Submission to:

The Economic Development, Science and Innovation Committee

on:

Consumer Guarantees (Right to Repair) Amendment Bill

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About VIA

The Imported Motor Vehicle Industry Association Incorporated ("VIA") is the business association that represents the interests of the wider trade involved in importing, preparing, wholesaling, and retailing used vehicles imported from Japan, UK, and other jurisdictions.

Our members include importers, wholesalers, Japanese auction companies and exporters, shipping companies, inspection agencies, KSDPs[1], ports companies, compliance shops and service providers to the trade, as well as retailers.

We provide technical advice to the imported motor vehicle industry, and liaise closely with the relevant government departments, including Waka Kotahi (NZTA), Ministry of Transport, New Zealand Customs Service, Ministry for Primary Industries (MPI), Ministry of Consumer Affairs, Commerce Commission, EECA, MfE etc.

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Official Information Act 1982: VIA has no objection to the release of any part of this statement of support under the Official Information Act 1982.

Privacy Act 1993: VIA has no objection to being identified as the submitter.

[1] KSDP - key service delivery partner, organisations that are contracted or appointed by the Transport Agency to delivery regulatory products or services and who have sufficient market share and/or are of sufficient size and standing within an industry segment to be able to represent and influence the customer expectation of that industry segment.

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Introduction: Responding to the Right to Repair Legislative Proposal

The Imported Motor Vehicle Industry Association (VIA) welcomes the intent behind the Consumer Guarantees (Right to Repair) Amendment Bill 2024. The bill seeks to empower consumers, extend the useful life of goods, and reduce unnecessary waste by ensuring that repair documentation, tools, and software are available to enable the servicing of consumer products. A core concern for VIA is the whole of life management of the vehicles our members bring into the country so that NZ Inc is able to consistently refresh and improve the vehicle fleet over time, removing harmful vehicles at the end of their useful life.

This legislative initiative comes at a time when digital control over goods is increasing, and manufacturers—particularly large multinational Original Equipment Manufacturers (OEMs)—are using proprietary software and repair restrictions to control the aftersales market. VIA recognises that giving consumers and independent repairers the ability to access repair resources is an important step toward ensuring both sustainability and competition in the consumer goods market.

In addition to the challenges posed by digital locks and proprietary systems, many manufacturers continue to design products according to a linear economic model—built cheaply, intended to be discarded at end-of-life, and unsupported by meaningful repair infrastructure. These products often lack modularity, spare parts availability, or even basic service documentation. This model not only undermines consumer value but also stands in direct conflict with circular economy goals. If New Zealand is serious about transitioning to a more sustainable and resource-resilient economy, product design and support systems must evolve to prioritise repair, reuse, and longevity over short-term turnover.

The Bill proposes to strengthen section 12 of the Consumer Guarantees Act by requiring all "manufacturers"—a term which includes all importers under current law—to provide repair information, spare parts, and software to consumers or repairers upon request. It also repeals section 42, which previously allowed suppliers to opt out of this obligation by notifying consumers in advance. While the goals are laudable, the mechanisms introduced by the Bill may produce unintended consequences if not refined carefully.

VIA's Concern: Risk of Ending Independent (Parallel) Importing

VIA represents businesses involved in the independent importation of goods—particularly vehicles—from international markets, especially Japan. These independently imported goods make up a substantial portion of the products available to New Zealand consumers. For example, VIA members are responsible for

approximately 50% of all vehicle imports into New Zealand, supplying around 80% of the vehicles sold to everyday consumers[1].

New Zealand's current consumer protection framework already ensures that importers are fully responsible for the goods they supply. Under the Consumer Guarantees Act (CGA), importers are construed to be the manufacturer, meaning they must guarantee the quality and support of the products they sell. This legal construct has helped establish a mature, trusted independent import industry that competes directly with OEM-affiliated distributors. Unlike OEMs, independent importers are usually New Zealand-owned businesses that source goods based on local consumer demand rather than brand strategy. In the vehicle space, the success of the independent import industry has led to improved vehicle quality, greater affordability, and increased choice for New Zealanders.

However, the Right to Repair Bill introduces new obligations related to the supply of proprietary documentation and software—resources to which independent importers have no access. These materials are controlled exclusively by the OEMs, and independent importers cannot legally or practically supply them. As a result, if the Bill is enacted in its current form, many independently imported goods could become non-compliant, leading to their effective removal from the New Zealand market.

This would severely reduce consumer choice, drive up prices, and re-establish OEM dominance across multiple product categories. In sectors like automotive, where independent imports provide both the majority of consumer-facing supply and a major source of price competition, the effects would be particularly damaging. Retailers would also face legal exposure when selling goods for which repair data is unavailable, despite acting in good faith.

This concern is not speculative. The shift toward digital locks, proprietary diagnostics, and centralised OEM service channels is already undermining the repairability of independently imported goods. In parallel, many products are being designed with no intention of repair—offering low durability, sealed components, or no spare parts access at all. Without a policy adjustment, the Right to Repair Bill may unintentionally achieve the opposite of its goals—reducing competition, harming consumers, and favouring the very OEM behaviours it seeks to counter.

In the following section, VIA presents five policy options to address these concerns while still advancing the Bill's core objectives. These options preserve consumer repair rights, help facilitate access to documentation and tools, and support New Zealand's

[1] So-called "New Zealand new" vehicles are often sold in large volumes to business fleet, rental fleets, and other commercial entities. We may see an increase in new vehicle sales being expressly deemed business-to-business, avoiding CGA coverage.

commitment to sustainability—without ending the practice of independent importing or penalising retailers unfairly.

VIA's Alternative Policy Solutions to Realize Right to Repair Without Harming Competition

These options all seek to uphold the intent of the Right to Repair initiative—consumer empowerment, affordability, and sustainability—while avoiding unintended consequences such as unfair burdens on independent importers, loss of consumer choice, or market consolidation around OEMs.

Option 1: Importer Disclosure Safe Harbour

Overview and Rationale

This policy option creates a legal safe harbour for independent importers who are unable to supply OEM-controlled repair information, as long as they provide clear, pre-sale disclosure to the consumer. The intent is not to weaken consumer protection, but to recognise the structural limitation that independent importers face: they are not affiliated with OEMs and therefore cannot reasonably be expected to provide proprietary repair documentation, diagnostic software, or activation codes.

The current structure of the Right to Repair Bill makes no such distinction. It treats all importers as manufacturers, requiring them to provide documentation even if they have no legal or practical access to it. This is especially problematic for goods where documentation is locked behind OEM platforms or contractually restricted to authorised networks.

By implementing a safe harbour, the law would:

- Preserve consumer transparency,
- Protect retailers and importers from unintentional non-compliance,
- Prevent the removal of valuable, repairable, and affordable products from the market.

