

CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE HOUSE BILL 1483

69th Legislature
2025 Regular Session

Passed by the House April 17, 2025
Yeas 94 Nays 1

**Speaker of the House of
Representatives**

Passed by the Senate April 10, 2025
Yeas 48 Nays 1

President of the Senate

Approved

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE HOUSE BILL 1483** as passed by the House of Representatives and the Senate on the dates hereon set forth.

Chief Clerk

FILED

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE HOUSE BILL 1483

AS AMENDED BY THE SENATE

Passed Legislature - 2025 Regular Session

State of Washington

69th Legislature

2025 Regular Session

By House Technology, Economic Development, & Veterans (originally sponsored by Representatives Gregerson, Reeves, Wylie, Berry, Doglio, Fitzgibbon, Davis, Reed, Ramel, Bergquist, Peterson, Macri, Fosse, Ormsby, Hill, and Simmons)

READ FIRST TIME 02/13/25.

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, but only in instances where the original manufacturer does
7 not have an arrangement with an authorized repair provider covering
8 such products.

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

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

18 (4) "Digital electronic product" or "products" means any product
19 or electronic that:

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

23 (b) Is tangible personal property;

24 (c) Is generally used for personal, family, or household
25 purposes;

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

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

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

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

1 (a)(i) For parts, at costs that are fair to both parties and at
2 terms that are equivalent to the most fair and reasonable terms under
3 which the manufacturer offers the part, tool, or documentation to an
4 authorized repair provider, accounting for any convenient and timely
5 means of delivery, means of enabling fully restored and updated
6 functionality, rights of use, or other preference the manufacturer
7 offers to an authorized repair provider, and is not conditioned on or
8 imposing a substantial obligation to use or restrict the use of the
9 part to diagnose, maintain, or repair digital electronic products
10 sold, leased, or otherwise supplied by the original manufacturer;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38 (a) An original manufacturer shall make available to any
39 independent repair provider or owner on fair and reasonable terms any

1 parts, tools, and documentation intended for the diagnosis,
2 maintenance, or repair of digital electronic products and parts that
3 are first manufactured, and first sold or used in Washington, on or
4 after July 1, 2021. Such parts, tools, and documentation shall be
5 made available either directly by the original manufacturer or via an
6 authorized repair provider or authorized third-party provider.

7 (b) Except as provided in subsection (2) of this section, for
8 digital electronic products that are manufactured for the first time,
9 and first sold or used in this state, after January 1, 2026, an
10 original manufacturer may not use parts pairing to:

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

16 (ii) Reduce the functionality or performance of a digital
17 electronic product; or

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

21 (2) Nothing in this chapter prohibits parts pairing for stand-
22 alone biometric components for authentication purposes on digital
23 electronic equipment, which components are not bundled in commonly
24 replaced parts, such as a device's screen, keyboard, ports, or
25 battery.

26 (3) Nothing in this chapter requires an original manufacturer to
27 make available a part or physical tool if it is no longer available
28 to the original manufacturer.

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

33 (1) The steps taken by the authorized repair provider or the
34 independent repair provider to ensure the privacy and security of
35 products entrusted for repair or a statement that no such steps have
36 been taken;

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

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

(i) Factory resetting the product; or
(ii) Wiping backed-up data from the product;
(b) Sharing only the passwords or access to functions necessary for the relevant repairs and changing those passwords to a temporary password prior to sharing; and
(c) Logging out of applications or websites that contain sensitive data or that otherwise pose a security risk, such as electronic mail, banking, and social media accounts;
(3)(a) A statement about the customer's legal right to privacy, which is protected under Article I, section 7 of the state Constitution and under Washington law, which protects against:
(i) Washington cybercrimes under chapter 9A.90 RCW, including electronic data theft, electronic data tampering, spoofing, and computer trespass;
(ii) The disclosing of intimate images under RCW 9A.86.010;
(iii) The criminal impersonation of another under RCW 9A.60.040;
and
(iv) Identity crimes under chapter 9.35 RCW.
(b) Violations of privacy may be referred to law enforcement for criminal prosecution, and violators may be liable for damages, including mental pain and suffering, that a violation of privacy may have caused to a customer's business, person, or reputation; and
(4) For independent repair providers, whether the repair provider uses any replacement parts that are used or provided by a supplier other than the original manufacturer of the digital electronic product.

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

(2) Nothing in this chapter shall be construed to alter the terms of any arrangement described in section 2(1) of this act in force between an authorized repair provider and an original 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 manufacturer pursuant to such arrangement, except that any provision in such terms that purports to waive, avoid, restrict, or limit the original manufacturer's obligations to comply with this chapter shall be void and unenforceable.

