
SENATE BILL 5423

State of Washington

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By Senators Stanford, Shewmake, Dhingra, Frame, Hasegawa, Lias, Lovelett, Nobles, Pedersen, Ramos, Riccelli, Salomon, and Valdez

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1 AN ACT Relating to supporting the servicing and right to repair
2 of certain products with digital electronics in a secure and reliable
3 manner to increase access and affordability for Washingtonians; and
4 adding a new chapter to Title 19 RCW.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 NEW SECTION. **Sec. 1.** (1) The legislature finds that:

7 (a) Consumer access to affordable and reliable products that
8 contain digital electronics, including computers, cell phones,
9 appliances, and other nonexempted consumer products, is essential to
10 overcome digital inequities in Washington state and that broader
11 distribution of the information, parts, and tools necessary to repair
12 digital electronic products will shorten repair times, lengthen the
13 useful lives of digital electronic products, and lower costs for
14 consumers;

15 (b) Consumers increasingly rely on these products to conduct
16 personal and professional business daily. Many modern consumer
17 products contain digital components, such as microprocessors and
18 microchips, which can create barriers to repairs. In some United
19 States' households, everything from the coffee maker, to the washing
20 machine, vacuum, thermostat, or doorbell may have a digital component

1 as technology has evolved and smart products have increased in
2 popularity;

3 (c) The need for more accessible and affordable repair options is
4 felt more acutely among specific sectors of the population, notably
5 Washington residents in rural areas and people who earn low incomes.
6 Original manufacturer shops or authorized repair providers are often
7 located in urban areas requiring consumers to travel long distances
8 for repair or be without products for periods of time;

9 (d) Small, independent businesses play a vital role in
10 Washington's economy. Providing access to information, parts, and
11 tools is essential in contributing to a competitive repair market,
12 allowing small repair shop employees to repair products more safely;

13 (e) Certain electronic products are comprised of precious metals
14 that are finite, and unnecessary early disposal can be avoided with
15 greater accessibility to proper and affordable repair; and

16 (f) Other states such as Minnesota, New York, California, and
17 Colorado have enacted right to repair legislation, recognizing the
18 need to increase access to the documentation, tools, and parts
19 necessary to facilitate multiple repair options for all kinds of
20 consumer products with digital electronics.

21 (2) Therefore, the legislature intends to broaden access to the
22 information and tools necessary to repair digital electronic
23 products, including computers, cell phones, appliances, and other
24 nonexempted products in a safe, secure, reliable, and sustainable
25 manner, thereby increasing access to appropriate and affordable
26 digital electronic products, supporting small businesses and jobs,
27 and making it easier for all residents of Washington state to connect
28 digitally.

29 NEW SECTION. **Sec. 2.** The definitions in this section apply
30 throughout this chapter unless the context clearly requires
31 otherwise.

32 (1) "Authorized repair provider" means an individual or business
33 that is unaffiliated with an original manufacturer and that has an
34 arrangement with the original manufacturer to use the original
35 manufacturer's trade name, service mark, or other proprietary
36 identifier for the purpose of offering the services of diagnosis,
37 maintenance, or repair of digital electronic products under the name
38 of the original manufacturer, or that has an arrangement with the
39 original manufacturer under which the individual or business offers

1 the services of diagnosis, maintenance, or repair of digital
2 electronic products on behalf of the original manufacturer. An
3 original manufacturer who offers the services of diagnosis,
4 maintenance, or repair of its own digital electronic products shall
5 be considered an authorized repair provider with respect to such
6 products.

7 (2) "Authorized third-party provider" means an individual or
8 business that is unaffiliated with an original manufacturer and that
9 has an arrangement with the original manufacturer to use the original
10 manufacturer's trade name, service mark, or other proprietary
11 identifier for the purpose of distributing parts, tools, or
12 documentation.

13 (3) "Diagnosis" means the process of identifying the issue or
14 issues that cause digital electronic products to not be in fully
15 working order.

16 (4) "Digital electronic product" or "products" means any product
17 or electronic that:

18 (a) Depends, in whole or in part, on digital electronics, such as
19 a microprocessor or microcontroller, embedded in or attached to the
20 product in order to function;

21 (b) Is tangible personal property;

22 (c) Is generally used for personal, family, or household
23 purposes;

24 (d) Is sold, used, or supplied in Washington 180 days or more
25 after the product was first manufactured and 180 days or more after
26 the product was first sold or used in Washington; and

27 (e) Might be, but is not necessarily, capable of attachment to or
28 installation in real property.

