

SENATE BILL 382

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5lr0985
CF HB 31

By: **Senators Kagan, Gile, Hester, King, Sydnor, M. Washington, and West**
Introduced and read first time: January 17, 2025
Assigned to: Finance

A BILL ENTITLED

1 AN ACT concerning

2 **Consumer Protection – Right to Repair – Powered Wheelchairs**

3 FOR the purpose of requiring, in order to make repairs to powered wheelchairs, that a
4 certain manufacturer make available certain documentation, parts, embedded
5 software, firmware, and tools to a certain independent repair provider or owner of a
6 powered wheelchair; and generally relating to the repair of powered wheelchairs.

7 BY repealing and reenacting, with amendments,
8 Article – Commercial Law
9 Section 13–301(14)(xlv)
10 Annotated Code of Maryland
11 (2013 Replacement Volume and 2024 Supplement)
12 (As enacted by Chapters 262, 454, 455, 460, 461, 463, and 962 of the Acts of the
13 General Assembly of 2024)

14 BY repealing and reenacting, without amendments,
15 Article – Commercial Law
16 Section 13–301(14)(xlv)
17 Annotated Code of Maryland
18 (2013 Replacement Volume and 2024 Supplement)
19 (As enacted by Chapters 262, 454, 455, 460, 461, 463, and 962 of the Acts of the
20 General Assembly of 2024)

21 BY adding to
22 Article – Commercial Law
23 Section 13–301(14)(xlv); and 14–5001 through 14–5004 to be under the new subtitle
24 “Subtitle 50. Powered Wheelchairs Repair”
25 Annotated Code of Maryland
26 (2013 Replacement Volume and 2024 Supplement)

27 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



That the Laws of Maryland read as follows:

Article – Commercial Law

13–301.

Unfair, abusive, or deceptive trade practices include any:

(14) Violation of a provision of:

(xiv) Title 14, Subtitle 49 of this article; [or]

(xiv) Section 12–6C–09.1 of the Health Occupations Article; or

(XLVI) TITLE 14, SUBTITLE 50 OF THIS ARTICLE; OR

SUBTITLE 50. POWERED WHEELCHAIRS REPAIR.

14–5001.

(A) IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(B) (1) “AUTHORIZED REPAIR PROVIDER” MEANS A PERSON THAT IS UNAFFILIATED WITH A MANUFACTURER AND, FOR THE PURPOSE OF OFFERING TO PROVIDE SERVICES TO AN OWNER OF THE MANUFACTURER’S EQUIPMENT REGARDING THE OWNER’S EQUIPMENT OR PART, HAS:

(I) AN ARRANGEMENT WITH THE MANUFACTURER UNDER WHICH THE MANUFACTURER GRANTS TO THE PERSON A LICENSE TO USE A TRADE NAME, A SERVICE MARK, OR ANY OTHER PROPRIETARY IDENTIFIER; OR

(II) AUTHORIZATION UNDER ANOTHER ARRANGEMENT TO ACT ON BEHALF OF THE MANUFACTURER.

(2) “AUTHORIZED REPAIR PROVIDER” INCLUDES A MANUFACTURER WHEN THE MANUFACTURER:

(I) OFFERS TO PROVIDE SERVICES TO AN OWNER OF THE MANUFACTURER’S EQUIPMENT REGARDING THE OWNER’S EQUIPMENT OR PART; AND

(II) DOES NOT HAVE ANY ARRANGEMENT DESCRIBED IN PARAGRAPH (1) OF THIS SUBSECTION WITH AN UNAFFILIATED PERSON.

1 (C) “DOCUMENTATION” MEANS ANY MANUAL, DIAGRAM, REPORTING
2 OUTPUT, SERVICE CODE DESCRIPTION, SCHEMATIC, OR OTHER INFORMATION,
3 WHETHER IN ELECTRONIC OR TANGIBLE FORMAT, THAT A MANUFACTURER
4 PROVIDES TO AN AUTHORIZED REPAIR PROVIDER FOR THE PURPOSE OF ASSISTING
5 THE AUTHORIZED REPAIR PROVIDER WITH SERVICES PERFORMED ON THE
6 MANUFACTURER’S EQUIPMENT OR PART.

