

State of Arkansas

As Engrossed: H3/31/25 H4/3/25

95th General Assembly

A Bill

Regular Session, 2025

HOUSE BILL 1852

By: Representative J. Moore

By: Senator Stone

For An Act To Be Entitled

AN ACT TO AMEND THE LAW REGARDING AGRICULTURAL
EQUIPMENT; TO ESTABLISH A RIGHT TO REPAIR FOR CERTAIN
AGRICULTURAL EQUIPMENT; AND FOR OTHER PURPOSES.

Subtitle

TO ESTABLISH A RIGHT TO REPAIR FOR
CERTAIN AGRICULTURAL EQUIPMENT.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code Title 4, Chapter 96, is amended to add an
additional subchapter to read as follows:

Subchapter 4 – Right to Repair

4-96-401. Legislative intent.

It is the intent of the General Assembly to:

(1) Continue to enhance the ability of farmers to timely control
the lawful operation and upkeep of agricultural equipment;

(2) Assure the timely availability, on fair and reasonable
terms, of tools, specialty tools, software, and documentation originating
from a manufacturer and data from the operation of agricultural equipment
originating from a manufacturer;

(3) Assure that no safety controls or protocols on agricultural
equipment are compromised through the modification of protective measures
installed for the benefit of agricultural equipment owners, operators, and
bystanders;

(4) Assure that the intellectual property of a manufacturer,



1 including copyrighted software, is fully protected from illegal infringement
2 through the modification of embedded software; and

3 (5) Assure that compliance with federal and state emissions
4 control requirements is not compromised through changes to power ratings or
5 other modification of control measures installed for the purpose of complying
6 with the Clean Air Act, 42 U.S.C. § 7401 et seq., as it existed on January 1,
7 2025, and other environmental laws and regulations.

8
9 4-96-402. Definitions.

10 As used in this subchapter:

11 (1)(A) "Agricultural equipment" means a product primarily designed for use
12 in an agricultural operation and located in Arkansas.

13 (B) "Agricultural equipment" includes without limitation the following
14 pieces of equipment:

15 (i) A tractor;

16 (ii) A combine;

17 (iii) Harvesting equipment;

18 (iv) Tillage equipment;

19 (v) Planting, irrigation, or cultivating implements;

20 (vi) A baler; and

21 (vii) Other off-road vehicles primarily designed for
22 use in an agricultural operation.

23 (C) "Agricultural equipment" does not include:

24 (i) Motor vehicles designed and sold primarily for
25 passenger or property transportation on public roadways;

26 (ii) Motorcycles; or

27 (iii) Class 1 or Class 2 all-terrain vehicles;

28 (2) "Authorized repair facility" means an individual or business:

29 (A) That has an arrangement for a definite or indefinite
30 period with a manufacturer under which the manufacturer grants to the
31 individual or business a permission, license, or franchise to use a trade
32 name, service mark, or related characteristic for the purposes of offering
33 diagnosis, repair, or maintenance services of agricultural equipment under
34 the name of or on behalf of the manufacturer; or

35 (B) That is otherwise utilized by the manufacturer to
36 provide repair or maintenance services on agricultural equipment;

1 (3) "Code" means:

2 (A) Human or machine-readable information related to a
3 performance issue arising from the operation of a farmer's agricultural
4 equipment; or

5 (B) Information necessary to be transmitted to a farmer's
6 agricultural equipment to maintain, repair, or activate the agricultural
7 equipment or a part of the agricultural equipment;

8 (4) "Data" means transmitted or compiled information arising
9 from the operation of a farmer's agricultural equipment or parts of the
10 agricultural equipment;

11 (5) "Documentation" means a manual, diagram, reporting output,
12 service code description, schematic, or other guidance or information used in
13 affecting the services of diagnosis, maintenance, repair, or upgrade of
14 agricultural equipment;

15 (6)(A) "Embedded software" means programmable instructions
16 provided on firmware delivered with or loaded to the agricultural equipment,
17 with respect to agricultural equipment operation, including all relevant
18 patches and fixes made by the manufacturer including without limitation:

19 (i) Basic internal operating system;

20 (ii) Internal operating system;

21 (iii) Machine code;

22 (iv) Assembly code;

23 (v) Root code; and

24 (vi) Microcode.

