



2025 SENATE BILL 148

March 21, 2025 - Introduced by Senators PFAFF, KEYESKI, RATCLIFF, ROYS, HESSELBEIN, SMITH, SPREITZER, LARSON, DASSLER-ALFHEIM and WALL, cosponsored by Representatives J. JACOBSON, BILLINGS, JOHNSON, ROE, CRUZ, EMERSON, GOODWIN, MIRESSSE, JOERS, PHELPS, MADISON, STUBBS, CLANCY, SUBECK, PALMERI, MCCARVILLE, DESMIDT, TENORIO, FITZGERALD, BROWN and BEHNKE. Referred to Committee on Transportation and Local Government.

- 1 **AN ACT to create** 100.204 of the statutes; **relating to:** the right to repair
2 agricultural equipment, and providing a penalty.

Analysis by the Legislative Reference Bureau

This bill requires agricultural equipment manufacturers to upon request make available to agricultural equipment owners and independent service providers any documentation, data, embedded software, firmware, parts, or tools that are intended for use with agricultural equipment, at certain fair costs and fair terms as articulated in the bill. “Equipment” is defined in the bill to include equipment or parts that are designed primarily for use in the operation of a farm or in farm-related activities, including any combine, tractor, sprayer, implement, or attachment used in planting, cultivating, irrigating, harvesting, or ranching, but not including vehicles or self-propelled machines designed primarily for the transportation of persons or property on a street or highway, aircraft, snowmobiles, personal watercraft or motorboats, or equipment or parts used for irrigation purposes. “Data” is defined in the bill to mean information that a manufacturer gathered, transmitted, or compiled that arose from the operation of an owner’s equipment and for which the associated owner has provided consent and authorization for the manufacturer to share.

The bill generally does not require manufacturers to provide documentation, parts, embedded software, firmware, or tools that would require a manufacturer to divulge a trade secret. The bill exempts manufacturers and equipment dealers

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from liability stemming from an owner's or independent repair provider's faulty or otherwise improper repair that causes damage or loss of use of equipment, and exempts manufacturers from liability for an action resulting from a person's use or reliance upon data that the manufacturer provided to a person.

For further information see the state fiscal estimate, which will be printed as an appendix to this bill.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

1 **SECTION 1.** 100.204 of the statutes is created to read:

2 **100.204 Right to repair agricultural equipment.** (1) DEFINITIONS. In
3 this section:

4 (a) "Authorized repair provider" means a person that is not affiliated with a
5 manufacturer. "Authorized repair provider" includes all of the following:

6 1. A manufacturer, if all of the following apply:

7 a. The manufacturer offers to an owner of the manufacturer's equipment or
8 part a service related to the owner's equipment or part.

9 b. The manufacturer does not have an arrangement with a person in which
10 the manufacturer, for the purpose of the person providing a service to an owner
11 regarding the owner's equipment or a part, grants the person an authorization to
12 act on behalf of the manufacturer or grants the person a license to use a trade
13 name, service mark, or other proprietary identifier.

14 2. A person affiliated with a manufacturer if the affiliation is through an
15 arrangement in which the manufacturer, for the purpose of the person providing a
16 service to an owner regarding the owner's equipment or a part, grants the person
17 an authorization to act on behalf of the manufacturer or grants the person a license
18 to use a trade name, service mark, or other proprietary identifier.

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1 (b) “Data” means information that a manufacturer gathered, transmitted, or
2 compiled that arose from the operation of an owner’s equipment and for which the
3 associated owner has provided consent and authorization for the manufacturer to
4 share.

5 (c) “Documentation” means an electronic or tangible manual, diagram,
6 schematic diagram, reporting output, service code description, security code or
7 password or other similar type of guidance or information that a manufacturer
8 provides to an authorized repair provider to assist the authorized repair provider
9 with a service performed on the manufacturer’s equipment or part.

10 (d) “Embedded software” means programmable instructions provided on
11 firmware delivered with or loaded on an electronic component of equipment or a
12 part for the purpose of restoring or improving operation of the piece of equipment or
13 part. “Embedded software” includes all relevant patches and fixes that the
14 manufacturer makes to equipment or a part for the purpose of restoring or
15 improving the equipment or part, and an internal operating system, machine code,
16 assembly code, root code, and microcode.

