

**SUBSTITUTE FOR
HOUSE BILL NO. 4673**

A bill to require certain original equipment manufacturers and authorized repair providers of agricultural equipment to make diagnostic, maintenance, and repair parts, tools, and documentation available to independent repair providers and owners of that equipment; to provide for the powers and duties of certain state and local governmental officers and entities; and to provide remedies and civil sanctions.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 Sec. 1. This act may be cited as the "agricultural equipment
2 repair act".

3 Sec. 3. As used in this act:

4 (a) "Agricultural equipment" means a tractor, trailer,
5 combine, sprayer, tillage implement, baler, or other personal



1 property, including any digital electronic component embedded in or
2 attached to the equipment, that is specifically designed to be used
3 on a farm or ranch and used for planting, growing, or harvesting
4 agricultural products or used for raising or breeding livestock.
5 Agricultural equipment includes any mechanical system specifically
6 designed to be used on a farm or ranch for the conveyance or
7 storage of agriculture or animal products in a raw or unprocessed
8 state, regardless of whether the mechanical system is affixed to
9 real property. Agricultural equipment does not include any of the
10 following:

11 (i) A self-propelled vehicle designed specifically for the
12 transportation of individuals or property on a highway or roadway
13 and that is certified by the manufacturer under any applicable
14 federal safety and emission standards and requirements for
15 distribution and sale in the United States.

16 (ii) An off-highway vehicle.

17 (iii) A personal watercraft.

18 (iv) A snowmobile.

19 (v) Any construction equipment.

20 (b) "Authorized repair provider" means a person that has an
21 arrangement with an original equipment manufacturer under which the
22 original equipment manufacturer grants to the person a license to
23 use a trade name, service mark, or other proprietary identifier for
24 the purposes of offering diagnostic, maintenance, or repair
25 services for agricultural equipment on behalf of the person or the
26 original equipment manufacturer.

27 (c) "Construction equipment" means a vehicle or machinery to
28 which all of the following apply:

29 (i) The vehicle or machinery is designed and specifically used



1 for any of the following:

2 (A) The grading of a highway or roadway, the paving of a
3 highway or roadway, earth moving, or other construction work on a
4 highway or roadway.

5 (B) The construction of a structure, including, but not
6 limited to, a dwelling.

7 (C) The construction or maintenance of railroad rights-of-way.

8 (ii) The vehicle or machinery is only incidentally operated or
9 moved over a highway or roadway.

10 (iii) The vehicle or machinery is not designed or specifically
11 used for the transportation of individuals or property.

12 (d) "Documentation" means a manual, diagram, reporting output,
13 service code description, schematic diagram, library of diagnosed
14 issues, security code, password, or other guidance or information,
15 whether in an electronic or a tangible format, that is required to
16 diagnose problems with, or perform maintenance or repair of,
17 agricultural equipment.

18 (e) "Fair and reasonable costs" means all of the following:

19 (i) For a tool that is not software or a part, costs to which
20 both of the following apply:

21 (A) The costs are fair to the original equipment manufacturer
22 or authorized repair provider and the independent repair provider
23 or owner, considering the market value of the tool or part in this
24 state, any conditions that are agreed to by the parties, the
25 promised quality, and timeliness of delivery.

26 (B) The costs do not discourage or disincentivize an
27 independent repair provider or owner from making a repair to
28 agricultural equipment.

29 (ii) For a tool that is software, costs that are equivalent to



1 the actual cost for which an original equipment manufacturer offers
2 the software to an authorized repair provider, except that the
3 original equipment manufacturer or authorized repair provider may
4 charge additional fees related to necessary or additional services
5 utilized in making the software available to the independent repair
6 provider or owner, including, but not limited to, training or
7 installation assistance.

8 (iii) For documentation, costs that are equivalent to the actual
9 cost for which an original equipment manufacturer offers the
10 documentation to an authorized repair provider, unless the
11 documentation is requested in physical form, in which case the
12 costs may include a fee that is equivalent to the actual cost of
13 preparing and sending the documentation in physical form.

14 (f) "Fair and reasonable terms" means a burden or condition
15 that is necessary for the provision of the part, tool, or
16 documentation, within the ordinary course of business and that is
17 not designed to be an impediment on an independent repair provider
18 or owner. Fair and reasonable terms do not include any of the
19 following:

20 (i) Imposing an obligation on an independent repair provider or
21 owner to use a part, tool, or documentation to diagnose, maintain,
22 or repair agricultural equipment.

23 (ii) Requiring an independent repair provider or owner to
24 become an authorized repair provider.

25 (iii) Requiring a part, tool, or documentation to be registered
26 with, paired with, or approved by an original equipment
27 manufacturer or an authorized repair provider before the use of the
28 part, tool, or documentation.

29 (iv) Imposing an additional burden or material change that



1 would adversely affect the timeliness or method of delivery of a
2 part, tool, or documentation.

3 (v) For a tool that is software, imposing an unreasonable
4 impediment to accessing the software, including, but not limited
5 to, requiring prior authorization by the original equipment
6 manufacturer for use of the software or denying a request for the
7 software to be downloaded or delivered via an alternative method.

8 (g) "Independent repair provider" means a person operating in
9 this state that is not an authorized repair provider and that is
10 engaged in diagnostic, maintenance, or repair services for
11 agricultural equipment.

12 (h) "Off-highway vehicle" means a self-propelled vehicle that
13 is designed to travel on wheels or tracks in contact with the
14 ground, designed primarily for use off of highways, and generally
15 and commonly used to transport individuals for recreational
16 purposes. Off-highway vehicle does not include any of the
17 following:

18 (i) A military vehicle.

19 (ii) A golf cart.

20 (iii) A vehicle designed and used to carry a person with a
21 disability.

