

SESSION OF 2026

**SUPPLEMENTAL NOTE ON HOUSE BILL NO. 2700**

As Amended by House Committee on  
Commerce, Labor and Economic Development

**Brief\***

HB 2700, as amended, would create the Kansas Right-to-Repair Act (Act).

The Act would apply to any product sold or leased to a consumer:

- That depends wholly or in part on digital electronics embedded in or attached to the product for such product's intended functionality (digital equipment);
- Sold or leased to Kansas owners; and
- With a wholesale price of at least \$50.

The Act would not apply to:

- Motor vehicles, motor vehicle parts, or farm equipment if the original equipment manufacturer (OEM) complies with a memorandum of understanding or any other industry-recognized agreement relating to the diagnosis, maintenance, or repair of digital electronic equipment;
- Medical devices as defined in 21 USC 321(h) as in effect on July 1, 2027;
- Powersports vehicles as defined in the bill;

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\*Supplemental notes are prepared by the Legislative Research Department and do not express legislative intent. The supplemental note and fiscal note for this bill may be accessed on the Internet at <https://klrd.gov/>

- Aircraft as defined in current law;
- Train equipment regulated under 49 USC 20103, as in effect on July 1, 2026;
- Heavy equipment;
- Commercial and industrial electrical equipment as defined in the bill;
- Home appliances with embedded digital electronics;
- Safety communications, life safety, and physical access control equipment;
- Equipment leased or sold by a provider of information services, a telecommunications carrier, or a cable service provider as defined in 47 USC 153, as in effect on July 1, 2027;
- Video game consoles; and
- Critical infrastructure information technology equipment as defined pursuant to 42 USC 5195c(e) as in effect on July 1, 2027.

### ***Replacement Parts***

The bill would require the OEM of the equipment or part to make available on fair and reasonable terms to any independent repair provider or owner of the equipment manufactured, sold, or supplied by the OEM, replacement parts and tools or their equivalents that the OEM makes available to authorized repair providers and are required for the diagnosis, maintenance, or repair of the digital electronic equipment no later than one year after the date of the first sale of the equipment in Kansas.

Documentation, parts, and tools could be made available:

- Directly by an OEM or through an authorized repair provider or third-party provider; or
- By an authorized repair provider to any independent repair provider or owner if the authorized provider is contractually permitted by the OEM to sell the documentation, parts, or tools to an independent provider or owner.

The bill would not require a third-party provider, including an authorized repair provider, to make available documentation, replacement parts, or tools independent of an OEM. The bill would not require the OEM to divulge any trade secret to any independent repair provider or owner, except as necessary for the diagnosis, maintenance, or repair of the digital equipment in accordance with the Act.

### ***Compliance Alternative***

In lieu of complying with the requirement to provide repair documentation, parts, or tools, an OEM could provide the original purchaser and current owner of digital equipment, at such owner's discretion:

- A reimbursement in the amount of the purchase price the purchaser paid for the digital equipment; or
- An equivalent or better, readily available replacement for the digital equipment at a price that has a value equal to or less than the total cost of the sum of the replacement parts and provided at the consumer's discretion.

### ***Exemption***

The bill would exempt an OEM from the documentation, parts, and tools requirements with respect to:

- Parts, tools, or documentation that is no longer provided by the OEM or made available to authorized repair providers of the OEM, including when the OEM performs related repairs solely in-house or through a corporate affiliate;
- Parts, tools, or documentation no longer available to the OEM;
- Documentation or tools used by the OEM only to perform free diagnostic services virtually through telephone, internet, chat, email, or other similar means and does not involve the OEM physically handling the consumer's equipment, unless the OEM also makes the documentation or tools available to an individual or business that is unaffiliated with the OEM; or
- Documentation or tools used exclusively by the OEM for diagnosis, maintenance, or repairs completed by machines that operate on several digital equipment products simultaneously, if the OEM makes available to an independent repair provider or owner sufficient alternative documentation or tool to effect the diagnosis, maintenance, or repair of the digital equipment.

OEMs would not be required to:

- Provide documentation, a part, or tool for a product where reconditioning or repair of the product is prohibited by law;
- Provide or make available source code;

- Provide any documentation, part, or tool to an independent repair provider or owner that would disable, reset, or override electronic security locks or other security-related measures or functions or disable or override anti-theft security measures set by the digital equipment owner without the owner's authorization;
- Provide any documentation, part, or tool for repair of digital equipment that is critical to the safety of life or health of individuals, or for repairs that could threaten the safety of life or health of individuals, if the OEM provides to the consumer or another entity responsible for the Act's enforcement, physical evidence that providing the documentation, part, tool, or repair would cause a threat; or
- Provide any documentation, part, or tool for the purposes of modifying or making modifications to the digital equipment.

