

Senate Bill 243

By: Senators Jones of the 10th, Harbison of the 15th, Rahman of the 5th, Merritt of the 9th,
Butler of the 55th and others

A BILL TO BE ENTITLED
AN ACT

1 To amend Chapter 1 of Title 10 of the Official Code of Georgia Annotated, relating to selling
2 and other trade practices, so as to require a manufacturer to provide certain items necessary
3 for the diagnosis, service, maintenance, or repair of a digital electronic product; to provide
4 for a short title; to provide for definitions; to provide for statutory construction; to provide
5 for enforcement, limitations, exclusions, and applicability; to provide for related matters; to
6 repeal conflicting laws; and for other purposes.

7 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

8 **SECTION 1.**

9 Chapter 1 of Title 10 of the Official Code of Georgia Annotated, relating to selling and other
10 trade practices, is amended by adding a new article to read as follows:

11 "ARTICLE 37

12 10-1-950.

13 This article shall be known and may be cited as the 'Right to Repair Act.'

14 10-1-951.

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As used in this article, the term:

(1) 'Authorized repair provider' means any person that is engaged in the diagnosis, service, maintenance, or repair of a digital electronic product in this state pursuant to an oral or written agreement with the manufacturer of such product to provide such services in the name of the manufacturer for a definite or indefinite period of time.

(2) 'Diagnostic and repair information' means any information provided to an authorized repair provider by the manufacturer of a digital electronic product for the purposes of diagnosis, service, maintenance, or repair of the digital electronic product. Such term includes manuals, diagrams, reporting output, service code descriptions, repair technical updates, diagnostic software, service access passwords, updates and corrections to firmware, and any related information or documentation.

(3) 'Digital electronic product' means any product or part of such product containing a microprocessor originally manufactured for distribution and sale in the United States.

(4) 'Fair and reasonable terms' means an equitable purchase price for a part or product that takes into account but is not limited to the following factors:

(A) The net cost to an authorized repair provider to purchase a similar part or product from a manufacturer, excluding any discounts, rebates, or other incentive programs;

(B) The cost to a manufacturer to prepare and distribute the part or product, excluding any research and development costs incurred from the design, implementation, upgrade, or alteration of the part or product, but including amortized capital costs for the preparation and distribution of the part or product; and

(C) The purchase price charged by other manufacturers for a similar part or product.

(5) 'Independent repair provider' means any person engaged in the diagnosis, service, maintenance, or repair of a digital electronic product in this state that does not have an oral or written agreement with the manufacturer of such product to provide such services in the name of such manufacturer.

(6) 'Manufacturer' means a person that, in the ordinary course of business, is engaged in the manufacturing, assembling, selling, or leasing of a digital electronic product to consumers in this state and is engaged in the diagnosis, service, maintenance , or repair of such digital electronic product.

(7) 'Owner' means any person that lawfully acquires a digital electronic product purchased or used in this state. Such term includes the ownership of a digital electronic product purchased or leased under a financing or periodic payment plan.

(8) 'Part' means any replacement part, either new or used, made available by a manufacturer in order to provide maintenance or repair of a digital electronic product manufactured, assembled, sold, or leased by such manufacturer.

(9) 'Person' means an individual, partnership, corporation, company, or association.

(10) 'Trade secret' shall have the same meaning as provided for in Code Section 10-1-761.

10-1-952.

(a) A manufacturer shall:

(1) Make diagnostic and repair information that is provided to an authorized repair provider available to an independent repair provider in the same manner and without any additional charge;

(2) Make a part that is provided to an authorized repair provider available for purchase by an independent repair provider upon fair and reasonable terms; provided, however, that a manufacturer is under no obligation to make available a part that is not available to the manufacturer or the authorized repair provider; and

(3) Make a diagnostic repair tool that incorporates the same diagnostic repair capabilities made available to an authorized repair provider available for purchase by an independent repair provider upon fair and reasonable terms.

(b) A manufacturer that sells diagnostic and repair information to an independent repair provider in a format that is standardized with other manufacturers shall not require an authorized repair provider to purchase such information in a proprietary format, unless the proprietary format includes information that is not available in the standardized format.

(c) A manufacturer of a digital electronic product used for the purpose of providing security related functions shall not exclude information that is necessary to reset a security related electronic function from the diagnostic and repair information provided to an independent repair provider. If necessary for security purposes, a manufacturer may provide such information through a secure data release system.

(d) A manufacturer that provides diagnostic and repair information relating to a digital electronic product to a third-party publication or service information system shall be deemed to be in compliance with the requirements of this Code section with respect such information.

10-1-953.

Nothing in this article shall be construed to:

(1) Require a manufacturer to divulge information entitled to protection as a trade secret;

(2) Interfere with, contradict, or alter the terms of an agreement in force between a manufacturer and an authorized repair provider; or

(3) Require a manufacturer or authorized repair provider to provide access to information other than diagnostic and repair information provided by a manufacturer to an authorized repair provider pursuant to the terms of an agreement executed between the manufacturer and authorized repair provider.

10-1-954.

A violation of this article constitutes an unfair or deceptive practice in consumer transactions within the meaning of Part 2 of Article 15 of this chapter, the 'Fair Business

91 Practices Act of 1975.' All remedies, penalties, and authority granted to the Attorney
92 General by that Act shall be available for the enforcement of this article.

93 10-1-955.

94 (a) An independent repair provider or owner that believes a manufacturer has violated this
95 article shall notify such manufacturer of the alleged violation in writing. Such notice shall
96 include a description of the alleged violation.

97 (b) Upon receipt of notice as provided for in subsection (a) of this Code section, a
98 manufacturer shall respond in writing and shall have a right to cure the alleged violation
99 within 30 days of receiving such notice.

100 (c) Either party may file an action concerning an alleged violation of this article in the
101 superior court of the county in which the violation is alleged to have occurred.

102 (d) Upon timely application to the court in which an action involving a violation of this
103 chapter is pending, the Attorney General may intervene as a party at any time or may be
104 heard at any time. The Attorney General's failure to intervene shall not preclude the
105 Attorney General from bringing a separate action.

106 10-1-956.

107 This article shall apply to any digital electronic product sold or in use in this state on or
108 after July 1, 2023."

109 **SECTION 2.**

110 All laws and parts of laws in conflict with this Act are repealed.