

119TH CONGRESS  
2D SESSION

# S. 3821

To require original equipment manufacturers of digital electronic equipment to make available certain documentation, diagnostic, and repair information to independent repair providers, and for other purposes.

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## IN THE SENATE OF THE UNITED STATES

FEBRUARY 10, 2026

Mr. LUJÁN introduced the following bill; which was read twice and referred to the Committee on Commerce, Science, and Transportation

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## A BILL

To require original equipment manufacturers of digital electronic equipment to make available certain documentation, diagnostic, and repair information to independent repair providers, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

### 3 **SECTION 1. SHORT TITLE.**

4 This Act may be cited as the “Fair Repair Act”.

### 5 **SEC. 2. REQUIREMENTS FOR ORIGINAL EQUIPMENT MANU-** 6 **FACTURERS.**

7 (a) IN GENERAL.—In the case of digital electronic  
8 equipment manufactured by or on behalf of, sold, or other-

1 wise supplied by an original equipment manufacturer, the  
2 original equipment manufacturer shall make available, for  
3 the purposes of diagnosis, maintenance, or repair of such  
4 equipment, to independent repair providers and owners of  
5 such equipment on fair and reasonable terms, documenta-  
6 tion, parts, and tools, inclusive of any updates.

7 (b) PROHIBITION ON THE USE OF CERTAIN  
8 PARTS.—An original equipment manufacturer shall not  
9 use parts pairing or any other mechanism to—

10 (1) prevent the installation or functioning of  
11 any otherwise-functional part, including a non-man-  
12 ufacturer approved replacement part or component;

13 (2) inhibit or reduce the functioning of any  
14 part, such that replacement by an independent re-  
15 pair provider or the equipment owner would cause  
16 the equipment to operate with reduced functionality  
17 or performance;

18 (3) create false, misleading, deceptive, or non-  
19 dismissible alerts or warnings about parts;

20 (4) charge additional fees or increased prices  
21 for future repairs; or

22 (5) limit who can purchase parts or perform re-  
23 pair services.

1 **SEC. 3. ENFORCEMENT.**

2 (a) ENFORCEMENT BY THE FEDERAL TRADE COM-  
3 MISSION.—

4 (1) UNFAIR OR DECEPTIVE ACTS OR PRAC-  
5 TICES.—A violation of section 2 shall be treated as  
6 a violation of a rule defining an unfair or deceptive  
7 act or practice prescribed under section 18(a)(1)(B)  
8 of the Federal Trade Commission Act (15 U.S.C.  
9 57a(a)(1)(B)).

10 (2) POWERS OF THE COMMISSION.—

11 (A) IN GENERAL.—The Commission shall  
12 enforce this Act and any regulations promul-  
13 gated under this Act in the same manner, by  
14 the same means, and with the same jurisdic-  
15 tion, powers, and duties as though all applicable  
16 terms and provisions of the Federal Trade  
17 Commission Act (15 U.S.C. 41 et seq.) were in-  
18 corporated into and made a part of this Act,  
19 and any person who violates this Act or a regu-  
20 lation promulgated under this Act shall be sub-  
21 ject to the penalties and entitled to the privi-  
22 leges and immunities provided in the Federal  
23 Trade Commission Act.

24 (B) REGULATIONS.—The Commission  
25 may, under section 553 of title 5, United States

1 Code, prescribe any regulations it determines  
 2 necessary to carry out this Act.

3 (C) EFFECT ON OTHER LAWS.—Nothing in  
 4 this Act shall be construed to limit the author-  
 5 ity of the Commission under any other provi-  
 6 sion of law.

7 (b) ENFORCEMENT BY STATE ATTORNEYS GEN-  
 8 ERAL.—

9 (1) IN GENERAL.—If the chief law enforcement  
 10 officer of a State, or an official or agency designated  
 11 by a State, has reason to believe that any person has  
 12 violated or is violating section 2, the attorney gen-  
 13 eral, official, or agency of the State, in addition to  
 14 any authority it may have to bring an action in  
 15 State court under State law, may bring a civil action  
 16 in any appropriate United States district court or in  
 17 any other court of competent jurisdiction, including  
 18 a State court, to—

19 (A) enjoin further such violation by such  
 20 person;

21 (B) enforce compliance with such section;

22 (C) obtain civil penalties; and

23 (D) obtain damages, restitution, or other  
 24 compensation on behalf of residents of the  
 25 State.

