The Regulation respecting the language of commerce and business in Québec: Markings on products

October 02, 2024

This article is part of a three-part-series on the final version of the Regulation respecting the language of commerce and business in Québec.

Public signs, posters and commercial advertising

Contracts of adhesion

On June 26, the Québec government published the final version of the *Regulation to amend mainly the Regulation respecting the language of commerce and Business* (the Regulation), under its authority to do so as per the *Charter of the French Language* (the Charter).

The new Regulation is set to come into force on June 1, 2025, except for its provisions related to contracts of adhesion, which have already come into effect.

The Regulation will also enact new rules related to the use of French, and on the use of languages other than French, in the context of products, contracts and public signs, posters and commercial advertising.

This Bulletin discusses more specifically how the Regulation will impact products.

Markings on products

Under the Charter, the general rule is that any text (including text contained within a design trademark) appearing on a product, its container, its packaging, or any document or object supplied with it (for goods sold in the province of Québec), must be displayed in French. While text in another language is permitted, that text may not be given greater prominence than the French text.

This general rule has several exceptions, including the “trademark exception”.

Expanded definition of "recognized trademark"?

Many were surprised when the Québec government's Bill 96 included additional restrictions applicable to the use of trademarks appearing on products in a language other than French.

More specifically, Bill 96 stated that as of June 1, 2025, trademarks appearing on products would have to be registered to continue to benefit from the Charter's trademark exception. The trademark exception allows product manufacturers to avoid including a French translation of their non-French trademarks on products. However, if a French version of a non-French trademark is registered, the French must be used.

With the Regulation, the Québec government reintroduces the concept currently applicable for the purposes of the trademark exception which exempts from the general rule a "recognized trademark" under the *Trademarks Act*. Thus, as long as no French-language version of a "recognized trademark" appears on the trademarks Register, a "recognized trademark" may be displayed, even partially, in a language other than French on a product.

Noteworthy: While the notion of "recognized trademark" appears to include unregistered (common law) trademarks, as well as trademarks that are the subject of a pending application or registration, some uncertainty remains with the *Charter of the French language* as the new section governing markings on products in Bill 96 (51.1 – set to come into force on June 1, 2025) still refers to a 'registered trademark ["[d]espite section 51, on a product, a *registered* trademark within the meaning of the *Trademarks Act* (R.S.C. 1985, c.T-13) may be drawn up, even partially, only in a language other than French where no corresponding French version appears in the register kept according to that Act"].

Therefore, while "recognized trademark" should include unregistered, common law trademarks, the manner in which the OQLF will ultimately apply the Regulation and Charter in this context is unclear.

Trademark owners who opted to file trademark applications for their trademarks in English to ultimately benefit from the "recognized trademark" exception may wish to pursue the registration of their trademarks to ensure that the trademark exception to the general rule remains applicable (should a narrower interpretation of the Charter prevail).

Revised definition of "product"

The definition of "product" has been broadened to encompass a product's container, its wrapper as well as any document or object supplied with it. This is the same definition that was referenced in the version of the draft regulation published in January 2024.

Revised definition of description and generic

Although the Regulation will allow for recognized trademarks in a language other than French to be displayed on products, business owners will also need to pay attention to the wording comprising recognized trademarks. As of June 1, 2025, any generic term or

description of the product contained within a recognized trademark will also need to appear in French on the product.

While the draft regulation published in January 2024 included definitions (or an explanation) of the terms “generic” and “descriptive”, the Regulation now confirms the meaning to be ascribed to these terms as follows:

> *Description*: refers to one or more words describing the **characteristics** of a product, excluding the name of an enterprise and the name of the product as sold.
>
> *Generic*: refers to one or more words describing the **nature** of a product, excluding the name of an enterprise and the name of the product as sold.

Noteworthy: Compared to the draft regulation published in January 2024, the Regulation explicitly excludes the name of an enterprise (i.e., a business or trade name, or corporate name) as well as “the name of the product as sold” from the abovementioned definitions. The Regulation also provides that designations of origin as well as distinctive names of a cultural nature are excluded from these definitions. These new definitions should be appreciated by entities whose business name contains descriptive or generic terms, as depicted in the example below (provided by the Québec government in support of the draft regulation):



As can be seen from the above example, while the scent (pear and lavender) and properties (kills 99 per cent of bacteria and deeply moisturizes) have been translated, the term BESTSOAP, which is considered to be the “name of the product as sold”, does not require translation. Based on the foregoing, businesses with generic or descriptive trademarks in a language other than French will not be required to translate a non-French trademark on a product if the trademark is the “name of the product as sold”. This additional requirement, however, will likely prevent businesses from successfully taking the position that entire labels are trademarks in order to benefit from the exception and avoid translating the label (as the remaining descriptive information does require translation).