How It Would Work

An importer would be **exempt** from the documentation and repair information obligations under the Right to Repair provisions if they:

- **Clearly disclose** to the consumer, at or before the point of sale, that they are not able to provide repair information or OEM service support,
- **Inform** the consumer that the good has been imported independently of the manufacturer's authorised network, and

- **Optionally** provide information about third-party repair data platforms or community-based solutions, if known and available.

This approach reinforces the consumer's right to know what they're buying, while not penalising importers for structural OEM lockout.

Suggested Legislative Amendment

This would require a small but clear carve-out in the amended section 12 of the CGA. For example:

> *"Nothing in this section shall require an importer to provide repair documentation, software, or tools, where the importer is not the authorised representative of the original manufacturer, provided that the importer has disclosed this limitation to the consumer at the time of sale in a clear and understandable manner."*

An associated regulation or code of practice could further define acceptable disclosure formats, such as:

- Printed language on the sales invoice or e-commerce checkout,
- Signage at physical retail points of sale,
- Mandatory wording templates for different product categories.

Pros

- **Prevents market disruption:** Ensures independently imported goods remain available, supporting consumer choice and price competition.
- **Maintains accountability where appropriate:** Importers remain responsible for product quality and fitness for purpose—just not for inaccessible data.
- **Promotes transparency:** Consumers are informed about repair limitations and can make a conscious decision.
- **Simple to administer:** Does not require complex infrastructure or systems to support.

Cons

- **Variable consumer experience:** Consumers may face different levels of post-sale support depending on the import channel.
- **Inconsistent repair access:** In the absence of a universal data platform, some products may be harder or even impossible to service, depending on the model or origin.

- **Potential for abuse without regulation:** If not clearly defined, some importers could under-communicate the limitation, leading to consumer confusion.

Mitigation Strategies

- **Disclosure templates and enforcement:** The Commerce Commission or MBIE could publish mandatory templates for disclosures, reducing ambiguity.
- **Coupling with other policies:** When paired with Option 3 (a clearinghouse or commercial platform), this policy becomes even more effective by pointing consumers to where repair data *can* be found.

Option 1 is a low-cost, high-clarity adjustment that recognises the reality of global supply chains and protects the viability of independent importing. It ensures that consumer empowerment remains at the heart of the Right to Repair, while avoiding unworkable expectations for those who do not control repair data in the first place.

Option 2: Product-Origin-Based Repair Access Obligation

Overview and Rationale

This policy option establishes a product-origin-based obligation on Original Equipment Manufacturers (OEMs) to ensure that repair documentation and tools are made reasonably accessible to New Zealand consumers and repairers—regardless of how the product entered the market.

The current framework under the Consumer Guarantees Act (CGA) rightly construes the importer to be the "manufacturer" for purposes of guaranteeing quality and performance. This works well in traditional contexts, but it fails when applied to digitally locked or software-restricted goods where the actual manufacturer (the OEM) retains exclusive control over repair resources.

Independent importers, by their nature, have no contractual relationship with OEMs and cannot access proprietary information, data, diagnostic tools, security codes, or firmware updates. Yet under the Right to Repair Bill as drafted, they would bear legal responsibility for providing those very things—an obligation they cannot physically or legally meet.

Instead, this policy corrects the imbalance by assigning repair-access responsibilities to the entity with control over the design and data: the OEM. This is not a matter of international overreach; the OEM has already been paid for the product through a licensed distributor or original point-of-sale in another market. The manufacturer has profited from the sale and now must be required to support the product's longevity—no matter where it ends up.

A Strategic Outcome: Better Product Design

Assigning responsibility to the OEM also creates strong positive incentives for better product design over time.

When OEMs are held responsible for ensuring their products can be repaired, they gain a direct interest in making them easier to repair. This is likely to lead to:

- Greater modularity in product design;
- Increased availability of replacement parts;
- Standardisation of fasteners and components;
- And the production of clearer, better-organised service documentation.

These improvements all benefit consumers—making products not only longer-lasting and more affordable to maintain but also reducing waste and supporting New Zealand's transition to a circular economy.

Conversely, if the burden is placed instead on independent importers, the incentive structure turns perverse. OEMs can continue designing products for short-term profit only, focusing on minimising production costs and maximising initial sale price, knowing that they bear no responsibility for the good's lifespan or post-sale usability.

This design-for-disposal model is already entrenched in many consumer goods industries and has contributed to widespread e-waste, expensive servicing models, and early obsolescence. Changing that dynamic requires shifting the pressure to the top of the supply chain: to the OEM.

Why This Is Fair and Enforceable

Importantly, the OEM has already been compensated for the product—often at full market value—regardless of whether the product reached New Zealand via an authorised distributor or through an independent importer. There is no economic hardship in asking them to ensure that repair documentation and tools are available to support the ongoing use of their product. In fact, in many cases, the data already exists; it is simply withheld as a competitive tactic.

This approach reflects a broader shift in international thinking: that the right to repair is a design responsibility, not just a support obligation. And that those who profit from the design and sale of a product must also bear some accountability for its full life cycle—including its repairability.

How It Would Work

This option does not undermine the CGA's treatment of importers as "manufacturers" for traditional liability purposes—such as fitness for purpose, product quality, or

durability. Instead, it introduces a targeted and design-focused obligation on the original equipment manufacturer (OEM), recognising that the OEM—not the importer—controls the product's repair-related systems, tools, and technical data.

Specifically, OEMs would be required to:

- Make repair documentation, diagnostic tools, software updates, activation codes, and other technical support materials available to any New Zealand-based consumer, repairer, or platform that requests them;
- Do so under fair, reasonable, and non-discriminatory (FRAND) terms;
- Regardless of whether the product was imported through authorised or independent channels.

This obligation would focus only on the elements of repair that the OEM is uniquely capable of providing—especially those related to digital systems, proprietary designs, and software-based restrictions.

Where applicable, the obligation could be enforced through the OEM's New Zealand-based subsidiary or representative, or directly, if the OEM engages in commercial activity (such as advertising, parts supply, or after-sales support) within New Zealand's jurisdiction.

Suggested Legislative Amendment

A clause of this nature could be introduced either in the amended Section 12 of the Consumer Guarantees Act or within the Right to Repair-specific provisions:

> *"Where a product is designed, manufactured, or placed into commercial circulation by an original equipment manufacturer, and that product is subsequently made available for use in the New Zealand market, the manufacturer shall ensure that all necessary repair documentation, diagnostic tools, software access, activation codes, and other essential resources required for safe and effective repair are made available to New Zealand-based consumers and repairers on fair, reasonable, and non-discriminatory terms."*

Regulations or supplementary codes of practice could provide clarity on:

- What constitutes "reasonable" terms for access and pricing;
- Who qualifies as an eligible repairer or third-party aggregator;
- The acceptable formats and delivery mechanisms for data access;
- And any carve-outs for specific types of security-sensitive data.

