

As Amended by Senate Committee

As Amended by House Committee

Session of 2026

HOUSE BILL No. 2700

By Committee on Commerce, Labor and Economic Development

Requested by Stephen Duerst on behalf of Federico/Duerst Consulting Group and
Garmin International, Inc.

2-4

1 AN ACT concerning consumer protection; enacting the Kansas **digital**
2 right-to-repair act; establishing a right for persons who purchase or
3 lease digital electronic equipment to obtain the legal authorization and
4 necessary documentation and parts from original equipment
5 manufacturers to diagnose, maintain and repair such equipment;
6 providing for enforcement by the attorney general; creating liability
7 limitations; limiting application of such act to digital electronic
8 equipment made available for sale on or after July 1, ~~2026~~ **2027**.

9
10 *Be it enacted by the Legislature of the State of Kansas:*

11 Section 1. The provisions of sections 1 through 8, and amendments
12 thereto, shall be known and may be cited as the Kansas **digital** right-to-
13 repair act.

14 Sec. 2. As used in this act:

15 (a) "Act" means the Kansas **digital** right-to-repair act, sections 1
16 through 8, and amendments thereto.

17 (b) "Authorized repair provider" means a person or business entity **in**
18 **this state** that has an arrangement with the original equipment
19 manufacturer for a definite or indefinite period under which the original
20 equipment manufacturer grants to the individual or business entity:

21 (1) A license to use a trade name, service mark or other proprietary
22 identifier for the purpose of offering diagnosis, maintenance or repair
23 services for digital electronic equipment under the name of the original
24 equipment manufacturer; or

25 (2) other authority to offer diagnosis, maintenance or repair services
26 for digital electronic equipment on behalf of the original equipment
27 manufacturer.

28 (c) "Automatic fire detection device" means a device designed to
29 automatically detect the presence of fire by heat, flame, light, smoke or
30 other products of combustion.

31 (d) "Commercial and industrial electrical equipment" means property
32 classified for property tax purposes within subclass (5) of class 2 of

1 section 1 of article 11 of the constitution of the state of Kansas that is used
2 to produce, generate, control, condition, transport or manage electricity,
3 including, but not limited to, power distribution equipment such as
4 telecommunications network infrastructure, commercial visual display
5 equipment, medium to low voltage switchgear and transformers, power
6 control equipment, such as medium to low voltage motor control and
7 drives, power quality equipment, such as uninterruptible power supplies,
8 remote power panels, power distribution units and static or transfer
9 switches and any tools, technology, attachments, accessories, component
10 or repair parts for any such equipment.

11 (e) "Consumer" means an individual who enters into a transaction
12 primarily for personal, family or household purposes.

13 (f) "Critical infrastructure information technology equipment" means
14 digital electronic equipment intended for use in systems and assets,
15 whether physical or virtual, designated as critical infrastructure so vital to
16 the United States that the incapacity or destruction of such systems and
17 assets would have a debilitating impact on security, national economic
18 security, national public health or safety or any combination thereof,
19 pursuant to 42 U.S.C. § 5195c(e), as in effect on July 1, 2026.

20 (g) "Diagnosis" means the process of identifying the issue or issues
21 that cause digital electronic equipment to not be in full working order.

22 (h) **(1)** "Digital electronic equipment" or "equipment" means any
23 product ~~sold or leased~~ **to a consumer** that depends, wholly or in part, on
24 digital electronics embedded in or attached to the product for such
25 product's intended functionality.

26 **(2) "Digital electronic equipment" or "equipment" does not**
27 **include toys if:**

28 **(A) The product's primary intended use is play or amusement by**
29 **children under 14 years of age;**

30 **(B) the product does not function as a general-purpose computing**
31 **device; and**

32 **(C) the product does not perform critical safety, security or**
33 **communication functions, including, but not limited to, home security**
34 **monitoring or medical monitoring.**

35 (i) "Documentation" means any manual, diagram, reporting output,
36 service code description or other guidance or information provided or
37 made available by the original equipment manufacturer to an authorized
38 repair provider for the purpose of diagnosing, maintaining or repairing
39 digital electronic equipment manufactured or sold by the original
40 equipment manufacturer.

