



CONSUMER PROTECTION IN RELATION TO PRODUCT GUARANTEE IN ALGERIAN LEGISLATION: AN ANALYTICAL STUDY IN LIGHT OF LAW 09/03, AS AMENDED AND SUPPLEMENTED BY LAW 18/09 ON CONSUMER PROTECTION AND FRAUD PREVENTION, AND LAW 18/05 ON ELECTRONIC COMMERCE.

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Abstract

This study aims to analyze the legal texts that regulate the obligation of the product guarantees in the context of consumer protection. In light of the significant developments in trade and the new challenges posed by globalization, while there have been positive outcomes such as the availability and diversity of products, this does not negate the existence of negative aspects, particularly regarding the protection that consumers, as the fundamental element of modern trade, should enjoy. Consumers, being the weaker party, require the intervention of the Algerian legislature to implement a series of laws to safeguard them. Now more than ever, consumers need legal safeguards against fraud, especially in the context of e-commerce.

Keywords: *Product guarantees, consumer protection, Algerian legislation, electronic consumer, electronic supplier or provider.*

INTRODUCTION

Achieving consumer satisfaction is one of the strategic objectives that organizations strive for, and it is, in turn, a key factor in their success. Therefore, gaining the trust and loyalty of consumers is essential to establishing a positive, constructive, and sustainable relationship.

One of the tools that can be used in this context is the package of services provided to the consumer during the sales process, which accompanies the physical product (goods). This package includes several rights granted to the consumer to protect them as the weaker party in the consumption relationship, compared to the supplier, who is in a stronger position. One of these rights is the guarantee that the goods are free from defects during the performance of the contract.

In accordance with the constitutional principle set out in Article 62 of the Algerian Constitutional Amendment of 2020, which primarily concerns the protection of consumers and their rights, the public authorities are mandated to protect consumers by ensuring their safety, security, health, and economic rights. Given the importance of the right to a guarantee against product defects in consumer protection, the legislature has intervened with specific provisions in the Consumer Protection Code to impose and regulate this obligation on suppliers. Additionally, the law has focused on the specifics of guarantees in the context of e-commerce.

This raises the question of how the concept of a warranty is defined and how it is organized by the legislature to protect consumers against defects in consumer goods. In this paper, we will attempt to address this issue, focusing on the extent to which the Algerian legislature guarantees the necessary legal protection for consumers through the warranty as an obligation imposed on the supplier or electronic provider.

RESEARCH OBJECTIVES:

This research aims to achieve several key objectives, including:

1. **Highlighting the concept of a warranty:** To emphasize the importance and dimensions of a warranty within the package of services offered to consumers during the sales process.
2. **Understanding legislative developments:** To examine the evolution of the legal framework for consumer protection, particularly in relation to warranties, in light of Law 09/03, as amended by



Law 18/09 on consumer protection and fraud prevention, and Law 18/05 on electronic commerce. These texts represent the legislative environment for consumer protection, especially in the current digital transformation, considering that the weaker party in this contract is the consumer.

Structure of the research:

In order to address the above problem, the research will explore the following two main axes:

1. The conceptual framework of the product warranty.
2. The legal protection of consumers through the product warranty obligation.

I. The conceptual framework of consumer product warranties

A warranty is considered one of the most important after-sales services and, at the same time, serves as an incentive for the product, significantly influencing the consumer's purchasing behavior. In essence, a warranty is a commitment or promise made by the seller to the buyer that certain characteristics of the product will be met as stated in the warranty document. For further clarification, we will discuss the concept of a warranty from both economic and legal perspectives

1. Commercial Warranty

In order to understand the concept of a warranty from a commercial perspective, we will explore its definition, meaning, objectives, and finally, the reasons that drive institutions to offer warranties.

1.1 Definition of warranty from a commercial perspective

Dr. Mahyi Eddin Al-Azhari defines a warranty as: "The seller's commitment to the buyer to guarantee the product according to the terms and conditions set out in the warranty document, and according to the specific aspects covered by the warranty. This includes the availability of certain characteristics in the product and the assurance that it is free from specific technical and mechanical defects for a certain period of time or for a certain duration or amount of use. If the product fails and is unable to achieve the specified objectives or uses during the specified period, according to the explicitly and implicitly agreed warranty conditions, and if the defects are not due to misuse, the manufacturer or seller is obliged to repair it, restore it to its original condition, replace defective parts, replace it with a functioning equivalent, or refund its value"¹.