1           (2) NOTICE AND INTERVENTION BY THE  
 2           FTC.—The attorney general (or other such officer)  
 3           of a State shall provide prior written notice of any  
 4           action under paragraph (1) to the Commission and  
 5           provide the Commission with a copy of the complaint  
 6           in the action, except in any case in which such prior  
 7           notice is not feasible, in which case the attorney gen-  
 8           eral shall serve such notice immediately upon insti-  
 9           tuting such action. The Commission shall have the  
 10          right—

11                       (A) to intervene in the action;

12                       (B) upon so intervening, to be heard on all  
 13                       matters arising therein; and

14                       (C) to file petitions for appeal.

15          (3) LIMITATION ON STATE ACTION WHILE FED-  
 16          ERAL ACTION IS PENDING.—If the Commission has  
 17          instituted a civil action for violation of this Act, no  
 18          State attorney general, or official or agency of a  
 19          State, may bring an action under this paragraph  
 20          during the pendency of that action against any de-  
 21          fendant named in the complaint of the Commission  
 22          for any violation of this Act alleged in the complaint.

23          (4) RELATIONSHIP WITH STATE LAW CLAIMS.—  
 24          If the attorney general of a State has authority to  
 25          bring an action under State law directed at acts or

1 practices that also violate this Act, the attorney gen-  
 2 eral may assert the State law claim and a claim  
 3 under this Act in the same civil action.

4 **SEC. 4. RULES OF CONSTRUCTION, LIMITATIONS, AND NON-**  
 5 **APPLICATION.**

6 The following rules of construction, limitations, and  
 7 non-application provisions apply to this Act:

8 (1) SECURITY-RELATED FUNCTIONS NOT EX-  
 9 CLUDED.—For digital electronic equipment that con-  
 10 tains an electronic security lock or other security-re-  
 11 lated function, the original equipment manufacturer  
 12 shall make available to the owner and to inde-  
 13 pendent repair providers, on fair and reasonable  
 14 terms, any special documentation, tools, and parts  
 15 needed to disable the lock or function, and to reset  
 16 it when disabled in the course of diagnosis, mainte-  
 17 nance, or repair of the equipment, to restore full  
 18 functionality of the equipment.

19 (2) PROTECTION OF TRADE SECRETS.—Nothing  
 20 in this Act shall be construed to require an original  
 21 equipment manufacturer to divulge a trade secret, as  
 22 defined in section 1839 of title 18, United States  
 23 Code, to an owner or an independent repair provider  
 24 except as necessary to provide documentation, parts,  
 25 and tools on fair and reasonable terms.

1           (3) TERMS OF AGREEMENT WITH AUTHORIZED  
2 REPAIR PROVIDERS.—No provision in this Act shall  
3 be construed to abrogate, interfere with, contradict,  
4 or alter the terms of any arrangement described in  
5 section 6(1)(A), including the performance or provi-  
6 sion of warranty or recall repair work by an author-  
7 ized repair provider on behalf of an original equip-  
8 ment manufacturer pursuant to such arrangement,  
9 except that any provision in such terms that pur-  
10 ports to waive, avoid, restrict, or limit an OEM's ob-  
11 ligations to comply with this Act shall be void and  
12 unenforceable.

13           (4) NON-APPLICATION TO MOTOR VEHICLE OR  
14 MOTOR VEHICLE EQUIPMENT MANUFACTURERS.—  
15 Nothing in this Act shall apply to a motor vehicle  
16 manufacturer, a manufacturer of motor vehicle  
17 equipment, or a motor vehicle dealer, acting in that  
18 capacity.

19           (5) NON-APPLICATION TO MANUFACTURERS OF  
20 MEDICAL DEVICES.—Nothing in this Act shall apply  
21 to a manufacturer of a medical device, acting in that  
22 capacity.