The Québec government recently published an additional example which confirms its desire to prevent entire labels from being considered as a “recognized trademark”, as can be seen from the below:

Example 1

Example 2

Whereas the product packaging in Example 1 is compliant with the current regulation because the entire label is registered as a trademark, it will no longer be compliant as of June 1, 2025. “Toothpaste”, “Whitening”, “Gum care”, “Mint flavor”, “Main active ingredient: fluorine” and “Dentists trust this product” are considered either generic

and/or descriptive terms contained within the trademark and will thus need to be translated into French. As of June 1, 2025, all such generic and/or descriptive terms will need to appear on French on the product or any medium permanently attached to the product, as is apparent from Example 2. As for the element “HAPPY TEETH”, as it is considered to be the name of the product it will not require translation after June 1, 2025.

Phase-out period

The Regulation allows any business to distribute, lease, offer for sale or otherwise offer on the market products that are not compliant with the new French language requirements (i.e., with the amended Charter and the Regulation), provided that the products in question were (i) manufactured before June 1, 2025, and that no (ii) French version of the trademark appearing on the product in question was registered as of June 26, 2024. How the OQLF may, in practice, verify the date of manufacture of certain products remains unclear.

Noteworthy: The Regulation also extends the phase-out period for products manufactured between June 1, 2025 and Dec. 31, 2025 where those products are subject to the new labelling standards provided by the *Regulation Amending the Food and Drug Regulations (Nutrition Symbols, Other Labelling Provisions, Vitamin D and Hydrogenated Fats and Oils)* or the *Regulation Amending the Food and Drug Regulations and the Cannabis Regulations*. As such, businesses that manufacture goods subject to these labelling standards will benefit from an additional six months and will be permitted to sell-off any non-compliant goods manufactured prior to Dec. 31, 2025 until June 1, 2027.

Important Omission – Inscriptions Engraved on Products

The draft regulation proposed to require inscriptions which are necessary for the use of a product (on/off buttons, for example) to be in French, even when engraved, baked, inlaid, riveted, welded or embossed, in a permanent manner on the product. Further to significant concerns raised by stakeholders, this new requirement was removed from the final version of the Regulation.

However, the Québec government has indicated that the issue was only temporarily tabled to further analyze the issue. Therefore, there remains a possibility that the government will revisit this question in the future.

BLG’s Intellectual Property Group has knowledge and experience in all matters related to the Regulation respecting the language of commerce and business in Québec and markings on products. If you have any questions related to the Regulation respecting the language of commerce and business, please reach out to any of the authors or key contacts below.

By

Kathleen Lemieux, Gabriel St-Laurent

Expertise

Intellectual Property

BLG | Canada's Law Firm

As the largest, truly full-service Canadian law firm, Borden Ladner Gervais LLP (BLG) delivers practical legal advice for domestic and international clients across more practices and industries than any Canadian firm. With over 800 lawyers, intellectual property agents and other professionals, BLG serves the legal needs of businesses and institutions across Canada and beyond – from M&A and capital markets, to disputes, financing, and trademark & patent registration.

blg.com

BLG Offices

Calgary

Centennial Place, East Tower
520 3rd Avenue S.W.
Calgary, AB, Canada
T2P 0R3

T 403.232.9500
F 403.266.1395

Ottawa

World Exchange Plaza
100 Queen Street
Ottawa, ON, Canada
K1P 1J9

T 613.237.5160
F 613.230.8842

Vancouver

1200 Waterfront Centre
200 Burrard Street
Vancouver, BC, Canada
V7X 1T2

T 604.687.5744
F 604.687.1415

Montréal

1000 De La Gauchetière Street West
Suite 900
Montréal, QC, Canada
H3B 5H4

T 514.954.2555
F 514.879.9015

Toronto

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada
M5H 4E3

T 416.367.6000
F 416.367.6749

The information contained herein is of a general nature and is not intended to constitute legal advice, a complete statement of the law, or an opinion on any subject. No one should act upon it or refrain from acting without a thorough examination of the law after the facts of a specific situation are considered. You are urged to consult your legal adviser in cases of specific questions or concerns. BLG does not warrant or guarantee the accuracy, currency or completeness of this publication. No part of this publication may be reproduced without prior written permission of Borden Ladner Gervais LLP. If this publication was sent to you by BLG and you do not wish to receive further publications from BLG, you may ask to remove your contact information from our mailing lists by emailing unsubscribe@blg.com or manage your subscription preferences at blg.com/MyPreferences. If you feel you have received this message in error please contact communications@blg.com. BLG's privacy policy for publications may be found at blg.com/en/privacy.

© 2026 Borden Ladner Gervais LLP. Borden Ladner Gervais LLP is an Ontario Limited Liability Partnership.