

Modern Obligations as a Legal Safeguard for Consumer Protection

الالتزامات الحديثة كضمان قانوني لحماية المستهلك

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Received: 14/10 /2025

Accepted: 21/05 /2026

Published: June /2026

الملخص:

برزت حماية المستهلك كضرورة قانونية دائمة، لا سيما في ظل التحولات السريعة التي يشهدها السوق العالمي. وتُظهر العقود الاستهلاكية، بما تتسم به من تفاوت بنيوي بين المستهلك غير المُلم والمهني المحترف، الحاجة الملحة لتدخل تشريعي. وتعمل الالتزامات القانونية الحديثة – وعلى وجه الخصوص الالتزام بالإعلام، والالتزام بالتحذير، والالتزام بالنصيحة – على إعادة التوازن المفقود من خلال فرض واجبات مشددة على المتدخلين المهنيين فيما يتعلق بالإفصاح والنصح. وتتجاوز هذه الالتزامات قواعد المسؤولية التقليدية، مثل ضمان العيوب الخفية، إذ تهدف إلى حماية رضا المستهلك بصورة استباقية. ومن هنا أدرك المشرع قصور المبادئ الكلاسيكية، فسعى إلى وضع أطر قانونية خاصة تكفل الشفافية، وتحد من الفوارق المعلوماتية، وتعزز العدالة التعاقدية.

الكلمات المفتاحية: المستهلك – المتدخل المهني – الالتزام بالإعلام – الالتزام بالتحذير – الالتزام بالنصيحة.

Abstract:

The protection of consumers has emerged as a persistent legal imperative, particularly amid rapid transformations in the global marketplace. Consumer contracts, characterized by a structural asymmetry between the uninformed consumer and the professionally equipped supplier, underscore the necessity of regulatory intervention. Modern legal obligations—namely, the duties to inform, warn, and advise—serve to recalibrate this imbalance by imposing heightened disclosure and advisory responsibilities on professionals. These obligations transcend traditional liability doctrines, such as the warranty against hidden defects, by proactively safeguarding consumer consent. Legislators have thus recognized the insufficiency of classical principles and instituted tailored frameworks to ensure transparency, mitigate informational disparities, and reinforce contractual fairness.

Key words: Consumer – Professional Operator – Duty to Inform – Duty to Warn – Duty to Advise.

Introduction:

Economic advancement often correlates with societal prosperity. It facilitates daily life through modern technologies and offers a plethora of diversified products, from electronics and foodstuffs to household goods and services. However, it has also inadvertently engendered a significant epistemic disparity between the principal actors in consumer relationships: the consumer and the professional operator. Consequently, consumer protection has emerged as a perennial legal concern, especially amid the current era's sweeping transformations across legal, technological, and commercial domains.

In addressing the contractual disequilibrium arising from this informational asymmetry, French jurisprudence sought mechanisms to restore parity, particularly given the inadequacy of classical doctrines—such as the warranty against latent defects or the traditional theory of vitiated consent grounded in the autonomy of the will. The judiciary thus recognized a tacit obligation to disclose material information, formalized as the duty to inform (obligation d'information), drawing upon earlier legislative efforts to redress imbalance in adhesion contracts by acknowledging the economically weaker party's vulnerability.

Consumer contracts exemplify the legal terrain wherein such obligations are most critical. These agreements, binding a knowledgeable professional to a non-specialist consumer, are intrinsically unequal; the former, equipped with technical acumen and specialized expertise, stands in stark contrast to the latter, who often lacks even basic understanding of the product's specifications or safe usage. Hence, the modern obligations—to inform, warn, and advise—have emerged as normative correctives. They compel the professional to disclose relevant data, to caution against foreseeable risks, and to provide tailored guidance when warranted.

Given this framework, legislative intervention has become indispensable. It mandates these modern obligations through both general provisions and consumer-specific statutes, in order to protect the structurally weaker contracting party. This raises the central inquiry of the present study: To what extent have these contemporary obligations succeeded in reestablishing informational equilibrium within consumer contracts, and how effective are they in ensuring substantive consumer protection?

In pursuit of an answer, the paper shall address two pivotal axes:

1. The diversification of protective guarantees for consumers.
2. The practical efficacy of modern obligations in safeguarding consumer rights.

1-The Diversification of Consumer Protection Guarantees

Historically, consumer safety from product-induced harm has been regulated under general civil law provisions. These include, in particular, those addressing non-conformity and the seller's failure to fulfill the duty of disclosure or to impart sufficient knowledge. Chief among these was the warranty against latent defects, a traditional legal remedy which, in practice, proved inadequate in securing comprehensive protection for the consumer.

Moreover, the rigid and narrowly construed language of certain civil code provisions impeded the courts from adopting expansive interpretations. Under such frameworks, an aggrieved buyer could only claim compensation upon establishing that the product was afflicted by a latent, material defect predating the contract and known to the seller. This stringent evidentiary burden rendered consumer protection ineffective in many cases.

