

HOUSE BILL NO. 390

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A BILL FOR AN ACT ENTITLED: "AN ACT GENERALLY REVISING LAWS RELATING TO AGRICULTURAL EQUIPMENT AND THE RIGHT TO REPAIR; CREATING THE MONTANA AGRICULTURAL EQUIPMENT REPAIR BILL OF RIGHTS ACT; PROVIDING DEFINITIONS; APPLYING THE ACT TO AGRICULTURAL EQUIPMENT MANUFACTURERS; PROVIDING EXCEPTIONS; AND PROVIDING A DELAYED EFFECTIVE DATE AND A CONTINGENT TERMINATION DATE."

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

NEW SECTION. **Section 1. Short title.** [Sections 1 through 4] may be cited as the "Montana Agricultural Equipment Repair Bill of Rights Act".

NEW SECTION. **Section 2. Definitions.** For the purposes of [sections 1 through 4], the following definitions apply:

(1) (a) "Agricultural equipment" or "equipment" means products used in agriculture, horticulture, and viticulture, dairy products, livestock and the products of livestock, the products of poultry, bee raising, and forestry, products used in property maintenance, and any products raised or produced on farms and processed or manufactured products of products raised or produced on farms that are transported or intended to be transported in interstate or foreign commerce.

(b) The term does not include:

(i) 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

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

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

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

14 (4) "Fair and reasonable terms" means all of the following:

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

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

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

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

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

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

28 (i) at no charge, except that, when a tool is requested in physical form, a charge may be included

1 for the reasonable actual costs of preparing and sending the tool;

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

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

7 (5) "Independent repair provider" means an individual or business operating in the state that does
8 not have an arrangement described in subsection (2) with an original equipment manufacturer and who is
9 engaged in the services of diagnosis, maintenance, or repair of agricultural equipment.

10 (6) "Original equipment manufacturer" or "manufacturer" means a business engaged in the
11 business of selling, leasing, or otherwise supplying new agricultural equipment manufactured by or on behalf of
12 itself to an individual or business.

13 (7) "Owner" means an individual or business who owns or leases agricultural equipment
14 purchased or used in this state.

15 (8) "Part" means a replacement part, either new or used, made available or used by an original
16 equipment manufacturer or its authorized repair providers for the purposes of effecting the services of
17 maintenance or repair of agricultural equipment manufactured by or on behalf of, sold, or otherwise supplied by
18 the original equipment manufacturer.

19 (9) "Parts pairing" refers to the practice by manufacturers of using software to identify component
20 parts through a unique identifier.

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

25 (11) "Trade secret" has the meaning provided in 30-14-402.

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

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NEW SECTION. Section 3. Agricultural equipment manufacturer obligations -- services -- exemptions. (1) For agricultural equipment and parts for the equipment that are sold or used in the state, an original equipment manufacturer shall make available to any independent repair provider and owner of agricultural equipment manufactured by, on behalf of, or sold by the original equipment manufacturer, on fair and reasonable terms, any documentation, parts, and tools required for the diagnosis, maintenance, or repair of the agricultural equipment and parts for the equipment, inclusive of any updates. The documentation, parts, and tools must be made available either directly by the original equipment manufacturer or through an authorized repair provider or distributor.

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

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

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

(c) create false, misleading, deceptive, or nondismissible alerts or warnings about parts;

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

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

(3) For equipment that requires deactivating an electronic lock for the purposes of repair, the original equipment manufacturer 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 the lock or function when disabled in the course of the diagnosis, maintenance, or repair of the equipment. The documentation, tools, and parts may be made available through an appropriate secure release system.

NEW SECTION. Section 4. Limitations. (1) Nothing in [sections 1 through 4] may be construed to:

(a) require an original equipment manufacturer to divulge a trade secret to an owner or independent service provider, except as necessary to perform the diagnosis, maintenance, or repair on fair and

1 reasonable terms; or

2 (b) alter the terms of an arrangement described in [section 3(1)] in force between an authorized
3 repair provider and an original equipment manufacturer, including but not limited to the performance or
4 provision of warranty or recall repair work by an authorized repair provider on behalf of an original equipment
5 manufacturer and pursuant to the arrangement, except that a provision in the terms that purports to waive,
6 avoid, restrict, or limit the original equipment manufacturer's obligations to comply with [sections 1 through 4] is
7 void and unenforceable.

8 (2) An original equipment manufacturer or authorized repair provider is not liable for any damage
9 or injury to any agricultural equipment caused by an independent repair provider or owner that occurs during
10 the course of repair, diagnosis, or maintenance and is not attributable to the original equipment manufacturer or
11 authorized repair provider other than if the failure is attributable to design or manufacturing defects.

12 (3) Nothing in [sections 1 through 4] requires:

- 13 (a) a manufacturer to make available special documentation, tools, and parts that would disable or
14 override anti-theft security measures set by the owner of the product without the owners authorization;
- 15 (b) a manufacturer to sell a part if the part is no longer available to the manufacturer;
- 16 (c) a manufacturer to sell any service materials that are illegal to use under federal or state law; or
- 17 (d) a parts dealer from marking up goods over the wholesale price.

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19 **NEW SECTION. Section 5. Effective date.** [This act] is effective January 1, 2026.

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21 **NEW SECTION. Section 6. Codification instruction.** [Sections 1 through 4] are intended to be
22 codified as new part in Title 30, chapter 14, and the provisions of Title 30, chapter 14, apply to [sections 1
23 through 4].

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25 **NEW SECTION. Section 7. Contingent termination.** [This act] terminates on the date that the
26 attorney general certifies to the code commissioner that the United States congress enacts federal legislation
27 establishing a right to repair agricultural equipment. [Sections 1 through 4] are repealed effective on the date
28 identified in the notice that the federal legislation is enacted or, if the notice does not specify that date, on the

1 date of the notice to the revisor of statutes.

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