

**Article entitled:**

**The Principle of the Right to Information and Its Relationship to the Guarantees  
Granted to the Consumer during Economic and Commercial Events**

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**Abstract:**

The right to information, as a general legal principle, finds its framework in many fields, particularly those related to trade and economics, through the necessity of observing this right within the framework of consumer protection under legal rules, especially in contexts that witness commercial exchanges and economic and commercial offers in which the forms of goods and merchandise displayed are numerous, including manufactured and semi-manufactured goods, as well as others unfamiliar to the ordinary consumer due to the presence of modern technological elements that have transformed the nature of the product, commodity, or merchandise offered for sale or marketing by the economic operator, whether national or foreign.

The importance of the right to inform consumers—whether ordinary or professional—increases with the diversity and scope of attraction of economic or commercial events to participating countries, since the consumer, investor, or advertising and marketing companies retain their legal rights and guarantees to information prior to concluding various contracts (sale, transport, advertising, marketing, distribution, etc.). Therefore, the right to information as a consumer guarantee strongly asserts itself during the organization of economic and commercial events and becomes even more important when the event is international and more specialized.

**Keywords:**– Right to information– Consumers– Economic events– Product conformity

**Introduction:**

The nature of goods and services has become characterized by risk and complex technical composition, which has resulted in concern on the part of individuals and economic operators in particular, whether natural or legal persons, regarding products. As a result, they are no longer satisfied with questioning general characteristics to protect their consent, but rather extend their

inquiry to technical specifications in order to achieve calm and continuous benefit from the product, and secondly, to ensure that it does not threaten bodily safety or the security of property. Achieving this is done through informing them about the product. In light of the current developments in the economic arena and as a result of the repercussions of market liberalization, an imbalanced structure has emerged in the contractual field and among operators, as is the case in the relationship between exhibitors of products, goods, and merchandise on the occasion of organizing fairs, exhibitions, and economic and commercial events, and economic operators such as commercial companies, advertising companies, and transport and distribution institutions. Contractual financial relationships were also not excluded, and in many contracts the contracting parties no longer enjoy equal positions in the balance of economic power.

The general rules have referred to such a situation exceptionally—despite being prevalent today—and termed them adhesion contracts<sup>(1)</sup>, whereby one of the contracting parties, the offeror, unilaterally sets the contract terms, leaving the other party with no option but to accept or reject them without discussion.

Even if there has been doctrinal debate regarding the adoption of the term “contract” in such cases—some jurists, particularly public law scholars, denying the contractual nature of such acts and calling for stripping them of this designation on the grounds that a contract requires bargaining and discussion between the parties on its terms, thereby ensuring equality and equivalence—this side of jurisprudence preferred calling adhesion contracts a “system.” However, the majority of civil law scholars considered them contracts, even if the wills of the parties are not equal<sup>(2)</sup>, since offer and acceptance exist, especially the latter, which constitutes acceptance of the terms imposed by the offeror upon submission thereto, and thus involves consent, granting the right to challenge them when they are unfair, as stated in Article 110 of the Algerian Civil Code.

Information, as a right, thus imposes itself as a legal guarantee between the producer and the consumer and every intermediary in the consumer relationship, if the latter is viewed as the foundation of economic movement and the means of its development.

The issue of the right to inform consumers—whether ordinary or professional—and regardless of the context or field of dealing, whether daily and ordinary or framed in the form of an event, fair, or exhibition for a limited period, raises many legal issues that economic operators, consumers, and producers must know and comply with. What, then, is the content of the right to information under consumer protection rules in connection with contracts concluded between economic operators during economic and commercial events?

In this modest article, we will address the content of this right through two guarantees whose close connection we see with the set of contracts that may be concluded on the occasion of organizing economic or commercial events, even though the same legal rules and guarantees apply outside economic and commercial activities in general, within what is termed consumer protection rules and guarantees.

### **1. The Right to Information and the Guarantee of Safety and Health:**

Consumer protection law imposes, as a whole, a general obligation on the professional seller, namely the guarantee of safety. This obligation has taken the lion's share of the various legal texts relating to consumer protection and is a natural consequence of the right to information. This legal guarantee is embodied through preventive legal measures related to consumer safety and health, as well as through procedures ensuring the conformity of products and services with specifications and legal standards.