Ali Khadr and others² define a warranty as: "A statement consisting of explicit (or implicit) promises made by the manufacturer or seller to the buyer regarding the performance of the product, the warranty period, and their responsibility for defects or failures resulting from its use in accordance with the instructions provided"

The warranty represents the promises made by the manufacturer or seller regarding the specifications of the product they are selling. It should be in writing and is therefore considered part of the package of services that accompanies the product. It is designed to protect the buyer and provide essential information about the product.

It is also defined as a written or implied promise by the owner of the product or service to ensure the efficiency of the product or the quality of the service in meeting the customer's needs, along with the responsibility to repair, replace, or reimburse the customer in the event of a manufacturing defect.

From the above, it can be seen that a warranty is defined by a specific period of time, starting from the moment of purchase until the end of the period specified in the warranty document. It is a free service for the consumer, the cost of which is borne by the manufacturer.

1.2 Importance of the warranty

A warranty is considered important by the buyer when deciding to purchase a product. Consequently, manufacturers strive to offer warranties for the following reasons:

- Product performance is evaluated based on samples rather than overall presentation.
- Warranties encourage buyers to purchase new products.

¹- Ahmad Shakir Al-Akkari, *Industrial Marketing*, Dar Wael, 3rd edition, 2007, Jordan, pp. 177, 178.

²- Samer Al-Mustafa, *The Impact of Product Warranty Service on Enhancing Customer Satisfaction*, Damascus University Journal for Economic and Legal Sciences, Vol. 29, No. 1, 2013, p. 305.



- Buyers may not be able to fully assess the characteristics of the product or identify potential defects.
- Some products require installation, so the seller must guarantee the safety of the installation.
- Consumers need warranties when buying technically complex products, such as washing machines and refrigerators.
- Protect the manufacturer from unreasonable claims by the buyer by clearly defining the manufacturer's responsibility for the product after the sale¹.

1.3 Objectives of the Guarantee

The warranty has several objectives, the most important of which are the promotional objective and the protective objective.

1.3.1 Promotional objective

Warranties can be used by institutions to promote their products, as they encourage and motivate customers to buy and try goods without bearing the risks that may arise. Although promotional warranties can lead to increased costs, they can, in some cases, significantly increase sales².

If the institution wishes to achieve the promotional objective of its warranty policy, the warranty document should be drafted to take the following elements into account:

- Length of warranty: Extending the warranty period to the longest possible duration compared to the warranty periods offered for competing products. Consumers perceive that an institution that extends the warranty period is more confident in the quality of its product.
- Comprehensiveness of the warranty^{**}: Ensuring that the warranty covers all parts of the product, not just specific components. For example, guaranteeing the motor of an electric refrigerator but excluding the gas pipes. This means extending the warranty to cover more parts than those covered by competing products.

The ability to achieve promotional objectives through warranty policies depends on the institution's capabilities and resources to provide these services, including the availability of technical personnel and spare parts.

1.3.2 Protective Objective

If the institution aims to achieve the protective objective through its warranty policy, it may reduce the warranty period to protect itself from the expenses associated with repairing defective goods. Thus, the institution may choose to shorten the warranty to the minimum possible duration³.

Naturally, the shorter the warranty period, the lower the likelihood of the product experiencing a malfunction, and vice versa. Additionally, reducing the warranty period (from the institution's perspective) encourages consumers to take better care of the product and use it properly, thereby alleviating the burden of costs incurred by the institution in repairing defective goods.

1.4 Reasons for Implementing a Warranty Policy

There are several reasons that drive institutions to offer warranties to consumers, the most important of which are:⁴

- Increasing buyer confidence in the quality of the purchased product.
- Serving as a means of promoting sales and gaining a reputation among consumers.
- Meeting consumer demands for warranties from the institution, especially in the following circumstances:
 - When the buyer cannot verify the product's safety and suitability for its intended purpose until after use.
 - Protecting the buyer from attempts at commercial fraud.

