

As Amended by House Committee

Session of 2026

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

1 AN ACT concerning consumer protection; enacting the Kansas **digital**
2 right-to-repair act; establishing a right for persons who purchase or
3 lease digital electronic equipment to obtain the legal authorization and
4 necessary documentation and parts from original equipment
5 manufacturers to diagnose, maintain and repair such equipment;
6 providing for enforcement by the attorney general; creating liability
7 limitations; limiting application of such act to digital electronic
8 equipment made available for sale on or after July 1, ~~2026~~ **2027**.
9

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

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

14 Sec. 2. As used in this act:

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

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

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

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

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

31 (d) "Commercial and industrial electrical equipment" means property
32 classified for property tax purposes within subclass (5) of class 2 of
33 section 1 of article 11 of the constitution of the state of Kansas that is used
34 to produce, generate, control, condition, transport or manage electricity,

1 including, but not limited to, power distribution equipment such as
2 telecommunications network infrastructure, commercial visual display
3 equipment, medium to low voltage switchgear and transformers, power
4 control equipment, such as medium to low voltage motor control and
5 drives, power quality equipment, such as uninterruptible power supplies,
6 remote power panels, power distribution units and static or transfer
7 switches and any tools, technology, attachments, accessories, component
8 or repair parts for any such equipment.

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

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

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

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

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

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

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

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

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

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

43 (2) with respect to an original equipment manufacturer making

1 available a replacement part, making the part available either directly or
2 through an authorized distributor or repair provider, subject to section 4(g),
3 and amendments thereto:

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

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

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

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

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

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

20 (k) ~~"Farm equipment"~~ means a farm tractor, self-propelled farm
21 implement, farm trailer or implement of husbandry as defined in K.S.A. 8-
22 126, and amendments thereto.

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

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

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

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

39 (p) ~~(n)~~ "Maintenance" means any act necessary to keep digital
40 electronic equipment in full working order.

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

1 prevention of disease in humans or other animals.

2 ~~(t)~~**(p)** "Modification" means any alteration to digital electronic
3 equipment that is not maintenance or repair.

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

11 ~~(t)~~**(r)** "Motor vehicle manufacturer" means a business engaged in the
12 manufacturing or assembling of motor vehicles.

13 ~~(u)~~**(s)** "Nonhighway vehicle" means the same as defined in K.S.A. 8-
14 197, and amendments thereto, and includes any associated equipment.

15 ~~(v)~~**(t)** "Nonroad equipment" means manufacturers, distributors,
16 importers or dealers of all nonroad equipment, including, but not
17 limited to:

18 ~~(1)~~ **Farm and utility tractors;**

19 ~~(2)~~ **farm implements;**

20 ~~(3)~~ **farm machinery;**

21 ~~(4)~~ **forestry equipment;**

22 ~~(5)~~ **industrial equipment;**

23 ~~(6)~~ **utility equipment;**

24 ~~(7)~~ **construction equipment;**

25 ~~(8)~~ **compact construction equipment;**

26 ~~(9)~~ **road-building equipment;**

27 ~~(10)~~ **mining equipment;**

28 ~~(11)~~ **turf, yard and garden equipment;**

29 ~~(12)~~ **outdoor power equipment;**

30 ~~(13)~~ **portable generators;**

31 ~~(14)~~ **marine, all-terrain sports and recreational vehicles, including
racing vehicles;**

33 ~~(15)~~ **stand-alone or integrated stationary or mobile internal
combustion engines;**

35 ~~(16)~~ **other power sources, including, but not limited to, generator
sets and electric, battery and fuel cell power;**

37 ~~(17)~~ **power tools; and**

38 ~~(18)~~ **any tools, technology, attachments, accessories, components
and repair parts for any of the items listed in this subsection.**

40 ~~(u)~~ "Original equipment manufacturer" means a person **in this state**
41 that, in the normal course of business, is engaged in the business of selling,
42 leasing or otherwise supplying new digital electronic equipment
43 manufactured by or on behalf of the person.

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

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

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

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

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

17 (1) A motorcycle;

18 (2) a moped;

19 (3) a motorized bicycle;

20 (4) an autocycle; or

21 (5) an all-terrain vehicle, recreational vehicle or recreational off-
22 highway vehicle.

23 (bb)(y) "Recreational vehicle" means the same as defined in K.S.A.
24 79-5118, and amendments thereto, including any associated equipment.

25 (ee)(z) "Repair" means any act necessary to restore digital electronic
26 equipment to full working order. "Repair" does not include post-sale
27 modifications that alter the originally intended functioning of the digital
28 electronic equipment.

29 (dd)(aa) "Replacement part" means a new or used replacement part
30 made available by the original equipment manufacturer **to authorized
31 repair providers** for the purpose of maintenance or repair of digital
32 electronic equipment that is manufactured, sold or supplied by the original
33 equipment manufacturer. "Replacement part" does not include printed
34 circuit board assemblies that allow device cloning in violation of 18
35 U.S.C. Section 1029 or other applicable law.

36 (ee)(bb) "Safety communications, life safety and physical access
37 control equipment" means communication systems, fire alarm systems,
38 intrusion detection systems, electronic keypads, safety equipment or
39 physical or building access control systems used by public or private
40 emergency service organizations.

41 (fff)(cc) "Trade secret" means anything tangible or intangible or
42 electronically stored or kept that constitutes, represents, evidences or
43 records intellectual property, including secret or confidentially held

1 designs, processes, procedures, formulas, inventions or improvements, or
2 secret or confidentially held scientific, technical, merchandising,
3 production, financial, business or management information or that falls
4 within the meaning of a trade secret given in 18 U.S.C. § 1839.

