

STATE OF NEW YORK

5771

2025-2026 Regular Sessions

IN SENATE

February 28, 2025

Introduced by Sen. MAY -- read twice and ordered printed, and when printed to be committed to the Committee on Consumer Protection

AN ACT to amend the general business law, in relation to enacting the "farm equipment fair repair act"

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Short title. This act shall be known and may be cited as
2 the "farm equipment fair repair act".

3 § 2. The general business law is amended by adding a new article 33-C
4 to read as follows:

ARTICLE 33-C

AGRICULTURAL EQUIPMENT RIGHT TO REPAIR

Section 698. Definitions.

698-a. Agricultural equipment repair; rights of consumers.

9 § 698. Definitions. For the purposes of this section, the following
10 terms shall have the following meanings:

11 1. "Authorized repair provider" means an individual or business who
12 has an arrangement with the original equipment manufacturer under which
13 such original equipment manufacturer grants to such individual or busi-
14 ness a license to use a trade name, service mark, or other proprietary
15 identifiers for the purposes of offering the services of diagnosis,
16 maintenance, or repair of agricultural equipment under the name of such
17 original equipment manufacturer, or other arrangement with such original
18 equipment manufacturer to offer such services on behalf of, or under
19 contract to, such original equipment manufacturer. An original equipment
20 manufacturer who offers the services of diagnosis, maintenance, or
21 repair of its own agricultural equipment shall be considered an author-
22 ized repair provider with respect to such equipment.

23 2. "Agricultural equipment" or "equipment" means any device, instru-
24 ment or machinery used in agriculture, horticulture, viticulture, dairy
25 farming, livestock farming, poultry and/or beef raising, forestry, prop-
26 erty maintenance and in the production of any and all products raised or

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

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1 produced on farms and processed or manufactured products thereof, trans-
2 ported or intended to be transported in interstate and/or foreign
3 commerce.

4 3. "Documentation" means any manual, maintenance procedures, func-
5 tional and wiring diagrams, reporting output, service code description,
6 board view file or complete PCB layout, PCB schematic, security code,
7 password, training material, troubleshooting information, full list of
8 required tools, full parts list, and other guidance or information used
9 in effecting the services of diagnosis, maintenance, or repair of agri-
10 cultural equipment.

11 4. "Embedded software" means any programmable instructions provided on
12 firmware delivered with or loaded to agricultural equipment, with
13 respect to such agricultural equipment's operation, including all rele-
14 vant patches and fixes made by the manufacturer, including but not
15 limited to items described as a basic internal operating system, an
16 internal operating system, a machine code, an assembly code, a root
17 code, or a microcode.

18 5. "Fair and reasonable terms" means:

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

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

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

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

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

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

38 (i) at no charge, except that, when a tool is requested in physical
39 form, a charge may be included for the reasonable, actual costs of
40 preparing and sending such tool;

41 (ii) without requiring authorization or internet access for the use or
42 operation of such tools, or imposing impediments to access or use of the
43 tools to diagnose, maintain, or repair and enable full functionality of
44 agricultural equipment; and

45 (iii) in a manner that does not impair the efficient and cost-effec-
46 tive performance of any such diagnosis, maintenance, or repair.

47 6. "Firmware" means a software program or set of instructions
48 programmed on agricultural equipment, or on a part of such agricultural
49 equipment, to allow such agricultural equipment or part to communicate
50 within itself or with other computer hardware.

51 7. "Independent repair provider" means an individual or business oper-
52 ating in the state that does not have an arrangement described in subdi-
53 vision one of this section with an original equipment manufacturer, and
54 who is engaged in the services of diagnosis, maintenance, or repair of
55 agricultural equipment.

1 8. "Original equipment manufacturer" or "manufacturer" means a busi-
2 ness engaged in the business of selling, leasing, or otherwise supplying
3 new agricultural equipment manufactured by or on behalf of itself, to
4 any individual or business.

5 9. "Owner" means an individual or business who owns or leases agricul-
6 tural equipment purchased or used in this state.

7 10. "Part" means any replacement part, either new or used, made avail-
8 able or used by an original equipment manufacturer or its authorized
9 repair providers for purposes of effecting the services of maintenance
10 or repair of agricultural equipment manufactured by or on behalf of,
11 sold or otherwise supplied by the original equipment manufacturer.

12 11. "Parts pairing" refers to the practice by manufacturers of using
13 software to identify component parts through a unique identifier.

14 12. "Tool" means any software program, hardware implement, or other
15 apparatus used for diagnosis, maintenance, or repair of agricultural
16 equipment, including software or other mechanisms that provision,
17 program, or pair a new part, calibrate functionality, or perform any
18 other function required to bring the product back to fully functional
19 condition, including any updates.