¹- Issam Al-Din Abu Alif, *Marketing: Concepts and Strategies - Theory and Practice*, Horus International Publishing and Distribution, Alexandria, Egypt, 2002, pp. 177, 178.

²- Belhimer Ibrahim, *Foundations of Marketing*, Dar Khaldounia for Publishing and Distribution, Old Quba, Algeria, 2010, p. 177.

³- Ahmad Shakir Al-Akkari, *Specialised Marketing Studies*, Dar Zahran for Publishing and Distribution, Amman, Jordan, 2000, pp. 180-182.

⁴- Ahmad Shakir Al-Akkari, *Industrial Marketing*, cited above, pp. 117, 118.

2. Warranty from a legal perspective

We will examine the concept of guarantee from a legal point of view, defining the warrantee of hidden defects, the obligation to warranty against hidden defects and the existence of characteristics, as well as the types of guarantee.

2.1 Definition of the hidden defects guarantee

As far as French law is concerned, the legislator has not explicitly defined hidden defects; however, Article 1641 of the Civil Code refers to them as follows: “The seller is obliged to guarantee against hidden defects in the goods sold which render them unsuitable for the purpose for which they were intended or which reduce their utility to such an extent that the buyer would not have purchased them or would have paid a lower price if he had known of these defects”¹.

2.2 The obligation to guarantee defects and the existence of characteristics

In this section, we will discuss the content of the obligation to guarantee against defects and the existence of characteristics, and then we will address the buyer’s rights in relation to the obligation to guarantee against defects.

Content of the obligation to guarantee defects and the presence of characteristics

In order to understand the content of the obligation to guarantee defects, it is important to refer to the definition provided by the Algerian legislator within the general rules (Civil Code), as well as what is included in the specific regulations in this context (Consumer Protection Law and Fraud).

Article 379 of the Algerian Civil Code states:

“The seller is obliged to provide a guarantee if the item sold does not have the characteristics promised at the time of delivery to the buyer, or if the item has a defect that reduces its value or its usefulness according to its intended purpose, as stated in the contract of sale, or as is evident from its nature or use. The seller is responsible for these defects even if they were not aware of their existence.

However, the seller is not liable for defects that the buyer knew about at the time of the sale or could have discovered had they examined the goods with the care of an ordinary person, unless the buyer proves that the seller assured them that the goods were free of such defects or fraudulently concealed them”.

Meanwhile, Law 09/03, as amended and supplemented by Law 18/09 on the Protection of Consumers and the Fight against Fraud, defines the guarantee as follows:

“The obligation of each party to replace, reimburse, repair, or modify the product or service, at its own expense, in the event of a defect in the product, for a certain period of time”.

Thus, the defect that the seller guarantees must be hidden and unknown to the buyer, and it must be present in the sold item at the time of sale or delivery. In addition, the defect must be significant enough to reduce the value or utility of the goods.

2.2.1 Buyer’s Rights Regarding the Obligation to Guarantee Defects

- The buyer is entitled to compensation, but the legislator has imposed certain immediate steps to stabilize transactions. Firstly, we will examine the procedures the buyer must follow to protect their rights against the seller. These procedures include notifying the seller of the defect and filing a claim within a specified time frame:

- Notifying the seller: The buyer must notify the seller of any defects found in the goods sold. This duty to notify follows another duty imposed by the legislator, which is to inspect the condition of the goods immediately upon receipt. Notice of a defect should be given within a reasonable time after its discovery or as soon as it becomes apparent, especially if the defect cannot be detected through normal inspection.

- Bringing a claim within one year: After notifying the seller of the defect, the buyer may bring a warranty claim against the seller if an amicable settlement cannot be reached. However, if the buyer

¹- Sayyid Youssef Zahia Houria, *A Concise Study of Sales Contracts: A Comparative Study Supported by Judicial and Jurisprudential Insights*, Al-Amal for Printing, Publishing, and Distribution, New City, Tizi Ouzou, 2008, pp. 224, 225.

wishes to sue the seller, they must act quickly, as the law stipulates that warranty claims expire one year after the delivery of the item sold, unless the seller acted in bad faith and concealed the defect.

