

REFERENCE TITLE: **electronic and appliance products; repairs**

State of Arizona
Senate
Fifty-sixth Legislature
Second Regular Session
2024

SB 1536

Introduced by
Senators Mendez: Burch, Hernandez, Sundareshan

AN ACT

**AMENDING TITLE 44, ARIZONA REVISED STATUTES, BY ADDING CHAPTER 41;
RELATING TO ELECTRONICS AND APPLIANCES.**

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Title 44, Arizona Revised Statutes, is amended by adding
3 chapter 41, to read:

4 CHAPTER 41

5 ELECTRONICS AND APPLIANCES

6 ARTICLE 1. GENERAL PROVISIONS

7 44-8031. Definitions

8 IN THIS CHAPTER, UNLESS THE CONTEXT OTHERWISE REQUIRES:

9 1. "AUTHORIZED REPAIR PROVIDER":

10 (a) MEANS A PERSON THAT IS UNAFFILIATED WITH A MANUFACTURER AND
11 THAT HAS AN ARRANGEMENT WITH THE MANUFACTURER, FOR A DEFINITE OR
12 INDEFINITE PERIOD, THAT DOES EITHER OF THE FOLLOWING:

13 (i) GRANTS TO THE PERSON A LICENSE TO USE A TRADE NAME, SERVICE
14 MARK OR OTHER PROPRIETARY IDENTIFIER TO OFFER DIAGNOSTIC, MAINTENANCE OR
15 REPAIR SERVICES FOR ELECTRONIC OR APPLIANCE PRODUCTS UNDER THE NAME OF THE
16 MANUFACTURER.

17 (ii) OFFERS DIAGNOSTIC, MAINTENANCE OR REPAIR SERVICES FOR
18 ELECTRONIC OR APPLIANCE PRODUCTS ON BEHALF OF THE MANUFACTURER.

19 (b) INCLUDES A MANUFACTURER THAT OFFERS DIAGNOSTIC, MAINTENANCE OR
20 REPAIR SERVICES FOR THE MANUFACTURER'S ELECTRONIC OR APPLIANCE PRODUCTS IF
21 THE MANUFACTURER DOES NOT HAVE AN ARRANGEMENT WITH AN UNAFFILIATED PERSON.

22 2. "DOCUMENTATION" MEANS AN ELECTRONIC OR APPLIANCE PRODUCT MANUAL,
23 DIAGRAM, REPORTING OUTPUT, SERVICE CODE DESCRIPTION, SCHEMATIC OR OTHER
24 SIMILAR INFORMATION TO DIAGNOSE, MAINTAIN OR REPAIR THE ELECTRONIC OR
25 APPLIANCE PRODUCT.

26 3. "ELECTRONIC OR APPLIANCE PRODUCT" OR "PRODUCT":

27 (a) MEANS THE FOLLOWING:

28 (i) A TELEVISION, RADIO, AUDIO OR VIDEO RECORDER OR PLAYBACK
29 EQUIPMENT, VIDEO CAMERA, VIDEO GAME, VIDEO MONITOR, COMPUTER SYSTEM,
30 PHOTOCOPIER OR FAX MACHINE THAT IS NORMALLY USED OR SOLD FOR PERSONAL,
31 FAMILY, HOUSEHOLD OR HOME OFFICE USE.

32 (ii) A MAJOR HOME APPLIANCE, INCLUDING A REFRIGERATOR, FREEZER,
33 RANGE, MICROWAVE OVEN, WASHER, DRYER, DISHWASHER, TRASH COMPACTOR OR ROOM
34 AIR CONDITIONER THAT IS NORMALLY USED OR SOLD FOR PERSONAL, FAMILY,
35 HOUSEHOLD OR HOME OFFICE USE OR FOR USE IN PRIVATE MOTOR VEHICLES.

36 (iii) AN ANTENNA OR RESONANT DEVICE DESIGNED ESPECIALLY FOR THE
37 PURPOSE OF CAPTURING ELECTROMAGNETIC ENERGY TRANSMITTED BY DIRECT
38 SATELLITE OR COMMERCIAL RADIO OR TELEVISION BROADCASTING FACILITIES.

39 (b) INCLUDES PRODUCTS THAT ARE SOLD TO SCHOOLS, BUSINESSES, LOCAL
40 GOVERNMENTS OR IN OTHER METHODS OUTSIDE OF DIRECT RETAIL SALE.

