

HOUSE AMENDMENT NO. \_\_\_\_  
TO  
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Offered By

AMEND House Amendment No. \_\_\_\_ to Senate Substitute for Senate Bill No. 28, Page 12, Line 27, by deleting said line and inserting in lieu thereof the following:

"deemed an infraction.

407.645. 1. As used in this section, the following terms mean:

(1) "Authorized repair provider", an individual or business who has an arrangement with the original equipment manufacturer under which the original equipment manufacturer grants to the individual or business a license to use a trade name, service mark, or other proprietary identifier for the purposes of offering the services of diagnosis, maintenance, or repair of a motorcycle under the name of the original equipment manufacturer, or other arrangement with the original equipment manufacturer to offer such services on behalf of the original equipment manufacturer. An original equipment manufacturer who offers the services of diagnosis, maintenance, or repair of its own motorcycle and who does not have an arrangement with an unaffiliated individual or business shall be considered an authorized repair provider with respect to motorcycles;

(2) "Documentation", any manual, diagram, reporting output, service code description, schematic diagram, security codes, passwords, or other guidance or information used in effecting the services of diagnosis, maintenance, or repair of a motorcycle;

(3) "Fair and reasonable terms", making available parts, tools, or documentation as follows:

(a) That documentation is made available by the original equipment manufacturer at no charge, except when the documentation is requested in physical printed form, a charge may be included for the reasonable, actual costs of preparing and sending the copy;

(b) That tools are made available by the original equipment manufacturer at no charge and without requiring authorization or internet access for use or operation of the tool, or imposing impediments to access or use of the tools to diagnose, maintain, or repair and enable full functionality of digital motorcycle equipment, or in a manner that impairs the efficient and cost-effective performance of any such diagnosis, maintenance, or repair, except that when the tool is requested in physical form, a charge may be included for the reasonable, actual costs of preparing and sending the tool; and

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1       (c) That parts are made available by the original equipment manufacturer, either directly or  
2 through an authorized repair provider, to independent repair providers and owners at costs and terms  
3 that are equivalent to the most favorable costs and terms under which an original equipment  
4 manufacturer offers the parts to an authorized repair provider and that:

5       a. Accounts for any discount, rebate, convenient, and timely means of delivery; means of  
6 enabling fully restored and updated functionality, rights of use, or other incentive and preference the  
7 original manufacturer offers to an authorized repair provider; or any additional cost, burden, or  
8 impediment the original equipment manufacturer imposes on an owner or independent repair  
9 provider;

10       b. Is not conditioned on or imposing a substantial obligation or restriction that is not  
11 reasonably necessary for enabling the owner or independent repair provider to engage in the  
12 diagnosis, maintenance, or repair of equipment made by or on behalf of the original equipment  
13 manufacturer; and

14       c. Is not conditioned on an arrangement with the original equipment manufacturer;

15       (4) "Independent repair provider", an individual or business operating in this state that is  
16 unaffiliated with an original equipment manufacturer that is engaged in the services of diagnosis,  
17 maintenance, or repair of motorcycles;

18       (5) "Motorcycle", a motorcycle as defined in section 300.010, excluding any equipment not  
19 primarily designed for use on highways;

20       (6) "Original equipment manufacturer", a business engaged in the business of selling,  
21 leasing, or otherwise supplying new motorcycles manufactured by, or on behalf of itself, to any  
22 individual or business;

23       (7) "Owner", an individual or business that owns or leases a motorcycle purchased or used  
24 in this state;

25       (8) "Part", any replacement part, either new or used, made available by an original  
26 equipment manufacturer for purposes of effecting the services of maintenance or repair of a  
27 motorcycle manufactured by or on behalf of, sold, or otherwise supplied by the original equipment  
28 manufacturer;

29       (9) "Tool", any software program, hardware implement, or other apparatus used for  
30 diagnosis, maintenance, or repair of a motorcycle, including software or other mechanisms that  
31 provision, program, or pair a new part, calibrate functionality, or perform any other function  
32 required to bring the product back to fully functional condition, including any updates;

33       (10) "Trade secret", the same meaning as such term is defined in section 417.453.

34       2. (1) For motorcycles and parts for motorcycles that are sold or used in this state, an  
35 original equipment manufacturer shall make available to any independent repair provider and owner  
36 of a motorcycle manufactured by or on behalf of, or sold by such original equipment manufacturer,  
37 on fair and reasonable terms, any documentation, parts, and tools required for the diagnosis,  
38 maintenance, or repair of such a motorcycle and parts for the motorcycle, inclusive of any updates

1 to information. The documentation, parts, and tools shall be made available either directly by the  
 2 original equipment manufacturer or via an authorized repair provider.

3 (2) For equipment that contains a motorcycle security lock or other security-related  
 4 function, the original equipment manufacturer shall make available to any owner and independent  
 5 repair provider, on fair and reasonable terms, any special documentation, tools, and parts needed to  
 6 access and reset the lock or function when disabled in the course of diagnosis, maintenance, or  
 7 repair of the motorcycle. The documentation, tools, and parts may be made available through  
 8 appropriate secure-release systems.

9 3. With respect to equipment that contains an electronic security lock or other security-  
 10 related function, a manufacturer shall, with fair and reasonable terms and costs, make available to  
 11 independent repair providers and owners any documentation, parts, embedded software, firmware,  
 12 or tools, or, with owner authorization, data needed to reset the lock or function when disabled in the  
 13 course of providing services. The manufacturer may make the documentation, parts, embedded  
 14 software, firmware, or tools, or, with owner authorization, data available to independent repair  
 15 providers and owners through appropriate secure release systems.

16 4. Violation of this section is an unlawful practice under sections 407.010 to 407.130 of the  
 17 merchandising practices act. All remedies, penalties, and authority granted to the attorney general  
 18 under sections 407.010 to 407.130 shall be available for the enforcement of this section.

19 5. (1) Nothing in this section shall require an original equipment manufacturer to divulge  
 20 any trade secret to any owner or independent service provider.

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

27 (3) Nothing in this section shall be construed to require a manufacturer to make available  
 28 special documentation, tools, and parts that would disable or override antitheft security measures set  
 29 by the owner of the product without the owner's authorization.

30 (4) No original equipment manufacturer or authorized repair provider shall be liable for any  
 31 damage or injury caused to any motorcycle by an independent repair provider or owner which  
 32 occurs during the course of repair, diagnosis, or maintenance.

33 6. This section shall apply with respect to motorcycles sold or in use on or after January 1,  
 34 2026.

35 7. The enactment of this section shall become effective January 1, 2026."; and"; and

36  
 37 Further amend said bill by amending the title, enacting clause, and intersectional references  
 38 accordingly.

39  
 40 THIS AMENDS 0742S02.07H