



103RD GENERAL ASSEMBLY

State of Illinois

2023 and 2024

SB2680

Introduced 1/10/2024, by Sen. Laura Fine

SYNOPSIS AS INTRODUCED:

New Act

Creates the Right to Repair Act. Provides that every manufacturer of an electronic or appliance product with a specified wholesale price or direct sales price shall make service and repair facilities available to owners of the product. Provides that the manufacturer shall make available to service and repair facilities and service dealers sufficient documentation and functional parts and tools, inclusive of any updates, on fair and reasonable terms, to effect the diagnosis, maintenance, or repair of a product for a specified period after the last date a product model or type was manufactured, regardless of whether the period exceeds the warranty period for the product. Provides that a service and repair facility or service dealer that is not an authorized repair provider of a manufacturer shall provide a written notice to any customer seeking repair of an electronic or appliance product before the repair facility or service dealer repairs the product that informs the customer that it is not an authorized repair provider for the product and shall disclose if it uses any used replacement parts or replacement parts provided by a supplier other than the manufacturer of the product. Provides that no manufacturer or authorized repair provider shall be liable for any damage or injury caused to any electronic or appliance product, person, or property that occurs as a result of repair, diagnosis, maintenance, or modification performed by a service dealer or owner. Provides that the provisions do not apply to a manufacturer that provides an equivalent or better, readily available replacement electronic or appliance product at no charge to the customer. Provides for limitations of the Act. Provides for civil penalties. Effective July 1, 2025.

LRB103 34281 SPS 64107 b

A BILL FOR

1 AN ACT concerning business.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the Right
5 to Repair Act.

6 Section 5. Definitions. As used in this Act:

7 "Antenna" includes, but is not limited to, a resonant
8 device designed especially for the purpose of capturing
9 electromagnetic energy transmitted by direct satellite or
10 commercial radio or television broadcasting facilities. An
11 antenna and its associated accessories are not deemed to be a
12 part of an electronic set and shall be considered to be located
13 outside or in the attic of a residence.

14 "Appliance" or "major home appliance" includes, but is not
15 limited to, any refrigerator, freezer, range, microwave oven,
16 washer, dryer, dishwasher, trash compactor, or room
17 air-conditioner normally used or sold for personal, family,
18 household, or home office use, or for use in private motor
19 vehicles.

20 "Authorized repair provider" means an individual or
21 business who is unaffiliated with a manufacturer and who has
22 an arrangement with the manufacturer under which the
23 manufacturer grants to the individual or business a license to

1 use a trade name, service mark, or other proprietary
2 identifier to offer the service of diagnosis, maintenance, or
3 repair services for electronic or appliance products under the
4 name of the manufacturer, or other arrangement with the
5 manufacturer to offer diagnostic, maintenance, or repair
6 services for electronic or appliance products on behalf of the
7 manufacturer. A manufacturer who offers the service of
8 diagnosis, maintenance, or repair services for the
9 manufacturer's electronic or appliance products is considered
10 an authorized repair provider with respect to the electronic
11 or appliance products if the manufacturer does not have an
12 arrangement with an unaffiliated individual or business.

13 "Documentation" means manual, diagram, reporting output,
14 service code description, schematic, or similar information
15 that is provided by a manufacturer to an authorized repair
16 provider, or that is for use by the manufacturer if the
17 manufacturer does not have any authorized repair providers,
18 for purposes of effecting the services of diagnosis,
19 maintenance, or repair of the electronic or appliance product.

20 "Electronic or appliance product" or "product" means a
21 product manufactured for the first time and first sold or used
22 in Illinois on or after July 1, 2021, for which the
23 manufacturer makes available tools, parts, and documentation
24 to authorized repair providers, and includes products that are
25 sold to schools, businesses, local governments, or in other
26 methods outside of direct retail sale. "Electronic or

1 appliance product" or "product" includes an electronic set,
2 appliance or major home appliance, antenna, or rotator.

3 "Electronic or appliance product" or "product" does not
4 include a product or component of an alarm system, including a
5 fire protection system, or a video game console.