41 (c) DOES NOT INCLUDE EITHER OF THE FOLLOWING:

42 (i) A PRODUCT OR COMPONENT OF AN ALARM SYSTEM, INCLUDING A FIRE
43 PROTECTION SYSTEM.

44 (ii) A VIDEO GAME CONSOLE.

45 4. "FAIR AND REASONABLE TERMS" MEANS:

1 (a) COSTS AND TERMS THAT ARE EQUIVALENT TO THE MOST FAVORABLE COSTS
2 AND TERMS, ACCOUNTING FOR ANY DISCOUNT, REBATE, CONVENIENT AND TIMELY
3 MEANS OF DELIVERY, MEANS OF ENABLING FULLY RESTORED AND UPDATED
4 FUNCTIONALITY, RIGHTS OF USE OR ANY OTHER INCENTIVE OR PREFERENCE THAT THE
5 MANUFACTURER OFFERS TO AN AUTHORIZED REPAIR PROVIDER.

6 (b) FOR DOCUMENTATION, INCLUDING ANY RELEVANT UPDATES, NO CHARGE
7 EXCEPT THAT WHEN THE DOCUMENTATION IS REQUESTED IN PHYSICAL PRINTED FORM,
8 A CHARGE MAY BE INCLUDED FOR THE REASONABLE ACTUAL COSTS OF PREPARING AND
9 SENDING THE COPY.

10 (c) FOR TOOLS, NO CHARGE AND NO IMPEDIMENTS TO ACCESS OR USE THE
11 TOOLS TO DIAGNOSE, MAINTAIN OR REPAIR AND ENABLE FULL FUNCTIONALITY OF THE
12 PRODUCT EXCEPT THAT WHEN A TOOL IS REQUESTED IN PHYSICAL FORM, A CHARGE
13 MAY BE INCLUDED FOR THE REASONABLE, ACTUAL COSTS OF PREPARING AND SENDING
14 THE TOOL.

15 (d) IF A MANUFACTURER DOES NOT USE AN AUTHORIZED REPAIR PROVIDER, A
16 PRICE THAT REFLECTS THE ACTUAL COST TO THE MANUFACTURER TO PREPARE AND
17 DELIVER THE PART, TOOL OR DOCUMENTATION, EXCLUSIVE OF ANY RESEARCH AND
18 DEVELOPMENT COSTS INCURRED.

19 5. "PART" MEANS A REPLACEMENT PART OR AN ASSEMBLY OF PARTS, EITHER
20 NEW OR USED, THAT IS USED TO FACILITATE THE MAINTENANCE OR REPAIR OF A
21 PRODUCT THAT IS SOLD BY THE MANUFACTURER.

22 6. "SERVICE DEALER" MEANS A PERSON WHO, FOR COMPENSATION, ENGAGES
23 IN OR HOLDS THE PERSON OUT TO THE PUBLIC AS OFFERING SERVICES IN THE
24 BUSINESS OF ANY OF THE FOLLOWING:

25 (a) INSTALLING, REPAIRING, SERVICING OR MAINTAINING A PRODUCT THAT
26 IS NORMALLY USED OR SOLD FOR PERSONAL, FAMILY, HOUSEHOLD OR HOME OFFICE
27 USE.

28 (b) INSTALLING, REPAIRING, SERVICING OR MAINTAINING EQUIPMENT OR A
29 BURGLAR ALARM SYSTEM FOR USE IN PRIVATE MOTOR VEHICLES.

30 (c) INSTALLING, REPAIRING, SERVICING OR MAINTAINING TELEVISION OR
31 RADIO RECEIVER ANTENNAS, ROTATORS AND ACCESSORIES OR DIRECT SATELLITE
32 SIGNAL RECEIVING EQUIPMENT THAT IS LOCATED ON OR ADJACENT TO A RESIDENCE.

33 7. "TOOL" MEANS A SOFTWARE PROGRAM, HARDWARE IMPLEMENT OR OTHER
34 APPARATUS THAT IS USED FOR DIAGNOSING, MAINTAINING OR REPAIRING A PRODUCT,
35 INCLUDING SOFTWARE OR OTHER MECHANISMS THAT PROGRAM, PAIR A PART, PROVIDE
36 OR CALIBRATE FUNCTIONALITY OR PERFORM ANY OTHER FUNCTION THAT IS REQUIRED
37 TO REPAIR THE PRODUCT OR PART BACK TO A FULLY FUNCTIONAL CONDITION,
38 INCLUDING ANY UPDATES.