7 (D) (1) “EMBEDDED SOFTWARE” MEANS PROGRAMMABLE
8 INSTRUCTIONS PROVIDED ON FIRMWARE DELIVERED WITH AN ELECTRONIC
9 COMPONENT OF EQUIPMENT OR A PART TO RESTORE OR IMPROVE OPERATION OF
10 THE EQUIPMENT OR PART.

11 (2) “EMBEDDED SOFTWARE” INCLUDES ALL RELEVANT PATCHES
12 AND FIXES THAT THE MANUFACTURER MAKES TO EQUIPMENT OR A PART TO
13 RESTORE OR IMPROVE THE EQUIPMENT OR PART.

14 (E) “EQUIPMENT” MEANS A POWERED WHEELCHAIR.

15 (F) “FAIR AND REASONABLE TERMS AND COSTS” MEANS:

16 (1) WITH RESPECT TO OBTAINING FROM A MANUFACTURER ANY
17 DOCUMENTATION, PARTS, EMBEDDED SOFTWARE, FIRMWARE, OR TOOLS IN ORDER
18 TO PROVIDE SERVICES:

19 (I) TERMS THAT ARE EQUIVALENT TO THE MOST FAVORABLE
20 TERMS THE MANUFACTURER OFFERS TO AN AUTHORIZED REPAIR PROVIDER; AND

21 (II) COSTS THAT DO NOT EXCEED THE MANUFACTURER’S
22 SUGGESTED RETAIL PRICE, CALCULATED USING NET COSTS INCURRED AND
23 ACCOUNTING FOR ANY DISCOUNTS, REBATES, OR INCENTIVES OFFERED;

24 (2) WITH RESPECT TO OBTAINING FROM A MANUFACTURER ANY
25 DOCUMENTATION TO PROVIDE SERVICES, TERMS AND COSTS ON WHICH THE
26 MANUFACTURER AGREES TO PROVIDE THE DOCUMENTATION AND ANY RELEVANT
27 UPDATES AT NO CHARGE OTHER THAN, AT MOST, A CHARGE FOR THE
28 MANUFACTURER’S ACTUAL COSTS TO PREPARE AND SEND THE PRINTED COPY OF
29 THE DOCUMENTATION; AND

30 (3) WITH RESPECT TO OBTAINING FROM A MANUFACTURER TOOLS
31 THAT ARE SOFTWARE PROGRAMS, TERMS AND COSTS ON WHICH THE
32 MANUFACTURER AGREES TO PROVIDE THE TOOLS:

1 **(I) AT NO CHARGE AND WITHOUT REQUIRING AUTHORIZATION**
2 **OR INTERNET ACCESS, OR IMPOSING IMPEDIMENTS TO ACCESS OR USE THE TOOLS;**

3 **(II) DURING THE COURSE OF PERFORMING A DIAGNOSIS,**
4 **MAINTENANCE, OR A REPAIR AND IN A MANNER THAT ENABLES FULL**
5 **FUNCTIONALITY OF THE EQUIPMENT OR PART; AND**

6 **(III) IN A MANNER THAT DOES NOT IMPAIR THE EFFICIENT AND**
7 **COST-EFFECTIVE PERFORMANCE OF THE EQUIPMENT OR PART.**

8 **(G) “FIRMWARE” MEANS A SOFTWARE PROGRAM OR SET OF INSTRUCTIONS**
9 **PROGRAMMED ON EQUIPMENT OR A PART TO ALLOW THE EQUIPMENT OR PART TO**
10 **COMMUNICATE WITH ITSELF OR WITH OTHER COMPUTER HARDWARE.**

11 **(H) (1) “INDEPENDENT REPAIR PROVIDER” MEANS A PERSON IN THE**
12 **STATE THAT IS:**

13 **(I) EXCEPT AS PROVIDED IN PARAGRAPH (2)(I) OF THIS**
14 **SUBSECTION, NEITHER A MANUFACTURER’S AUTHORIZED REPAIR PROVIDER NOR**
15 **AFFILIATED WITH A MANUFACTURER’S AUTHORIZED REPAIR PROVIDER; AND**

