Alberta Grains

October 3, 2025

Consumer Services
Service Alberta & Red Tape Reduction
Via email: SARTR.consumerprotections@gov.ab.ca.

RE: Strengthening consumer protection engagement

On behalf of Alberta Grains, please accept our written submission to the Strengthening Consumer Protection engagement currently being undertaken by Service Alberta and Red Tape Reduction.

Alberta Grains is a farmer-funded and directed organization that represents the interests of over 14,000 wheat and barley farmers across Alberta. We work within our mandate under the *Alberta Marketing of Agricultural Products Act* to direct funds toward the long-term economic sustainability of Alberta's wheat and barley farmers through investments in research, agronomy, grower extension, market development and government policy advocacy.

Alberta farmers operate on razor-thin margins and very short windows for seeding and harvest. When equipment is down, farmers lose time and revenue they cannot buy back nor recover. The federal *Copyright Act* changes (Bills C-244 and C-294) help by legalizing technological protection measures (TPMs) circumvention for repair and enabling interoperability, but they do not actually require manufacturers to provide the tools, software, documentation, or parts farmers need to do timely, safe, lawful repairs. Considering these facts, provincial action is still required.

Our submission is centred around Right to Repair and anchored in five practical principles:

1. **Repair choice:** farmers should be able to choose owner, independent, or dealer repair without losing lawful functionality.
2. **Timely practical access:** documentation, diagnostic pathways, embedded software/updates, tools, and necessary security resets must be available in timeframes that reflect seeding and harvest realities.

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3. **Fair terms:** access on fair, non-discriminatory conditions without anti-competitive tying or contractual work-arounds.
4. **Clarity:** clear definitions and examples distinguishing repair from modification, and predictable rules for interoperability in mixed-brand fleets.
5. **Responsive to current legal framework**: build on Alberta's existing approach for farm implements so remedies are practical and aligned with how agriculture operates.

We thank you for your consideration. Please direct any follow up questions to Shannon Sereda, Director, Government Relations, Policy and Markets, at Alberta Grains. She can be reached at ssereda@albertagrains.com or 587-899-5299.

Sincerely,

Shannon Sereda

Survey Responses: Strengthening consumer protection engagement.

1. Has your organization or your clients/stakeholders encountered concerns regarding the right to repair and having access to repair products that are purchased for personal use? If so, what types of issues?

Yes, farmers have routinely encountered right to repair issues with their farm equipment and machinery.

Technological Protection Measures (TPMs) — also called "digital locks and proprietary technology:

- Modern farm equipment is highly computerized, often embedded with software that contains digital locks protected under copyright and licensing laws.
- Farmers cannot always access diagnostic tools or software themselves, or through a third-party, to access simple diagnostic functions, code clearing, calibrations, or simple repairs.
- a replacement component may not fully function until it is "authorized" by proprietary software, forcing a dealer visit even when the mechanical work is complete.

High cost of authorized repairs:

- Farmers are forced to go through manufacture – approved dealers to have repairs done.
- This leads to higher repair costs and sometimes longer wait times, since dealerships can monopolize service.
- While OEM diagnostic software may be available, it is often inconsistent or priced out of reach or requires ongoing investment in updates and ongoing subscriptions.
- Third party repairs shops may have limited access to proprietary parts, diagnostic software or specialized tools.
- Third party or independent repair services often provide a timelier service being more broadly distributed among the rural population and introduce competition into the repair industry reducing wait times.

Downtime during critical seasons:

- In Alberta's short growing season timing is critical. During harvest a combine can sit idle for days until a technician arrives simply to clear a code or complete a software step. Farmers are price takers, so these delays and added costs cannot be passed along.

- The result is an operational vulnerability that reduces resilience, pushes some farmers to maintain older equipment they can service themselves, and erodes trust when messaging about what tools are “available to owners” is inconsistent across dealers and brands.

- In recent conversations with producers, we also heard about the emotional and logistical strain: making hard choices between waiting for a dealer or attempting a partial fix without the correct software, knowing a field could be lost to weather if the machine is not turned around quickly.

2. Do you feel that there is a gap in consumer protection as it relates to right to repair?

Yes, the federal *Copyright Act* amendments (Bills C-244 and C-294) have legalized the act of circumventing TPMs for repair purposes, but critically, they do not compel manufacturers to provide the diagnostic software, security-reset tools, technical documentation, or parts access needed to actually perform those repairs. Nor do they prevent manufacturers from using contractual terms—such as warranty provisions or end-user license agreements—to restrict repairs that are now technically lawful under copyright law. This creates a gap where repair is legally permitted but practically impossible without manufacturer cooperation.

The *Farm Implements and Dealership Act* (FIDA) supports producers effectively in traditional ways: it licenses manufacturers and dealers, guarantees a one-year statutory warranty on new implements, expects long-term parts support, and gives farmers a specialized pathway (Farmers' Advocate/Farm Implement Board) for quick, in-season remedies when a machine does not perform. Those features work well for mechanical defects and early-failure scenarios.

The gap emerges because modern farm equipment has fundamentally changed. Today's machines are software-defined systems where breakdowns often turn on diagnostics, code clears, calibrations, and "parts-pairing" acknowledgements—steps that require access to embedded software, updates, and security resets. Through the design choices of equipment manufacturers and by developing TPMs that limit access to computer systems that are required for repairing the machinery, OEMs have effectively created a monopolistic environment for farm equipment repairs.

The result is that producers are protected on paper (warranties, parts, unfair-practice guardrails) but still face costly downtime in practice because they must wait on a thin dealer network to perform repairs—a problem intensified by the significant distances many farmers live from dealerships, turning routine software resets into multi-day delays.