Pros

- **Places responsibility with the party that controls the solution**: This ensures repair access is tied to design and engineering—not downstream supply chain actors who lack access.
- **Creates positive design incentives**: OEMs, knowing they will be responsible for repair support, are more likely to build modular, serviceable, and repair-friendly goods.
- **Reinforces circular economy goals**: Promotes the shift away from cheap, disposable product design and toward long-term, repairable goods.
- **Fairness to independent importers**: Removes the legal burden of compliance from businesses that cannot reasonably access the required materials.
- **Consumer-first outcome**: Ensures all users of a product, regardless of how it was sourced, have access to the same level of service documentation and support.

Cons

- **Legal and enforcement complexity**: May require new mechanisms to identify, track, and enforce obligations on OEMs who do not operate directly in New Zealand.
- **OEM resistance**: Manufacturers may resist being made accountable for goods not sold through their chosen channels, even though they profited[2] from the original sale.
- **Subsidiary pushback**: Local OEM distributors[3] may object to supporting goods they did not directly sell, despite often empowered as representatives of the same brand.
- **Unenforceable where OEMs have no NZ presence**: If an OEM has no commercial, legal, or service footprint in New Zealand, and the goods were imported only through independent channels, it may be impossible to impose or enforce obligations related to repair support. These goods may remain unsupported unless third-party or community-led repair data solutions are developed.

Mitigation Strategies

- **Limit the scope to design-level obligations only**: Focus OEM responsibilities on documentation, digital tools, and data necessary for repair—not warranty

[2] Here we mean the organisational group as a whole has profited (ie the parent company), not necessarily the specific NZ-based or incorporated entity.
[3] These may be incorporated subsidiaries, independent but nominally linked entities, or contractually linked agents, representatives, or distributors (there are a range of business models at play).

enforcement, service delivery, or physical parts supply—minimising complexity while delivering maximum repair utility.

- **Use jurisdictional triggers**: Tie enforcement to OEM market activity in New Zealand—such as use of trademarks, participation in advertising, provision of parts, or presence of a registered distributor. This ensures obligations apply where the OEM is benefiting from NZ's market infrastructure.
- **Complement with independent or community-led repair data ecosystems**: Acknowledge that in cases where the OEM has no presence or legal exposure in NZ, repair support may still be unobtainable through direct obligation. To address these gaps, complementary solutions like those proposed in Option 3 (a government-run repair data clearinghouse) can potentially provide access to repair documentation and tools from third-party or open-source sources, including international repair associations, independent remanufacturers, or even crowdsourced repair communities.
- **Stage implementation by sector and scale**: Prioritise high-volume or high-impact sectors (e.g., vehicles, electronics, appliances) where OEMs are more likely to have a presence and systems already in place. Gradually expand obligations as platforms mature and enforcement mechanisms are tested.
- **Align with international regulatory trends**: Harmonise language and expectations with existing frameworks in jurisdictions such as Australia, the European Union, and certain US states. Many OEMs already comply with similar obligations overseas, which helps reduce friction in extending compliance to New Zealand.

This policy option addresses a central flaw in the repair ecosystem: the OEM has the capability to enable repair but is currently under no obligation to do so unless they control distribution. By shifting responsibility to where design authority and technical control reside, this approach promotes more repairable products, empowers consumers, protects independent importers, and accelerates the shift to a circular economy—all while remaining consistent with the CGA's broader intent.

Option 3: Government-Run Repair Information Clearinghouse with Open Supply Integration

Overview and Rationale

This policy option proposes the creation of a centralised, government-managed digital platform—a "repair information clearinghouse"—where OEMs and other data holders are required to upload repair documentation, diagnostic protocols, software tools, and parts catalogues for the products they manufacture and sell.

But it goes further. Rather than serving merely as a static document repository, the clearinghouse would be designed as an open, dynamic hub to facilitate:

- Public access to repair data,
- Collaboration with third-party repair data aggregators,
- Engagement with local remanufacturers, parts fabricators, and 3D printing specialists, and
- On-demand and small-batch parts production for unsupported goods.

In essence, the clearinghouse would become not only a right to repair platform but a catalyst for a competitive, decentralised repair economy.

Why It's Needed

Even with OEM obligations (such as Option 2) there will always be gaps:

- Some OEMs have no presence in NZ and cannot be compelled to participate.
- Some products are obsolete, niche, or discontinued and are no longer supported.
- Independent importers and small repairers may lack the reach or leverage to secure documentation on their own.

This option directly addresses those challenges by creating a central, public-interest institution to hold and share information that supports consumer repair rights, promotes competition, and unlocks innovation.

It also provides a mechanism for the New Zealand government to lead by example in building circular economy infrastructure.

Dual Function: Platform for OEMs and Open Contributors

The clearinghouse would not only serve consumers, repairers, and independent suppliers—it would also provide a centralised, compliant, and standardised portal for OEMs to meet their documentation obligations under New Zealand law.

OEMs would be required to:

- Upload repair manuals, diagnostic software, and technical service bulletins in a secure and authenticated environment;
- Meet their fair access obligations (such as those proposed in Option 2) without needing to negotiate individual access requests;
- Interface with the government via one platform instead of responding ad hoc to repairers, consumers, or commercial data aggregators.

This approach lowers compliance costs for cooperative OEMs, ensures consistent access standards, and allows the government to track participation, monitor gaps, monetise access and support enforcement if necessary.

How It Would Work

The clearinghouse would be overseen by a designated public agency (e.g., MBIE or the Commerce Commission) and would:

- Require OEMs (where enforceable) to upload repair documentation, diagnostic protocols, and parts lists for goods sold into or used within New Zealand;
- Enable third-party data contributors (e.g., international aggregators, open-source communities) to supplement or crowdsource missing content (subject to validation);
- Allow local businesses—such as remanufacturers or parts fabricators—to access technical drawings or specifications (when rights permit) to produce parts for repair or resale;
- Include a searchable public interface for consumers and independent repairers to access documents and service procedures;
- Feature a request-and-bid system, allowing users to flag repair needs and enable third-party suppliers or remanufacturers to respond.

Suggested Legislative Amendment

This could be included in the Right to Repair legislation as a dedicated section, enabling the establishment and function of the clearinghouse. Example language:

> *"The Minister may establish, or designate an agency to establish and maintain, a central repair information clearinghouse to collect, host, and distribute repair documentation, diagnostic protocols, parts information, and other materials necessary to support the repair of goods in New Zealand. The clearinghouse may accept data from original equipment manufacturers, third-party providers, and public contributors. The clearinghouse may also facilitate access to design information for the purpose of enabling compliant remanufacturing and component reproduction."*

Supporting regulations could govern:

- Contributor rights and responsibilities,
- Data quality standards (especially to validate third-party content),
- Intellectual property safeguards,
- Eligibility of local fabricators to access technical design resources.

Pros

- **Universal access point**: Provides one trusted platform for consumers, repairers, retailers, and parts producers to find information.
- **Fills enforcement gaps**: Supports goods for which OEMs have no presence or refuse to cooperate.
- **Stimulates a local repair and remanufacturing economy**: Enables small NZ businesses to respond to unmet demand.
- **Supports circular economy outcomes**: Helps extend product life, reduce waste, and reduce reliance on OEM-controlled supply chains.
- **Incentivises better design transparency**: Over time, normalises open repair standards and documentation sharing.