39 8. "VIDEO GAME CONSOLE":

40 (a) MEANS A COMPUTING DEVICE, INCLUDING ITS COMPONENTS AND
41 PERIPHERALS, THAT IS PRIMARILY USED BY PERSONS FOR PLAYING VIDEO GAMES.

42 (b) INCLUDES A CONSOLE MACHINE, HANDHELD CONSOLE DEVICE OR ANOTHER
43 DEVICE OR SYSTEM.

44 (c) DOES NOT INCLUDE A COMPUTER, INCLUDING A DESKTOP COMPUTER,
45 LAPTOP, TABLET OR CELLULAR TELEPHONE.

1 44-8032. Manufacturers; requirements; exception

2 A. NOTWITHSTANDING ANY OTHER LAW, A MANUFACTURER OF AN ELECTRONIC
3 OR APPLIANCE PRODUCT SHALL MAKE AVAILABLE TO THE PRODUCT OWNER ALL OF THE
4 FOLLOWING:

5 1. SERVICE AND REPAIR FACILITIES.

6 2. SERVICE DEALERS.

7 3. SUFFICIENT DOCUMENTATION AND FUNCTIONAL PARTS AND TOOLS,
8 INCLUDING ANY UPDATES, ON FAIR AND REASONABLE TERMS, TO AFFECT THE
9 DIAGNOSIS, MAINTENANCE OR REPAIR OF THE PRODUCT.

10 B. A MANUFACTURER SHALL COMPLY WITH THE REQUIREMENTS IN SUBSECTION
11 A OF THIS SECTION FOR THE FOLLOWING TIME PERIODS:

12 1. IF THE PRODUCT HAS A WHOLESALE PRICE TO THE RETAILER OR TO
13 OTHERS OUTSIDE OF DIRECT RETAIL SALE OF AT LEAST \$50 AND NOT MORE THAN
14 \$99.99, FOR AT LEAST THREE YEARS AFTER THE LAST DATE THAT A PRODUCT MODEL
15 OR TYPE WAS MANUFACTURED, EVEN IF THE THREE-YEAR PERIOD EXCEEDS THE
16 PRODUCT'S WARRANTY PERIOD.

17 2. IF THE PRODUCT HAS A WHOLESALE PRICE TO THE RETAILER OR TO
18 OTHERS OUTSIDE OF DIRECT RETAIL SALE OF AT LEAST \$100, FOR AT LEAST SEVEN
19 YEARS AFTER THE LAST DATE THAT A PRODUCT MODEL OR TYPE WAS MANUFACTURED,
20 EVEN IF THE SEVEN-YEAR PERIOD EXCEEDS THE PRODUCT'S WARRANTY PERIOD.

21 C. EXCEPT AS NECESSARY TO COMPLY WITH THIS SECTION, A MANUFACTURER
22 IS NOT REQUIRED TO DIVULGE A TRADE SECRET OR LICENSE ANY INTELLECTUAL
23 PROPERTY, INCLUDING COPYRIGHTS OR PATENTS.

24 D. A PRODUCT'S SOURCE CODE IS NOT REQUIRED TO BE DISTRIBUTED.

25 E. BEFORE A SERVICE AND REPAIR FACILITY OR SERVICE DEALER THAT IS
26 NOT AN AUTHORIZED REPAIR PROVIDER OF A MANUFACTURER REPAIRS A PRODUCT, THE
27 SERVICE AND REPAIR FACILITY OR SERVICE DEALER SHALL PROVIDE A WRITTEN
28 NOTICE TO A PERSON REQUESTING THE REPAIR THAT:

29 1. THE SERVICE AND REPAIR FACILITY OR SERVICE DEALER IS NOT AN
30 AUTHORIZED REPAIR PROVIDER FOR THE PRODUCT.

31 2. DISCLOSES IF THE SERVICE AND REPAIR FACILITY OR SERVICE DEALER
32 USES ANY USED REPLACEMENT PARTS OR REPLACEMENT PARTS PROVIDED BY A
33 SUPPLIER OTHER THAN THE MANUFACTURER OF THE PRODUCT.

34 F. A MANUFACTURER IS NOT REQUIRED TO MAKE AVAILABLE SPECIAL
35 DOCUMENTATION, TOOLS AND PARTS THAT WOULD DISABLE OR OVERRIDE ANTI-THEFT
36 SECURITY MEASURES SET BY THE PRODUCT OWNER WITHOUT THE OWNER'S
37 AUTHORIZATION.

