

1 _____ BILL NO. _____

2 INTRODUCED BY _____
3 (Primary Sponsor)

4 A BILL FOR AN ACT ENTITLED: "AN ACT GENERALLY REVISING LAWS RELATED TO THE SALE,
5 REPAIR, AND MAINTENANCE OF AGRICULTURAL EQUIPMENT; REQUIRING ORIGINAL EQUIPMENT
6 MANUFACTURERS TO ALLOW THE PURCHASE OF PARTS AND REPAIR OF EMISSIONS SYSTEMS BY
7 INDEPENDENT REPAIR PROVIDERS AND OWNERS; PROVIDING DEFINITIONS; PROVIDING
8 PENALTIES; AND PROVIDING A DELAYED EFFECTIVE DATE AND A RETROACTIVE APPLICABILITY
9 DATE."

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11 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

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13 NEW SECTION. **Section 1. Short title.** [Sections 1 through 4] may be cited as the "Agricultural
14 Emissions Right to Repair Act".

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16 NEW SECTION. **Section 2. Definitions.** As used in [sections 1 through 4], unless the context clearly
17 indicates otherwise, the following definitions apply:

18 (1) (a) "Agricultural equipment" or "equipment" means equipment used in:

19 (i) agriculture;

20 (ii) horticulture;

21 (iii) viticulture;

22 (iv) dairy production;

23 (v) livestock raising;

24 (vi) poultry raising;

25 (vii) bee raising;

26 (viii) forestry; or

27 (ix) property maintenance.

28 (b) The term does not include a motor vehicle.

(2) "Authorized repair provider" means an individual or entity that has an arrangement with the original equipment manufacturer under which the original equipment manufacturer grants to the individual or entity a license to use a trade name, service mark, or other proprietary identifiers for the purpose of offering the services of diagnosis, maintenance, or repair of agricultural equipment under the name of, on behalf of, or under contract to the original equipment manufacturer. An original equipment manufacturer who offers the services of diagnosis, maintenance, or repair of its own agricultural equipment is considered an authorized repair provider with respect to this equipment.

(3) "Documentation" means any manual, maintenance PROCEDURE, functional OR wiring DIAGRAM, reporting output, service code description, board view file or complete PCB layout, PCB schematic, security code, password, training material, troubleshooting information, full list of required tools, full parts list, OR other guidance or information used in effecting the services of diagnosis, maintenance, or repair of agricultural equipment emission systems.

(4) (a) "Embedded software" means any programmable instructions provided on firmware THAT ARE delivered with or loaded INTO the agricultural equipment with respect to agricultural equipment operation, AS WELL AS all relevant patches and fixes made by the MANUFACTURER, including but not limited to items described as A "basic internal operating system", "internal operating system", "machine code", "assembly code", "root code", OR "microcode".

(b) For the purposes of this subsection (4), "firmware" means a software program or set of instructions programmed on agricultural equipment to allow the agricultural equipment or part to communicate within itself or with other computer hardware.

(5) "Emission SYSTEM" means any device, system, or element of design that controls or reduces the emissions of regulated pollutants from an engine.

(6) "Fair and reasonable terms" means all of the following:

(a) PARTS ARE made available by the original equipment manufacturer, either directly OR through an authorized repair provider, in a manner that:

(i) is not conditioned on or DOES NOT IMPOSE a substantial obligation or restriction that is not reasonably necessary TO ENABLE the owner or independent repair provider to engage in the diagnosis, maintenance, or repair of agricultural equipment emission systems made by or on behalf of the original

1 equipment manufacturer;

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

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

5 (b) DOCUMENTATION IS made available by the original equipment manufacturer without requiring
6 any contract agreement or account creation and at no charge except that, when documentation is requested in
7 physical printed form, a charge may be included for the reasonable, actual costs of preparing and sending the
8 copy; and

9 (c) TOOLS ARE made available by the original equipment manufacturer:

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

12 (ii) without requiring authorization or internet access for the use or operation of THE tools, or
13 imposing impediments to access or use of the tools to diagnose, maintain, or repair and enable full functionality
14 of agricultural equipment emission systems; and

15 (iii) in a manner that does not impair the efficient and cost-effective performance of any diagnosis,
16 maintenance, or repair.

17 (7) "Independent repair provider" means an individual or business operating in the state that does
18 not have an arrangement described in subsection (1) with an original equipment manufacturer and who is
19 engaged in the services of diagnosis, maintenance, or repair of agricultural equipment emission systems.

20 (8) "Motor vehicle" means a vehicle propelled by its own power and designed primarily to transport
21 persons or property on the highways of the state.

22 (9) "Original equipment manufacturer" or "manufacturer" means a business engaged in the
23 business of selling, leasing, or otherwise supplying new agricultural equipment manufactured by or on behalf of
24 itself to any individual or business.

25 (10) "Owner" means an individual or business who owns or leases agricultural equipment
26 purchased or used in THE state.

