

By: Senator(s) Younger

To: Agriculture; Judiciary,
Division A

SENATE BILL NO. 2005

1 AN ACT TO PROVIDE FARMERS, RANCHERS AND INDEPENDENT REPAIR
2 PROVIDERS WITH THE RIGHT TO REPAIR AGRICULTURAL EQUIPMENT, TO
3 DEFINE RELEVANT TERMS, TO OUTLINE SITUATIONS WHERE THE RIGHT TO
4 REPAIR MAY BE DENIED; AND FOR RELATED PURPOSES.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MISSISSIPPI:

6 **SECTION 1.** This act shall be known as the "Right to Repair
7 Act."

8 **SECTION 2.** (1) For the purpose of this section:

9 (a) "Agricultural equipment" means equipment that is
10 primarily designated for the use in a farm or ranch operation.

11 This includes:

12 (i) a tractor, trailer, combine, sprayer, tillage
13 implement, baler and other equipment used to plant, cultivate or
14 harvest agricultural products or to ranch; and

15 (ii) attachments to and repair parts for equipment
16 described in subparagraph (a)(i) of this section.

17 Agricultural equipment does not include:



18 (iii) self-propelling vehicles designed primarily
19 for the transportation of individuals or property on a street or
20 highway; and

21 (iv) any aircraft used in an agricultural aircraft
22 operation, such as:

23 (1) dispensing any pesticides or other
24 substance intended for plant nourishment, soil treatment,
25 propagation of plant life or pest control; or

26 (2) engaging in dispensing activities
27 directly affecting agriculture, horticulture or forest
28 preservation, but not including the dispensing of live insects.

29 (v) any equipment designed primarily for
30 irrigation purposes.

31 (b) "Authorized repair provider" means a person that is
32 unaffiliated with a manufacturer other than through an arrangement
33 with the manufacturer, whether for a definite or an indefinite
34 period, in which the manufacturer, for the purpose of offering to
35 provide services to an equipment owner regarding the owner's
36 equipment or a part, grants the person:

37 (i) a license to use a trade name, service mark or
38 other proprietary identifier; or

39 (ii) authorization under any other arrangement to
40 act on behalf of the manufacturer.

41 Authorized repair provider also includes a manufacturer that
42 offers to provide services to an owner of the manufacture's



43 equipment regarding the owner's equipment, or a part, if the
44 manufacturer does not have any arrangement with an unaffiliated
45 person.

46 (c) "Data" means information transmitted or compiled
47 with the consent of the owner, that arises from the operation of
48 an owner's agricultural equipment or its parts.

49 (d) "Documentation" means a manual, diagram, schematic
50 diagram, reporting output, service code description, security
51 codes or passwords, or similar types of guidance or information,
52 whether in an electronic or tangible format, that a manufacturer
53 provides to an authorized repair provider to assist the authorized
54 repair provider with services performed on the manufacturer's
55 equipment or a part of the equipment.

56 (e) "Embedding software for agricultural equipment"
57 means any programable instructions provided on firmware that is
58 delivered with, or loaded to, the agricultural equipment, with
59 respect to agricultural equipment operation.

60 (f) "Embedded software for agricultural equipment"
61 includes all relevant patches and fixes that the manufacture
62 makes, including, but not limited to, items described as "basic
63 internal operating systems", "internal operating systems",
64 "machine code", "assembly code", "root code" and "microcode".

65 (g) "Equipment" means agricultural equipment as
66 described in subsection (1)(a).



67 (h) "Equipment dealer" means any person, partnership,
68 corporation, association or other form of business enterprise that
69 is primarily engaged in the retail sale of agricultural equipment.

70 (i) "Fair and reasonable terms and costs" means that
71 the contracts and terms of sale for agricultural equipment and
72 parts of agricultural equipment shall not impose an undue burden
73 on an owner or independent repair provider. Terms and costs to
74 consider include, but are not limited to:

75 (i) net cost incurred;

76 (ii) any discounts, rebates or incentives offered;

77 (iii) fairness of the proposed price and terms to
78 both parties;

79 (iv) the quality of the agricultural equipment or
80 part;

81 (v) practicality of delivery of the agricultural
82 equipment or part; and

83 (vi) any other relevant factors.

84 (2) Independent repair providers or owners are authorized
85 to:

86 (a) perform or facilitate the repair of agricultural
87 equipment, unless the repair would require breaching one of the
88 exceptions listed in subsection (4);

89 (b) make any modification to agricultural equipment
90 that deactivates a safety notification system, except as necessary
91 to provide services;



92 (c) access any function of a tool that enables the
93 independent repair provider or owner to change the settings for a
94 piece of agricultural equipment in a manner that brings the
95 equipment out of compliance with any applicable federal, state or
96 local safety or emissions laws, except as necessary to provide
97 services;

98 (d) evade emissions, copyright, trademark, or patten
99 laws; or

100 (e) engage in any other unauthorized equipment
101 modification activities.

102 (3) (a) With respect to agricultural equipment and parts of
103 agricultural equipment, equipment sold to an owner or independent
104 repair provider must be made with fair and reasonable terms and
105 costs. Agricultural equipment, or parts of agricultural
106 equipment, shall be sold to an owner or independent repair
107 provider under equitable terms. Owners and independent repair
108 providers shall have access to, or receipt of, any part pertaining
109 to agricultural equipment in a manner that:

110 (i) is fair to both parties in light of any
111 agreed-upon conditions, the promised quality and timeliness of the
112 delivery; or

113 (ii) does not discourage or disincentivize repairs
114 to be made by an owner or an independent repair provider.