Cons

- **Government cost and complexity**: Establishing and managing the platform would require public investment and administrative oversight.
- **IP management challenges**: Ensuring respect for intellectual property rights while enabling practical repair use may be complex.
- **Potential data duplication or irrelevance**: May overlap with commercial platforms or international databases unless coordinated carefully. Data needs to be valid and applicable to products available in New Zealand.
- **OEM pushback**: Some manufacturers may resist sharing data in a centralised system, even where legally required.

Mitigation Strategies

- **Enable third-party contributions**: Allow data from aggregators, repair communities, and open platforms to be uploaded when OEMs do not participate.
- **Use procurement leverage**: Require documentation upload as a condition of government purchasing contracts (especially for vehicles and IT hardware).
- **Layered access permissions**: Provide open access to basic repair documentation and tiered access to advanced design files (e.g., for certified fabricators or certified lock smiths).
- **Collaborate with international models**: Partner with repair data clearinghouses or public repair infrastructure already developed overseas.

The clearinghouse model provides a robust public-interest tool to support the right to repair beyond the reach of market-only solutions. It creates a national asset for repairability, supports industry innovation, and closes critical access gaps for unsupported or legacy products. It also helps future-proof New Zealand's product ecosystem by incentivising transparency, local capability, and resilience.

Option 4: Repairability Labelling and Information Disclosure Standards

Overview and Rationale

This option introduces a mandatory repairability labelling scheme—similar to energy ratings or health star labels—for certain categories of goods sold in New Zealand. It would require manufacturers or importers (including OEMs and independents) to disclose standardised repairability information at the point of sale.

Repairability scores or categories would be based on factors such as:

- Availability of spare parts,
- Availability of service manuals,
- Modularity and ease of disassembly,
- Availability of tools required for repair,
- Expected lifespan and support window.

This would not mandate that goods be repairable but would ensure that consumers can easily identify which goods are and incentivise manufacturers to improve repairability through market pressure—rather than just regulatory enforcement.

How It Would Work

- The government (or delegated standards body) would develop a repairability scoring system, similar to models already used in France or being developed in the EU.
- Product categories subject to the scheme would be defined by regulation (e.g., vehicles, electronics, appliances).
- All suppliers—OEMs and independent importers alike—would be required to display a repairability label or summary rating on product packaging, online listings, or at point of sale.
- Where a formal score cannot be calculated (e.g., for legacy goods), a repairability disclosure statement would be used instead, outlining known limitations (e.g., no OEM support, no parts available).

Suggested Legislative Amendment

This could be implemented via a new section in the Consumer Guarantees Act or under separate consumer information regulations:

> *"The Minister may, by regulation, prescribe product categories for which suppliers must provide standardised repairability information at the time of sale, including but not limited to: the availability of spare parts, repair documentation, diagnostic tools, modularity of design, and support duration."*

Pros

- **Empowers consumers:** Gives buyers a clear way to compare products on repairability—not just price and features.
- **Supports informed importing:** Independent importers can compete fairly if they disclose what they can or cannot supply.
- **Drives better product design:** Manufacturers are incentivised to improve repairability over time to stay competitive.
- **Low cost of enforcement:** Relies on self-reporting with consumer transparency, rather than complex backend systems.
- **Complements all other policy options:** Reinforces Options 2 and 3 by making repairability expectations explicit and measurable.

Cons

- **Relies on compliance and transparency:** May be less effective without strong enforcement or auditing of claims.
- **Not a direct access mechanism:** Does not itself provide repair data or parts—only disclosure.
- **May burden smaller importers initially:** Requires additional paperwork and product research, especially for used goods, though flexibility could be built in for used/legacy items.

Mitigation Strategies

- **Allow repairability disclosures in lieu of formal scores** for legacy or used goods (e.g., "Repair manual not available" or "Parts available through third-party sources only").
- **Phase in implementation by product category** to allow time for importer and manufacturer adaptation.

- **Incentivise early adoption** through government procurement preferences or recognition programs (e.g., “Repair Ready” certification).

This option gives consumers tangible, at-a-glance information about a product’s repair potential, while creating market-driven pressure for OEMs and suppliers to improve design practices. It protects importer viability by focusing on disclosure, not control of OEM data, and supports the circular economy by promoting transparency in lifecycle planning.

Option 5. Used Goods Exemption for Right to Repair Obligations

Overview and Rationale

This policy proposes a clear legal exemption from Right to Repair obligations for used goods, including those sold in trade. This would apply to goods that have been previously owned, registered, or sold through a retail or distribution channel not affiliated with the OEM—regardless of physical condition.

This approach aligns with how used goods are already treated under New Zealand law and consumer expectations. It provides a fair and workable framework for independent importers, protects consumer access to competitively priced goods, and avoids imposing unrealistic compliance obligations on parties who have no access to OEM-controlled repair documentation, tools, or software.

Parallel Imports as “Used” by Definition

In practice, most independently imported goods—particularly vehicles—already meet this definition. For example, any vehicle previously registered overseas is automatically classified as “used” in New Zealand, even if it has minimal mileage or has never been driven. Similarly, parallel-imported electronics, appliances, or machinery, though often in “like new” condition, have changed ownership outside the OEM’s authorised supply chain and would therefore be treated as “used” under this policy.

This definition ensures legal clarity while preserving the ability for consumers to access high-quality, affordable, and diverse products.

Legal and Regulatory Justification

- **Precedent in vehicle classification**: NZTA regulations already define “used” based on prior registration—not condition. This precedent can be extended to other goods.
- **Ownership-based logic**: Once a product has been owned, sold, or distributed through a non-OEM channel, it is no longer a “new” product in a legal sense, even if unused.

- **Alignment with the CGA**: The Consumer Guarantees Act already recognises different obligations for new vs. used goods. An exemption for used goods is consistent with this framework.
- **Relieves impossible obligations**: Independent importers of used goods cannot legally obtain proprietary documentation from OEMs. Exempting them is fair and realistic.

Impacts of Reclassifying Goods as "Used"

If adopted, this exemption would result in many parallel-imported goods—currently sold as "new" in consumer-facing terms—being reclassified as "used" for compliance purposes under the Right to Repair legislation. These goods could still be marketed as "like new", "factory sealed", or "unused", but would be exempt from documentation obligations because they have previously circulated outside OEM control.

This would standardise the treatment of vehicles and other goods, support consumer access, and allow traders to continue offering high-quality products while maintaining compliance.

Suggested Legislative Amendment

"The obligations in this section shall not apply to goods classified as used, including those sold in trade, where the supplier is not the manufacturer or an authorised agent and the product has previously been owned, registered, or sold through a non-OEM channel."

