# Québec's warranty of availability: Are companies ready for October 5?

**October 03, 2025**

On September 5, 2025, the Office de la protection du consommateur (OPC) published a guidance (Guidance) on the warranty of availability of replacement parts, repair services and information necessary to maintain or repair the goods (Warranty).

The Guidance (available only in French) details how the OPC interprets the Warranty and how it expects the requirements to be implemented in practice, and details how merchants or manufacturers must disclose or disclaim it. Its contents, however, may surprise some readers, as it sometimes proposes standards that exceed what is legally required of merchants and manufacturers.

Understanding how to properly disclose and disclaim the Warranty is essential for merchants and manufacturers. Improper or incomplete disclaimers may result in obligations to repair or replace goods, pay for repairs performed by a third party, and may also lead to fines, among other possible consequences.

This Warranty, applicable to goods of a nature that requires maintenance work, was enhanced through amendments to the *Consumer Protection Act* (CPA) by both the October 2023 *Act to protect consumers from planned obsolescence and to promote the durability, repairability, and maintenance of goods* (Bill 29) and amendments to the *Regulation respecting the application of the Consumer Protection Act* (Regulation).

With this enhanced Warranty coming into force on **October 5, 2025**, this bulletin aims to assist Québec merchants and manufacturers navigating the upcoming changes and the OPC's Guidance.

## Goods covered by the Warranty

The Warranty applies to goods of a **nature that requires maintenance work** and obliges, for such goods, that replacement parts, repair services, and information necessary to maintain or repair the goods, including any diagnostic software and updates, be available for a reasonable time after the contract has been entered into. As for the information required by the Warranty, it must be available at least in French.

Both the manufacturer and the merchant who sells or leases goods to a consumer are subject to the Warranty. The definition of “manufacturer” is very broad and includes anyone who assembles, produces or processes goods, as well as importers, distributors or trademark holders without an establishment in Canada.

According to the OPC’s Guidance, the Warranty applies to both new and used goods sold by a merchant in Québec, even though the law itself does not specifically address this point.

For the purposes of the Warranty, goods **whose use may require the replacement, cleaning or updating of one of their components** are said to be of a nature that requires maintenance work. In other words, such goods are deemed to be covered by the Warranty.

While not legally binding on merchants and manufacturers, the Guidance provides additional clarity on what the OPC considers products subject to the Warranty by:

- Listing examples, such as: **A toaster, electric toothbrush, cell phone, vacuum cleaner, dishwasher, heat pump, lawnmower, automobile, electric bike, spa, computer and television**.
- Including explicitly any product that functions with **batteries, a motor, detachable parts or electronic functions** in the scope of the Warranty.

As evidenced by the list above, the OPC clearly considers the Warranty to be applicable to a **broad range of products**.

# Mandatory disclosures

Bill 29 and the Regulation oblige merchants and manufacturers to disclose, for products under the Warranty, whether they **entirely, partially or in no way** guarantee the availability of each of the elements of the Warranty, specifically, the (1) replacement parts, (2) repair services, and (3) information necessary to maintain or repair the goods.

The Regulation details how merchants and manufacturers must disclose to consumers the information related to the Warranty, noting that:

- A **manufacturer** must disclose in a **prominent and comprehensible manner, online**, whether it entirely, partially or in no way guarantees the availability of each of the three elements of the Warranty. The information must be presented in writing, in a manner that allows it to be **easily retained, printed in paper form, and, where applicable, included in their product manual**. If availability is only partially guaranteed, it must also disclose, in the same manner, the information making it possible to easily identify the replacement parts, repair services or information necessary to maintain or repair the goods, whose availability it does not guarantee.
- A **merchant** is subject to the same obligations of a manufacturer (except as to the product manual), with the disclosure having to be made **before entering into a contract**. As well, in the case of **online sales**, a merchant must also publish near the information related to the Warranty a **hyperlink** leading to the manufacturer’s disclosure information, if such a hyperlink exists.

- A **merchant**, who publishes **online** the prescribed information, **is exempt** from providing the information **before entering into a contract** with a consumer in-store, **provided it** (a) presents the information in a prominent and comprehensible manner, (b) presents the information in a way that allows the consumer to easily retain and print it in paper form, and (c) publishes, near their information, a hyperlink leading to the manufacturer's disclosure information, if such a hyperlink exists and has been disclosed by the manufacturer.

The Guidance provides examples of ways in which merchants and manufacturers can disclose such information by providing downloadable icons. The OPC, however, acknowledges that the icons are merely examples and that both merchants and manufacturers may choose whatever method suits them best.

# Significance of the Guidance

The Guidance was released with the goal of ensuring that merchants and manufacturers can respect their obligations related to the Warranty. While it is non-binding, it still provides insights on how the OPC may apply and interpret the new rules for the purpose of assessing whether merchants and manufacturers comply with the disclosure requirements related to the Warranty.

As indicated in the Guidance, merchants and manufacturers should be aware of the potentially broad application given to the definition of covered goods, which may be difficult to apply in practice.

As well, merchants and manufacturers should be cognizant of how the OPC interprets the exclusion requirements while deciding how to implement the required disclosures in-stores and online.

Complying with the Warranty requirements will be important when they come into force considering the potential repercussions for not adhering to the rules. For example, where a merchant or a manufacturer fails to make available the replacement parts, repair services or information necessary to repair goods, the consumer may request that the merchant or manufacturer repair the goods free of charge.

Last, merchants and manufacturers should be aware of other details provided for under the Guidance which have not been discussed in the bulletin, such as what constitutes a reasonably priced repair service as well as the definition of a commonly available tool to install replacement parts.

# Contact us

For further information on Bill 29, the Regulation or the OPC's Guidance, we invite you to contact the authors or the key contact listed below.

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