

Summary of requirements applicable to contracts and commercial documents

Document type	Language(s) in which the document and related documents were written	Possible sanctions in case of breach	Coming into force
Contracts of adhesion (except as noted below)	<p>French: Required.</p> <p>Other language: On condition of an express wish of the parties, after delivery of the French version to the adherent.</p> <p>Docs: Usually in French. If there is an express wish of the parties to be bound by the version of the contract in another language, the documents may be drawn up exclusively in this other language.</p>	<p>Contract may be declared void at the request of the adherent, unless the defendant demonstrates the absence of harm.¹</p> <p>Damages or Equivalent Reduction of Participant's Obligation.²</p> <p>Order of the OQLF³ and potential fine.⁴</p>	One (1) year after the date of Royal Assent of the Act (June 1, 2022).
<p>Exempt contracts of adhesion:</p> <ul style="list-style-type: none"> • Loan contracts; • Financial contracts whose purpose is to manage financial risks⁵; • Contracts entered into by a person or company carrying out the activities of a clearing house; • Contracts entered into on a platform for trading a derivative instrument, a security or another movable property;⁶ • Insurance policies, under certain specific conditions;⁷ • Contracts used in relations outside Québec.⁸ 	<p>French: In principle.</p> <p>Other language: Subject to the express will of the parties.</p> <p>Docs: Usually in French. If there is an express wish of the parties to draw up the contract in another language, the documents may be written exclusively in that other language.</p>	<p>Order of the OQLF⁹ and potential fine.¹⁰</p> <p>No civil penalties.</p>	One (1) year after the date of Royal Assent of the Act (June 1, 2023).

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Contracts containing standard clauses and not being contracts of adhesion	<p>French: In principle.</p> <p>Other language: Subject to the express will of the parties.</p> <p>Docs: Usually in French. If there is an express wish of the parties to draw up the contract in another language, the documents may be written exclusively in that other language.</p>	<p>Order of the OQLF¹¹ and potential fine.¹²</p> <p>No civil penalties.</p>	One (1) year after the date of Royal Assent of the Act (June 1, 2023).
Consumer contracts	<p>French: Required.</p> <p>Other language: On condition of an express wish of the parties, after delivery of the French version to the consumer.</p> <p>Docs: Usually in French. If the version of the contract in another language has been signed by the parties, the documents may be drawn up exclusively in this other language.</p>	See the CPA.	One (1) year after the date of Royal Assent of the Act (June 1, 2023).
Catalogues, brochures, folders, commercial directories, order forms and any other document of the same nature ¹³	<p>French: Required.</p> <p>Other language: Provided that the French version is accessible on terms which are at least as favorable.</p>	Order of the OQLF ¹⁴ and potential fine. ¹⁵	As of the date of Royal Assent of the Act (June 1, 2022).
Invoices, receipts, acquittances and other documents of the same nature ¹⁶	<p>French: Required.</p> <p>Other language: Provided that the French version is accessible on terms which are at least as favorable.</p>	Order of the OQLF ¹⁷ and potential fine. ¹⁸	As of the date of Royal Assent of the Act (June 1, 2022).

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¹ Art. 204.17 and 204.20 of the Charter (added by art. 114 of the Act).

² Art. 204.19 of the Charter (added by art. 114 of the Act).

³ Art. 177 of the Charter (added by art. 113 of the Act).

⁴ Art. 205 of the Charter (added by art. 114 of the Act).

⁵ Examples of such contracts are listed in the Act.

⁶ In the case of a contract allowing the negotiation of “other movable property”, the Act specifies that it must not be a consumer contract.

⁷ These conditions are specified in the Act.

⁸ The scope of this exception remains ambiguous, in the absence of a clarification in the Act in this regard.

⁹ Art. 177 of the Charter (added by art. 113 of the Act).

¹⁰ Art. 205 of the Charter (added by art. 114 of the Act).

¹¹ Art. 177 of the Charter (added by art. 113 of the Act).

¹² Art. 205 of the Charter (added by art. 114 of the Act).

¹³ Insofar as these documents are not related to a contract of adhesion, to a contract containing standard clauses and not being a contract of adhesion, or to a consumer contract.

¹⁴ Art. 177 of the Charter (added by art. 113 of the Act).

¹⁵ Art. 205 of the Charter (added by art 114 of the Act).

¹⁶ Insofar as these documents are not related to a contract of adhesion, to a contract containing standard clauses and not being a contract of adhesion, or to a consumer contract.

¹⁷ Art. 177 of the Charter (added by art. 113 of the Act).

¹⁸ Art. 205 of the Charter (added by art. 114 of the Act).