2.3 Types of guarantee

A warranty is divided into three categories: legal warranty, contractual warranty, and after-sales service warranty.

2.3.1 Legal guarantee

Article 13 of the Consumer Protection and Anti-Fraud Act stipulates that anyone who buys a product—whether it is a device, tool, machine, equipment, vehicle, or consumable material—has a legal guarantee without any additional cost. This guarantee also covers services. If the product fails during the specified warranty period, the company must replace the product, refund the price, repair the item, or modify the service at its own expense. The legal guarantee is, therefore, a right granted to consumers by law, and it is a free guarantee¹.

2.3.2 Additional (contractual) guarantee

Article 14 of the Consumer Protection and Anti-Fraud Act defines the supplementary or contractual guarantee as follows: “Any additional guarantee provided by the company, whether for a fee or free of charge, which does not negate the benefit of the legal guarantee established in Article 13 above”². Furthermore, Decree 13/327 defines an additional warranty as: “Any contractual obligation, in addition to the legal guarantee, provided by the company or its legal representative to the consumer, without any increase in cost”³.

The supplementary guarantee is a type of contractual guarantee; however, not all contractual guarantees are supplementary guarantees. According to the Consumer Protection Act, a supplementary guarantee always serves to extend or strengthen the provisions of the statutory guarantee, excluding any agreements that would reduce or exclude its provisions, as such actions would undermine the consumer’s right to benefit from the guarantee⁴.

In addition, the additional guarantee for consumer protection may take the form of a guarantee of the product’s usability for a certain period, as it does not require the existence of a defect, only a malfunction. This guarantee serves to protect the consumer by extending its scope or effects, such as agreements to extend the legal warranty period or to replace a product even if the defect is minor⁵.

2.3.3 After-sales service guarantee

The obligation to provide after-sales service includes a series of actions following the sale of a product and is the responsibility of the seller, not the buyer. It involves the seller offering support to the buyer by repairing and maintaining the product when it experiences certain damage⁶.

After-sales service policies are strategies designed to stimulate demand by offering buyers incentives that encourage purchases. Naturally, manufacturers compete with one another to provide the best services in order to attract more customers.

¹- See paragraph 19 of Article 3 of Law No. 09/03 (Official Gazette No. 15 of 8 March 2009), as amended by Law No. 18/09 on Consumer Protection and Fraud Prevention (Official Gazette No. 35 of 2 June 2018).

²- See Article 13 of Law No. 09/03, as amended by Law No. 18/09.

³- Mounir Barabeh and Saad Lqleeb, *Warranty as a renewed legal guarantee in consumer protection*, Dar Basma Scientific, Ouargla, Algeria, 2024, p. 20.

⁴- See Article 14 of Law No. 09/03, as amended by Law No. 18/09.

⁵- Executive Decree No. 13/327 defining the conditions and methods for the implementation of guarantees for goods and services (Official Journal No. 49, 2 October 2013).

⁶- Ben Zadi Nasrin, *Consumer Protection through Warranty Obligations*, Master’s thesis in Private Law, Faculty of Law, University of Algiers 01, Algeria, 2014-2015, p. 16.

As far as the Algerian legislator is concerned, in the context of after-sales guarantees—particularly after the expiry of the warranty period—the company is required to ensure the maintenance and repair of the product in question¹.

II- Legal protection of the consumer through the product guarantee obligation

Today, the world is experiencing a revolution across various fields and remarkable advancements in information and communication, driven by the desire to improve individual living standards and create a welfare society. In the context of globalization and significant changes in consumption patterns and volumes, goods and services have become increasingly available and diverse to meet individual needs. While this abundance offers many positive aspects, it also presents serious risks to consumers, who are now the fundamental element of commerce and are exposed to numerous threats.

This situation has necessitated legislative intervention to establish laws that protect consumers in line with current developments. Consumers need this protection more than ever against fraud in goods and services at various stages of production, importation, storage, and distribution—especially in light of the digital shift that has made e-commerce increasingly necessary.

