



P.O. Box 419264 • Kansas City, MO 64141-6264 • 816-561-5323 • www.naeda.com

In OPPOSITION to A3809

The North America Equipment Dealers Association is an international trade association representing approximately 4,500 farm, industrial, and outdoor power equipment dealers in North America.

In New Jersey, NAEDA represents several dealer locations. Through the sale of equipment, parts, and services, our dealer members partner with farmers and ranchers across the state to make them the world's most productive and competitive producers.

Our industry is a leading example of one that supports customer self-repair. Equipment manufacturers and dealers (authorized repair providers) are committed to providing owners and independent repair shops access and widespread availability of parts, tools, documentation, and diagnostic capabilities. The reality of the repair landscape demonstrates this commitment. A third-party survey of our industry showed that nearly 60 percent of all parts sold by dealerships are installed by independent repair providers or owners.

In addition to the support provided directly to owners and independent repair shops, the major stakeholders on this issue have agreed to a Memorandum of Understanding. The MOUs between John Deere, CNHI, Kubota, AGCO, Claas, and the American Farm Bureau Federation are private-sector solutions that formalize the commitment to supporting customer repair and make legislation unnecessary for our industry. Those MOUs are living documents reassessed every six months by both parties to account for technology updates, something legislation is not equipped to do.

These agreements were entered into between early and mid-2023, and, in mid-2025, the American Farm Bureau's reporting portal had received only two complaints from consumers against manufacturers. One was deemed invalid, the other was settled through the process established in the MOU between the Manufacturer and the American Farm Bureau Federation. These agreements provide consumers and independent-repair providers with a viable process by which they can document and seek a solution to anything they perceive to hinder their ability to perform self-repairs. The process has proven to work, and does not create irreparable changes in the industry's business model, which this legislation will do.

A3809 primarily creates these changes in the industry's business model in Section 2.a, Subsection 2, which mandates that:

"2. a. A manufacturer of farm equipment or lawn mowers sold, offered for sale, or used in this State shall make available:...

(2) farm equipment, lawn mowers, or service parts, including any updates to the embedded software, for purchase by the owner, an authorized agent, or any independent repair provider under fair and reasonable terms."

And in Section 1's definition of "Fair and reasonable terms," which the bill defines as:

“Fair and reasonable terms’ means an equitable price in light of relevant factors including, but not limited to: (1) the net cost to the authorized repair provider for similar information obtained from a manufacturer, less any discounts, rebates, or other incentive programs; (2) the cost to the manufacturer for preparing and distributing the information, including amortized capital costs for the preparation and distribution of the information, but excluding any research and development costs incurred in designing and implementing, upgrading, or altering the product; (3) the price charged by other manufacturers for similar information; (4) the price charged by other manufacturers for similar information prior to the launch of manufacturer websites; (5) the ability of aftermarket facilities or providers to afford the information; (6) the means by which the information is distributed; (7) the extent to which the information is used, which includes the number of users and the frequency, duration, and volume of use; and (8) inflation.”

This state-mandated price fixing inherently changes the relationship between Original Equipment Manufacturers (OEMs) and their authorized repair providers (dealerships), turning dealership suppliers into their competitors. Dealerships will either have to compete with their supplier—the OEM—for part sales or accept a loss of revenue by selling parts at cost and for no profit. This mandate ignores the investment dealerships make in maintaining a parts inventory and their function as a local and timely distribution center for parts to customers and independent repair providers. It fundamentally changes existing contracts between OEMs and dealerships, violating the state’s Constitution under Article IV, Section VII, Subsection 3, which states:

“The Legislature shall not pass any bill of attainder, ex post facto law, or law impairing the obligation of contracts, or depriving a party of any remedy for enforcing a contract which existed when the contract was made.”

Additionally, A3809 requires that OEMs provide customers and independent repair providers with access to “security-related functions” in Section 2, Subsection d:

“A manufacturer selling or offering for sale in this State farm equipment or lawn mowers with security-related functions shall include diagnostic, service, and repair documentation necessary to reset a security-related electronic function from information provided to an independent repair provider or owner. If excluded during the transaction, the manufacturer shall provide the documentation necessary to reset an immobilizer system or security-related electronic module to an independent repair provider or owner through the appropriate secure data release systems.”

A3809 will grant access to safety-related functions without creating an obligation to prevent modifications or mandate that the equipment remain within OEM operating specifications. This creates safety and environmental concerns for dealerships when taking a piece of equipment in for servicing or repair, assessing the value of the equipment for purchase from an owner on the used-equipment market, and remaining compliant with the Federal Clean Air Act.

Farm Equipment is tightly regulated by the Federal Clean Air Act. This bill would violate federal law by allowing access to emissions criteria. 42 U.S.C. § 7543(e) provides that, “No State or any political subdivision thereof shall adopt or attempt to enforce any standard or other requirement relating to the control of emissions from either of the following new nonroad engines or nonroad vehicles.”

In conclusion, A3809 presents several practical, safety, environmental, and constitutional issues. This legislation is unnecessary given the MOUs between the major stakeholders on this issue for our industry. We urge legislators to support those MOUs and not create additional challenges for farmers and ranchers with unwarranted legislative mandates and OPPOSE A3809.