41 (j) "Fair and reasonable terms" means:

42 (1) With respect to an original equipment manufacturer making
43 available a tool, making the tool available:

1 (A) Without conditioning such availability upon the recipient being
2 an authorized repair provider;

3 (B) at no cost to use or operate the tool or at a cost that is equivalent
4 to the lowest actual cost at which the original equipment manufacturer
5 offers the tool to an authorized repair provider, taking into account any
6 discounts, rebates or other financial incentives offered by the original
7 equipment manufacturer to the authorized repair provider, subject to
8 section 4(g), and amendments thereto; and

9 (C) if the tool is requested in physical form, for a charge equal to the
10 actual cost of procuring, preparing and sending the tool;

11 (2) with respect to an original equipment manufacturer making
12 available a replacement part, making the part available either directly or
13 through an authorized distributor or repair provider, subject to section 4(g),
14 and amendments thereto:

15 (A) Without conditioning such availability upon the recipient being
16 an authorized repair provider; and

17 (B) at costs and terms that are equivalent to the costs and terms under
18 which the part is offered to an authorized repair provider;

19 (3) with respect to an original equipment manufacturer making
20 available documentation, including any relevant updates to the
21 documentation, making the documentation available:

22 (A) Without conditioning such availability upon the recipient being
23 an authorized repair provider; and

24 (B) at no cost, except that an original equipment manufacturer may
25 charge the reasonable actual cost of preparing and sending a copy of the
26 documentation if the documentation is requested in physical printed form;
27 and

28 (4) with respect to documentation, replacement parts or tools, terms
29 that are fair to all parties, including the original equipment manufacturer
30 and authorized repair providers.

31 ~~(k) "Farm equipment" means a farm tractor, self-propelled farm~~
32 ~~implement, farm trailer or implement of husbandry as defined in K.S.A. 8-~~
33 ~~126, and amendments thereto.~~

34 ~~(l) "Heavy equipment" means utility and construction equipment,~~
35 ~~including, but not limited to, forestry, roadbuilding and mining equipment,~~
36 ~~bulldozers, motor graders, backhoes, skid steers, tack loaders and~~
37 ~~excavators.~~

38 ~~(m)~~ "Home appliances with embedded digital electronics" means
39 refrigerators, ovens, microwaves, air conditioning units, heating units and
40 other similar consumer appliances for residential use that are manufactured
41 with digital electronic controls or operating systems.

42 ~~(n)~~(l) "Independent repair provider" means an individual or entity
43 operating in this state that is engaged in diagnosis, maintenance or repair

1 of digital electronic equipment subject to this act but is not an authorized
2 repair provider and is not affiliated with an individual or business entity
3 that is an authorized repair provider.

4 ~~(o)~~**(m)** "Intrusion detection system" means an electronic system or
5 portion of a system designed to detect and signal unauthorized entry or
6 attempted entry into a building, structure or secured area.

7 ~~(p)~~**(n)** "*Lighting*" means *bulbs, equipment and systems that have*
8 *the purpose of producing light and are not meant to be repairable.*
9 *"Lighting" does not include component parts that are replaceable.*

10 **(o)** "Maintenance" means any act necessary to keep digital electronic
11 equipment in full working order.

12 ~~(q)~~~~(o)~~**(p)** "Medical device" means any device defined by 21 U.S.C. §
13 321(h) as in effect on July 1, 2026, including for use in the diagnosis of
14 disease or other conditions or in the cure, mitigation, treatment or
15 prevention of disease in humans or other animals.

16 ~~(+)~~~~(p)~~**(q)** "Modification" means any alteration to digital electronic
17 equipment that is not maintenance or repair.