17 (e) “Equipment” means equipment or parts that are designed primarily for
18 use in the operation of a farm or in farm-related activities, including any combine,
19 tractor, sprayer, implement, or attachment used in planting, cultivating, irrigating,
20 harvesting, or ranching. “Equipment” does not include vehicles or self-propelled
21 machines designed primarily for the transportation of persons or property on a
22 street or highway, aircraft, snowmobiles, personal watercraft or motorboats, or
23 equipment or parts used for irrigation purposes.

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1 (f) “Equipment dealer” means a person engaged in the retail sale of
2 equipment.

3 (g) 1. Except as provided in subds. 2. and 3., “fair costs” means costs assessed
4 under equitable terms and in a manner that is fair to both parties to a transaction
5 in light of any agreed-upon conditions, promised quality, and timeliness of delivery,
6 and in a manner that does not discourage or disincentivize an equipment owner or
7 an independent repair provider from making repairs.

8 2. In regards to documentation, “fair costs” means that the manufacturer
9 provides the documentation, including any relevant updates to the documentation,
10 for free, except that a manufacturer may charge a fee for a printed copy of the
11 documentation, which fee may amount only to the manufacturer’s actual cost to
12 prepare and send the printed documentation.

13 3. In regards to embedded software, “fair costs” means that the manufacturer
14 provides the embedded software in all of the following ways:

15 a. For free, and without requiring authorization, Internet access, or other
16 impediments to use.

17 b. In the course of effectuating the diagnosis, maintenance, or repair and
18 enabling the full functionality of the equipment or part.

19 c. In a manner that does not impair the efficient and cost-effective
20 performance of the equipment or part.

21 (h) “Fair terms” means terms that do not impose on an owner or independent
22 repair provider any of the following:

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1 1. A substantial obligation to use, or a restriction on the use of, embedded
2 software, firmware, a part, or tool.

3 2. A condition that the owner or independent retail provider become an
4 authorized repair provider of a manufacturer.

5 3. A requirement that embedded software, firmware, a part, or a tool be
6 registered, paired with, or approved by a manufacturer or an authorized repair
7 provider in order for the embedded software, firmware, part, or tool to be
8 operational.

9 (i) “Firmware” means a software program or set of instructions programmed
10 on equipment or a part that allows the equipment or part to function or
11 communicate with itself or other computer hardware.

12 (j) “Independent repair provider” means a person who is not a manufacturer’s
13 authorized repair provider or a person affiliated with a manufacturer’s authorized
14 repair provider and who is engaged in the offering of or providing a service.

15 “Independent repair provider” includes all of the following:

16 1. An authorized repair provider that is offering or providing a service for a
17 different manufacturer than a manufacturer with whom the authorized repair
18 provider is affiliated through an arrangement in which the manufacturer, for the
19 purposes of providing a service to an owner regarding the owner’s equipment or
20 part, grants the person authorization to act on behalf of the manufacturer or grants
21 the person a license to use a trade name, service mark, or other proprietary
22 identifier.

23 2. A manufacturer who is offering or providing a service for a different
24 manufacturer’s equipment or part.

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1 (k) “Manufacturer” means a person in this state engaged in the business of
2 selling, leasing, or otherwise supplying new equipment or parts that have been
3 manufactured by the person, or on behalf of the person, to any other person.

4 (L) “Owner” means a person that owns equipment or a part or an agent of a
5 person that owns equipment or a part.

6 (m) “Part” means a replacement part for equipment that a manufacturer
7 offers for sale or otherwise makes available for the purpose of providing a service.

8 (n) “Service” means a diagnostic, maintenance, or repair service performed
9 on equipment or a part.

10 (o) “Tool” means a hardware implement, software program, or other
11 apparatus used for programming, pairing, calibrating functionality, diagnosis,
12 maintenance, or repair of equipment or parts, including software or another
13 mechanism that does any of the following:

- 14 1. Provides, programs, or pairs a new part.
- 15 2. Calibrates functionality.
- 16 3. Performs any other function required to return the equipment or part to
17 fully functional condition.

18 (p) “Trade secret” has the meaning given in s. 134.90 (1) (c).

19 **(2) MANUFACTURER REQUIREMENTS.** (a) Subject to pars. (b) and (c), a
20 manufacturer shall upon request, using fair terms and fair costs, make available to
21 an independent repair provider or owner of the manufacturer’s equipment or part
22 all of the following:

- 23 1. Any documentation, data, embedded software, firmware, part, or tool that

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1 is intended for use with the equipment or part, including updates to
2 documentation, parts, embedded software, firmware, or tools.