In order to provide greater protection to consumers, Decree-Law No. 13/327, which establishes the conditions and methods for the implementation of guarantees for goods and services, have been established to provide greater protection to consumers by allowing the company to offer an additional guarantee², even if no compensation is received for it. Nevertheless, the additional guarantee remains limited due to its dependence on mutual agreement, in addition to the reasons mentioned above. In general, it can be said that the legislator has improved consumer protection by granting an additional guarantee.

1. Warranty obligation in the context of consumer protection under Law 09/03, as amended by Law 18/09

The legislator has made the consumer's right to benefit from the protections established by Law 09/03, as amended by Law 18/09 on Consumer Protection and Fraud Prevention, conditional upon the filing of a complaint. This is stipulated in the first paragraph of Article 21 of Decree 13/327, which outlines the conditions and methods for executing guarantees for goods and services. The paragraph states:

"The consumer shall not benefit from the guarantee unless a written complaint, or another appropriate form of communication, is submitted to the company."

Therefore, as soon as a defect appears in the product, the consumer is obligated to file a complaint or objection with the entity, expressing their intention to reject the defective product. Without this complaint, the entity cannot be informed of the defect, making it impossible to enforce the guarantee. Moreover, failure to lodge a complaint may serve as evidence that a non-defective product was purchased. Thus, the complaint is the means by which the consumer informs the entity of the defect, enabling the entity to verify its existence and assign responsibility. This is done through an on-site inspection of the product, conducted in the presence of both the consumer and the entity, within 10 days from the date of the complaint, in accordance with the provisions of the second paragraph of Legislative Decree No. 327/13 regarding the conditions and methods for the execution of guarantees for goods and services.

With regard to the form of the complaint and the manner of submission, the legislator has not specified any particular method, allowing the consumer the freedom to choose whether to submit the complaint in writing or orally. Additionally, the consumer has the option of filing the complaint in person at the place of business, by post, through a judicial officer, or by any other means.

The legislator has not specified the exact information that must be included in the complaint. However, the consumer should generally provide personal details such as name, surname, and address, along with a clear description of the defect that has triggered the warranty claim.

¹- Salam Munaim Mishal, The Concept of Commitment to After-Sales Services and Its Legal Nature, Journal of the College of Law, Al-Nahrain University, Iraq, No. 1, Vol. 7, 2005, p. 04.

²- See Article 16 of Law No. 09/03, as amended by Law No. 18/09.

Additionally, the consumer should attach a copy of the warranty certificate, invoice, or any other proof of purchase for the product in question. The complaint must be filed within the statutory warranty period, as the product will not be covered by the warranty after this period expires. Upon submitting the complaint, the consumer may claim the right to use the product or request a refund¹.

1.1 The consumer's right to benefit from the product

The right to benefit from the product is established in the third paragraph of Article 13 of Law 09/03, as amended by Law 18/09 on Consumer Protection and the Fight against Fraud, which states that:

"Any entity, during the specified warranty period, must replace the product, refund its price, repair the product, or modify the service at its own expense in the event of a defect."

This right is also established in Article 12 of Executive Decree No. 13/327 on the Conditions and Methods for the Execution of Guarantees for Goods and Services, which states:

"The guarantee must be fulfilled in accordance with Article 13 of the aforementioned Law No. 09/03 of 29 Safar 1430, corresponding to 25 February 2009, without imposing any additional costs on the consumer. This can be achieved by:

- Repairing the item or bringing the service into conformity,
- Replacing the item,
- refunding its price.

In cases of repeated defects, the product covered by the guarantee must be replaced or its price refunded".

These two texts show a difference in the order of consumer rights. The third paragraph of Article 13 of Law 09/03, as amended by Law 18/09, prioritizes the right to replacement over the right to repair. Meanwhile, Article 12 of Decree 13/327 gives priority to the right to repair over the right to replacement. According to the principle of the hierarchy of legal rules, the third paragraph of Article 13 of Law 09/03, as amended by Law 18/09, applies in this case. However, this solution is not logical; it is unreasonable to require the replacement of a product that is repairable. Therefore, it is preferable to apply the provisions of the aforementioned Article 12, which suggests that the consumer should exercise their right to use the product sequentially. Initially, the consumer can request the repair of the defective product, and if this is not possible, they can then request its replacement². For the sake of clarity, we will define both the repair of the product and the replacement of the product

Repair of the product: The legislator has obliged the company to take responsibility for repairing the product and to bear all repair costs, including spare parts and labour costs, to restore the product to its original condition³.