18 ~~(s)~~~~(q)~~**(r)** "Motor vehicle" means any vehicle that is designed for
19 transporting persons or property on a street or highway and certified by the
20 manufacturer under all applicable federal safety and emissions standards
21 and requirements for distribution and sale in the United States. "Motor
22 vehicle" does not include any farm tractor, farm trailer, self-propelled farm
23 implement, or implement of husbandry as those terms are defined in
24 K.S.A. 8-126, and amendments thereto.

25 ~~(+)~~~~(r)~~**(s)** "Motor vehicle manufacturer" means a business engaged in
26 the manufacturing or assembling of motor vehicles.

27 ~~(+)~~~~(s)~~**(t)** "Nonhighway vehicle" means the same as defined in K.S.A.
28 8-197, and amendments thereto, and includes any associated equipment.

29 ~~(+)~~~~(t)~~**(u)** "**Nonroad equipment**" means **manufacturers,**
30 **distributors, importers or dealers of all nonroad equipment, including,**
31 **but not limited to:**

- 32 **(1) Farm and utility tractors;**
- 33 **(2) farm implements;**
- 34 **(3) farm machinery;**
- 35 **(4) forestry equipment;**
- 36 **(5) industrial equipment;**
- 37 **(6) utility equipment;**
- 38 **(7) construction equipment;**
- 39 **(8) compact construction equipment;**
- 40 **(9) road-building equipment;**
- 41 **(10) mining equipment;**
- 42 **(11) turf, yard and garden equipment;**
- 43 **(12) outdoor power equipment;**

1 (13) portable generators;

2 (14) marine, all-terrain sports and recreational vehicles, including
3 racing vehicles;

4 (15) stand-alone or integrated stationary or mobile internal
5 combustion engines;

6 (16) other power sources, including, but not limited to, generator
7 sets and electric, battery and fuel cell power;

8 (17) power tools; and

9 (18) any tools, technology, attachments, accessories, components
10 and repair parts for any of the items listed in this subsection.

11 ~~(u)~~(v) "Original equipment manufacturer" means a person in this
12 state that, in the normal course of business, is engaged in the business of
13 selling, leasing or otherwise supplying new digital electronic equipment
14 manufactured by or on behalf of the person.

15 ~~(w)~~—"Outboard motor" means any self-contained internal combustion
16 propulsion system, excluding fuel supply, that is used to propel a vessel
17 and is detachable as a unit from the vessel.

18 ~~(x)~~~~(v)~~(w) "Owner" means a person that holds title to or lawful
19 possession of digital electronic equipment described in this act.

20 ~~(y)~~~~(w)~~(x) "Person" means an individual or any private profit or
21 nonprofit or public legal entity, however established or organized.

22 ~~(z)~~—"Personal watercraft" means any vessel that uses an inboard motor
23 powering a jet pump as the vessel's primary source of propulsion and is
24 designed to be operated by an individual sitting, standing or kneeling on
25 the vessel rather than the conventional manner of sitting, standing or
26 kneeling inside the vessel. "Personal watercraft" includes any associated
27 equipment.

28 ~~(aa)~~~~(x)~~(y) "Powersports vehicle" means the following as such terms
29 are defined in K.S.A. 8-126, and amendments thereto, including any
30 associated equipment:

31 (1) A motorcycle;

32 (2) a moped;

33 (3) a motorized bicycle;

34 (4) an autocycle; or

35 (5) ~~an all-terrain vehicle, recreational vehicle or recreational off-~~
36 highway vehicle.

37 ~~(bb)~~~~(y)~~(z) "Recreational vehicle" means the same as defined in
38 K.S.A. 79-5118, and amendments thereto, including any associated
39 equipment.

40 ~~(ee)~~~~(z)~~(aa) "Repair" means any act necessary to restore digital
41 electronic equipment to full working order. "Repair" does not include post-
42 sale modifications that alter the originally intended functioning of the
43 digital electronic equipment.

