

Stricken language would be deleted from and underlined language would be added to present law.

State of Arkansas  
95th General Assembly  
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As Engrossed: H3/31/25 H4/3/25

## A Bill

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,



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

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

4-96-402. Definitions.

As used in this subchapter:

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

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

(i) A tractor;

(ii) A combine;

(iii) Harvesting equipment;

(iv) Tillage equipment;

(v) Planting, irrigation, or cultivating implements;

(vi) A baler; and

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

(C) "Agricultural equipment" does not include:

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

(ii) Motorcycles; or

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

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

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

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

(3) "Code" means:

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

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

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

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

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

(i) Basic internal operating system;

(ii) Internal operating system;

(iii) Machine code;

(iv) Assembly code;

(v) Root code; and

(vi) Microcode.

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

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

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

(8) "Farmer" means:

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

(B) That owns or leases agricultural equipment;

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

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

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

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

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

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

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

#### 4-96-403. Manufacturer obligations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*/s/J. Moore*