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TO OUR CLIENTS:

**DO YOU SELL PRODUCTS IN CANADA THAT MAY END UP IN FRENCH CANADA?**

**Selling Products in French Canada**

While Canada has two official languages, the province of Quebec has specific requirements for products sold in Quebec, namely, that these products must comply with French language laws. The enforcing body, the Office Québécois de la langue Française (the Quebec office of the French Language) requires that retailers, manufacturers and distributors ensure that all inscriptions on products, product packaging and documents accompanied with the products, advertisements, catalogs and displays for products that are sold in Quebec comply with the French language laws. The penalties for non-compliance can be severe.

**Products that must be in compliance**

While the office describes a broad list of goods, namely, general consumer goods, computers, consumer electronics, pharmaceuticals, cosmetics, chemicals, plastics, metal products and tooling, as those requiring compliance, it is advisable that whenever possible, to comply for all goods that may be sold in Quebec.

**Compliance**

Quebec's language law requires that the following comply with the law:

**1. Product Labeling**

Product labeling includes the inscriptions on the actual product, the containers, packaging, and accompanying documentation (instructions, warranty information, sales support material, rebate coupons, installation and maintenance instructions). French is mandatory on these products, and may be used alongside English as long as equivalent in text size to the English version.

**2. Advertising Materials (Commercial Documentation)**

Commercial documentation includes printed advertising such as pamphlets, catalogs, and commercial directories. These must be in French, and English is permitted as long as it is equivalent in text size to the French.

**3. Signs and displays (Commercial Signs)**

Promotional signs and displays are used to attract attention to the products in store, alongside the product. When these are used at business locations in Quebec, they must be in French. English may be used alongside the French; however, on commercial signs and displays, French must be predominant, which means it must have a greater visual impact.

**4. Computer Software and Games**

Unless a French version of the software exists, you can sell the English version. If a French version exists, then you must sell the French version and you may also sell the English version as long as

the French version is available under equal conditions. Even if the French version does not exist, the English version must comply with the above rules for product labeling, advertising and materials and commercial signs.

### **Penalties**

The Office Quebecois de la langue Française does general inspections on products and also follows up on consumer complaints. The penalties for non-compliance with the language requirements include having the products pulled from store shelves, requiring relabeling of the products and the possibility of fines ranging from \$250 - \$7,000 Canadian.

### **Exceptions to the Law**

The only exception to the translation requirements are for trademarks registered with the Canadian trademark office. A trademark registered with the Canadian trademark office does not have to be translated into French. It should be noted that trademarks that have been applied for and are currently pending in the Canadian trademark office are not exempt from the translation requirement. Therefore, a company selling, distributing or manufacturing products in French Canada should promptly apply for trademark protection. There is no requirement that trademarks be filed in French.

### **A Brief Overview of Trademark Registration in Canada**

Unlike in the US, a trademark application in Canada does not require a per class fee, giving a company more liberty in the protection of its goods and/or services. A Canadian trademark may take eighteen (18) to thirty (30) months to register, and this may be less for an application based on either current use in Canada or a registration in the United States. A carefully crafted application can sometimes yield a faster registration. The renewal term is every fifteen (15) years, making it a less expensive but worthwhile investment.

### **Conclusion**

A registered Canada trademark can take away the burden of having to translate your English Language trademarks into French, and to be able to accrue valuable goodwill in your English language trademark. If you are planning on marketing or selling products in Quebec, prompt application for a Canadian trademark is the way to go. Should need to discuss further on securing a Canadian trademark registration, please contact Gloria Tsui-Yip who is a Registered Canadian trademark agent.

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