29 (5) "Documentation" means any manual, maintenance procedures,
30 functional and wiring diagrams, reporting output, service code
31 description, circuit board schematics, security code, password,
32 training material, troubleshooting information, list of required
33 tools, parts list, or other guidance or information that enables a
34 person to diagnose, maintain, repair, or update a digital electronic
35 product.

36 (6) "Fair and reasonable terms" means each of the following, as
37 applicable:

38 (a)(i) For parts, at costs and terms that are equivalent to the
39 most fair and reasonable costs and terms under which the manufacturer
40 offers the part, tool, or documentation to an authorized repair

1 provider, accounting for any discount, rebate, convenient and timely
2 means of delivery, means of enabling fully restored and updated
3 functionality, rights of use, or other incentive or preference the
4 manufacturer offers to an authorized repair provider, and is not
5 conditioned on or imposing a substantial obligation to use or
6 restrict the use of the part to diagnose, maintain, or repair digital
7 electronic products sold, leased, or otherwise supplied by the
8 original manufacturer;

9 (ii) For documentation, including any relevant updates, that the
10 documentation is made available at no charge, except that, when the
11 documentation is requested in physical printed form, a charge may be
12 included for the reasonable actual costs of preparing and sending the
13 copy;

14 (iii) For tools, that the tools are made available by the
15 manufacturer at no charge and without imposing impediments to access
16 or use of the tools to diagnose, maintain, or repair and enable full
17 functionality of the product, or in a manner that impairs the
18 efficient and cost-effective performance of any such diagnosis,
19 maintenance, or repair, except that, when a tool is requested in
20 physical form, a charge may be included for the reasonable, actual
21 costs of preparing and sending the tool;

22 (b) If a manufacturer does not use an authorized repair provider,
23 "fair and reasonable terms" means at a price that reflects the actual
24 cost to the manufacturer to prepare and deliver the part, tool, or
25 documentation, exclusive of any research and development costs
26 incurred.

27 (7) "Independent repair provider" means an individual or business
28 that engages in the services of diagnosis, maintenance, or repair of
29 digital electronic products in this state without an arrangement with
30 the original manufacturer of such products as described in subsection
31 (1) of this section or an affiliation with an authorized repair
32 provider for such products. "Independent repair provider" also means
33 an original manufacturer or an original manufacturer's authorized
34 repair provider that engages in the services of diagnosis,
35 maintenance, or repair of a digital electronic product that is not
36 manufactured by or on behalf of, sold by, or supplied by such
37 original manufacturer.

38 (8) "Maintenance" means any act necessary to keep currently
39 working digital electronic products in fully working order.

1 (9) "Modifications" or "modifying" means any alteration to
2 digital electronic products that is not maintenance or repair.

3 (10) "Original manufacturer" means an individual or business
4 that, in the normal course of business, is engaged in the business of
5 selling, leasing, or otherwise supplying new digital electronic
6 products manufactured by or on behalf of itself, to any individual or
7 business.

8 (11) "Owner" means an individual or business that owns or leases
9 digital electronic products purchased or used in this state.

10 (12) "Part" means any replacement part, either new or used, or
11 its equivalent, which is generally available or used by an original
12 manufacturer or an authorized repair provider for purposes of
13 effecting the services of maintenance or repair of digital electronic
14 products manufactured or sold by the original manufacturer.

15 (13) "Parts pairing" means an original manufacturer's practice of
16 using software to identify component parts through a unique
17 identifier.

18 (14) "Repair" means any act needed to restore digital electronic
19 products to fully working order.

20 (15) "Tool" means any software program, hardware implement, or
21 other apparatus, used for diagnosis, maintenance, or repair of
22 digital electronic products, including software or other mechanisms
23 that provide, program, or pair a part, calibrate functionality, or
24 perform any other function required to bring the product or part back
25 to fully functional condition, including any updates.

26 (16) "Trade secret" has the same meaning as defined in 18 U.S.C.
27 Sec. 1839, as that section existed on January 1, 2017.

28 (17) "Video game console" means a computing device, such as a
29 console machine, a handheld console device, or another device or
30 system, and its components and peripherals, that is primarily used by
31 consumers for playing video games, but which is neither a general nor
32 an all-purpose computer, such as a desktop computer, laptop, tablet,
33 or cell phone.

34 NEW SECTION. **Sec. 3.** (1) Effective January 1, 2026:

35 (a) An original manufacturer shall make available to any
36 independent repair provider or owner on fair and reasonable terms any
37 parts, tools, and documentation intended for the diagnosis,
38 maintenance, or repair of digital electronic products and parts that
39 are first manufactured, and first sold or used in Washington, on or

1 after July 1, 2021. Such parts, tools, and documentation shall be
2 made available either directly by the original manufacturer or via an
3 authorized repair provider or authorized third-party provider.

