



**Webinar
Summary:**
Quebec Bill 96,
*“An Act
respecting
French, the
official and
common
language of
Québec”*

NMMA CANADA[®]

National Marine Manufacturers Association

Executive Summary

Webinar: Understanding Québec's Bill 96 and Its Impact on the Marine Industry

Hosted by: NMMA Canada

Presenter: Alexandre Fallon, Partner, Osler, Montreal

Audience: NMMA Canada & NMMA members, industry partners

Date: May 30, 2025

Recording: [NMMA Canada - Webinar Quebec's Bill 96 explained-20250530 150026-Meeting Recording.mp4](#)

Documents included in this package:

- Overview & Key Takeaways
- Checklist for NMMA Members Selling into Québec
- What You Should Do Now
- Detailed Q&A Summary
- Slide Deck (attached in email)

Overview

With Québec's **Bill 96** set to be fully enforced beginning **June 1, 2025**, NMMA Canada organized a legal webinar to help both Canadian and U.S. marine manufacturers, distributors, and dealers understand how recent updates to Québec's **Charter of the French Language** may impact their operations.

Bill 96 is not a new law—rather, it builds upon the Charter of the French Language, originally enacted in 1977. The recent regulatory changes, adopted in 2024, amend the **Regulation respecting the language of commerce and business** and introduce **stricter compliance requirements** for businesses selling into Québec. These new rules do not replace the Charter, but significantly **reinforce and expand its application**, particularly in the areas of product labeling, customer service, digital content, and contractual communication.

Importantly, enforcement will now be **more active and consumer complaint driven**. As highlighted by **Alexandre Fallon**, Partner at **Osler** and lead counsel during the session, the enforcement process typically begins with a consumer complaint or regulator inquiry, followed by a **demand letter**, potential **compliance order**, and ultimately **finances or legal action** if issues remain unresolved.

The session provided a detailed and practical breakdown of how companies must adapt product labeling, manuals, packaging, sales contracts, digital tools, and customer communications to comply with Québec's updated language requirements. The law applies not only to businesses based in Québec, but to **any company—domestic or international—whose products are sold, distributed, or marketed to consumers in the province**.

Key Takeaways

1. Jurisdiction: Sales in Québec Trigger Compliance

- Bill 96 applies to all products **sold or marketed in Québec**, regardless of the manufacturer's location.
- **U.S. and Canadian companies outside Québec** are still subject to the law if their products reach Québec consumers—even through platforms like Amazon or independent dealers.
- Manufacturers should include **contractual clauses prohibiting resale into Québec** if their products are not compliant.

2. Product Markings, Manuals, and Safety Labels

- All **visible safety labels, inscriptions, manuals, and warranties** must be provided in **French** if the product is sold in Québec.
- **Exceptions:**
 - Permanently engraved, embossed, riveted, or welded safety inscriptions do **not** require translation.
 - **Repair parts** that are not offered at retail and not visible to the user are **exempt**.
 - If a component (e.g., bilge pump) comes with a manual that is provided to the customer, it must be translated.
 - **Optional or supplemental documentation** (e.g., add-on install guides, extended warranties) must also be translated if provided to the customer.

3. Trademarks and Generic Terms

- Trademarks are exempt from translation **only if** they are:
 - Registered or legally recognized (common law trademarks); **and**
 - Do **not** include generic or descriptive terms that explain the **nature or characteristics** of the product.
- Logos containing generic terms (e.g., "Parts & Accessories") may need to be translated unless clearly part of the company or product name.
- The **French version must not be smaller** or less prominent than the English version.

4. Customer-Facing Communications & Digital Presence

- All customer communication materials—**websites, brochures, manuals, emails, service portals, live chat, etc.**—must be in French if targeting Québec.
- Websites **do not need e-commerce** features to trigger compliance.
- Geofencing Québec visitors from English-only sites is **not recommended**; instead, create a **Québec-specific site or experience**.
- **Technician training and service portals** must be in French if accessed by Québec-based staff or dealers.

5. Digital Interfaces, Software & Screens

- There is **no legal requirement** to translate digital gauges, onboard interfaces, apps, or dashboards.
- However, **if** a French version is offered, it must be **equivalent in quality and completeness** to the English version.