1 ~~(dd)(aa)~~**(bb)** "Replacement part" means a new or used replacement
2 part made available by the original equipment manufacturer **to authorized**
3 **repair providers** for the purpose of maintenance or repair of digital
4 electronic equipment that is manufactured, sold or supplied by the original
5 equipment manufacturer. "Replacement part" does not include printed
6 circuit board assemblies that allow device cloning in violation of 18
7 U.S.C. Section 1029 or other applicable law.

8 ~~(ee)(bb)~~**(cc)** "Safety communications, life safety and physical access
9 control equipment" means communication systems, fire alarm systems,
10 intrusion detection systems, electronic keypads, safety equipment or
11 physical or building access control systems used by public or private
12 emergency service organizations.

13 ~~(ff)(cc)~~**(dd)** "Trade secret" means anything tangible or intangible or
14 electronically stored or kept that constitutes, represents, evidences or
15 records intellectual property, including secret or confidentially held
16 designs, processes, procedures, formulas, inventions or improvements, or
17 secret or confidentially held scientific, technical, merchandising,
18 production, financial, business or management information or that falls
19 within the meaning of a trade secret given in 18 U.S.C. § 1839.

20 ~~(gg)(dd)~~**(ee)** "Tool" means any software program, hardware
21 implement or other apparatus **made available by the original equipment**
22 **manufacturer to authorized repair providers** used for the diagnosis,
23 maintenance or repair of digital electronic equipment, including software
24 or another mechanism that:

- 25 (1) Provides, programs or repairs a part;
- 26 (2) calibrates functionality; or
- 27 (3) performs any other function required to restore the equipment to
28 full working order.

29 ~~(hh) "Vessel" means the same as defined in K.S.A. 32-1102, and~~
30 ~~amendments thereto.~~

31 ~~(ii)(cc)~~**(ff)** *"Toy" means a consumer product that:*

32 (1) *Is marketed, labeled and sold as a toy or children's creative*
33 *product; and*

34 (2) *is subject to federal toy or children's product safety standards,*
35 *including, but not limited to, the consumer product safety improvement*
36 *act, 15 U.S.C. § 2051 et seq., and applicable regulations of the United*
37 *States consumer product safety commission.*

38 ~~(gg)~~ "Video game consoles" means specialized computing devices
39 primarily designed for playing video games, including console machines,
40 handheld devices or another device or system. "Video game consoles"
41 does not include general all-purpose personal computers, tablets or mobile
42 phones.

43 Sec. 3. (a) The provisions of this act shall apply to digital electronic

1 equipment sold or leased to owners in Kansas with a wholesale price of at
2 least \$50.

3 (b) The provisions of this act shall not apply to:

4 (1) Motor vehicles or motor vehicle parts, ~~if the original equipment~~
5 ~~manufacturer complies with a memorandum of understanding or any other~~
6 ~~industry-recognized agreement relating to the diagnosis, maintenance or~~
7 ~~repair of digital electronic~~ **and any associated** equipment;

8 (2) medical devices;

9 (3) powersports vehicles;

10 (4) ~~vessels and outboard motors, including any associated equipment;~~

11 (5) ~~farm equipment, if the original equipment manufacturer complies~~
12 ~~with an industry-recognized memorandum of understanding or any other~~
13 ~~industry-recognized agreement relating to the diagnosis, maintenance or~~
14 ~~repair of digital electronic~~ **nonroad** equipment;

15 ~~(6)~~(5) aircraft as defined in K.S.A. 3-201, and amendments thereto,
16 and components thereof;

17 ~~(7)~~(6) train equipment regulated under 49 U.S.C. § 20103, as in effect
18 on July 1, 2026;

19 ~~(8)~~(7) heavy equipment;

20 ~~(9)~~(8) commercial and industrial electrical equipment, including, but
21 not limited to, power distribution equipment, including, but not limited to,
22 telecommunications network infrastructure, commercial visual display
23 equipment and medium/low voltage switchgear and transformers, power
24 control equipment, including, but not limited to, medium and low voltage
25 motor control and drives, power quality equipment, including, but not
26 limited to, uninterruptible power supplies, remote power panels, power
27 distribution units and static and transfer switches and any tools,
28 technology, attachments, accessories, components and repair parts for any
29 such equipment;

30 ~~(10)~~(9) home appliances with embedded digital electronics;

31 ~~(11)~~(10) safety communications, life safety and physical access
32 control equipment;

33 ~~(12)~~(11) **lighting;**

34 **(12) equipment leased or sold by a provider of information**
35 **services, a telecommunications carrier or a cable service provider as**
36 **defined in 47 U.S.C. § 153, as in effect on July 1, 2026;**

37 ~~(13)~~(12) video game consoles; and

38 ~~(14)~~(13) critical infrastructure information technology equipment.