### **1.1. Preventive Legal Measures Related to Consumer Safety:**

By referring to the provisions of Law No. 09/03 relating to consumer protection and the suppression of fraud, as amended and supplemented, it appears that this general obligation to guarantee safety and health is a new guarantee and cannot be compared with the contractual obligation of safety. The latter merely obliges the repair of damage resulting from the product, unlike the guarantee provided for in Article 02 of the Consumer Protection Law, which aims to ensure protection against risks. On the other hand, the contractual obligation of safety applies generally to all users regardless of their status as consumers or otherwise, whereas the guarantee of safety and health provided for in Article 02 considers the contracting party as a consumer in order to benefit from this guarantee(3).

What is understood from the provisions of the Consumer Protection Law and the aforementioned articles is that the product—whether a tangible item or a service and regardless of its nature—must be provided with guarantees against all risks in order to comply with the general obligation to guarantee safety and health.

The rules of consumer protection have made consumer health and safety among the top priorities and key objectives to be achieved, thus embodying the principle of protecting public health and safety known in public law. The indication of information on the product or commodity is legally mandatory, firstly to protect the consumer's right to information and assist them in acquiring the product, and secondly to guarantee their safety and health by informing them of the nature of the product. Any agreement to the contrary of this obligation is therefore impermissible.

Decree No. 91-04 concerning materials intended to come into contact with foodstuffs and products for cleaning such materials prohibits the sale, production, importation, and possession for sale of materials intended to be in contact with foodstuffs that do not comply with good production techniques and which, under normal conditions of use, may threaten human health and safety(4).

This text applies specifically to all equipment, materials, tools, or other manufactured items intended to come into contact with foodstuffs, whether in their use or application. Any violation of this text is punishable in accordance with the provisions of the Consumer Protection Law referred to above.

In general, all these legal texts relating to consumer protection, whether old or recent, explicitly or implicitly agree on linking the guarantee of consumer safety and health to the principle of the right to information from the consumer's perspective as an obligation on the professional seller. Consumer protection rules have consecrated this obligation and placed it upon the professional in favor of the consumer, since the professional possesses precise knowledge and

expertise regarding the product to be sold and contracted upon, making them logically the primary party responsible for guaranteeing it to the acquirer, whether an ordinary consumer or an economic operator(5).

## **1.2. Conformity of the Product with Legal Standards and Specifications:**

In recent years, Algeria has encouraged private investment and market entry, allowing the spread of various and diverse products, which often lack clear origin of production or manufacture—something the consumer wishes to verify through information. Moreover, these products pose a risk to consumer health on one hand and to their safety on the other, and thus to their overall well-being. Since these products do not conform to legal specifications, the Consumer Protection Law has identified the basic parties responsible for ensuring conformity. Article 17 of Law No. 09/03 relating to consumer protection and the suppression of fraud obliges every stakeholder to inform the consumer of all information related to the product through labeling, marking, or any other means(6).

Labeling thus becomes the most important and effective means of informing the consumer and ensuring their safety at the same time. Advertising contributes to information, but without objective consideration for consumer safety, as its primary function is to promote a specific product. Even if labeling mainly concerns the domestic market and locally produced goods, the consumer now faces a wide variety of foreign products, which may be equally or more dangerous, especially during economic events, fairs, and exhibitions. Therefore, ensuring product conformity with legal standards and specifications constitutes a guarantee of consumer safety and health in its broad sense, encompassing individuals, institutions, and companies.

Since economic activity and commercial exchange necessitate import and export and the entry of foreign products into the country, consumer protection law does not exempt imported products from conformity procedures. A product may not be offered for consumption until it has been made compliant at the importer's expense and responsibility, who bears the associated risks, without prejudice to applicable legislative and regulatory provisions. This reflects the legislator's intent to ensure consumer safety and health in the face of the influx of foreign products by requiring standards and specifications for all products offered for consumption(7). As a result, the law relating to standardization and the executive decree on the national system of legal metrology were issued. Standardization refers to the activity of establishing provisions for common and repeated use to address real social problems, with the aim of achieving an optimal degree of organization within a specific framework(8).

This law defined the technical and standard characteristics required for products and/or services, the recognition through certificates of conformity, the classification of standards in Algeria, and the procedures for administrative and public investigation(9). Standards and specifications aim to ensure product quality for the benefit of the consumer and to safeguard their safety. The Algerian legislator required Algerian standards to conform to international standards in order to improve the performance of Algerian institutions and the quality of their products through compliance with international specifications.