A supporting regulation or code of practice could clarify:

- The definition of "used" for non-vehicle goods,
- Requirements for supplier disclosure at the point of sale (e.g., "This is a parallel import and may not be supported by OEM repair services").

Pros

- **Legally clean and fair**: Creates a consistent and enforceable standard aligned with existing legal frameworks.
- **Protects importer viability**: Ensures parallel imports can continue without being burdened by impossible obligations.
- **Preserves consumer access and affordability**: Keeps high-quality, lower-cost goods available across a range of product categories.
- **Reduces enforcement risk**: Establishes a bright-line exemption that is easy for regulators and suppliers to interpret.

Cons

- **Potential confusion over "used" status**: Some consumers may be unfamiliar with the distinction between "used" in a legal sense and "used" in terms of physical condition.
- **Pushback from OEM-aligned suppliers**: OEM-affiliated importers may see this as a competitive loophole, despite it simply recognising existing realities.
- **Repair gaps may persist**: Without OEM support, consumers may still have difficulty accessing certain documentation—though this can be mitigated through other options (e.g. Option 3).

Mitigation Strategies

- **Consumer disclosure standards**: Require point-of-sale disclosure where a product qualifies as used under the exemption.
- **Public repair platforms** (see Option 3): Support development of independent or government-run platforms where repair data can still be made available through legal third-party channels.
- **Repairability labelling** (see Option 4): Allow consumers to assess repairability independently of distribution channel.

Legal and Ethical Reasoning: A Reasonable Consumer Cannot Expect the Impossible

Under New Zealand's Consumer Guarantees Act, all obligations are interpreted based on what a reasonable consumer would expect. When a good is imported independently of the OEM and classified as "used," it is not reasonable to expect the importer to provide proprietary OEM repair documentation, software, or diagnostic tools they do not and cannot access.

Requiring a party to supply something that is legally and practically impossible not only violates the principle of fairness but risks undermining the credibility of consumer law itself.

This exemption restores balance: it protects consumer rights while respecting the limitations of suppliers and ensuring competition, product diversity, and affordability remain part of New Zealand's consumer marketplace.

Summary and Analysis of Policy Options

Each of the five policy options presented offers a valid and practical pathway to ensuring New Zealanders can access repair documentation, tools, and services without unintentionally undermining consumer choice, market competition, or the viability of independent importers.

- **Option 1 (Importer Disclosure Safe Harbour)** relies on transparency to protect suppliers from impossible obligations while ensuring consumers are informed.
- **Option 2 (Product-Origin-Based OEM Obligation)** places responsibility where control resides—on the manufacturer—and offers the strongest design-incentive effect for long-term change.
- **Option 3 (Government-Run Repair Information Clearinghouse)** offers a universal access point and supports a circular economy by stimulating local repair and remanufacturing industries.
- **Option 4 (Repairability Labelling and Disclosure Standards)** enables consumers to make informed decisions at the point of sale and encourages competition on durability and serviceability.
- **Option 5 (Used Goods Exemption)** protects the independent import sector by cleanly excluding goods for which repair support cannot reasonably be provided, aligning with existing legal interpretations and consumer expectations.

While each option can be pursued independently—and would, in its own right, improve the current policy framework—they each have limitations when implemented alone. For example:

- Option 1 supports transparency but doesn't guarantee access to repair documentation.
- Option 2 puts pressure on OEMs but may be unenforceable for brands without a New Zealand presence.
- Option 3 ensures improved access but requires public investment and administrative oversight.
- Option 4 empowers consumers but doesn't compel data availability.
- Option 5 protects importer viability but leaves repair support for those goods dependent on third parties.

The most robust and durable solution, therefore, lies in combining the strengths of multiple options. Where one policy's limitation creates a potential gap, another can fill it:

- Used goods can be exempt (Option 5) but still supported via third-party platforms (Option 3).
- OEMs can be required to support their products (Option 2), but through market-based or government-managed platforms that streamline compliance (Options 3 and 4).

- Disclosure (Option 1) and labelling (Option 4) can ensure consumer expectations remain realistic and informed, no matter which distribution channel is used.

This next section proposes an amalgamated policy framework that integrates the most effective components of these five options into a coherent, practical, and future-focused strategy—one that ensures the Right to Repair is not only protected in principle but delivered in practice across all goods and supply models.

An Amalgamated Policy Framework for Repair Access, Market Fairness, and Circular Outcomes

This amalgamated position combines the strongest and most complementary elements of the five proposed policy options into a unified and practical framework. It is designed to ensure that the Right to Repair legislation succeeds in practice by delivering real repair access for New Zealand consumers, without undermining the viability of parallel importing, which remains a vital source of competition, affordability, and consumer choice in the New Zealand market.

This framework also serves the broader public interest by supporting the development of a circular economy—one in which products are designed, maintained, and repaired for longevity, and where access to parts, documentation, and service is not artificially restricted by monopolistic OEM control.

Core Components of the Amalgamated Framework

1. Used Goods Exemption (from Option 5)

Create a legal exemption from Right to Repair obligations for goods that qualify as "used," including those sold in trade. A good would be considered "used" if it has been previously owned, registered, or sold through a retail or distribution channel not affiliated with the OEM—regardless of physical condition.

This definition aligns with NZTA's treatment of imported vehicles and ensures consistency across product categories. It also protects independent importers who cannot realistically be expected to access OEM repair resources.

2. Importer Disclosure Safe Harbour (from Option 1)

Require that sellers of independently imported or used goods provide **clear, standardised disclosure** at the point of sale regarding the availability (or lack) of OEM repair support. Where repair documentation is unavailable, the seller must advise consumers accordingly.

This promotes transparency without unfairly penalising suppliers for circumstances beyond their control and helps set appropriate expectations for consumers.

3. Product-Origin-Based OEM Repair Obligation (from Option 2)

Place a legal obligation on OEMs—where present in or commercially benefiting from the New Zealand market—to provide repair documentation, software, and tools for goods they design or manufacture, regardless of the import channel. This includes vehicles, appliances, electronics, and other regulated categories.

Responsibility would fall to the OEM's New Zealand entity or representative where applicable. This ensures that responsibility rests with the entity that actually controls access to the repair data and has the ability to fulfil the obligation.

4. Centralised Access Platform with Open Participation (from Option 3)

Establish a government-supported or regulated digital platform to:

- Host OEM-supplied repair documentation and diagnostic tools,
- Provide repair access for consumers, retailers, and repairers,
- Enable certified remanufacturers, 3D print providers, and local fabricators to access technical specifications,
- And support participation by independent repair data aggregators and aftermarket parts suppliers, who can contribute documentation, parts catalogues, and tools for goods not supported by OEMs.

This platform becomes a shared repair infrastructure that benefits all consumers and businesses—not only by filling OEM-created access gaps, but by supporting decentralised and innovation-led solutions from New Zealand's repair and manufacturing sectors.

5. Repairability Labelling and Disclosure (from Option 4)

Introduce a mandatory repairability labelling system for defined product categories, or require standardised repairability disclosures where formal scores are not feasible. Labels would indicate the availability of spare parts, modularity, tool accessibility, documentation support, and design for disassembly.