6. Contracts, Warranties, and Adhesion Agreements

- As of **July 11, 2024**, **contracts of adhesion** (standard terms and conditions) must be available in **French** before acceptance by the customer.
- This applies to **warranties, service agreements, disclaimers**, and any other contract shared with Québec customers.

7. Compliance, Enforcement, and Penalties

- Fines range from **\$3,000 to \$30,000 per offence**, with increased penalties for repeat violations.
- Each **day of non-compliance** is treated as a **separate offence**.
- The enforcement process is typically **consumer-complaint-driven** and includes an opportunity to respond before penalties are imposed.
- The **Office Québécois de la langue française (OQLF)** leads investigations and enforcement.

Checklist for NMMA Members Selling into Québec

Area	Compliance Requirement
Product Labels & Safety Inscriptions	Must be in French if visible to end-user; permanent inscriptions (embossed, engraved) may be exempt
Packaging	French translation required for any labeling or markings seen by end-user
User Manuals & Warranties	Must be in French if provided to Québec consumers
Repair Parts	Translation not required if not sold at retail and not visible
Optional/Add-On Materials	Must be translated if provided to end-user
Websites (Consumer & Dealer)	Must be available in French if accessible to Québec residents
Customer Service (Phone, Chat, Email)	Must offer French service if directed at Québec clients
Trademarks	Exempt only if registered/recognized and not generic/descriptive
Training Platforms & Technician Tools	Must be in French if used by Québec-based personnel
Contracts	Adhesion contracts must be presented in French before acceptance (starting July 11, 2024)
Product Distribution Agreements	Contracts should include “no sale to Québec” clause if product is non-compliant
Logos with Text	May require French if including descriptive terms
Emission Labels or IP Notices	“Patent Number” or certification labels are exempt if part of international commercial norms

What You Should Do Now

- ✓ **Review your inventory and product documentation** for compliance
- ✓ **Audit your websites and digital tools** for Québec accessibility
- ✓ **Work with legal counsel** to update contracts and distributor terms
- ✓ **Translate required content** before June 1, 2025
- ✓ **Develop a French customer service plan** if selling into Québec
- ✓ **Consider a Québec-specific web presence** instead of relying on geofencing

Question and Answers

1. Applicability of Bill 96 Based on Sales and Distribution

Q: Does Bill 96 apply if a manufacturer does not sell into Quebec and only supplies to dealers in other provinces (e.g., Ontario, BC)?

A: No, but manufacturers should include terms of sale that explicitly prohibit resale into Quebec if products are not compliant.

Q: Who holds compliance liability if dealers outside Quebec sell to customers in Quebec—the dealer or the manufacturer?

A: Both. Manufacturers should include contractual protections to avoid liability and seek recourse from dealers.

Q: If a customer lives outside Quebec but uses the product in Quebec, does Bill 96 still apply?

A: No. Compliance is based on the location of sale, not usage.

Q: Does Bill 96 apply if a product is sold by a distributor outside Quebec but ends up being used there (e.g., via Amazon)?

A: Yes. Compliance is required. Terms of sale should prevent unauthorized Quebec resale.

Q: How does Bill 96 affect U.S. companies with no physical presence in Quebec that sell via independent dealers?

A: The law applies regardless of presence if the product is ultimately sold in Quebec.

Q: Are products shipped into Quebec from distributors elsewhere considered non-compliant under Bill 96?

A: Yes, unless contractual provisions restrict the distributor from reselling in Quebec.

2. Product Markings, Packaging, and Manuals

Q: Who is responsible for labeling on engines/components not meant for Quebec but that end up there?

A: The manufacturer is liable but may have recourse against a distributor or dealer via contract.

Q: If a component or engine is used in a boat outside Quebec and the final product is sold or used in Quebec, do labels/manuals need to be translated?

A: Visible safety labels must be in French. Manuals provided to the end user must also be in French.

Q: Are repair parts exempt from translation?

A: Yes, if they are not available for retail sale and not visible to users.

Q: If a component like a bilge pump is included in a boat, do its manuals need translation?

A: Yes, if the manual is remitted to the customer.

Q: Do optional manuals or add-on documentation need to be translated?

A: Yes, if provided to the customer.

Q: Is translation required for emissions control labels and serial number information shown in the manual only?