25 (B) "Embedded software" includes a software program or set
26 of instructions programmed on agricultural equipment or on a part of the
27 agricultural equipment to allow the agricultural equipment or part of the
28 agricultural equipment to communicate within the agricultural equipment or
29 with other computer hardware;

30 (7)(A) "Fair and reasonable" means equitable terms for access to
31 or receipt of an item pertaining to agricultural equipment, including any
32 tools, specialty tools, software, and documentation.

33 (B) "Fair and reasonable" includes a consideration of
34 relevant factors, including without limitation the manufacturer's suggested
35 retail price and the distribution model of a respective item;

36 (8) "Farmer" means:

1 (A) An individual or business engaged in agriculture as a
2 means of livelihood or commerce, including without limitation the production
3 of crops, livestock, or aquaculture, excluding recreational fishing; and

4 (B) That owns or leases agricultural equipment;

5 (9) "Independent repair facility" means an individual or
6 business that is not affiliated with an authorized repair facility or a
7 manufacturer with respect to agricultural equipment but is:

8 (A) Engaged in diagnosing, maintaining, or repairing
9 agricultural equipment generally; and

10 (B) Is willing and capable of repairing agricultural
11 equipment if provided access to tools, specialty tools, software, and
12 documentation regarding the agricultural equipment, whether or not the
13 individual or business is a farmer;

14 (10) "Manufacturer" means an entity engaged in the business of
15 selling, leasing, or otherwise supplying new agricultural equipment
16 manufactured by or on behalf of the manufacturer to an individual or a
17 business;

18 (11) "Specialty tool" means a mechanical implement originating
19 from a manufacturer that is necessary for facilitation of mechanical or
20 electronic maintenance, repair, or upgrade of the manufacturer's agricultural
21 equipment that is not generally available other than from the manufacturer's
22 authorized repair facilities; and

23 (12)(A) "Tool" means software, a hardware implement, a specialty
24 hardware implement, or other apparatus originating from the manufacturer used
25 for data readout, diagnosis, maintenance, or repair of agricultural
26 equipment.

27 (B) "Tool" includes without limitation software or other
28 mechanisms that calibrate functionality or perform any other function
29 required to operate, maintain, upgrade, activate, or bring the agricultural
30 equipment back to a fully functional condition.

31
32 4-96-403. Manufacturer obligations.

33 (a) A manufacturer shall ensure that a farmer, a farmer's staff
34 member, or an independent technician assisting a farmer at the farmer's
35 request, and an independent repair facility:

36 (1) Has electronic access on fair and reasonable terms to the

1 manufacturer's tools, specialty tools, software, and documentation, including
2 without limitation:

3 (A) Manuals related to operation, parts, and service;

4 (B) Product service demonstrations, training, seminars, or
5 clinics;

6 (C) On-board diagnostics via a diagnostics port or
7 wireless interface; and

8 (D) Other publications with information on operation,
9 parts, service, and safety;

10 (2) Has access to obtain, per subscription or sale,
11 manufacturer's tools, specialty tools, software, and documentation from the
12 manufacturer or from an authorized repair facility on fair and reasonable
13 terms;

14 (3) Has electronic access on fair and reasonable terms to
15 manufacturer's codes and data; and

16 (4) Makes available, with a farmer's authorization, codes and
17 data to the farmer's selected independent repair facility.

18 (b) This subchapter does not require a manufacturer to:

19 (1) Divulge trade secrets, proprietary information, or
20 confidential information;

21 (2) Allow owners or independent repair facilities to override
22 safety features or emissions controls or to adjust agricultural equipment
23 power levels; or

24 (3) Violate any federal, state, or local laws or regulations.