23           (6) NON-APPLICATION TO MANUFACTURERS OF  
24 OFF-ROAD OR NON-ROAD VEHICLES.—Nothing in  
25 this Act shall apply to any manufacturer, dis-

tributor, importer, or dealer of an off-road or non-road vehicle, acting in that capacity, including without limitation, aircraft, motorcycles, marine vessels, all terrain sports vehicles, utility terrain vehicles, recreational vehicles, and racing vehicles.

(7) NON-APPLICATION TO MANUFACTURERS OF SAFETY COMMUNICATIONS EQUIPMENT.—Nothing in this Act shall apply to any manufacturer of safety communications equipment, the intended use of which is for emergency response or prevention purposes by an emergency services organization, such as police, fire, or medical and emergency rescue services agencies, acting in that capacity.

**SEC. 5. LIMITATION OF LIABILITY.**

(a) DAMAGE RESULTING FROM REPAIR.—No original equipment manufacturer or authorized repair provider shall be liable for any damage or injury to any digital electronic equipment, person, or property that occurs as a result of repair, diagnosis, maintenance, or modification performed by an independent repair provider or owner, or any other use by an independent repair provider or owner of parts, tools, or documentation provided by an original equipment manufacturer, including with respect to any—

(1) indirect, incidental, special, or consequential damages;

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

2 (3) inability to use, or reduced functionality of,  
3 the digital electronic equipment.

4 (b) NO WARRANTY FOR INDEPENDENT REPAIR PRO-  
5 VIDERS OR OWNERS.—An original equipment manufac-  
6 turer shall not be required to warrant any repairs provided  
7 by independent repair providers or owners.

8 (c) IMPROPER USE OF PERSONAL DATA.—No origi-  
9 nal equipment manufacturer shall be liable for improper  
10 use of personal data or any data privacy or security breach  
11 in connection with repair, diagnosis, maintenance, or  
12 modification performed by an independent repair provider  
13 or owner.

14 **SEC. 6. DEFINITIONS.**

15 In this Act, the following definitions apply:

16 (1) AUTHORIZED REPAIR PROVIDER.—

17 (A) IN GENERAL.—The term “authorized  
18 repair provider” means with respect to an  
19 OEM, a person that—

20 (i) has an arrangement with the OEM  
21 in which the OEM grants to the person li-  
22 cense to use a trade name, service mark,  
23 or other proprietary identifier for the pur-  
24 poses of offering the services of diagnosis,

1 maintenance, or repair of digital electronic  
2 equipment under the name of the OEM; or  
3 (ii) otherwise has an arrangement  
4 with the OEM to offer such services on be-  
5 half of or under contract with the OEM.

6 (B) CLARIFICATION.—An OEM that offers  
7 the services of diagnosis, maintenance, or repair  
8 of digital electronic equipment manufactured by  
9 it or on its behalf, or sold or otherwise supplied  
10 by the OEM, shall be considered an authorized  
11 repair provider with respect to such equipment.

12 (2) DIGITAL ELECTRONIC EQUIPMENT.—The  
13 term “digital electronic equipment” means any prod-  
14 uct that depends for its functioning, in whole or in  
15 part, on digital electronics embedded in or attached  
16 to the product.

17 (3) DOCUMENTATION.—The term “documenta-  
18 tion” means any manuals, diagrams, reporting out-  
19 put, service code descriptions, schematic, security  
20 code or password, or other information used in ef-  
21 fecting the services of diagnosis, maintenance, or re-  
22 pair of digital electronic equipment.

23 (4) FAIR AND REASONABLE TERMS.—The term  
24 “fair and reasonable terms”, with respect to a part,  
25 tool, or documentation, means at costs and terms

1 that are equivalent to the most favorable costs and  
2 terms under which an OEM offers the part, tool, or  
3 documentation to an authorized repair provider—

4 (A) accounting for any discount, rebate,  
5 convenient and timely means of delivery, means  
6 of enabling fully restored and updated  
7 functionality, rights of use, or other incentive or  
8 preference the OEM offers to an authorized re-  
9 pair provider, and for any additional cost, bur-  
10 den, or impediment the OEM imposes on an  
11 owner or independent repair provider;

12 (B) not conditioned on or imposing a sub-  
13 stantial obligation or restriction that is not rea-  
14 sonably necessary for enabling the owner or  
15 independent repair provider to engage in the di-  
16 agnosis, maintenance, or repair of digital elec-  
17 tronic equipment made by or on behalf of the  
18 OEM; and

19 (C) not conditioned on an arrangement de-  
20 scribed in paragraph (1)(A).