115 (b) The terms and conditions of sale and service are
116 considered fair if they do not impose on an owner or independent
117 repair provider any:

118 (i) substantial obligation to use, or any
119 restriction on the use of, a part, embedded software for
120 agricultural equipment, firmware or tool, including a condition
121 that the owner or independent repair provider become an authorized
122 repair provider of the manufacturer; or

123 (ii) require that a part, embedded software for
124 agricultural equipment, firmware or a tool be registered, paired
125 with or approved by the manufacturer or an authorized provider,
126 before the part, embedded software for agricultural equipment,
127 firmware or tool is operational.

128 (c) For the purpose of providing services for equipment
129 in this state, an original equipment manufacture shall, with fair
130 and reasonable terms and costs, make available to an independent
131 repair provider or owner of the manufacturer's equipment, any
132 documentation, parts, embedded software for agricultural
133 equipment, firmware, tools, or, with owner authorization, data
134 that is intended for use with the equipment or any part of the
135 equipment, including updates to any documentation, parts, embedded
136 software for agricultural equipment, firmware, tools, or, with
137 owner authorization, data.

138 (d) With respect to agricultural equipment that
139 contains an electronic security lock or other security-related



140 function, a manufacturer shall, with fair and reasonable terms and
141 costs, make available to independent repair providers and owners
142 any documentation, parts, embedded software for agricultural
143 equipment, firmware, tools, or, with owner authorization, data,
144 needed to reset the lock or function when disabled in the course
145 of providing services. The manufacturer may make the
146 documentation, parts, embedded software for agricultural
147 equipment, firmware, tools, or, with owner authorization, data,
148 available to independent repair providers and owners through
149 appropriate security release systems.

150 (4) Subsections (2) and (3) do not apply to:

151 (a) conduct that would require the manufacturer to
152 divulge a trade secret; except that a manufacture shall not refuse
153 to make available to an independent repair provider or owner any
154 documentation, parts, embedded software for agricultural
155 equipment, firmware, tools, or, with owner authorization, data,
156 necessary to provide services on grounds that the any
157 documentation, parts, embedded software for agricultural
158 equipment, firmware, tools, or, with owner authorization, data,
159 itself is a trade secret.

160 (b) a manufacturer may withhold information regarding a
161 component, design, functionality or process of developing a
162 document, parts, embedded software for agricultural equipment,
163 firmware or tools if the information is a trade secret and the
164 usability of the any documentation, parts, embedded software for



165 agricultural equipment, firmware or tools for the purpose of
166 providing services is not diminished.

167 (5) Neither an original equipment manufacture or an
168 equipment dealer is liable for faulty or otherwise improper
169 repairs provided by independent repair providers or owners,
170 including faulty or otherwise improper repairs that cause:

171 (a) damage to the agricultural equipment that occurs
172 during such repairs;

173 (b) an inability to use, or reduced functionality of, a
174 piece of agricultural equipment resulting from the faulty or
175 otherwise improper repair.

176 (6) (a) A manufacturer that provides documentation, parts,
177 embedded software for agricultural equipment, firmware, tools or
178 data to an independent repair provider or owner, in compliance
179 with this act, is neither liable or responsible to the owner,
180 independent repair provider or any other party, for any action
181 that the independent repair provider, owner or another party takes
182 while using or relying on the documentation, parts, embedded
183 software for agricultural equipment, firmware, tools or data that
184 the manufacturer provided.

185 (b) An original manufacturer will be liable for damages
186 or harm caused, if the information or equipment provided by the
187 manufacturer was knowingly, intentionally, willfully, recklessly,
188 or negligently erroneous or incomplete, in a manner that would
189 render the provided information ineffective or misleading.



190 (7) (a) With respect to a contract, arrangement or a
191 renewal of a contract or arrangement, that an original
192 agricultural equipment manufacturer entered into after January 1,
193 2025, any contract term, provision, agreement or language in the
194 contract or agreement that waives, avoids, restricts or limits the
195 manufacturers obligations as provided in this act, is void and
196 unenforceable.

197 (b) If an agricultural equipment manufacturer enters
198 into or is covered under a nationwide memorandum of understanding
199 regarding a right to repair agricultural equipment, the memorandum
200 of understanding governing an owner's right to provide services,
201 or to engage the services of an independent repair provider for
202 that manufacturer's brand of agricultural equipment, except that,
203 if compliance with the memorandum understanding would deny the
204 owner any rights afforded to the owner in this act, including any
205 rights to documentation, data, tools or embedded software for
206 agricultural equipment necessary for the diagnosis, maintenance or
207 repair of the owner's agricultural equipment, the owner is
208 entitled to the documentation, data, tools or embedded software
209 for agricultural equipment in accordance with this act. An
210 agricultural equipment manufacturer that enters into a memorandum
211 of understanding is still obligated to meet the requirements
212 established by this act.

213 **SECTION 3.** This act shall take effect and be in force from
214 and after July 1, 2024.