39 Sec. 4. (a) For digital electronic equipment, including parts for such
40 equipment sold or used in this state, the original equipment manufacturer
41 of the equipment or part shall, not later than one year after the date of the
42 first sale of the digital electronic equipment in this state, make available on
43 fair and reasonable terms to any independent repair provider or to an

1 owner of digital electronic equipment manufactured by or on behalf of,
2 sold by or supplied by the original equipment manufacturer
3 documentation, replacement parts and tools or their equivalents that **the**
4 **original equipment manufacturer makes available to authorized**
5 **repair providers for and** are required for the diagnosis, maintenance or
6 repair of the digital electronic equipment.

7 (b) The documentation, replacement parts and tools described by
8 subsection (a) may be made available:

9 (1) Directly by an original equipment manufacturer or through an
10 authorized repair provider or a third-party provider; or

11 (2) by an authorized repair provider to any independent repair
12 provider or owner, if the authorized repair provider is contractually and
13 practically permitted by the original equipment manufacturer to sell the
14 documentation, parts or tools to an independent repair provider or owner.

15 (c) Subsection (b) shall not be construed to require a third-party
16 provider, including an authorized repair provider, to make available
17 documentation, replacement parts or tools independent of an original
18 equipment manufacturer.

19 (d) Nothing in this section shall require an original equipment
20 manufacturer to divulge any trade secret ~~to any independent repair~~
21 ~~provider or owner, except as necessary for the diagnosis, maintenance or~~
22 ~~repair of digital electronic equipment in accordance with this act.~~

23 (e) As an alternative to compliance with the provisions of subsection
24 (a), an original equipment manufacturer may provide an owner who is an
25 original purchaser, at such owner's discretion:

26 (1) A reimbursement in the amount of the purchase price that the
27 purchaser paid for the digital electronic equipment; or

28 (2) an equivalent or better, readily available replacement for the
29 digital electronic equipment at a price that has a value that is equal to or
30 less than the total cost of the sum of the replacement parts and provided at
31 the discretion of the consumer.

32 (f) An original equipment manufacturer shall be exempt from the
33 requirements of this section with respect to:

34 (1) Parts, tools or documentation that are not, or are no longer,
35 provided by the original equipment manufacturer or made available to
36 authorized repair providers of the original equipment manufacturer,
37 including in situations where the original equipment manufacturer
38 performs related repairs solely in-house or through a corporate affiliate;

39 (2) parts, tools or documentation that are no longer available to the
40 original equipment manufacturer;

41 (3) documentation or tools used by the original manufacturer only to
42 perform, at no cost, diagnostic services virtually through telephone,
43 internet, chat, email or other similar means that do not involve the

1 manufacturer physically handling the consumer's equipment, unless the
2 manufacturer also makes the documentation or tools available to an
3 individual or business that is unaffiliated with the manufacturer; or

4 (4) documentation or tools used exclusively by the original
5 equipment manufacturer for diagnosis, maintenance or repairs completed
6 by machines that operate on several digital electronic equipment products
7 simultaneously or otherwise for purposes of large scale efficiency, if the
8 original equipment manufacturer makes available to an independent repair
9 provider or owner sufficient alternative documentation or tool to effect the
10 diagnosis, maintenance or repair of the digital electronic equipment.

