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LEGISLATIVE ACTION

Senate	.	House
Comm: RCS	.	
03/25/2025	.	
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The Committee on Agriculture (Truenow) recommended the following:

**Senate Amendment (with title amendment)**

Delete lines 179 - 324  
and insert:  
approved by the United States Food and Drug Administration,  
security or life-safety systems and devices, or manufacturers of  
security or life-safety systems and devices.

Section 8. Section 686.35, Florida Statutes, is created to read:

686.35 Agricultural Equipment Fair Repair Act.—



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(1) As used in this section, the term:

(a) "Authorized repair provider" means an individual or entity that has an arrangement for a definite or indefinite period in which an original equipment manufacturer grants to a separate individual or entity a license to use a trade name, service mark, or related characteristic for the purpose of offering repair services under the name of the original equipment manufacturer.

(b) "Embedded software" means any programmable instructions provided on firmware delivered with equipment for the purpose of equipment operation, including all relevant patches and fixes made by the original equipment manufacturer for this purpose. The term includes, but is not limited to, a basic internal operating system, an internal operating system, machine code, assembly code, robot code, or microcode.

(c) "Equipment" means digital electronic equipment, or a part for such equipment, which is originally manufactured for farm equipment, including combines, tractors, implements, self-propelled equipment, and related attachments and implements, and which is manufactured for distribution and sale in this state.

(d) "Fair and reasonable terms" means an equitable price in light of relevant factors, including, but not limited to:

1. The net cost to the authorized repair provider for similar information obtained from an original equipment manufacturer, excluding any applicable discount, rebate, or other incentive program;

2. The cost to the original equipment manufacturer for preparing and distributing the information, excluding any research and development costs incurred in designing and



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implementing, upgrading, or altering the product, but including  
amortized capital costs for the preparation and distribution of  
the information;

3. The price charged by other original equipment  
manufacturers for similar information;

4. The price charged by original equipment manufacturers  
for similar information before the launch of original equipment  
manufacturer websites;

5. The ability of aftermarket technicians or shops to  
afford the information;

6. The means by which the information is distributed;

7. The extent to which the information is used, including  
the number of users and the frequency, duration, and volume of  
use; and

8. Inflation.

(e) "Firmware" means a software program or set of  
instructions programmed on a hardware device to allow the device  
to communicate with other computer hardware.

(f) "Independent repair provider" means a person or  
business operating in this state which is not affiliated with an  
original equipment manufacturer or an original equipment  
manufacturer's authorized repair provider and which is engaged  
in the diagnosis, service, maintenance, or repair of equipment.  
However, an original equipment manufacturer meets the definition  
of an independent repair provider if such original equipment  
manufacturer engages in the diagnosis, service, maintenance, or  
repair of equipment that is not affiliated with the original  
equipment manufacturer.

(g) "Original equipment manufacturer" means a person or



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business that, in the ordinary course of business, is engaged in the selling or leasing of new equipment to a person or business and is engaged in the diagnosis, service, maintenance, or repair of such equipment.

(h) "Owner" means a person or business that owns or leases a digital electronic product purchased or used in this state.

(i) "Part" means a replacement part, either new or used, which the original equipment manufacturer makes available to the authorized repair provider for the purpose of effecting repair.

(j) "Trade secret" means anything, whether tangible or intangible or electronically stored or kept, which constitutes, represents, evidences, or records intellectual property, including secret or confidentially held designs, processes, procedures, formulas, inventions, or improvements or secret or confidentially held scientific, technical, merchandising, production, financial, business, or management information. The term also includes any other trade secret as defined in 18 U.S.C. s. 1839.

(2) For equipment sold and used in this state, the original equipment manufacturer shall make available diagnostic and repair information, including repair technical updates and corrections to embedded software, to any independent repair provider or owner of equipment manufactured by such original equipment manufacturer. The information must be made available for no charge or must be provided in the same manner as the original equipment manufacturer makes such diagnostic and repair information available to an authorized repair provider. Thereafter, the original equipment manufacturer is not responsible for the content and functionality of such



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aftermarket diagnostic tools, diagnostics, or service  
information systems.

(3) Original equipment manufactured by the original  
equipment manufacturer which is sold or used in this state to  
provide security-related functions may not exclude from  
information provided to an owner or an independent repair  
provider any diagnostic, service, and repair information  
necessary to reset a security-related electronic function. If  
such information is excluded under this section, the information  
necessary to reset an immobilizer system or a security-related  
electronic module must be obtainable by an owner or an  
independent repair provider through the appropriate secure data  
release system.

(4) This section may not be construed to do any of the  
following:

(a) Require an original equipment manufacturer to divulge a  
trade secret.

(b) Abrogate, interfere with, contradict, or alter the  
terms of an agreement executed and in force between an  
authorized repair provider and an original equipment  
manufacturer, including, but not limited to, the performance or  
provision of warranty or recall repair work by an authorized  
repair provider on behalf of an original equipment manufacturer  
pursuant to such authorized repair agreement, except that any  
provision in such an authorized repair agreement which purports  
to waive, avoid, restrict, or limit an original equipment  
manufacturer's compliance with this section is void and  
unenforceable.

(c) Require original equipment manufacturers or authorized



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repair providers to provide an owner or an independent repair  
provider access to nondiagnostic and repair information provided  
by an original equipment manufacturer to an authorized repair  
provider pursuant to the terms of an authorized repair  
agreement.

(5) An original equipment manufacturer found in violation

===== T I T L E   A M E N D M E N T =====

And the title is amended as follows:

Delete line 22

and insert:

functions; providing construction;