Replacement of the Product: This obligation arises when it is impossible to repair the product due to a serious defect or malfunction that affects the usability of the entire product. If the company is able to repair the product and restore it to its original condition free of charge, the company has the right to refuse to replace the product in this case.

In all cases, the company shall bear the cost of repair or replacement, as these must be free of charge and at its expense.

1.2 Refund of the price of the product

If the consumer is unable to use the product because it cannot be repaired or replaced, the legislator has obliged the trader to refund the price without delay, subject to the following conditions⁴:

- Part of the price will be refunded if the product is partially unusable and the consumer prefers to keep it.

¹- See Article 3(2) of Executive Decree No. 13/327, which sets out the conditions and methods for the implementation of guarantees for goods and services.

²- Ben Zadi Nasrin, cited above, p. 46.

³- Ben Zadi Nasrin, *supra*, at 48.

⁴- Sayad Al-Sadiq, *Consumer Protection Under the New Law No. 09/03 Concerning Consumer Protection and Fraud Prevention*, Master's Thesis in Legal and Administrative Sciences, Business Law Specialisation, Faculty of Law, University of Constantine 01, 2013-2014, Algeria, p. 65.



- The full price is refunded if the product is completely unusable, in which case the consumer must return the defective product.

The business is obliged to refund the price if it is unable to repair or replace the defective product, e.g. if the product has been used up or if there is no similar product available if it is fungible.

This refund must be made after the defective product has been returned. The trader may not retain the price paid if he fails to fulfil his obligation to provide a product free of defects that meets the consumer's requirements and legal specifications. This applies regardless of whether the consumer requested it or the trader acted on its own initiative. If the consumer has not yet paid the price, he should withhold payment and return the defective product to the trader¹.

2- Warranty obligation in the context of consumer protection in the light of e-commerce law

The issue of electronic transactions has become a reality and a necessity in the current era, aligned with technological advances in communication. Consequently, the Algerian legislator, like those in other countries, has sought to establish a legal framework for electronic commerce mechanisms through Law No. 18/05 on Electronic Commerce. As stated in Article 6, this law addresses several concepts related to the parties involved in electronic contracts. Therefore, it is essential to discuss these concepts:

- **Electronic Contract:** A contract concluded at a distance, without the simultaneous physical presence of the parties, relying exclusively on electronic communication technology.

- **Electronic Consumer:** Any natural or legal person who acquires, for consideration or free of charge, a good or service from an electronic supplier for final use.

- **Electronic Supplier:** Any natural or legal person who markets or offers to market goods or services through electronic communications.

It is important to note that Law 18/05 on electronic commerce does not define the guarantee obligation; rather, it establishes the guarantee as a condition of the electronic commercial offer made by the electronic supplier². In addition, it includes the warranty condition as one of the contents of the electronic contract³. However, it does not deal with other services in this area, nor does it explicitly mention provisions that fall under the category of "guarantees and after-sales services"⁴.

2.1 The electronic consumer's right to return the product

Law 18/05 on electronic commerce allows the electronic supplier to reclaim his goods if they do not correspond to the order or if there is a defect in the product⁵. This is provided that the consumer returns the defective or non-conforming item in its original packaging within a maximum period of four (04) days from the actual receipt of the product.⁴ with a clear explanation of the reason for refusal. The electronic supplier must bear the cost of returning the goods⁶.

In this case, the electronic supplier is obliged to supply the electronic consumer with a new product that complies with the specifications agreed in the electronic contract, or to repair the defective product or replace it with another similar product⁷.

2.2 Right of the electronic consumer to cancel the order (refund)

If the electronic consumer is unable to use the product due to the impossibility of repairing or replacing it, the electronic supplier is obliged to cancel the order and refund the sums paid, without

¹- Same reference, p. 65.

²- Ben Zadi Nasrin, cited above, p. 55.