4 (b) For digital electronic products that are manufactured for the
5 first time, and first sold or used in this state, after January 1,
6 2025, an original manufacturer may not use parts pairing to:

7 (i) Prevent or inhibit an independent repair provider or an owner
8 from installing or enabling the function of an otherwise functional
9 replacement part or a component of a digital electronic product,
10 including a replacement part or a component that the original
11 manufacturer has not approved;

12 (ii) Reduce the functionality or performance of a digital
13 electronic product; or

14 (iii) Cause a digital electronic product to display misleading
15 alerts or warnings about unidentified parts, which the owner cannot
16 immediately dismiss.

17 (2) Nothing in this chapter requires the original manufacturer to
18 sell parts if the parts are no longer made available to authorized
19 repair providers by the original manufacturer.

20 NEW SECTION. **Sec. 4.** Before accepting digital electronic
21 products for repair, authorized repair providers and independent
22 repair providers shall provide to customers a written or electronic
23 notice that contains the following information:

24 (1) The steps taken by the authorized repair provider or the
25 independent repair provider to ensure the privacy and security of
26 products entrusted for repair or a statement that no such steps have
27 been taken;

28 (2) Recommended steps for the customer to take to safeguard
29 product data, including:

30 (a) If appropriate, backing up data prior to repair and either:

31 (i) Factory resetting the product; or

32 (ii) Wiping backed-up data from the product;

33 (b) Sharing only the passwords or access to functions necessary
34 for the relevant repairs and changing those passwords to a temporary
35 password prior to sharing; and

36 (c) Logging out of applications or websites that contain
37 sensitive data or that otherwise pose a security risk, such as
38 electronic mail, banking, and social media accounts;

1 (3) (a) A statement about the customer's legal right to privacy,
2 which is protected under Article I, section 7 of the state
3 Constitution and under Washington law, which protects against:

4 (i) Washington cybercrimes under chapter 9A.90 RCW, including
5 electronic data theft, electronic data tampering, spoofing, and
6 computer trespass;

7 (ii) The disclosing of intimate images under RCW 9A.86.010;

8 (iii) The criminal impersonation of another under RCW 9A.60.040;
9 and

10 (iv) Identity crimes under chapter 9.35 RCW.

11 (b) Violations of privacy may be referred to law enforcement for
12 criminal prosecution, and violators may be liable for damages,
13 including mental pain and suffering, that a violation of privacy may
14 have caused to a customer's business, person, or reputation; and

15 (4) For independent repair providers, whether the repair provider
16 uses any replacement parts that are used or provided by a supplier
17 other than the original manufacturer of the digital electronic
18 product.

19 NEW SECTION. **Sec. 5.** (1) Nothing in this chapter shall be
20 construed to require an original manufacturer to divulge a trade
21 secret to an independent repair provider, except as necessary to
22 provide parts, tools, and documentation on fair and reasonable terms.

23 (2) Nothing in this chapter shall be construed to alter the terms
24 of any arrangement described in section 2(1) of this act in force
25 between an authorized repair provider and an original manufacturer
26 including, but not limited to, the performance or provision of
27 warranty or recall repair work by an authorized repair provider on
28 behalf of an original manufacturer pursuant to such arrangement,
29 except that any provision in such terms that purports to waive,
30 avoid, restrict, or limit the original manufacturer's obligations to
31 comply with this section shall be void and unenforceable.

32 (3) Nothing in this chapter shall be construed to require an
33 original manufacturer or an authorized repair provider to provide to
34 an owner or independent repair provider access to information, other
35 than documentation, that is provided by the original manufacturer to
36 an authorized repair provider pursuant to the terms of an arrangement
37 described in section 2(1) of this act.

38 (4) Nothing in this chapter shall be construed to require an
39 original manufacturer or authorized repair provider to make available

1 any parts, tools, or documentation for the purposes of modifying or
2 making modifications to any digital electronic products.

3 (5) Nothing in this chapter shall be construed to require an
4 original manufacturer or authorized repair provider to make available
5 any parts, tools, or documentation required for the diagnosis,
6 maintenance, or repair of public safety communications equipment, the
7 intended use of which is for emergency response or prevention
8 purposes by an emergency service organization such as a police, fire,
9 or emergency medical services agency.

10 (6) Nothing in this chapter shall apply to manufacturers or
11 distributors of a medical device as defined in the federal food,
12 drug, and cosmetic act, Title 21 U.S.C. Sec. 301 et seq., a digital
13 electronic product, or embedded software manufactured primarily for
14 use in a medical setting, including diagnostic, monitoring, or
15 control equipment.