3 2. With respect to equipment that contains an electronic security lock or other
4 security-related function, any documentation, data, embedded software, firmware,
5 part, or tool that is needed to reset the lock or function when disabled in the course
6 of providing a service. The manufacturer may make the documentation, embedded
7 software, firmware, part, or tool available to the independent retail provider or
8 owner through appropriate secure release systems.

9 (b) Paragraph (a) does not apply to a part that is no longer available to the
10 manufacturer.

11 (c) 1. Paragraph (a) does not require a manufacturer to divulge a trade secret,
12 except that a manufacturer may not refuse to make available to an independent
13 repair provider or owner any documentation, data, embedded software, firmware,
14 part, or tool necessary to provide a service on the grounds that the documentation,
15 data, embedded software, firmware, part, or tool itself is a trade secret.

16 2. In response to a request made under par. (a), a manufacturer may do any of
17 the following:

18 a. Redact trade secrets from portions of provided documentation if the
19 usability of the redacted documentation for the purpose of providing a service is not
20 diminished.

21 b. Withhold information regarding a component, design, functionality, or
22 process of development of provided embedded software, firmware, a part, or a tool if

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1 the information is a trade secret and the usability of the embedded software,
2 firmware, part, or tool is not diminished.

3 (d) In regards to a contract or arrangement entered into, renewed, or modified
4 on or after the effective date of this paragraph [LRB inserts date], a term,
5 provision, agreement, or language in the contract or arrangement that waives,
6 avoids, restricts, or limits the manufacturer's obligations under this subsection is
7 void and unenforceable.

8 **(3) LIMITATION ON LIABILITY.** (a) Neither a manufacturer nor an equipment
9 dealer is liable for a faulty or otherwise improper repair provided by an
10 independent repair provider or owner, including a faulty or otherwise improper
11 repair that causes any of the following:

- 12 1. Damage to equipment during the repair.
- 13 2. Indirect, incidental, special, or consequential damages.
- 14 3. A person's inability to use the equipment.
- 15 4. Reduced functionality of the equipment.

16 (b) A manufacturer is not liable for an action resulting from a person's use or
17 reliance upon data that the manufacturer provided to the person.

18 **(4) EFFECT OF THIS SECTION.** Nothing in this section does any of the following:

19 (a) Alters the terms of a contract or arrangement between a manufacturer
20 and an authorized repair provider that is in force on the effective date of this
21 paragraph [LRB inserts date], including the provision of warranty or recall
22 repair work and any exclusivity clause or noncompete clause in a contract.

23 (b) Requires a manufacturer to provide an independent repair provider or

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1 owner access to information, other than documentation or data, that the
2 manufacturer provides to an authorized repair provider pursuant to a contract or
3 other arrangement with the authorized repair provider, except as necessary to
4 comply with sub. (2).

5 (c) Authorizes an independent repair provider or owner to do any of the
6 following:

7 1. Except as needed to provide a service, make a modification to equipment
8 that deactivates a safety notification system.

9 2. Except as needed to provide a service, access a function of a tool that
10 enables the independent repair provider or owner to change a setting on equipment
11 in a manner that brings the equipment out of compliance with applicable safety
12 laws.

13 3. Evade emissions, copyright, trademark, or patent laws.

14 4. Engage in equipment modification activities prohibited by law.

15 (d) Exempts a manufacturer from a product liability claim that is otherwise
16 authorized under law.

17 **(5) PENALTIES AND REMEDIES.** (a) The department may exercise its authority
18 under ss. 93.14 and 93.15 to investigate violations of sub. (2).

19 (b) Any person suffering pecuniary loss because of a violation of sub. (2) may
20 commence an action to recover the pecuniary loss. If the person prevails, the person
21 shall recover twice the amount of the pecuniary loss, or \$200 for each violation,
22 whichever is greater, together with costs, including reasonable attorney fees.

23 (c) The department, or the department of justice in consultation with the
24 department, may commence an action in the name of the state to restrain by

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1 temporary or permanent injunction a violation of sub. (2). Before entry of final
2 judgment, the court may make any necessary orders to restore to a person any
3 pecuniary loss suffered by the person because of the violation.

4 (d) The department, the department of justice in consultation with the
5 department, or a district attorney may commence an action in the name of the state
6 to recover a forfeiture to the state of not less than \$100 nor more than \$10,000 for
7 each violation of sub. (2).

8 (END)