3. From your organization's perspective, which sectors or types of products should be considered for right to repair protections, and why?

Heavy agricultural equipment—tractors, combines, sprayers, seeders, and implements—must be explicitly in scope because the economic consequences of downtime in agriculture are immediate and severe. These machines are now software-defined systems: diagnostic access, calibrations, and code resets are as essential as wrenches. Precision agriculture components and telematics must also be covered. Without access to the data streams and diagnostic paths that indicate why a machine derated or which sensor failed, owners cannot make informed repair decisions or choose among repair channels. While a broader right-to-repair regime for consumer devices is welcome, agriculture requires tailored provisions that address embedded software, security resets, and parts pairing across large, mixed-brand fleets that work in harsh conditions far from dealer hubs.

4. In Quebec, legislation has been established that aims to ban planned obsolescence and to strengthen consumer rights by requiring manufacturers and merchants to support product durability and repairability. The legislation mandates access to repair resources and limits anti-repair practices to ensure consumers can maintain and fix their products effectively. These protections will come into force on October 5, 2025. Do you feel that protections such as these would address the issues that you have identified or experienced?

Protections modeled on Québec's approach would partly address our issues. Requiring manufacturers to make replacement parts, repair services, repair information, appropriate tools—including diagnostic software and updates—readily available is a meaningful step toward practical repair choice. It could reduce downtime and clarify expectations. However, limits appear to remain for farm use. Québec's model appears oriented toward consumer goods and electronics; it allows certain opt-outs unless regulations say otherwise, and it does not fully resolve the agricultural problems of parts pairing, embedded-software resets after repairs, or the tight timelines that characterize seeding and harvest. Furthermore, the legislation remains silent on the impact of repairs on end user licensing agreements and warranties, which would be a critical addition to any right to repair legislation.

5. If specific right to repair protections were to be established, what measures do you feel would be most beneficial in addressing the issues you have identified?

The most helpful measures are those that convert legal permission into practical capability on the farm.

a) Documentation (repair manuals) should be posted online at no charge, with printed copies available at cost, so owners and independent technicians can prepare before a breakdown.

b) Manufacturers should provide timely access to parts, embedded software and updates, and the full suite of diagnostic and repair tools, including the ability to reset security functions that are intentionally disabled during a repair.
c) Access should be on fair, non-discriminatory terms—at a fair price where costs apply—without tying arrangements or burdensome contracts (confidentiality agreements may be used solely to protect genuine trade secrets).
d) Parts pairing—software checks that disable or limit an otherwise functional part after installation—should be prohibited so long as the part meets safety and environmental requirements.
e) Training pathways should be available to independent repairers, and replacement tools should be obtainable just as replacement parts are, ensuring that equipment remains serviceable over its full life.
f) Finally, a clear enforcement pathway—ideally within FIDA's existing oversight—should allow farmers to file a complaint and obtain timely remedies when access is refused or delayed.
g) Enshrine the ability for third-parties to also access tools for repair to increase the competitive environment that will help ensure more options for rural farmers who are often located great distances from OEM dealerships to access repair services in a timely manner, closer to home while halting monopolization of repair services.

6. What potential implications (e.g., economic, environmental, or operational) do you feel may arise in Alberta if additional protections were established regarding right to repair?

Right-to-repair protections will deliver significant economic benefits to Alberta's agricultural sector. Farmers will see reduced downtime and lower repair costs through genuine repair choice—owner, independent, or dealer—particularly important given the significant distances many Alberta farmers live from dealerships. Breaking the current repair monopoly will foster competition in the repair market, creating new job opportunities for skilled technicians in rural communities where economic diversification is needed. Farmers and other skilled individuals in Alberta's rural economy are ready and able to safely contribute to this competitive repair market.

Greater competition should improve service responsiveness during critical seeding and harvest windows, when every day of equipment downtime can affect crop quality and quantity. This operational resilience strengthens Alberta's agricultural supply chains and reduces the competitive disadvantage Alberta farmers currently face compared to jurisdictions with more modern repair frameworks. Additionally, right-to-repair will give farmers greater confidence in purchasing advanced equipment—with all the benefits of technological innovation and efficiency—knowing they will be able to maintain and repair these multi-million-dollar investments at reasonable cost throughout their operational life.

Enshrining further right to repair rights into the necessary provincial legislation will put Alberta farmers on par with those in the USA who have exemptions and MOUs that allow them to perform their own repairs and access third parties for repair services.

7. Are there other considerations or potential impacts that should be considered?

There needs to be clarifications to contracts and warranties. End-user license agreements and warranty terms are often used to restrict repairs contractually even when the law permits them technically. Permitting farmers to repair their own equipment without voiding their warranties is an essential inclusion to any right-to-repair legislation.

Alongside repair, farmers also need to connect equipment and software across brands. The federal interoperability exception now permits bypassing a digital lock where the sole purpose is to make programs or devices interoperate, and it explicitly allows offering services and supplying tools that are primarily intended to enable that interoperability. In practice, this can include enabling data exchange, converting data formats, or using bridging software or hardware so systems communicate. However, if achieving interoperability requires significant changes to underlying code, that may fall outside the exception—and critically, the current law still does not compel manufacturers to provide the information, tools, or interfaces needed to make mixed-brand equipment work together. Alberta's approach should clarify permissible interoperability actions with farm-specific examples, and require manufacturers to supply the technical information, interfaces, and updates necessary to make attachments and third-party systems function safely and reliably in mixed fleets.