38 G. A MANUFACTURER IS NOT REQUIRED TO SELL SERVICE PARTS IF THE
39 SERVICE PARTS ARE NO LONGER PROVIDED BY THE MANUFACTURER OR MADE AVAILABLE
40 TO AN AUTHORIZED REPAIR PROVIDER.

41 H. A MANUFACTURER OR AUTHORIZED REPAIR PROVIDER IS NOT LIABLE FOR
42 ANY DAMAGE OR INJURY CAUSED TO AN ELECTRONIC OR APPLIANCE PRODUCT, A
43 PERSON OR PROPERTY RESULTING FROM A REPAIR, DIAGNOSIS, MAINTENANCE OR
44 MODIFICATION PERFORMED BY A SERVICE DEALER OR OWNER, INCLUDING:

45 1. ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

1 2. ANY LOSS OF DATA, PRIVACY OR PROFITS.
2 3. ANY INABILITY TO USE OR A REDUCED FUNCTIONALITY OF THE
3 ELECTRONIC OR APPLIANCE PRODUCT.
4 I. SUBSECTION H OF THIS SECTION DOES NOT APPLY TO A DESIGN DEFECT
5 OR MANUFACTURING FLAW THAT EXISTED BEFORE OR INDEPENDENT OF THE REPAIR,
6 DIAGNOSIS, MAINTENANCE OR MODIFICATION THAT IS PERFORMED PURSUANT TO THIS
7 SECTION.
8 J. IF A MANUFACTURER IS CONSIDERED AN AUTHORIZED REPAIR PROVIDER,
9 THE MANUFACTURER IS NOT REQUIRED TO MAKE AVAILABLE EITHER OF THE FOLLOWING
10 DOCUMENTATION OR TOOLS THAT EITHER:
11 1. THE MANUFACTURER USES ONLY TO PERFORM, AT NO COST, DIAGNOSTIC
12 SERVICES VIRTUALLY THROUGH TELEPHONE, INTERNET, CHAT, EMAIL OR OTHER
13 SIMILAR MEANS THAT DO NOT INVOLVE THE MANUFACTURER PHYSICALLY HANDLING THE
14 CUSTOMER'S ELECTRONIC OR APPLIANCE PRODUCT, UNLESS THE MANUFACTURER ALSO
15 MAKES THE DOCUMENTATION OR TOOLS AVAILABLE TO AN ENTITY THAT IS
16 UNAFFILIATED WITH THE MANUFACTURER.
17 2. ARE USED EXCLUSIVELY FOR REPAIRS COMPLETED BY MACHINES THAT
18 OPERATE ON SEVERAL ELECTRONIC OR APPLIANCE PRODUCTS SIMULTANEOUSLY IF THE
19 MANUFACTURER MAKES AVAILABLE TO A PRODUCT'S OWNER SERVICE AND REPAIR
20 FACILITIES, SERVICE DEALERS AND SUFFICIENT ALTERNATIVE DOCUMENTATION AND
21 TOOLS TO AFFECT THE DIAGNOSIS, MAINTENANCE OR REPAIR OF THE ELECTRONIC OR
22 APPLIANCE PRODUCT.
23 K. THIS SECTION DOES NOT APPLY IF THE MANUFACTURER PROVIDES AN
24 EQUIVALENT OR BETTER, READILY AVAILABLE REPLACEMENT ELECTRONIC OR
25 APPLIANCE PRODUCT AT NO CHARGE TO THE CUSTOMER.
26 44-8033. Enforcement; violation; civil penalties
27 A. THIS STATE OR A CITY, COUNTY OR POLITICAL SUBDIVISION OF THIS
28 STATE MAY BRING AN ACTION IN SUPERIOR COURT TO ENFORCE THIS CHAPTER.
29 B. AN ACTION SHALL BE COMMENCED WITHIN THREE YEARS AFTER THE DATE
30 OF THE ALLEGED VIOLATION.
31 C. A PERSON WHO VIOLATES THIS CHAPTER IS SUBJECT TO A CIVIL PENALTY
32 AS FOLLOWS:
33 1. FOR A FIRST VIOLATION, \$1,000 PER DAY.
34 2. FOR A SECOND VIOLATION, \$2,000 PER DAY.
35 3. FOR A THIRD OR SUBSEQUENT VIOLATION, \$5,000 PER DAY.
36 Sec. 2. Short title
37 This act may be cited as the "Right to Repair Act".