16 **(II) ENGAGED IN OFFERING OR PROVIDING SERVICES.**

17 **(2) “INDEPENDENT REPAIR PROVIDER” INCLUDES:**

18 **(I) AN AUTHORIZED REPAIR PROVIDER IF THE AUTHORIZED**
19 **REPAIR PROVIDER IS OFFERING OR PROVIDING SERVICES FOR A DIFFERENT**
20 **MANUFACTURER OTHER THAN THE MANUFACTURER WITH WHOM THE AUTHORIZED**
21 **REPAIR PROVIDER HAS AN ARRANGEMENT AS DESCRIBED SUBSECTION (B)(1) OF**
22 **THIS SECTION; AND**

23 **(II) A MANUFACTURER THAT OFFERS OR PROVIDES SERVICES**
24 **FOR ANOTHER MANUFACTURER’S EQUIPMENT OR PART.**

25 **(I) “MANUFACTURER” MEANS A PERSON DOING BUSINESS IN THE STATE**
26 **AND ENGAGED IN THE BUSINESS OF SELLING, LEASING, OR SUPPLYING NEW**
27 **EQUIPMENT OR PARTS MANUFACTURED BY OR ON BEHALF OF ITSELF TO ANY**
28 **INDIVIDUAL, BUSINESS, OR OTHER ENTITY.**

29 **(J) “OWNER” MEANS A PERSON THAT OWNS EQUIPMENT OR AN AGENT OF**
30 **THE OWNER.**

31 **(K) “PART” MEANS A NEW OR USED REPLACEMENT COMPONENT FOR**

1 EQUIPMENT THAT A MANUFACTURER OFFERS FOR SALE OR MAKES AVAILABLE FOR
2 THE PURPOSE OF PROVIDING SERVICES.

3 (L) "POWERED WHEELCHAIR" MEANS A MOTORIZED WHEELED DEVICE
4 DESIGNED FOR USE BY A PERSON WITH A PHYSICAL DISABILITY.

5 (M) "SERVICES" MEANS DIAGNOSTICS, MAINTENANCE, OR REPAIRS
6 PERFORMED ON EQUIPMENT OR PARTS.

7 (N) (1) "TOOL" MEANS ANY SOFTWARE PROGRAM, HARDWARE
8 IMPLEMENT, OR OTHER APPARATUS USED FOR DIAGNOSIS, MAINTENANCE, OR
9 REPAIR OF EQUIPMENT OR PARTS.

10 (2) "TOOL" INCLUDES SOFTWARE OR OTHER MECHANISMS THAT
11 PROVIDE, PROGRAM, OR PAIR A NEW PART, CALIBRATE FUNCTIONALITY, OR
12 PERFORM ANY OTHER FUNCTION REQUIRED TO RETURN THE EQUIPMENT OR PART
13 TO FULLY FUNCTIONAL CONDITION.

14 (O) "TRADE SECRET" HAS THE MEANING STATED IN § 11-1201 OF THIS
15 ARTICLE.

16 14-5002.

17 (A) EXCEPT AS PROVIDED IN SUBSECTION (C) OF THIS SECTION, TO
18 PROVIDE SERVICES FOR EQUIPMENT IN THE STATE, A MANUFACTURER SHALL, ON
19 FAIR AND REASONABLE TERMS AND COSTS, MAKE AVAILABLE TO AN INDEPENDENT
20 REPAIR PROVIDER OR OWNER OF THE MANUFACTURER'S EQUIPMENT ANY
21 DOCUMENTATION, PARTS, EMBEDDED SOFTWARE, FIRMWARE, OR TOOLS THAT ARE
22 INTENDED FOR USE WITH THE EQUIPMENT OR ANY PART, INCLUDING UPDATES TO
23 DOCUMENTATION, PARTS, EMBEDDED SOFTWARE, FIRMWARE, OR TOOLS.

24 (B) (1) FOR EQUIPMENT THAT CONTAINS AN ELECTRIC SECURITY LOCK
25 OR OTHER SECURITY-RELATED FUNCTIONS, A MANUFACTURER SHALL, ON FAIR AND
26 REASONABLE TERMS AND COSTS, MAKE AVAILABLE TO INDEPENDENT REPAIR
27 PROVIDERS ANY DOCUMENTATION, PARTS, EMBEDDED SOFTWARE, FIRMWARE, OR
28 TOOLS NEEDED TO RESET THE LOCK OR FUNCTION WHEN DISABLED IN THE COURSE
29 OF PROVIDING SERVICES.