16 (7) Nothing in this chapter shall apply to a:

17 (a) Motor vehicle manufacturer, manufacturer of motor vehicle
18 equipment, or motor vehicle dealer acting in that capacity or to any
19 product or service of a motor vehicle manufacturer, manufacturer of
20 motor vehicle equipment, or motor vehicle dealer acting in that
21 capacity;

22 (b) Manufacturer, distributor, importer, or dealer of any power
23 generation or storage equipment, or equipment for fueling or charging
24 motor vehicles;

25 (c) Product that has never been available for retail sale to a
26 consumer;

27 (d) Product which is a system, mechanism, or series of mechanisms
28 that generates, stores, or combines generation and storage of
29 electrical energy from solar radiation; or

30 (e) Product which stores electrical energy for a period of time
31 and transmits the energy after storage, that is interconnected with a
32 transmission or distribution system and that is approved by an
33 electric utility or located on a customer's side of an electric
34 utility meter in accordance with an applicable utility tariff or
35 interconnection agreement.

36 (8) Nothing in this section applies to utility equipment; farm or
37 agricultural equipment; construction equipment; compact construction
38 equipment; road building equipment; electronic vehicle charging
39 infrastructure equipment; mining equipment; low earth orbit broadband
40 equipment manufactured before 2044; and any tools, technology,

1 attachments, accessories, components, and repair parts for any of the
2 foregoing.

3 (9) Nothing in this section shall be construed to require any
4 original manufacturer or authorized repair provider to make available
5 any parts, tools, or documentation required for the diagnosis,
6 maintenance, or repair of a video game console and its components and
7 peripherals.

8 (10) Nothing in this section shall be construed to require any
9 original manufacturer or authorized repair provider to make available
10 documentation or tools used exclusively for repairs completed by
11 machines that operate on several digital electronic products
12 simultaneously, if the original manufacturer makes available to
13 owners of the product and independent repair providers sufficient,
14 alternative documentation and tools to effect the diagnosis,
15 maintenance, or repair of the digital electronic product.

16 (11) Nothing in this section shall be construed to require an
17 original manufacturer to make available special documentation, tools,
18 parts, or other devices or implements that would disable or override,
19 without an owner's authorization, antitheft or privacy security
20 measures that the owner sets for digital electronic products.

21 (12) Nothing in this section shall apply to set-top boxes,
22 modems, routers, or all-in-one devices delivering internet, video,
23 and voice systems that are distributed by a video, internet, or voice
24 service provider if the service provider offers equivalent or better,
25 readily available replacement equipment at no charge to the customer.

26 (13) Nothing in this section shall apply to off-road equipment
27 including, but not limited to: Farm and utility tractors, farm
28 implements, farm machinery, forestry equipment, industrial equipment,
29 utility equipment, construction equipment, compact construction
30 equipment, road building equipment, mining equipment, turf, yard, and
31 garden equipment, outdoor power equipment, portable generators,
32 marine, all-terrain sports, racing, and recreational vehicles, stand-
33 alone or integrated stationary or mobile internal combustion engines,
34 power sources, such as generator sets, electric batteries, and fuel
35 cell power, power tools, and any tools, technology, attachments,
36 accessories, components, and repair parts for any of the foregoing.

37 NEW SECTION. **Sec. 6.** (1) No original manufacturer or authorized
38 repair provider shall be liable for any damage or injury to any
39 digital electronic product caused by an independent repair provider

1 or owner which occurs during the course of repair, diagnosis, or
2 maintenance and is not attributable to the original manufacturer or
3 authorized repair provider other than if the failure is attributable
4 to design or manufacturing defects.

5 (2) The original manufacturer does not warrant any services
6 provided by independent repair providers.

7 NEW SECTION. **Sec. 7.** (1) The legislature finds that the
8 practices covered by this chapter are matters vitally affecting the
9 public interest for the purpose of applying the consumer protection
10 act, chapter 19.86 RCW. A violation of this chapter is not reasonable
11 in relation to the development and preservation of business and is an
12 unfair or deceptive act in trade or commerce and an unfair method of
13 competition for the purpose of applying the consumer protection act,
14 chapter 19.86 RCW.

15 (2) This chapter may be enforced solely by the attorney general
16 under the consumer protection act, chapter 19.86 RCW.

17 NEW SECTION. **Sec. 8.** Sections 1 through 7 and 9 of this act
18 constitute a new chapter in Title 19 RCW.

19 NEW SECTION. **Sec. 9.** This chapter may be known and cited as the
20 right to repair act.

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