21 (5) INDEPENDENT REPAIR PROVIDER.—

22 (A) IN GENERAL.—The term “independent  
23 repair provider” means with respect to an  
24 OEM, a person that is not affiliated with the  
25 OEM or with an authorized repair provider of

1 the OEM, when such person is engaged in the  
2 diagnosis, maintenance, or repair of digital elec-  
3 tronic equipment manufactured by or on behalf  
4 of, sold, or otherwise supplied by the OEM.

5 (B) CLARIFICATION.—An OEM or, with  
6 respect to that OEM, a person who has an ar-  
7 rangement described in paragraph (1)(A) with  
8 that OEM, or who is affiliated with a person  
9 who has such an arrangement with that OEM,  
10 shall be considered an independent repair pro-  
11 vider for the purposes of those instances when  
12 such OEM or person engages in the diagnosis,  
13 service, maintenance, or repair of digital equip-  
14 ment that is not manufactured by or on behalf  
15 of, sold, or otherwise supplied by that OEM.

16 (6) MEDICAL DEVICE.—The term “medical de-  
17 vice” has the meaning given the term “device”  
18 under section 201(h) of the Federal Food, Drug and  
19 Cosmetic Act (21 U.S.C. 321(h)).

20 (7) MOTOR VEHICLE.—The term “motor vehi-  
21 cle” means a vehicle that is designed for trans-  
22 porting persons or property on a street or highway  
23 and is certified by the manufacturer under all appli-  
24 cable Federal safety and emissions standards and re-

quirements for distribution and sale in the United States.

(8) MOTOR VEHICLE DEALER.—The term “motor vehicle dealer” means a person who—

(A) is engaged in the business of selling or leasing new motor vehicles to another person pursuant to a franchise agreement;

(B) has obtained a license to engage in such business under the applicable State law; and

(C) is engaged in the services of diagnosis, maintenance, or repair of motor vehicles or motor vehicle engines pursuant to such franchise agreement.

(9) MOTOR VEHICLE MANUFACTURER.—The term “motor vehicle manufacturer” means a person engaged in the business of manufacturing or assembling new motor vehicles.

(10) ORIGINAL EQUIPMENT MANUFACTURER; OEM.—The term “original equipment manufacturer” or “OEM” means a person who is engaged in the business of selling, leasing, or otherwise supplying new digital electronic equipment or parts of equipment manufactured by or on behalf of itself, to any person.

1           (11) OWNER.—The term “owner” means a per-  
2       son who owns or leases digital electronic equipment.

3           (12) PART.—The term “part” means any re-  
4       placement part, either new or used, made available  
5       by or to an OEM for purposes of effecting the serv-  
6       ices of maintenance or repair of digital electronic  
7       equipment manufactured by or on behalf of, sold, or  
8       otherwise supplied by the OEM.

9           (13) PARTS PAIRING.—The term “parts pair-  
10      ing” means, with respect to a part, the practice of  
11      employing software to identify component parts  
12      through the use of a unique identifier.

13          (14) TOOL.—The term “tool” means any soft-  
14      ware program, hardware implement, or other appa-  
15      ratus used for diagnosis, maintenance, or repair of  
16      digital electronic equipment, including software or  
17      other mechanisms that provision, program, or pair a  
18      part, calibrate functionality, or perform any other  
19      function required to bring the equipment back to  
20      fully functional condition.

21   **SEC. 7. EFFECTIVE DATE.**

22       This Act shall take effect 60 days after the date of  
23   enactment of this Act and shall apply with respect to

- 1 equipment sold or in use on or after the effective date of
- 2 this Act.