30 (2) THE MANUFACTURER MAY MAKE THE DOCUMENTATION, PARTS,
31 EMBEDDED SOFTWARE, FIRMWARE, OR TOOLS AVAILABLE TO INDEPENDENT REPAIR
32 PROVIDERS AND OWNERS THROUGH APPROPRIATE SECURE RELEASE SYSTEMS.

33 (C) (1) THE REQUIREMENTS OF SUBSECTION (A) OF THIS SECTION DO

1 NOT APPLY TO:

2 (I) A PART THAT IS NO LONGER AVAILABLE TO THE ORIGINAL
3 MANUFACTURER; AND

4 (II) CONDUCT THAT WOULD REQUIRE THE MANUFACTURER TO
5 DIVULGE A TRADE SECRET, UNLESS COMPLIANCE WITH SUBSECTION (A) OF THIS
6 SECTION IS NECESSARY TO PROVIDE SERVICES ON THE GROUNDS THAT THE
7 DOCUMENTATION, PART, EMBEDDED SOFTWARE, FIRMWARE, OR TOOL IS ITSELF A
8 TRADE SECRET.

9 (2) A MANUFACTURER MAY MAKE REDACTIONS TO REMOVE TRADE
10 SECRETS FROM THE DOCUMENTATION BEFORE PROVIDING THE DOCUMENTATION
11 IF THE USABILITY OF THE REDACTED DOCUMENTATION IS NOT DIMINISHED FOR
12 PURPOSES OF PROVIDING SERVICES.

13 (D) A MANUFACTURER IS NOT LIABLE FOR FAULTY OR IMPROPER REPAIRS
14 PROVIDED BY INDEPENDENT REPAIR PROVIDERS OR OWNERS, INCLUDING FAULTY
15 OR IMPROPER REPAIRS THAT CAUSE:

16 (1) DAMAGE TO EQUIPMENT THAT OCCURS DURING THE REPAIRS;

17 (2) ANY DIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL
18 DAMAGES; OR

19 (3) AN INABILITY TO USE, OR A REDUCED FUNCTIONALITY OF,
20 EQUIPMENT THAT RESULTS FROM THE FAULTY OR IMPROPER REPAIR.

21 14-5003.

22 (A) NOTHING IN THIS SUBTITLE MAY BE CONSTRUED TO:

23 (1) LIMIT THE LIABILITY OF A PERSON UNDER A PRODUCTS LIABILITY
24 CLAIM; OR

25 (2) REQUIRE A MANUFACTURER TO PROVIDE AN INDEPENDENT
26 REPAIR PROVIDER OR OWNER ACCESS TO INFORMATION, OTHER THAN
27 DOCUMENTATION NECESSARY FOR COMPLIANCE WITH THIS SUBTITLE, THAT THE
28 MANUFACTURER PROVIDES TO AN AUTHORIZED REPAIR PROVIDER UNDER A
29 CONTRACT OR OTHER ARRANGEMENT.

30 (B) THE REQUIREMENTS AND REMEDIES PROVIDED UNDER THIS SUBTITLE
31 MAY NOT BE WAIVED OR LIMITED BY A CONTRACT OR OTHER ARRANGEMENT.

1 **14-5004.**

2 **A VIOLATION OF THIS SUBTITLE IS:**

3 **(1) AN UNFAIR, ABUSIVE, OR DECEPTIVE TRADE PRACTICE WITHIN**
4 **THE MEANING OF TITLE 13 OF THIS ARTICLE; AND**

5 **(2) SUBJECT TO THE ENFORCEMENT AND PENALTY PROVISIONS**
6 **CONTAINED IN TITLE 13 OF THIS ARTICLE.**

7 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall be construed to
8 apply only prospectively and may not be applied or interpreted to have any effect on or
9 application to any contract that is executed between an authorized repair provider and a
10 manufacturer, as those terms are defined in § 14-5001 of the Commercial Law Article, as
11 enacted by Section 1 of this Act, before the effective date of this Act.

12 SECTION 3. AND BE IT FURTHER ENACTED, That this Act shall take effect
13 October 1, 2025.