5 ~~(gg)(dd)~~ "Tool" means any software program, hardware implement or
6 other apparatus ~~made available by the original equipment~~
7 ~~manufacturer to authorized repair providers~~ used for the diagnosis,
8 maintenance or repair of digital electronic equipment, including software
9 or another mechanism that:

10 (1) Provides, programs or repairs a part;
11 (2) calibrates functionality; or
12 (3) performs any other function required to restore the equipment to
13 full working order.

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

16 ~~(ii)(ee)~~ "Video game consoles" means specialized computing devices
17 primarily designed for playing video games, including console machines,
18 handheld devices or another device or system. "Video game consoles"
19 does not include general all-purpose personal computers, tablets or mobile
20 phones.

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

24 (b) The provisions of this act shall not apply to:
25 (1) Motor vehicles or motor vehicle parts, ~~if the original equipment~~
26 ~~manufacturer complies with a memorandum of understanding or any other~~
27 ~~industry recognized agreement relating to the diagnosis, maintenance or~~
28 ~~repair of digital electronic and any associated equipment~~;

29 (2) medical devices;
30 (3) powersports vehicles;
31 ~~(4) vessels and outboard motors, including any associated equipment;~~
32 ~~(5) farm equipment, if the original equipment manufacturer complies~~
33 ~~with an industry recognized memorandum of understanding or any other~~
34 ~~industry recognized agreement relating to the diagnosis, maintenance or~~
35 ~~repair of digital electronic nonroad equipment~~;

36 ~~(6)(5)~~ aircraft as defined in K.S.A. 3-201, and amendments thereto,
37 and components thereof;

38 ~~(7)(6)~~ train equipment regulated under 49 U.S.C. § 20103, as in effect
39 on July 1, 2026;

40 ~~(8)(7)~~ heavy equipment;

41 ~~(9)(8)~~ commercial and industrial electrical equipment, including, but
42 not limited to, power distribution equipment, including, but not limited to,
43 telecommunications network infrastructure, commercial visual display

1 equipment and medium/low voltage switchgear and transformers, power
2 control equipment, including, but not limited to, medium and low voltage
3 motor control and drives, power quality equipment, including, but not
4 limited to, uninterruptible power supplies, remote power panels, power
5 distribution units and static and transfer switches and any tools,
6 technology, attachments, accessories, components and repair parts for any
7 such equipment;

8 (10)(9) home appliances with embedded digital electronics;
9 (11)(10) safety communications, life safety and physical access
10 control equipment;

11 (12)(11) **equipment leased or sold by a provider of information**
12 **services, a telecommunications carrier or a cable service provider as**
13 **defined in 47 U.S.C. § 153, as in effect on July 1, 2026;**

14 (12) video game consoles; and

15 (13) critical infrastructure information technology equipment.

16 Sec. 4. (a) For digital electronic equipment, including parts for such
17 equipment sold or used in this state, the original equipment manufacturer
18 of the equipment or part shall, not later than one year after the date of the
19 first sale of the digital electronic equipment in this state, make available on
20 fair and reasonable terms to any independent repair provider or to an
21 owner of digital electronic equipment manufactured by or on behalf of,
22 sold by or supplied by the original equipment manufacturer
23 documentation, replacement parts and tools or their equivalents that **the**
24 **original equipment manufacturer makes available to authorized**
25 **repair providers for and** are required for the diagnosis, maintenance or
26 repair of the digital electronic equipment.

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

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

31 (2) by an authorized repair provider to any independent repair
32 provider or owner, if the authorized repair provider is contractually and
33 practically permitted by the original equipment manufacturer to sell the
34 documentation, parts or tools to an independent repair provider or owner.

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

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

43 (e) As an alternative to compliance with the provisions of subsection

1 (a), an original equipment manufacturer may provide an owner who is an
2 original purchaser, at such owner's discretion:

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

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

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

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

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

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

24 (4) documentation or tools used exclusively by the original
25 equipment manufacturer for diagnosis, maintenance or repairs completed
26 by machines that operate on several digital electronic equipment products
27 simultaneously or otherwise for purposes of large scale efficiency, if the
28 original equipment manufacturer makes available to an independent repair
29 provider or owner sufficient alternative documentation or tool to effect the
30 diagnosis, maintenance or repair of the digital electronic equipment.

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

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

34 (2) provide or make available source code;

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

40 (4) provide any documentation, part or tool for repair of digital
41 electronic equipment that is critical to the safety of life or health of
42 individuals, or for repairs that could threaten the safety of life or health of
43 individuals, if the original equipment manufacturer provides to the

1 consumer or another entity responsible for the enforcement of this act, as
2 applicable, physical evidence of the threat alleged under this paragraph; or

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

5 (h) Nothing in this section shall prevent an original equipment
6 manufacturer from:

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

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

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

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

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

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

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

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

33 (e) An original equipment manufacturer or authorized repair provider
34 is not liable for any damage or injury to an individual, digital electronic
35 equipment or any property that occurs as a result of the repair, diagnosis,
36 maintenance or modification performed by an independent repair provider
37 or owner, or any other use of documentation, replacement parts or tools
38 made available by an original equipment manufacturer, including:

39 (1) Indirect, incidental, special or consequential damages;

40 (2) loss of data, privacy or profits; or

41 (3) inability to use or reduced functionality of digital electronic
42 equipment.

43 (f) An original equipment manufacturer is not liable for any act that is

1 reasonably necessary to protect user privacy, security or digital safety.

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

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

11 Sec. 7. This act applies only to digital electronic equipment that was
12 originally made available for sale in this state by an original equipment
13 manufacturer on or after July 1,~~2026~~ 2027.

14 Sec. 8. To the extent of a conflict between this act and a provision of
15 an agreement between an authorized repair provider and an original
16 equipment manufacturer entered into before July 1,~~2026~~ 2027, the
17 provision of the agreement prevails.

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