposes of large scale efficiency, if the
37 original equipment manufacturer makes available to an independent repair
38 provider or owner sufficient alternative documentation or tool to effect the
39 diagnosis, maintenance or repair of the digital electronic equipment.

40 (g) Original equipment manufacturers shall not be required to:

41 (1) Provide documentation, a part or tool for a product where
42 reconditioning or repair of the product is prohibited by law or regulation;

43 (2) provide or make available source code;

1 (3) provide any documentation, part or tool to an independent repair
2 provider or owner that would disable, reset or override electronic security
3 locks or other security-related measures or functions or disable or override
4 anti-theft security measures set by the owner of the digital electronic
5 equipment without the owner's authorization;

6 (4) provide any documentation, part or tool for repair of digital
7 electronic equipment that is critical to the safety of life or health of
8 individuals, or for repairs that could threaten the safety of life or health of
9 individuals, if the original equipment manufacturer provides to the
10 consumer or another entity responsible for the enforcement of this act, as
11 applicable, physical evidence of the threat alleged under this paragraph; or

12 (5) provide any documentation, a part or tool for the purposes of
13 modifying or making modifications to any digital electronic equipment.

14 (h) Nothing in this section shall prevent an original equipment
15 manufacturer from:

16 (1) Requiring authorization or an internet connection before an
17 independent repair provider or owner may use a part or tool; or

18 (2) providing parts, such as integrated batteries, to an independent
19 repair provider or owner that are preassembled with other parts rather than
20 as individual components if the preassembled parts or their equivalents are
21 also available to an authorized repair provider or owner.

22 Sec. 5. (a) The attorney general shall have exclusive authority to
23 enforce this section. Prior to initiating an action, the attorney general shall
24 provide a written notice of the alleged violation of this act to the alleged
25 violator at least 30 days in advance. The notice shall identify the specific
26 provision alleged to have been violated and allow an opportunity to cure
27 the violation. Written notice by the attorney general shall be delivered by:

28 (1) Certified mail, return receipt requested; or

29 (2) first-class mail with proof of delivery.

30 (b) No enforcement action shall be brought if, within the 30-day
31 period described in subsection (a), the person cures the violation and
32 provides a written statement to the attorney general certifying the cure and
33 the person's intent to comply with this act.

34 (c) The attorney general may bring an action in the name of the state
35 following the cure period described by subsection (b) to restrain or enjoin
36 a person from violating this act. The attorney general may recover
37 reasonable attorney fees and other reasonable expenses incurred in
38 investigating and bringing an action under this subsection.

39 (d) This section shall not be construed to create, provide a basis for or
40 be subject to a private right of action for a violation of this act or any other
41 law.

42 (e) An original equipment manufacturer or authorized repair provider
43 is not liable for any damage or injury to an individual, digital electronic

1 equipment or any property that occurs as a result of the repair, diagnosis,
2 maintenance or modification performed by an independent repair provider
3 or owner, or any other use of documentation, replacement parts or tools
4 made available by an original equipment manufacturer, including:

5 (1) Indirect, incidental, special or consequential damages;
6 (2) loss of data, privacy or profits; or
7 (3) inability to use or reduced functionality of digital electronic
8 equipment.

9 (f) An original equipment manufacturer is not liable for any act that is
10 reasonably necessary to protect user privacy, security or digital safety.

11 (g) An original equipment manufacturer is not liable for improper use
12 of personal data or any data privacy or security breach in connection with
13 the repair, diagnosis, maintenance or modification that is performed by an
14 independent repair provider or owner.

15 Sec. 6. A provision in a contract, including an agreement between an
16 authorized repair provider and an original equipment manufacturer, that
17 purports to waive, avoid, restrict or limit the original equipment
18 manufacturer's obligation to comply with this act is void and
19 unenforceable.

20 Sec. 7. This act applies only to digital electronic equipment that was
21 originally made available for sale in this state by an original equipment
22 manufacturer on or after July 1, 2026.

23 Sec. 8. To the extent of a conflict between this act and a provision of
24 an agreement between an authorized repair provider and an original
25 equipment manufacturer entered into before July 1, 2026, the provision of
26 the agreement prevails.

27 Sec. 9. This act shall take effect and be in force from and after its
28 publication in the statute book.