This empowers consumers to make informed purchasing decisions, encourages OEMs to compete on product longevity, and provides a transparency tool that allows parallel importers to continue selling goods competitively without misrepresentation.

Embedded Feature: Dispute Resolution

All obligations and platforms described in this framework must include access to fair and low-cost dispute resolution, overseen by an independent adjudicator. This would resolve disputes involving:

- Denial of access to repair documentation or tools,
- Unfair pricing or discriminatory supply terms,
- Misleading repairability claims,
- Or failure to disclose limitations at the point of sale.

Strategic Outcomes

Priority	Delivered By
Maximising Consumer Benefit	Transparency, competition, product availability, and diversified repair access.
Advancing Circular Economy Goals	Encourages modular, repairable design; supports remanufacture and reuse; stimulates new domestic capabilities.
Ensuring Practical Repair Access	Creates multiple access pathways—OEM compliance, public platforms, third-party contributions, and consumer transparency.
Protecting the Parallel Import Industry	Exemption for used goods, disclosure-based compliance, no unreasonable documentation obligations.

Why This Is the Optimal Framework

While each of the original policy options could be pursued on its own, each also has limitations that could reduce effectiveness or create unintended harm. This amalgamated framework delivers the benefits of each approach while offsetting their individual weaknesses:

- Used goods may be exempt from direct obligations but can still be supported through public and market-based platforms.
- OEMs are required to support what they control, while independent importers remain protected.

- Repairability labelling and disclosure protect consumers without overburdening small traders or creating enforcement nightmares.
- And by providing multiple overlapping pathways to repair, this framework recognises the complexity of modern supply chains and supports a resilient, competitive, and consumer-friendly repair economy.

Further Considerations for Implementation and Market Design

As the Right to Repair framework is refined and implemented, several additional elements should be considered to ensure that the policy delivers not only access to repair resources, but also fairness, competition, and long-term consumer benefit. These components are not standalone policy options, but rather essential features that support a healthy and sustainable repair ecosystem across all product categories.

Dispute Resolution as a Structural Safeguard

For any system that involves obligations to provide repair documentation, software access, or diagnostic tools, a dispute resolution mechanism is a critical safeguard. It ensures that consumers, repairers, and suppliers have access to a low-cost, fair, and enforceable process when obligations are not met, or access is unfairly restricted.

Whether access is denied by an OEM, a platform provider, or a parts distributor, there must be a mechanism to:

- Mediate and resolve disputes,
- Escalate persistent non-compliance,
- Protect smaller actors (including independent repairers) from exclusionary practices.

A well-functioning dispute resolution system strengthens compliance, builds trust, and ensures the law operates not just in principle, but in practice.

A Repairability Score for All Goods

To support informed consumer decision-making and encourage better product design, the introduction of a repairability scoring system should be considered across all relevant product categories. This could take the form of:

- A numeric score or rating,
- A traffic-light system (e.g. easily repairable, moderate, difficult),
- Or a standardised disclosure of repair-relevant criteria, such as availability of spare parts, modularity, required tools, or access to service documentation.

By making repairability visible at the point of sale, this system would:

- Empower consumers to select more durable and serviceable products,
- Create market incentives for OEMs to improve design,
- Allow independent importers to compete on repair transparency,
- And align product marketing with long-term ownership expectations.

Such a system would not replace repair access obligations, but it would complement them by improving transparency and driving innovation in product design.

Applying Competition Principles from the Motor Vehicle Repair Sector

While the Right to Repair legislation applies broadly across all goods, lessons from the automotive repair sector—including the ongoing *Choice of Repairer* campaign—offer valuable guidance for how to support fair and open repair markets across other industries.

In particular, the following principles are broadly applicable:

- Any party supplying repair data to affiliated repairers should also be required to make that data available to qualified independent repairers and platforms on fair, reasonable, and non-discriminatory terms.
- The ability to repair a product should not depend on brand affiliation. If information or tools exist, they should be accessible in a way that supports consumer choice and market competition.
- Repair infrastructure should not become a new gatekeeping mechanism controlled exclusively by OEMs. Instead, it should be open to participation by local businesses, innovators, and service providers across all sectors.

Extending these principles across all product categories would ensure that the right to repair does not create a two-tiered repair economy, in which only OEM-approved services can access the tools and data required to maintain and support the goods New Zealanders rely on every day.

Building a Resilient, Competitive Repair Ecosystem

Incorporating these considerations into the Right to Repair framework will ensure it is not only technically sound, but also structurally robust, transparent, and fair. A comprehensive approach must go beyond data access—it must create a repair system that is:

- **Accessible**, through transparent documentation and consumer labelling;

- **Equitable**, through non-discriminatory access for independent repairers and importers;
- **Accountable**, through effective dispute resolution and enforcement pathways;
- **Competitive**, by preventing monopolistic behaviour and enabling market-driven solutions.

New Zealand has the opportunity to lead in designing a repair economy that is good for consumers, good for small businesses, and good for the planet. These additional considerations will help ensure that opportunity is realised.

Appendix: Recommended Amendments to the Consumer Guarantees (Right to Repair) Amendment Bill 2024

To ensure the proposed legislation delivers on its stated goals—consumer empowerment, sustainability, and access to repair—without undermining independent importing, competition, or the circular economy, the following legislative amendments are recommended. These changes align the bill with the practical, structured framework proposed in VIA's amalgamated policy position.

1. Amend Section 12 to Define Scope and Exemptions

Introduce explicit exemptions for goods classified as "used" and include a disclosure-based safe harbour for independent importers.

Suggested Amendments:

"For the purposes of this section, obligations to provide repair documentation, diagnostic software, tools, or spare parts shall not apply to goods classified as used, including those sold in trade, where the supplier is not the manufacturer or an authorised agent, and where the product has previously been registered, owned, or sold through a non-OEM distribution channel."

"A supplier who is not the manufacturer or an authorised distributor shall not be liable under this section if, prior to sale, they clearly disclose to the consumer that repair documentation or OEM service support is not available through the supplier."

2. Introduce a New Section on OEM Repair Obligations

Add a new section to impose documentation obligations on the original manufacturer, particularly where the OEM has a presence or economic footprint in New Zealand.

Suggested New Section 12A:

"Where a product is designed or manufactured by a person or entity that has placed the product into commercial circulation, and that product is subsequently made available in the New Zealand market, the manufacturer shall ensure that all necessary repair documentation, diagnostic tools, software, and activation codes required to repair the product are made available to consumers and repairers in New Zealand on fair, reasonable, and non-discriminatory terms."

"Where a manufacturer has a New Zealand-based subsidiary or authorised representative, that representative may fulfil this obligation on the manufacturer's behalf."

3. Enable Centralised Repair Information Platforms

Create a legal foundation for the establishment or regulation of a centralised repair data access platform.