OEMs would not be prevented from:

- Requiring authorization or an internet connection before an independent repair provider or owner could use a part or tool; or
- Providing parts to an independent repair provider or owner that are preassembled with other parts rather than as individual components if the preassembled parts or their equivalents are also available to an authorized provider or owner.

### ***Enforcement by Attorney General***

The bill would give the Attorney General exclusive power to enforce the Act. Prior to initiating an action, the Attorney General would be required to provide written notice of the

alleged violation to the alleged violator with at least 30 days notice. The notice would require listing the specific provision alleged to have been violated and allow an opportunity to cure the violation. Written notice would be required to be delivered by certified mail, return receipt requested, or first-class mail with proof of delivery.

No enforcement action could be brought if within the 30-day period, the alleged violator cures the violation and provides a written statement to the Attorney General certifying the cure and the violator's intent to comply with this Act.

The Attorney General could bring an action following the 30-day cure period to restrain or enjoin a person from violating the Act. The Attorney General could recover reasonable attorney fees and other reasonable expenses incurred in investigating and bringing an action under the Act.

### ***Liability***

The bill would not be construed to create, provide a basis for, or be subject to a private right of action for a violation of the Act.

An OEM or authorized repair provider would not be liable for any damage or injury to an individual, digital equipment, or any property that occurs as a result of the repair, diagnosis, maintenance, or modification performed by an independent repair provider or owner, or any other use of documentation, parts, or tools, made available by an OEM including:

- Indirect, incidental, special, or consequential damages;
- Loss of data, privacy, or profits; or
- Inability to use or reduced functionality of the digital equipment.

An OEM would not be liable for any act that is reasonably necessary to protect user privacy, security, or digital safety. An OEM would not be liable for improper use of personal data or any data privacy or security breach in connection with the repair, diagnosis, maintenance, or modification performed by an independent repair provider or owner.

A contractual provision between an authorized repair provider and OEM that purports to waive, avoid, restrict, or limit the OEM's obligation to comply with the Act would be void and unenforceable.

### ***Other Provisions***

The Act would only apply to digital equipment made for sale in Kansas by an OEM on or after July 1, 2027.

The bill would make an agreement's provision prevail if a conflict arose between the Act and an agreement's provision between an authorized repair provider and OEM entered into before July 1, 2027.

The bill would also define other terms as noted in the bill.

### **Background**

The bill was introduced by the House Committee on Commerce, Labor and Economic Development at the request of a representative of Garmin International, Inc.

### ***House Committee on Commerce, Labor and Economic Development***

In the House Committee hearing, **proponent** testimony was provided by representatives of Garmin, Inc. The proponents generally stated the bill would give third party

repair service providers the opportunity to repair certain digital electronic equipment while providing some protections for OEMs. It was noted that an amendment was in progress based on feedback from other stakeholders.

**Neutral** testimony was provided by a representative of the Kansas Chamber. The neutral testimony generally stated they were working with other stakeholders on an amendment to the bill.

**Opponent** testimony was provided by a representative of the Kansas Deere Dealers Association. The opponent generally stated the bill would require certain distributors to sell parts at cost in some circumstances and would likely put the distributors out of business. It was noted that the opponents were working on an amendment and would move to neutral if the amendment were agreed upon.

Written-only opponent testimony was provided by representatives of Carrico Implement Co., Heritage Tractor, and the North American Equipment Dealers Association.

No other testimony was provided.

The House Committee amended the bill to:

- Remove the definitions of “farm equipment” and “heavy equipment”;
- Clarify the definition of “digital electronic equipment” so that it only applies to certain products sold or leased to a consumer;
- Add the definition of “non-road equipment”;
- Clarify the “OEM” definition so that the definition only applies to OEMs in Kansas;
- Remove certain vehicles from the definition of “powersports vehicle”;

- Clarify the “replacement part” definition;
- Clarify the “tool” definition;
- Updated the list of digital equipment not subject to the Act by removing the requirement of an OEM with a memorandum of understanding or other industry recognized agreement relating to the diagnosis, maintenance, or repair of digital equipment in motor vehicles or motor vehicle parts;
- Added equipment leased or sold by a provider of information services, a telecommunications carrier, or a cable service provider as defined in 47 USC 153 as in effect on July 1, 2027, to digital equipment not subject to the Act;
- Update the requirement for making documentation, replacement parts, or tools available that the OEM makes available to authorized repair providers for the diagnosis, maintenance, or repair of digital equipment no later than one year after the date of the first sale of the digital equipment in the state;
- Rename the Act to the Kansas Digital Right-to-Repair Act;
- Update certain references to federal law as in effect on July 1, 2027, instead of July 1, 2026;
- Make technical changes to update enforcement dates from July 1, 2026, to July 1, 2027.

### **Fiscal Information**

At the time of the hearing, a fiscal note was unavailable.

Right to Repair Act; digital electronic equipment; original equipment manufacturer; Attorney General