### **1.2.1. Legal Standards**

#### **– Technical Characteristics:**

These refer to the document specifying the technical characteristics required for a product, such as quality level, safety, dimensions, testing methods, packaging, labeling systems, and documentation. The technical document relies on the preparation of a technical file defining the nature of the product, the production equipment, or the activity context of the accreditation applicant, the quality manual, and work procedures. The technical sectoral committee examines the application through field investigation based on submitted documentation in accordance with ISO 8402 standards. The accreditation application file is sent to the Algerian Accreditation Council, which forwards it to the minister in charge of standardization along with its legally reasoned conclusions within ninety (90) days from receipt. Accreditation is registered with the ministry, assigned a registration number and validity period indicated on the certificate(10).

#### – **Standard Specifications:**

These refer to technical characteristics or any publicly available document prepared through cooperation and consensus among concerned parties, based on scientific, technological, and experiential results, aiming to achieve the public interest, and approved by a recognized body to protect it from imitation or piracy. This enables the manufacture, use, marketing, or possession of the product by its rightful owner(11).

#### – **Certification of Conformity:**

This is the process by which conformity is recognized through a certificate or mark indicating that a product complies with specifications or technical characteristics as defined by standardization law, particularly Article 2 thereof. Certification aims to prove or deny the conformity of locally produced or imported materials with approved standards and legal and regulatory specifications. The Algerian legislator has required producers and stakeholders involved in the production, importation, and distribution of foodstuffs and industrial products to conduct quality analyses and conformity controls before offering them for consumption, either directly or through authorized entities. Certification is granted by the competent authority(12).

### **1.2.2. Regulatory Specifications**

#### – **Algerian Specifications:**

These include units of measurement, product form, composition, dimensions, physical and chemical properties, terminology, symbolic representation, calculation, testing, calibration, measurement, safety, health, protection of life, labeling, and methods of use. They encompass approved and registered specifications relating to standardization(13).

#### – **Enterprise Specifications:**

Enterprise specifications are developed at the initiative of the concerned enterprise based on its specific characteristics. They address areas not covered by Algerian specifications or provide greater detail where such specifications exist. A copy of enterprise standards must be deposited with the standardization authority, which is empowered to conduct investigations with public and private operators to obtain the necessary information, ultimately benefiting the consumer(14).

## **2. The Right to Information and the Guarantee of Product Fitness for Use and the Right to Test It:**

Any acquirer of a product—whether a device, tool, machine, equipment, or other items—benefits by law from a guarantee whose duration depends on the nature of the product. This guarantee may extend to service performance, with its application and duration determined by regulation where necessary. Any clause excluding the guarantee is considered null and void(15).

Through consumer protection and anti-fraud laws, the legislator sought to address consumer concerns regarding the technological, biological, scientific, and technical nature of products, answering the simple question: can the device perform its intended function, and for how long? This reinforces the consumer's right to information by informing them of the product's fitness for use and duration of service, ensuring reassurance regarding its performance and granting the right to test it. Thus, this guarantee has two aspects: fitness for use and the right to testing, which will be addressed below.

### **2.1. Guarantee of Fitness for Use:**

Initially, the right to information regarding product fitness for use is found within the general rules of the Algerian Civil Code, where such a guarantee constitutes an agreed extension of warranty between seller and buyer. The seller is not bound by this guarantee unless stipulated by the buyer and accepted by the seller; thus, under general rules, it is contractual and based on the parties' will(16).

However, an examination of consumer protection and anti-fraud laws reveals that the guarantee of fitness for use is not governed by a fixed time period, as it depends on the nature of the product. Unlike general rules, where the duration is determined by agreement, consumer protection law grants this guarantee as a legal right to the consumer. Any clause excluding it is absolutely null, as it conflicts with the principle of the right to information, which ensures this guarantee. While this guarantee allows the consumer calm and continuous enjoyment of the product for a certain period, some products—due to their nature—require testing. It is not sufficient that such products perform well over time; rather, they must function properly from the outset, which necessitates testing, thus justifying discussion of this legal point(17).

### **2-2- Guarantee of the Right to Trial:**

The general rules recognized a sale approaching this right and defined it as a sale with a trial condition, according to Article 355 of the Algerian Civil Code. This refers to a sale in which the buyer requires the trial of the sold item before purchase to determine its suitability for the intended purpose.