Suggested New Section 12B:

"The Minister may, by regulation, establish or support a platform to aggregate and distribute repair documentation, diagnostic tools, and parts specifications to consumers and repairers. The platform may accept data from OEMs, third-party providers, and public contributors, and shall operate under principles of accessibility, transparency, and non-discrimination."

"Participation in such a platform may be used by manufacturers or suppliers to demonstrate compliance with sections 12 and 12A."

4. Introduce Repairability Labelling and Disclosure Mechanism

Establish regulatory authority to require repairability information to be presented at the point of sale.

Suggested Provision:

"The Minister may, by regulation, prescribe product categories for which suppliers must disclose repairability-related information at the time of sale. This may include: parts availability, modularity, availability of tools and documentation, expected support lifespan, and known limitations."

"Where repair documentation is unavailable, the supplier must clearly disclose this fact at the time of sale."

5. Require Dispute Resolution Mechanism for Repair Access

Provide for a fair and accessible means of resolving complaints relating to repair access or compliance.

Suggested Provision:

"The Minister shall designate or establish a dispute resolution mechanism to address complaints concerning access to repair documentation, software, tools, or parts. This mechanism shall be timely, proportionate, and accessible to consumers, repairers, and suppliers."

6. Add Supporting Definitions in the Interpretation Section

To support the above amendments, include the following new definitions:

- **Used good**: *"A product previously registered, owned, or sold through a non-OEM distribution channel, regardless of physical condition."*
- **Independent importer**: *"A supplier who is not the manufacturer or an authorised agent and who imports goods from outside the manufacturer's authorised supply chain for resale in New Zealand."*

- **Repair documentation**: *"Includes manuals, service bulletins, diagnostic protocols, software updates, security codes, and any other information necessary for safe and effective maintenance or repair of a good."*

Outcome

These amendments create a system that:

- Recognises the limitations and contributions of independent importers,
- Holds OEMs accountable where they control repair data,
- Enables a practical access platform that serves all consumers and repairers,
- Promotes transparency and better product design,
- And ensures meaningful repair rights without creating legal or economic harm.

This structure reflects a coherent, enforceable, and fair framework that delivers on the core intent of the Right to Repair legislation while strengthening competition, resilience, and consumer empowerment in New Zealand's product markets.

Appendix: Responding to OEM Claims of Unfair Burden – Why Responsibility Must Rest Where Authority Lies

As policymakers and regulators move to rebalance responsibility for product support in New Zealand, some Original Equipment Manufacturers (OEMs) and their local subsidiaries are likely to argue that the proposed framework unfairly burdens them while absolving independent importers. Their concerns will likely fall into four related claims:

1. "We are a separate legal entity from the parent OEM."
2. "We did not benefit from the independent sale."
3. "We don't have access to the required data or tools."
4. "Supporting these goods would create a financial loss."

Each of these statements may be partially correct in a narrow legal or technical sense. However, taken together, they rely on a legal fiction—one designed to shield global manufacturers from the full scope of their brand's impact while preserving their commercial advantage in every market. Below, we address these claims directly and outline why the responsibility for support must rest where authority and capacity reside: with the OEM.

1. Legal Separation Is Not a Shield from Responsibility

Yes, OEM subsidiaries are technically separate legal entities. But that structure exists precisely to access national markets while shielding the parent from direct liability. If the local entity is authorised to advertise, enforce intellectual property rights, and represent the brand, then it must also inherit the obligations that come with that representation.

It is incoherent to say, "We represent the brand in New Zealand," while also claiming, "We are not responsible for the brand's obligations." This logic undermines the legal and ethical principle that rights and responsibilities must travel together.

If you wear the brand, you bear the burden.

2. "We Didn't Profit from the Sale" Is Irrelevant

Even if the local subsidiary did not benefit from the importation of a specific particular parallel-imported good, the OEM did at the original sale in the source jurisdiction.

As such, it is irrefutable that the parent company:

- Designed, manufactured, and profited from the product.
- Controls access to repair documentation, software, and parts.

- Benefits from global consumer trust in the brand—even when sales occur outside authorised channels.

The local subsidiary, meanwhile, benefits from the shared brand ecosystem—from trademark protection, advertising spillover, and aftermarket business. If that brand ecosystem sustains your business, you cannot claim no role in maintaining it.

This isn't about direct financial benefit from a single sale. It's about structural participation in a global product system.

3. "We Don't Have Access" Is a Systems Design Failure—Not a Defence

If a local subsidiary cannot access essential support systems, then this is the result of internal OEM policy. It is a deliberate architectural decision to centralise control while fragmenting responsibility. That's not a defence—it's a warning sign.

The appropriate legal response is not to accept this fragmentation at face value, but to require the OEM to resolve it. That means either:

- Enabling the subsidiary to fulfil its support obligations, or
- Accepting that the parent company must engage directly across borders.

Regulatory frameworks must be based on function, not form. If the subsidiary can't support the good, the parent must.

4. "We Would Lose Money" Is Not a Valid Justification

This is, in essence, an argument that competition is inconvenient. If supporting independently imported goods would reduce service revenue or undermine a pricing strategy, that is not a legitimate reason to deny support.

It merely reveals that the existing model depends on monopolising the repair and servicing ecosystem—not on superior products or consumer value. A functioning market cannot allow support access to be withheld as a competitive weapon.

Losing a monopoly advantage is not a regulatory harm. It's a restoration of market fairness.

Clarifying the Role of Independent Importers

It is also important to address the reciprocal concern: does this framework "let independent importers off the hook"?

No. It aligns responsibility with capability. Under this framework:

- Importers remain responsible for:
    - Ensuring product safety and regulatory compliance,

    - Product quality and fitness for purpose,
    - Disclosure of limitations (e.g., unavailable documentation),
- They are not responsible for:
    - OEM-controlled data, diagnostic systems, or firmware,
    - Product recalls issued from manufacturer systems,
    - Supply of software or digital tools they cannot access.

This is not a loophole—it is a correction of misallocated obligations. The importer is responsible for what they can reasonably manage. The OEM is responsible for what only they control. That's not avoidance—that's legally coherent, enforceable, and ethical policy design.

Final Framing: This Is a Correction, Not a Redistribution

This framework does not shift burdens arbitrarily. It resolves the current regulatory incoherence where:

- OEMs control support systems but carry no duty to make them accessible,
- Importers are held liable for documentation they cannot obtain,
- Consumers are left unsupported.

It restores balance by holding each party responsible for what they alone control:

- OEMs: Design-originated obligations—repair documentation, diagnostics, recalls.
- Importers: Distribution and sale obligations—quality, safety, transparency.
- Consumers: Protected by law, not penalised by procurement path.

This is not a scheme to relieve importers—it is a system to restore accountability where it belongs. The OEM made the product. The OEM holds the keys. The OEM carries the duty.