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

7 (4) Nothing in this chapter shall be construed to require an
8 original manufacturer or authorized repair provider to make available
9 any parts, tools, or documentation for the purposes of modifying or
10 making modifications to any digital electronic products.

11 (5) This chapter does not apply if the original manufacturer
12 provides an equivalent or better, readily available replacement
13 digital electronic product at no charge to the owner.

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

21 (7) Nothing in this chapter shall apply to manufacturers or
22 distributors of a medical device as defined in the federal food,
23 drug, and cosmetic act, Title 21 U.S.C. Sec. 301 et seq., or a
24 digital electronic product, or embedded software, if that product or
25 software is manufactured primarily for use in a medical setting,
26 including diagnostic, monitoring, or control equipment.

27 (8) Nothing in this chapter shall apply to a:

28 (a) Motor vehicle manufacturer, manufacturer of motor vehicle
29 equipment, or motor vehicle dealer acting in that capacity or to any
30 product or service of a motor vehicle manufacturer, manufacturer of
31 motor vehicle equipment, or motor vehicle dealer acting in that
32 capacity;

33 (b) Manufacturer, distributor, importer, or dealer of any power
34 generation or storage equipment, or equipment for fueling or charging
35 motor vehicles;

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

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

1 (e) Product which stores electrical energy for a period of time
2 and transmits the energy after storage, that is interconnected with a
3 transmission or distribution system and that is approved by an
4 electric utility or located on a customer's side of an electric
5 utility meter in accordance with an applicable utility tariff or
6 interconnection agreement; or

7 (f) Life safety system, fire alarm system, or intrusion detection
8 device, including its components, that is provided or configured to
9 be provided with a security monitoring service; and physical access
10 control equipment, including electronic keypads and similar building
11 access control electronics.

12 (9) Nothing in this chapter applies to utility equipment; farm or
13 agricultural equipment; construction equipment; compact construction
14 equipment; road building equipment; electronic vehicle charging
15 infrastructure equipment; mining equipment; low earth orbit broadband
16 equipment manufactured before 2044; and any tools, technology,
17 attachments, accessories, components, and repair parts for any of the
18 foregoing.

19 (10) Nothing in this chapter shall be construed to require any
20 original manufacturer or authorized repair provider to make available
21 any parts, tools, or documentation required for the diagnosis,
22 maintenance, or repair of a video game console and its components and
23 peripherals.

24 (11) Nothing in this chapter shall be construed to require any
25 original manufacturer or authorized repair provider to make available
26 documentation or tools used exclusively for repairs completed by
27 machines that operate on several digital electronic products
28 simultaneously, if the original manufacturer makes available to
29 owners of the product and independent repair providers sufficient,
30 alternative documentation and tools to effect the diagnosis,
31 maintenance, or repair of the digital electronic product.

32 (12) Nothing in this chapter shall be construed to require an
33 original manufacturer to make available special documentation, tools,
34 parts, or other devices or implements that would disable or override,
35 without an owner's authorization, antitheft or privacy security
36 measures that the owner sets for digital electronic products.

37 (13) Nothing in this chapter shall apply to set-top boxes,
38 modems, routers, or all-in-one devices delivering internet, video,
39 and voice systems that are distributed by a video, internet, or voice

1 service provider if the service provider offers equivalent or better,
2 readily available replacement equipment at no charge to the customer.

3 (14) Nothing in this chapter shall apply to off-road equipment
4 including, but not limited to: Farm and utility tractors, farm
5 implements, farm machinery, forestry equipment, industrial equipment,
6 utility equipment, construction equipment, compact construction
7 equipment, road building equipment, mining equipment, turf, yard, and
8 garden equipment, outdoor power equipment, portable generators,
9 marine, all-terrain sports, racing, and recreational vehicles, stand-
10 alone or integrated stationary or mobile internal combustion engines,
11 power sources, such as generator sets, electric batteries, and fuel
12 cell power, power tools, and any tools, technology, attachments,
13 accessories, components, and repair parts for any of the foregoing.

14 NEW SECTION. **Sec. 6.** (1) No original manufacturer or authorized
15 repair provider shall be liable for any damage or injury to any
16 digital electronic product caused by an independent repair provider
17 or owner which occurs during the course of repair, diagnosis, or
18 maintenance and is not attributable to the original manufacturer or
19 authorized repair provider other than if the failure is attributable
20 to design or manufacturing defects.

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

23 NEW SECTION. **Sec. 7.** (1) The legislature finds that the
24 practices covered by this chapter are matters vitally affecting the
25 public interest for the purpose of applying the consumer protection
26 act, chapter 19.86 RCW. A violation of this chapter is not reasonable
27 in relation to the development and preservation of business and is an
28 unfair or deceptive act in trade or commerce and an unfair method of
29 competition for the purpose of applying the consumer protection act,
30 chapter 19.86 RCW.

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

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

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

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