20 13. "Trade secret" means proprietary information of a manufacturer
21 that is protected from disclosure pursuant to state or federal law.

22 14. "Updates" means recommended corrections or adjustments to parts,
23 tools or information that are created and distributed by the original
24 equipment manufacturer and used in offering the services of diagnosis,
25 maintenance or repair of agricultural equipment.

26 § 698-a. Agricultural equipment repair; rights of consumers. 1.
27 Requirements. (a) An original equipment manufacturer of agricultural
28 equipment and parts for such equipment that are sold or used in New York
29 state shall make available to any independent repair provider and/or
30 owner of agricultural equipment manufactured by or on behalf of, or sold
31 by such original equipment manufacturer, on fair and reasonable terms,
32 any documentation, parts, and tools, required for the diagnosis, mainte-
33 nance, or repair of such agricultural equipment and parts for such
34 equipment, inclusive of any updates. Such documentation, parts and tools
35 shall be made available either directly by such original equipment
36 manufacturer or via an authorized repair provider or distributor.

37 (b) An original equipment manufacturer shall not use parts pairing or
38 any other mechanism to:

39 (i) prevent the installation or functioning of any otherwise-function-
40 al part, including a non-manufacturer approved replacement part or
41 component;

42 (ii) inhibit or reduce the functioning of any part or board-level
43 component, such that replacement by an independent repair provider or
44 the device owner may cause the device to operate with reduced function-
45 ality or performance;

46 (iii) create false, misleading, deceptive, or non-dismissible alerts
47 or warnings about parts;

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

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

51 (c) The original equipment manufacturer of equipment that requires
52 deactivating an electronic lock for purposes of repair shall make avail-
53 able to any owner, or independent repair provider, with the express
54 permission of the owner, on fair and reasonable terms, any special
55 documentation, tools, and parts needed to access and reset such elec-
56 tronic lock when disabled in the course of diagnosis, maintenance, or

1 repair of such equipment. Such documentation, tools, and parts may be
2 made available through an appropriate secure release system.

3 2. Limitations. (a) Nothing in this section shall be construed to
4 require an original equipment manufacturer to divulge any trade secret
5 to any owner or independent service provider, except as necessary to
6 perform diagnosis, maintenance, or repair on fair and reasonable terms.

7 (b) Nothing in this section shall be construed to alter the terms of
8 any arrangement made for compliance with paragraph (a) of subdivision
9 one of this section in force between an authorized repair provider and
10 an original equipment manufacturer, including, but not limited to, the
11 performance or provision of warranty or recall repair work by an author-
12 ized repair provider on behalf of an original equipment manufacturer and
13 pursuant to such arrangement, except that any provision in such terms
14 that purports to waive, avoid, restrict or limit the original equipment
15 manufacturer's obligations to comply with this section shall be void and
16 unenforceable.

17 (c) No original equipment manufacturer or authorized repair provider
18 shall be liable for any damage or injury to any agricultural equipment
19 caused by an independent repair provider or owner which occurs during
20 the course of repair, diagnosis, or maintenance and is not attributable
21 to such original equipment manufacturer or authorized repair provider
22 other than if such damage or injury is attributable to design or manu-
23 facturing defects.

24 (d) Nothing in this section shall be construed to require a manufac-
25 turer to make available special documentation, tools, or parts that
26 would disable or override anti-theft security measures set by the owner
27 of the equipment without such owner's authorization.

28 (e) Nothing in this section shall be construed to require a manufac-
29 turer to sell a part if such part is no longer available to such
30 manufacturer.

31 (f) Nothing in this section shall be construed to require a manufac-
32 turer to sell any service materials that would be illegal to use under
33 federal or state law.

34 (g) Nothing in this section shall be construed to prevent a parts
35 dealer from pricing goods over the wholesale price of such goods.

36 3. Enforcement. If the attorney general determines that a failure to
37 provide documentation, parts, or tools as described required under
38 subdivision one of this section constitutes an unfair method of competi-
39 tion, false advertising, or unfair or deceptive trade practices under
40 section three hundred forty-nine of this chapter, all remedies, penal-
41 ties, and authority granted to the attorney general by such section
42 three hundred forty-nine shall be available to the attorney general for
43 the enforcement of this section.

44 4. Exclusions. The provisions of this section shall not apply to:

45 (a) a motor vehicle that is designed to transport individuals or prop-
46 erty on a street or highway and is certified by a motor vehicle manufac-
47 turer under all requirements for the distribution and sale of motor
48 vehicles in the United States; or

49 (b) industrial, construction, compact construction, mining or road-
50 building equipment.

51 5. Applicability. This section shall apply to equipment first manufac-
52 tured and sold on or after July first, two thousand fifteen.

53 § 3. This act shall take effect on the one hundred eightieth day after
54 it shall have become a law.