22 (i) "Original equipment manufacturer" means a person that
23 manufactures agricultural equipment and sells the equipment to
24 another person.

25 (j) "Owner" means a person that owns agricultural equipment.
26 Owner does not include an original equipment manufacturer.

27 (k) "Part" means a component or subcomponent of agricultural
28 equipment that is sold, supplied, or made available by an original
29 equipment manufacturer and that is necessary for diagnosing,



1 maintaining, or repairing the agricultural equipment.

2 (l) "Snowmobile" means a self-propelled vehicle primarily
3 designed or altered for travel on snow or ice when supported in
4 part by skis, belts, or cleats and designed primarily for use off
5 of highways. Snowmobile does not include machinery used strictly
6 for the grooming of snowmobile trails or ski slopes.

7 (m) "Tool" means a software program, hardware implement, or
8 other apparatus that is necessary for diagnosing, maintaining, or
9 repairing agricultural equipment, including, but not limited to,
10 software or other mechanisms that provision, program, or pair a new
11 part, calibrate functionality, or perform any other function
12 required to bring the product back to fully functional condition.

13 (n) "Trade secret" means that term as defined in section 2 of
14 the uniform trade secrets act, 1998 PA 448, MCL 445.1902.

15 Sec. 5. (1) Beginning January 1, 2025 and except as otherwise
16 provided in subsection (2) and section 7, an original equipment
17 manufacturer or authorized repair provider of agricultural
18 equipment that is sold and used in this state shall make available
19 to an independent repair provider or owner, at fair and reasonable
20 costs and on fair and reasonable terms, any part, tool, or
21 documentation that is needed to diagnose, maintain, or repair the
22 agricultural equipment.

23 (2) An original equipment manufacturer may make parts, tools,
24 and documentation available to an independent repair provider or
25 owner through an authorized repair provider that consents to sell
26 or make available parts, tools, or documentation on behalf of the
27 original equipment manufacturer.

28 Sec. 7. If an original equipment manufacturer enters into and
29 is covered under a nationwide memorandum of understanding regarding



1 a right to repair agricultural equipment, the memorandum of
2 understanding governs an owner's right to repair, or right to
3 engage the services of an independent repair provider for the
4 repair of, the agricultural equipment of the original equipment
5 manufacturer, if the requirements imposed on the original equipment
6 manufacturer under the nationwide memorandum of understanding
7 comply with the requirements of this act.

8 Sec. 9. (1) This act does not require an original equipment
9 manufacturer to do any of the following:

10 (a) Divulge a trade secret to an independent service provider
11 or owner.

12 (b) Provide a part that is used by the original equipment
13 manufacturer only to design, develop, manufacture, test, or improve
14 its products.

15 (2) This act does not do any of the following:

16 (a) Alter the terms of an arrangement described in section
17 3(b) between an authorized repair provider and an original
18 equipment manufacturer, except that a provision of the agreement
19 that limits the original equipment manufacturer's or authorized
20 repair provider's obligation to comply with this act is void and
21 unenforceable.

22 (b) Authorize a repair to agricultural equipment that
23 deactivates a safety notification system or that is otherwise
24 illegal.

25 (c) Authorize access to a tool function that enables an
26 independent repair provider or owner to change the settings of
27 agricultural equipment in a manner that brings the equipment out of
28 compliance with an applicable safety or emission law.

29 (d) Authorize the evasion of an emission or copyright law.



1 (3) This act does not apply to leased or rented agricultural
2 equipment.

3 Sec. 11. An original equipment manufacturer or authorized
4 repair provider is not liable under this act for any of the
5 following:

6 (a) A faulty or otherwise improper repair provided by an
7 independent repair provider or owner, including, but not limited
8 to, a faulty or otherwise improper repair that causes any of the
9 following:

10 (i) Any damage to the agricultural equipment during the repair.

11 (ii) An inability to use, or a reduced functionality of, any
12 piece of the agricultural equipment that results from the repair.

13 (iii) An injury or death of an individual that results from the
14 repair.

15 (b) A violation of a state emission or safety standard
16 resulting from a faulty, illegal, or otherwise improper repair to
17 agricultural equipment provided by an independent repair provider
18 or owner.

19 Sec. 13. (1) If the attorney general has probable cause to
20 believe that an original equipment manufacturer is engaged in or
21 has engaged in a violation of section 5, and gives notice in
22 accordance with this section, the attorney general may bring an
23 action in accordance with principles of equity to restrain the
24 original equipment manufacturer from engaging in the violation of
25 section 5.

26 (2) The action described in subsection (1) may be brought in
27 the circuit court of the county where the defendant is established
28 or conducts business or, if the defendant is not established in
29 this state, in the circuit court of Ingham County.



1 (3) The court in an action described in subsection (1) may
2 award costs to the prevailing party and may require damages to be
3 awarded to the independent repair provider or owner impacted by the
4 violation of section 5.

5 (4) Unless waived by the court on good cause shown not less
6 than 30 days before the commencement of an action described in
7 subsection (1), the attorney general shall notify the original
8 equipment manufacturer of the intended action and give the original
9 equipment manufacturer an opportunity to cease and desist from the
10 alleged violation of section 5 or to confer with the attorney
11 general in person, by counsel, or by other representative, as to
12 the proposed action before the filing date.

13 (5) An original equipment manufacturer that knowingly violates
14 the terms of an injunction, order, decree, or judgment issued under
15 this section shall forfeit and pay to the state a civil fine of not
16 more than \$25,000.00 for each violation.

17 (6) For the purpose of this section, the court issuing an
18 injunction, order, decree, or judgment shall retain jurisdiction,
19 the cause must be continued, and the attorney general may petition
20 for recovery of a civil fine as provided under this section.