11 (g) Original equipment manufacturers shall not be required to:

12 (1) Provide documentation, a part or tool for a product where
13 reconditioning or repair of the product is prohibited by law ~~or~~, regulation,
14 ***code, ordinance or standard***;

15 (2) provide or make available source code;

16 (3) provide any documentation, part or tool to an independent repair
17 provider or owner that would disable, reset or override electronic security
18 locks or other security-related measures or functions or disable or override
19 anti-theft security measures set by the owner of the digital electronic
20 equipment without the owner's authorization;

21 (4) provide any documentation, part or tool for repair of digital
22 electronic equipment that is critical to the safety of life or health of
23 individuals, or for repairs that could threaten the safety of life or health of
24 individuals, if the original equipment manufacturer provides to the
25 consumer or another entity responsible for the enforcement of this act, as
26 applicable, physical evidence of the threat alleged under this paragraph; or

27 (5) provide any documentation, a part or tool for the purposes of
28 modifying or making modifications to any digital electronic equipment.

29 (h) Nothing in this section shall prevent an original equipment
30 manufacturer from:

31 (1) Requiring authorization or an internet connection before an
32 independent repair provider or owner may use a part or tool; or

33 (2) providing parts, such as integrated batteries, to an independent
34 repair provider or owner that are preassembled with other parts rather than
35 as individual components if the preassembled parts or their equivalents are
36 also available to an authorized repair provider or owner.

37 Sec. 5. (a) The attorney general shall have exclusive authority to
38 enforce this section. Prior to initiating an action, the attorney general shall
39 provide a written notice of the alleged violation of this act to the alleged
40 violator at least 30 days in advance. The notice shall identify the specific
41 provision alleged to have been violated and allow an opportunity to cure
42 the violation. Written notice by the attorney general shall be delivered by:

43 (1) Certified mail, return receipt requested; or

1 (2) first-class mail with proof of delivery.

2 (b) No enforcement action shall be brought if, within the 30-day
3 period described in subsection (a), the person cures the violation and
4 provides a written statement to the attorney general certifying the cure and
5 the person's intent to comply with this act.

6 (c) The attorney general may bring an action in the name of the state
7 following the cure period described by subsection (b) to restrain or enjoin
8 a person from violating this act. The attorney general may recover
9 reasonable attorney fees and other reasonable expenses incurred in
10 investigating and bringing an action under this subsection.

11 (d) This section shall not be construed to create, provide a basis for or
12 be subject to a private right of action for a violation of this act or any other
13 law.

14 (e) An original equipment manufacturer or authorized repair provider
15 is not liable for any damage or injury to an individual, digital electronic
16 equipment or any property that occurs as a result of the repair, diagnosis,
17 maintenance or modification performed by an independent repair provider
18 or owner, or any other use of documentation, replacement parts or tools
19 made available by an original equipment manufacturer, including:

20 (1) Indirect, incidental, special or consequential damages;

21 (2) loss of data, privacy or profits; or

22 (3) inability to use or reduced functionality of digital electronic
23 equipment.

24 (f) An original equipment manufacturer is not liable for any act that is
25 reasonably necessary to protect user privacy, security or digital safety.

26 (g) An original equipment manufacturer is not liable for improper use
27 of personal data or any data privacy or security breach in connection with
28 the repair, diagnosis, maintenance or modification that is performed by an
29 independent repair provider or owner.

30 Sec. 6. A provision in a contract, including an agreement between an
31 authorized repair provider and an original equipment manufacturer, that
32 purports to waive, avoid, restrict or limit the original equipment
33 manufacturer's obligation to comply with this act is void and
34 unenforceable.

35 Sec. 7. This act applies only to digital electronic equipment that was
36 originally made available for sale in this state by an original equipment
37 manufacturer on or after July 1, ~~2026~~ **2027**.

38 Sec. 8. To the extent of a conflict between this act and a provision of
39 an agreement between an authorized repair provider and an original
40 equipment manufacturer entered into before July 1, ~~2026~~ **2027**, the
41 provision of the agreement prevails.

42 Sec. 9. This act shall take effect and be in force from and after its
43 publication in the statute book.