³- See paragraph 7 of Article 11 of Law No. 18/05 on electronic commerce (Official Journal No. 28 of 16 May 2018).

⁴- See paragraph 3 of Article 13 of Law No. 18/05 on electronic commerce.

⁵- Basma Mohamed Nouri Kadhim Al-Bakri, Legal Protection of the Electronic Consumer: A Study in Light of the Algerian E-Commerce Law No. 18-05 of 2018 and EU Directive No. 83 of 2011, Journal of Research in Contracts and Business Law, Vol. 6, No. 3, 2021, p. 31.

⁶- See paragraph 1 of Article 23 of Law No. 18/05 on electronic commerce.

⁷- See paragraph 2 of Article 23 of Law No. 18/05 on electronic commerce.

prejudice to the electronic consumer's right to claim damages in the event of loss. The sums paid must be refunded within 15 days of receipt of the product¹.

Although the Algerian legislator, through the e-commerce law, has established procedures for the return of electronic products in the event of non-compliance or hidden defects, in order to avoid legal disputes, it has not elaborated on these guarantees².

On the other hand, this does not negate the fact that Law 18/05 on electronic commerce has worked to provide adequate protection for the electronic consumer³, which is reflected in the various guarantees granted to them, aimed at promoting electronic transactions⁴.

CONCLUSION:

Having examined the issue of consumer protection in relation to product guarantees in Algerian legislation, this research has led us to a number of key findings, the most important of which are as follows:

1. By confirming the right of the consumer to a guarantee against the company, the legislator aims to ensure that the latter fulfils its obligations in the event of a defect in the product during the guarantee period. According to the second paragraph of article 13 of the Consumer Protection and Fraud Prevention Law, in the event of a defect in the product, the entity must either replace it, refund the price or repair it during the specified warranty period.
2. Law 09/03, as amended by Law 18/09, on Consumer Protection and Fraud Prevention, specifies the types of guarantees applicable to products and services, the conditions for their application, and the procedures for invoking them. It also emphasizes the protection of consumers' rights to obtain quality products and services and to claim guarantees in the event of defects or faults.
3. In the event of non-compliance or defects in the product, Law 18/05 on Electronic Commerce obliges the electronic supplier to deliver a new product that complies with the specifications agreed upon in the electronic contract, or to repair or replace it, or to reimburse the consumer.
4. The E-commerce Act was introduced to increase confidence in electronic transactions and to provide a secure legal environment that protects the rights of electronic consumers and ensures a balance in the relationship between the parties to the electronic contract. The electronic consumer is the weaker party in a distance contract and is more vulnerable to exploitation by unscrupulous suppliers.
5. Product warranty service, as one of the types of after-sales service, helps to:
 - Improve the brand image of the product and increase consumer confidence.
 - Encourage fair and legitimate competition.
 - Protect consumers from fraud and deception.
 - Build a good reputation for the business by providing product warranty services that meet consumer expectations.

RECOMMENDATIONS

- **Extend the scope of the warranty:** Extend warranty coverage to all types of services, not just products, and include warranties on contracts as well as used products.
- **Clearly define warranty terms:** Clearly define warranty terms by detailing defects, violations, warranty duration and eligibility criteria for warranty claims. Facilitate warranty claim procedures for the benefit of consumers.

¹- See paragraphs 1 to 3 of Article 23(3) of Law No. 18/05 on electronic commerce.

²- See paragraph 4 of Article 3 and paragraph 4 of Article 23 of Law No. 18/05 on electronic commerce.

³- Aqbi Yamina, Legal Guarantees Established for the Protection of the Electronic Consumer During Contract Execution in Algerian Legislation, *Ma'alem Journal for Legal and Political Studies*, Vol. 4, No. 01, 2020, p. 313.

⁴- Zawi Raqiq et al. Legal Guarantees for the Electronic Consumer in Facing the Risks of E-Commerce in Algerian Legislation, *Al-Bayban Journal for Legal and Political Studies*, University of Bordj Bou Arreridj, Vol. 3, No. 01, June 2018, pp. 62, 63.



- **Promote consumer culture:** Work on the promotion and dissemination of consumer culture to raise consumer awareness of their rights and guarantees, especially in relation to electronic transactions.

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