A: No. If such information appears on the product itself, it must also be translated directly or via decals in the manual.

Q: Does the “ULTRA LOW EMISSIONS” star mark label require translation if it's not a Canadian trademark?

A: Certification marks are generally exempt, but this depends on visual context and whether the term is part of the trademark.

3. Product Markings, Packaging & Trademarks

Q: Must logos with English terms like “Parts & Accessories” be translated into French?

A: Only if those terms describe the product and are not part of the company or product name. Font sizes must be equal.

Q: For a product like the Infinity Power Step Platform with a trademark and “Patent #,” does the logo need to be translated?

A: No. Trademarks and patent identifiers are exempt under international norms.

4. Language Requirements for Customer-Facing Communication

Q: Are French labels required for all components, even small accessories?

A: Yes, if the labels are visible to the user.

Q: Do websites, social media, brochures, and emails need to be in French if the product is marketed in Quebec?

A: Yes. Any platform directed at Quebec residents must be in French.

Q: Must customer support (phone, email, chat) be available in French? Can this be fulfilled by a local dealer team?

A: Yes. Support must be offered in French. Local dealers can be used to fulfill this obligation.

Q: Do consumer-facing websites need to be translated into French?

A: Yes, if they are accessible or directed to Quebec residents.

Q: Does a dealer parts ordering site need to be translated?

A: Yes, if Quebec dealers can access and use it.

Q: Does online service technician training need to be in French?

A: Yes, if technicians in Quebec are intended users.

Q: Can we use geofencing to block Quebec traffic from our website to avoid translation?

A: Yes, but it is not a best practice. It is better to build a separate, compliant Quebec-specific site.

5. Digital Tools and Software Interfaces

Q: Are digital gauges, dashboards, or screens required to be in French?

A: No. There is no legal requirement unless a translation is offered—then it must be complete and equal.

Q: What are translation requirements for technician tools and portals used in Quebec (e.g., diagnostics, logging)?

A: No translation required unless offered. Portals intended for Quebec use must be in French.

6. Packaging and International Labeling

Q: Our engines include California Proposition 65 notices. Do these require French translation for Quebec?

A: No, if the notices are specific to U.S. regulations. If visible to the end user, the rest of the packaging should be bilingual.

Q: If engine packaging is only used for transportation and is not seen by customers, does it need to be bilingual?

A: No.

7. Replacement Products and Exemptions

Q: Are bobtail or complete engines shipped as replacements exempt from translation?

A: Yes, if used in repair operations.

Q: Is it correct that we don't need to translate manuals, decals, or hang tags until 2027?

A: No. Translation is already required. The only exception until 2027 is for trademark terms describing the product (not company/product names), assuming existing inventory.

8. Compliance, Enforcement, and Legal Overlap

Q: What is the process for enforcement under Bill 96?

A:

1. Demand letter issued after complaint.
2. 30-day window for response or compliance plan.
3. Notice of intent to issue order.
4. 30-day comment period.
5. If unresolved, compliance order issued (appealable).
6. Continued non-compliance leads to prosecution and fines.

Q: Are penalties issued per product, per day, or per offence?

A: Per offence. Each day of non-compliance may be treated as a separate offence.

Q: Does Bill 96 override Transport Canada SOR 2010-91 on safety labels or ABYC T-5?

A: No. It complements federal law by expanding scope to include French on all inscriptions unless permanently affixed.

Q: Does Bill 96 replace all prior language laws in Quebec?

A: No. It amends the Charter of the French Language. Existing requirements still apply.



Thank you for attending our Webinar on Québec's Bill 96: "*An Act respecting French, the official and common language of Québec*".

NMMA Canada remains committed to protecting and expanding the recreational boating sector and this is made possible by our membership's participation in events like this one.

For questions or to request additional guidance, please contact:

Patrick Pereira

Senior Manager, Government Relations – NMMA Canada

 ppereira@nmma.org

Marie-France MacKinnon

Executive Director – NMMA Canada

 mmackinnon@nmma.org

We thank our partners at [ACVLQ](#) (*Association des Concessionnaires de Véhicules de Loisirs du Québec*) for making this webinar possible and for Alexandre Fallon and [Osler](#) for their insights and commitment to helping our industry navigate Bill 96 with clarity and confidence.