6 "Electronic set" includes, but is not limited to, any
7 television, radio, audio or video recorder or playback
8 equipment, video camera, video game, video monitor, computer
9 system, photocopier, or facsimile machine normally used or
10 sold for personal, family, household, or home office use.

11 "Fair and reasonable terms" means making available parts,
12 tools, or documentation as follows:

13 (1) that terms are equivalent to the most favorable
14 costs and terms under which the manufacturer offers the
15 part, tool, or documentation to an authorized repair
16 provider, accounting for any discount, rebate, convenient
17 and timely means of delivery, means of enabling fully
18 restored and updated functionality, rights of use, or
19 other incentive or preference the manufacturer offers to
20 an authorized repair provider;

21 (2) that documentation, including any relevant
22 updates, is made available at no charge, except that, when
23 the documentation is requested in physical printed form, a
24 charge may be included for the reasonable actual costs of
25 preparing and sending the copy; and

26 (3) that the tools are made available by the

1 manufacturer at no charge and without imposing impediments
2 to access or use of the tools to diagnose, maintain, or
3 repair and enable full functionality of the product, or in
4 a manner that impairs the efficient and cost-effective
5 performance of any such diagnosis, maintenance, or repair,
6 except that, when a tool is requested in physical form, a
7 charge may be included for the reasonable, actual costs of
8 preparing and sending the tool.

9 If a manufacturer does not use an authorized repair
10 provider, "fair and reasonable terms" means at a price that
11 reflects the actual cost to the manufacturer to prepare and
12 deliver the part, tool, or documentation, exclusive of any
13 research and development costs incurred.

14 "Part" means any replacement part or assembly of parts,
15 either new or used, made available by a manufacturer of an
16 electronic or appliance product to an authorized repair
17 provider to facilitate the maintenance or repair of a product
18 sold by the manufacturer.

19 "Rotator" includes, but is not limited to, when used in
20 connection with an antenna installation or repair, an
21 electromechanical device operated from a remote location to
22 rotate an antenna on a horizontal plane. A rotator and its
23 associated accessories are not deemed to be a part of an
24 electronic set and shall be considered, with the exception of
25 the directional control unit, to be located outside or in the
26 attic of a residence.

1 "Service dealer" means a person who, for compensation,
2 engages in, or holds himself or herself out to the public as
3 offering services in the business of:

4 (1) repairing, servicing, or maintaining an electronic
5 set normally used or sold for personal, family, household,
6 or home office use;

7 (2) installing, repairing, servicing, or maintaining
8 equipment or a burglar alarm system for use in private
9 motor vehicles;

10 (3) installing, repairing, servicing, or maintaining
11 television or radio receiver antennas, rotators, and
12 accessories or direct satellite signal receiving equipment
13 located on or adjacent to a residence; or

14 (4) repairing, servicing, or maintaining major
15 appliances.

16 "Tool" means any software program, hardware implement, or
17 other apparatus made available by a manufacturer of an
18 electronic or appliance product to an authorized repair
19 provider for the diagnosis, maintenance, or repair of the
20 product, including software or other mechanisms that
21 provision, program, pair apart, provide or calibrate
22 functionality, or perform any other function required to
23 repair the product or part back to fully functional condition,
24 including any updates.

25 "Trade secret" has the meaning given to that term in
26 subsection (d) of Section 2 of the Illinois Trade Secrets Act.

1 "Video game console" means a computing device, including
2 its components and peripherals, that is primarily used by
3 consumers for playing video games, such as a console machine,
4 a handheld console device, or another device or system. "Video
5 game console" does not include a general or an all-purpose
6 computer, which includes, but is not limited to, a desktop
7 computer, laptop, tablet, or cell phone.

8 Section 10. Right to repair.

9 (a) Notwithstanding any other law, every manufacturer of
10 an electronic or appliance product with a wholesale price or
11 direct sales price of more than \$50 and less than \$100 shall
12 make service and repair facilities available to owners of the
13 product. The manufacturer shall make available to service and
14 repair facilities and service dealers sufficient documentation
15 and functional parts and tools, inclusive of any updates, on
16 fair and reasonable terms, to effect the diagnosis,
17 maintenance, or repair of a product for at least 3 years after
18 the last date a product model or type was manufactured,
19 regardless of whether the 3-year period exceeds the warranty
20 period for the product.