25
26 4-96-404. Provision to farmers on fair and reasonable basis.

27 (a)(1) If a manufacturer provides to an authorized repair facility a
28 tool, specialty tool, software, or documentation for functions listed in § 4-
29 96-403(a)(1) separately or as fully or partially integrated software, the
30 manufacturer shall ensure that the tool, specialty tool, software, and
31 documentation are available to a farmer on a fair and reasonable basis.

32 (2) Subdivision (a)(1) of this section shall apply whether the:

33 (A) Tool, as part of software or otherwise, or specialty
34 tool is purchased, leased, or subscribed to; or

35 (B) Fulfillment is made directly by the manufacturer or an
36 authorized repair facility.

1 **(b) When a manufacturer receives a code or real-time data with respect**
2 **to the in-field operation of a farmer's agricultural equipment, the**
3 **manufacturer shall ensure that the code or data is also available to the**
4 **farmer using the agricultural equipment.**

5 **(c) Subject to the limitations of § 4-96-403(b), a manufacturer shall**
6 **make available on fair and reasonable terms to a farmer that owns or leases**
7 **agricultural equipment manufactured by or on behalf of the manufacturer the**
8 **tools, specialty tools, software, and documentation, inclusive of any updates**
9 **to information or embedded software, for diagnosis, maintenance, or repair**
10 **purposes of the agricultural equipment.**

11 **(d) For agricultural equipment that contains an electronic lock,**
12 **immobilizer, or other security-related function, subject to the limitations**
13 **of § 4-96-403(b), a manufacturer shall make available to the farmer on fair**
14 **and reasonable terms any special documentation and tools needed to:**

15 **(1) Disable the lock, immobilizer, or other security-related**
16 **function; and**

17 **(2) Reset the lock when disabled in the ordinary course of**
18 **diagnosis, maintenance, or repair of the agricultural equipment.**

19 **(e) To the extent practicable and as a manufacturer deems secure,**
20 **subject to the limitations of § 4-96-403(b), tools, specialty tools,**
21 **software, and documentation shall be provided on a remote, immediate basis,**
22 **whether delivery is made from the manufacturer or through an authorized**
23 **repair facility.**

24 **(f) A manufacturer shall provide a farmer and an independent repair**
25 **facility with an opportunity on fair and reasonable terms to acquire any**
26 **software integrally with or within a tool or subsequently as necessary for**
27 **the operation, maintenance, repair, or upgrade of the agricultural equipment**
28 **or a mechanical part of the agricultural equipment.**

29 **(g) A manufacturer is not required to sell tools, specialty tools,**
30 **software, or documentation if the tools, specialty tools, software, or**
31 **documentation are no longer available to the manufacturer or the authorized**
32 **repair facility of the manufacturer.**

33 **(h)(1) A manufacturer shall not prevent a farmer or independent repair**
34 **facility from legally fabricating or otherwise obtaining tools, specialty**
35 **tools, software, or documentation from a third party, whether or not the**
36 **tools, specialty tools, software, or documentation are currently available**

1 from the manufacturer or an authorized repair facility, for use solely in the
2 ordinary course of his or her own lawful businesses and not for resale or
3 distribution.

4 (2) Subdivision (h)(1) of this section does not prevent or
5 preclude a manufacturer from pursuing an action to enforce a trademark,
6 copyright, or other claim of infringement regarding the manufacturer's
7 intellectual property.

8 (i) If an independent repair facility requests that a manufacturer
9 provide any tools, specialty tools, software, or documentation as provided to
10 farmers under subsections (a)–(h) of this section, or if a farmer makes a
11 request in connection with his or her own agricultural equipment, the
12 manufacturer shall provide the tools, specialty tools, software, or
13 documentation on fair and reasonable terms with respect to the independent
14 repair facility.

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16 /s/J. Moore
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