Appendix: Questions and Responses Regarding OEM and Independent Importer Obligations

OEM Responsibility and Legal Structure

Q1: Isn't the local OEM subsidiary a separate legal entity? Why should it be held responsible for a product it didn't import?
A1: Legal separation is a convenience, not a shield from moral or regulatory responsibility. If the subsidiary represents the brand and sells the same products, it should also carry brand-aligned obligations. Responsibility follows brand authority and commercial representation.

Q2: What if the local subsidiary genuinely doesn't have access to repair data or tools?
A2: Then the OEM has intentionally created a structure that allows profit without accountability. This is not a defence—it's a design flaw. The law should require that local subsidiaries be equipped or empowered to fulfil those obligations.

Q3: Why should an OEM support a product they didn't sell into New Zealand directly?
A3: Because they designed and manufactured it and have already been paid. Support is a function of creation and control, not the path of distribution.

Q4: Doesn't this create an unfair obligation on the local subsidiary for decisions made by the parent company?
A4: Only if the subsidiary is left unsupported. The solution is not to avoid responsibility, but to ensure that OEMs are structured to fulfil their global obligations through local representatives.

Q5: Isn't this just regulatory overreach into global supply chains?
A5: No. It's a correction to ensure that global supply chains don't evade responsibility through legal fragmentation. If a product is legally sold and bears the OEM's name, the support obligation must follow.

Economic and Competitive Arguments

Q6: Doesn't this place an unmanageable cost on OEMs or their subsidiaries?
A6: No. It internalises lifecycle costs that OEMs have previously externalised. Over time, this leads to better design, more efficient support systems, and fairer pricing.

Q7: Isn't it unreasonable to require support for products not originally intended for this market?
A7: Not if the product is already legal for sale in New Zealand. It has passed all

regulatory thresholds. The OEM's obligation begins with manufacture, not market targeting.

Q8: Won't this encourage more parallel imports and undermine authorised distribution networks?
A8: It will encourage competition and consumer choice—both of which are core to a healthy market. If authorised networks are undercut, the solution is better service, not gatekeeping.

Q9: What about price differentiation across markets? Will this erode the OEM's ability to segment pricing?
A9: Possibly—but that's a separate business issue. The obligation to support a good shouldn't depend on where or how it was purchased, especially once the manufacturer has been paid.

Q10: Isn't this just a subsidy for independent importers who don't bear full product support costs?
A10: No. Independent importers remain responsible for everything within their control: safety, disclosure, consumer guarantees, and regulatory compliance. They are not seeking a subsidy—they are asking not to be held liable for what they cannot access.

Independent Importer Obligations

Q11: Does this proposal absolve independent importers of responsibility?
A11: Not at all. Importers are fully responsible for the quality and compliance of the goods they supply, and for transparency with customers. They are simply not held liable for obligations that can only be fulfilled by the OEM.

Q12: Isn't this just a workaround to let parallel importers compete without carrying full responsibility?
A12: No. It's a system designed to align responsibility with control. Importers can't provide OEM data they were never given, nor should they be punished for not doing so.

Q13: What if an independent importer sells a defective product?
A13: They are liable under the Consumer Guarantees Act for fitness for purpose, merchantable quality, and honest representations—just like any supplier.

Q14: Can't independent importers just avoid all compliance now?
A14: No. They still have to meet all regulatory and safety requirements. The exemption applies **only** to repair support they cannot legally or practically provide.

Q15: Doesn't this give them an unfair cost advantage?
A15: It gives them a level playing field. Currently, OEMs block support while claiming

rights, and importers are held accountable for tools and data they don't control. This framework corrects that imbalance.

Design, Repair, and Market Outcomes

Q16: What impact does this have on product design?
A16: If OEMs are obligated to support all of their products, they will be incentivised to design goods that are easier to support—modular, repairable, and standardised. This reduces long-term costs and benefits everyone.

Q17: Is this consistent with legal principles?
A17: Yes. Law and regulation routinely place obligations on the party with the best ability to control risk and provide remedy. Here, that party is the OEM.

Q18: What about the argument that the repair burden should be shared?
A18: It is already shared: importers, repairers, and regulators each play a role. But the core technical support obligation must rest with the entity that created and controls the product.

Q19: Could this model apply in other sectors beyond automotive?
A19: Absolutely. The principles apply broadly: in any industry, obligations for repair and post-sale support should follow the same logic—responsibility must follow authority.

Q20: Is this proposal anti-OEM?
A20: Not at all. It holds OEMs to a fair standard based on their role as product creators and global beneficiaries. It does not prevent them from selling goods, protecting their IP, or competing—it only requires them to stand behind what they've made.

Why Don't OEMs Just Support Independently Imported Goods?

Q21: Wouldn't it make sense for OEMs to support all their products, even if imported independently?

A21: Yes, in theory. Supporting all versions of a product—regardless of how they enter the market—could create a new stream of service and parts revenue for OEMs. If more people own your product, there are more potential customers for diagnostics, repairs, and updates. That sounds like a win-win.

But in practice, OEMs often choose not to support these goods. This seems irrational—until you understand how OEMs are thinking.

Q22: So why don't they do it? Isn't that just lost revenue?

A22: OEMs aren't just thinking about short-term profits. They're thinking about control over the entire product ecosystem. Supporting independently imported goods may create some revenue, but it also introduces competition—and OEMs don't want that.

Here's what they're concerned about:

- If they support independently imported goods, they legitimise other suppliers.
- If documentation and software are accessible to others, independent repairers can compete with authorised ones.
- If consumers realise they can get the same product more affordably through parallel imports, OEM-authorised distributors lose leverage.

In short, support becomes a strategic risk—not a business opportunity. OEMs may make less money in the short term by refusing to support these goods, but they protect their long-term market dominance.

Q23: But what about rational business behaviour? Shouldn't they want to serve more customers?

A23: They are behaving rationally—but based on a different goal. Their objective isn't just to make money—it's to maintain control over who sells, services, and supports their products. That control allows them to:

- Enforce pricing strategies,
- Prevent third-party competition,
- Lock customers into their service networks, and
- Block out alternative supply chains.

From their perspective, allowing parallel imports to be supported chips away at that control. Even if it means turning down potential service revenue, many OEMs consider that a worthwhile trade-off.

Q24: Why can't we just trust them to do the right thing?

A24: Because they have no incentive to support competitors, and every incentive to protect their authorised channels. History has shown that OEMs will withhold data, tools, and support whenever it helps them consolidate market power.

That's why legal obligations are necessary—not to punish OEMs, but to ensure consumers aren't harmed by anti-competitive strategies and that the support ecosystem works for everyone, not just for those who buy through approved channels.

Q25: So, the issue isn't irrationality—it's strategy?

A25: Exactly. It's not that OEMs are acting irrationally. They are acting strategically. The refusal to support independently imported goods is part of a broader effort to preserve exclusive control over the market and limit consumer choice.

That's why support obligations must be clearly placed on the party that controls access: the OEM. Without legal requirement, they are unlikely to offer support voluntarily—because doing so would weaken the very structures that give them market power.