21 (b) Notwithstanding any other law, every manufacturer of
22 an electronic or appliance product with a wholesale price or
23 direct sales price of \$100 or more shall make service and
24 repair facilities available to owners of the product. The
25 manufacturer shall make available to service and repair

1 facilities and service dealers sufficient documentation and
2 functional parts and tools, inclusive of any updates, on fair
3 and reasonable terms, to effect the diagnosis, maintenance, or
4 repair of a product for at least 7 years after the last date a
5 product model or type was manufactured, regardless of whether
6 the 7-year period exceeds the warranty period for the product.

7 (c) A service and repair facility or service dealer that
8 is not an authorized repair provider of a manufacturer shall
9 provide a written notice to any customer seeking repair of an
10 electronic or appliance product before the repair facility or
11 service dealer repairs the product that informs the customer
12 that it is not an authorized repair provider for the product
13 and shall disclose if it uses any used replacement parts or
14 replacement parts provided by a supplier other than the
15 manufacturer of the product.

16 (d) No manufacturer or authorized repair provider shall be
17 liable for any damage or injury caused to any electronic or
18 appliance product, person, or property that occurs as a result
19 of repair, diagnosis, maintenance, or modification performed
20 by a service dealer or owner, including, but not limited to,
21 any of the following:

22 (1) any indirect, incidental, special, or
23 consequential damages;

24 (2) any loss of data, privacy, or profits; and

25 (3) any inability to use or reduced functionality of
26 the electronic or appliance product.

1 This subsection does not apply to a design defect or
2 manufacturing flaw that existed prior to, or independent of,
3 the repair, diagnosis, maintenance, or modification performed
4 pursuant to this Section.

5 (e) If a manufacturer is considered an authorized repair
6 provider, this Section shall not require the manufacturer to
7 make available either of the following:

8 (1) documentation or tools that the manufacturer
9 itself uses only to perform, at no cost, diagnostic
10 services through telephone, Internet, chat, email, or
11 other similar means that do not involve the manufacturer
12 physically handling the customer's electronic or appliance
13 product, unless the manufacturer also makes the
14 documentation or tools available to an individual or
15 business that is unaffiliated with the manufacturer; or

16 (2) documentation or tools used exclusively for
17 repairs completed by machines that operate on several
18 electronic or appliance products simultaneously, if the
19 manufacturer makes available to owners of the product,
20 service and repair facilities, and service dealers
21 sufficient alternative documentation and tools to effect
22 the diagnosis, maintenance, or repair of the electronic or
23 appliance product.

24 (f) This Section does not apply to a manufacturer that
25 provides an equivalent or better, readily available
26 replacement electronic or appliance product at no charge to

1 the customer.

2 (g) Nothing in this Section shall require a manufacturer:

3 (1) to divulge a trade secret or license any
4 intellectual property, including copyrights or patents;

5 (2) to distribute a product's source code;

6 (3) to make available special documentation, tools,
7 and parts that would disable or override antitheft
8 security measures set by the owner of the product without
9 the owner's authorization; or

10 (4) to sell service parts if the service parts are no
11 longer provided by the manufacturer or made available to
12 an authorized repair provider.

13 Section 15. Violations.

14 (a) A unit of local government or the State may bring an
15 action in circuit court to impose civil liability on a person
16 or entity that knowingly violates this Act, or reasonably
17 should have known that it violated this Act, in the amount of
18 \$1,000 per day for the first violation of this Act, \$2,000 per
19 day for the second violation, and \$5,000 per day for the third
20 and subsequent violations. Any action described in this
21 subsection shall be commenced within 3 years after the date of
22 the alleged violation.

23 (b) Any civil penalties collected under subsection (a)
24 shall be paid to the office of the unit of local government or
25 the Attorney General, whichever brought the action.

1 Section 99. Effective date. This Act takes effect July 1,
2 2025.