27 (11) "Part" means a new or used replacement part made available or used by an original equipment
28 manufacturer or its authorized repair PROVIDER for THE purposes of effecting the services of maintenance or

1 repair of agricultural equipment emission systems manufactured by or on behalf of, sold, or otherwise supplied
2 by the original equipment manufacturer.

3 (12) "Parts pairing" means the practice by which manufacturers of parts use software to identify
4 component parts through a unique identifier.

5 (13) "Tool" means any software program, hardware implement, or other apparatus used for
6 diagnosis, maintenance, or repair of agricultural equipment emission systems, including software or other
7 mechanisms that provision, program, or pair a new part, calibrate functionality, or perform any other function
8 required to bring the emissions systems back to fully functional condition, including any updates.

9 (14) "Trade secret" has the SAME meaning AS provided in 30-14-402.

10 (15) "Updates" MEAN recommended corrections or adjustments to parts, tools, or information that
11 are created and distributed by the original equipment manufacturer and used in offering the services of
12 diagnosis, maintenance, or repair of agricultural equipment emission systems.

13
14 **NEW SECTION. Section 3. Original equipment manufacturer requirements.** (1) For agricultural
15 equipment and parts for this equipment that is sold or used in Montana, an original equipment manufacturer
16 shall make available to any independent repair provider or owner of agricultural equipment manufactured by, on
17 behalf of, or sold by the original equipment manufacturer, on fair and reasonable terms, any documentation,
18 parts, or tools required for the diagnosis, maintenance, or repair of agricultural equipment emissions systems
19 and parts for the emissions systems, including any updates. These documents, parts, and tools must be made
20 available either directly by the original equipment manufacturer or by an authorized repair provider or
21 distributor.

22 (2) An original equipment manufacturer may not use parts pairing or any other mechanism to:

23 (a) prevent the installation or functioning of any otherwise functional part, including a
24 nonmanufacturer-approved replacement part or component;

25 (b) inhibit or reduce the functioning of any part or board-level component to cause the device to
26 operate with reduced functionality or performance if it is replaced by an independent repair provider or the
27 device owner;

28 (c) create false, misleading, deceptive, or nondismissible alerts or warnings about parts;

1 (d) charge additional fees or increased prices for future repairs; or

2 (e) limit who can purchase documentation, parts, or tools or perform diagnosis, maintenance, or
3 repair services for emission systems.

4 (3) For equipment that requires deactivating an electronic lock for the purposes of repair, the
5 original equipment manufacturer shall make available to any owner or independent repair provider, with the
6 express permission of the owner, on fair and reasonable terms any special documentation, tools, and parts
7 needed to access and reset the lock or function when disabled during diagnosis, maintenance, or repair of the
8 equipment. The documents, tools, and parts may be made available through an appropriate, secure release
9 system.

10 (4) (a) Nothing in this section may be construed to:

11 (i) require an original equipment manufacturer to divulge a trade secret to any owner or
12 independent service provider, except as necessary to perform diagnosis, maintenance, or repair on fair and
13 reasonable terms;

14 (ii) alter the terms of an arrangement described in subsection (1) between an authorized repair
15 provider and an original equipment manufacturer, including but not limited to the performance or provision of
16 warranty or recall repair work by an authorized repair provider on behalf of an original equipment manufacturer,
17 except that any provision in these terms that purports to waive, avoid, restrict, or limit the original equipment
18 manufacturer's obligations to comply with [sections 1 through 4] is void;

19 (iii) require a manufacturer to make available special documentation, tools, and parts that would
20 disable or override antitheft security measures set by the owner of the product without the owner's
21 authorization;

22 (iv) require a manufacturer to sell a part if the part is no longer available to the manufacturer;

23 (v) require a manufacturer to sell any service materials that would be illegal to use under federal or
24 state law; or

25 (vi) prevent a parts dealer from marking up goods over the wholesale price.

26 (b) An original equipment manufacturer or authorized repair provider is not liable for any damage
27 or injury to any agricultural equipment emission system caused by an independent repair provider or owner that
28 occurs during repair, diagnosis, or maintenance and is not attributable to the original equipment manufacturer

1 or authorized repair provider, except if the failure is attributable to design or manufacturing defects.

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3 NEW SECTION. Section 4. Penalties. A violation of any provision of [sections 1 through 4] is an
4 unfair or deceptive trade practice under Title 30, chapter 14, part 2, and the penalties provided in 30-14-224(1)
5 apply.

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7 NEW SECTION. Section 5. Codification instruction. [Sections 1 through 4] are intended to be
8 codified as an integral part of Title 30, and the provisions of Title 30 apply to [sections 1 through 4].

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10 NEW SECTION. Section 6. Effective date. [This act] is effective April 1, 2026.

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12 NEW SECTION. Section 7. Retroactive applicability. [This act] applies retroactively, within the
13 meaning of 1-2-109, to equipment first manufactured on or after July 1, 2015.

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