The purpose of the trial is to align with the nature of certain items whose fitness cannot normally be assessed without testing, such as cars, engines, and clothing. In a sale with a trial condition, the buyer has complete freedom to accept or reject the sold item, meaning the buyer ultimately decides based on the outcome of the trial, especially for items that need to personally suit the buyer, such as clothing or horses. The situation differs, however, with machines for plowing, ships, or airplanes, where the buyer does not have full freedom to accept or reject. If the trial demonstrates that the item can fulfill its intended purpose, the buyer cannot refuse it. The seller is obligated to allow the buyer to conduct the trial, and if the seller fails, the buyer has the right, after notifying the seller, to demand either the execution of the contract or its termination with



compensation if applicable. The trial must occur within the agreed-upon period, during which the buyer must declare acceptance or rejection of the sold item.

The Algerian Consumer Protection and Anti-Fraud Law, similar to other comparative consumer protection legislations, especially Arab ones, regulates this right not as a sale with a trial condition but as a preemptive right to trial before it becomes a condition. This highlights the distinction between the general rule and the specific rule. Even if the consumer requests to test the product, this does not exempt the professional seller from the warranty, which includes the right to trial.

Thus, the right to trial depends on the nature of the product, consistent with the general rules in the Civil Code (Article 355 of the Algerian Civil Code). The nature of these products is defined in the previously mentioned amended and supplemented Consumer Protection and Anti-Fraud Law. If the product is ready, a tool, device, machine, or any product that, due to its technical and functional nature, can be tested, the consumer may demand that the professional seller allow its trial. This constitutes a right for the consumer against the professional seller and an obligation on the latter in favor of the consumer once requested. Therefore, there is no room for agreement to waive this point, as it is a legally granted right for the consumer. However, the consumer cannot invoke this right against the professional seller without requesting the opportunity to test the product.

In this context, the sale is considered conditional upon acceptance, meaning that a sale with a trial condition depends on the product's fitness for its intended purpose. The right to trial does not exempt the professional seller from the warranty; even if the product fulfills its intended purpose, the seller cannot use this as a reason to disclaim the warranty. The purpose of the trial is to inform the consumer about the product's performance, and therefore, the seller remains liable under the warranty. Moreover, any clause limiting or excluding the warranty is null and void by law, as clarified by the aforementioned amended and supplemented Consumer Protection and Anti-Fraud Law.

Thus, no clause can diminish or reduce the warranty owed by the professional seller to the consumer, and any such clause is legally null and considered void as if it never existed. This illustrates the special protection granted to consumers in general and the principle of the right to information in particular. The administration of parties cannot interfere with establishing consumer protection rules, especially the right to information. Consumer protection rules cannot override such a fundamental principle. Conversely, the principle of the sovereign will remains predominant, particularly in favor of the consumer. Any agreement reducing the warranty is void, while any agreement increasing the warranty in favor of the consumer is desirable. In general, whether it concerns health and safety guarantees, product fitness, or the right to trial, all emphasize the importance of the right to information as a fundamental method for enhancing consumer protection.

### **Conclusion:**

The right to information is not only a principle of consumer protection rules but also a cornerstone for establishing new international systems and an effective principle for realizing globalization and its benefits, exemplified through major economic and trade events hosted in

various capitals and countries worldwide. Moreover, e-commerce has extended the relevance of the right to inform consumers due to the nature and specifics of contracts concluded in electronic transactions.

Additionally, given the expansion of advertising, the Algerian legislator must not rely solely on the Penal Code to combat misleading advertising but must include specific provisions that increase penalties to protect the consumer's right to information and ensure fair competition. While the right to information prompted the legislator to regulate and enhance it, it has also limited the principle of the sovereign will, which underpins general contract theory. This may have led some scholars to question the core idea of contracts deriving from individual will. However, a review of national and international consumer protection laws demonstrates the extensive protection these legislations provide for this general legal principle. This right receives more guarantees and protection within consumer protection frameworks, regardless of the type of commercial or economic activity, regulated or unregulated. Protecting the consumer's right to information ensures the consumer's health safety and safeguards the national economy through a structured regulatory framework, protecting the domestic market from any products or goods that fail to meet health safety standards.

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