In response to these inherent limitations, numerous modern legal systems—including Algerian law—have embraced a more progressive approach by institutionalizing a triad of modern obligations: the duty to inform, the duty to warn, and the duty to advise. These obligations operate independently of the traditional warranty against latent defects and are specifically incumbent upon the professional operator or producer¹.

1.1- Defining Modern Obligations

The obligations to inform, warn, and advise are legislative innovations introduced by the Algerian legislature—mirroring trends in comparative Arab and Western legal systems. They have arisen in response to the proliferation of sophisticated and potentially hazardous goods and services, as well as the emergence of a new class of specialized vendors. This evolution has magnified the informational disparity between contracting parties, compelling the state to impose these duties on the professional for the benefit of the consumer. Such obligations are enshrined in Law No. 09-03 on Consumer Protection and the Suppression of Fraud².

1.1.1-Duty to Inform (Obligation d’Information)

The expression “obligation to inform” (*obligation d’information*) is a composite juridico-linguistic locution consisting of two elements: *obligation*—etymologically denoting a self-assumed binding duty—and *information*³, signifying the ascertainment and communication of the truth of a matter so as to produce knowledge and epistemic certainty⁴. Doctrinal definitions of this obligation are numerous. French scholarship and commentary were among the earliest to theorize it within contracts generally. They conceived it as a mechanism to secure the soundness of contractual consent and to preserve the integrity of unvitiated assent⁵.

In substance, the obligation to inform requires the professional seller to acquaint the consumer with the proper modalities of use of the product in a manner that enables attainment of the consumer’s intended purposes⁶. It further entails a duty of candid, comprehensive disclosure of all matters material to the product or service placed on the market including latent defects and negative attributes so that the consumer’s decision is enlightened rather than speculative⁷. A current strand of doctrine also frames the obligation as a duty of notification or admonition that casts clarifying light upon a relevant fact or contractual element in the contemplated transaction, thereby equipping the prospective party to decide prudently in view of their needs and the telos of the bargain⁸.

Accordingly, this obligation rests upon the professional—as the epistemically advantaged party who is presumed to know their product best—and has been expressly

entrenched by the Algerian legislature within the Consumer Protection and Suppression of Fraud framework, as a normative instrument for rebalancing informational asymmetry and safeguarding authentic consent.

By reference to Law No. 09-03 on Consumer Protection and the Suppression of Fraud, the Algerian legislator imposes upon the professional operator a positive duty to inform the consumer. Article 17 provides that: *“Every professional operator must inform the consumer of all information relating to the product placed on the market for consumption, by means of labeling, the affixing of marks, or by any other appropriate method”*.

In the same vein, Executive Decree No. 13-378⁹—which specifies the conditions and modalities of consumer information—states in Article 3: *“Information concerning products: any information relating to the product addressed to the consumer on a tag or any other document accompanying it, or by any means, including modern technological methods, or through oral communication”*.

Read conjunctively, these provisions entrench a broad, technology-neutral disclosure mandate: the professional is under a legal obligation to furnish the consumer with all product-related information, whether the object of the transaction is a good or a service circulating in the marketplace. The mode of disclosure is not straitjacketed; the legislature deliberately refrains from prescribing a single method, instead conferring discretion upon the professional to select the medium most apt to secure clarity, accessibility, and permanence—from labeling and accompanying documentation to digital interfaces and direct oral explanation. The teleology of this framework is the preservation of free and enlightened consent (*consentement libre et éclairé*): the consumer should enter the contract fully apprised of the subject matter, with will uncoerced and epistemically illuminated.

1.1.2- Duty to Warn (Obligation de Mise en Garde)

Beyond the baseline disclosure mandate codified in Article 17 of Law No. 09-03, the Algerian legislature superimposes upon the professional operator a distinct and autonomous obligation with respect to products exhibiting inherent or heightened hazard—in particular, technically complex goods with which the ordinary consumer cannot reasonably be presumed conversant—namely, the duty to warn (*obligation de mise en garde*). This duty constitutes a positive, prophylactic obligation. It requires the professional to apprise the consumer of the proper modalities of use. It also requires the professional to foreground the perils attendant upon non-conforming or improper use¹⁰.

A significant strand of doctrine conceives the duty to warn as an obligation to disclose foreseeable risks associated with the product and to equip the consumer with sufficiently determinate information to decide, with full lucidity, whether to contract or abstain¹¹. Other commentators, however, insist that warning travels beyond bare information: it presupposes the identification of concrete risk scenarios arising under foreseeable misuse and imposes on

the professional a heightened duty of attention-drawing, together with the communication of all practicable precautions enabling the consumer to avoid or mitigate such risks¹².

In its juridical architecture, the duty to warn is an accessory obligation (*obligation accessoire*) borne by one party to alert the other to particular circumstances, contingencies, or data that may generate material or legal hazards in the conclusion or performance of the contract¹³. Admittedly, robust warnings may exert a dampening effect on demand, as certain consumers may refrain from purchasing products whose residual risks are candidly disclosed; this has commercial ramifications from the vendor's vantage point. Nevertheless, contemporary legislations have converged on imposing on producers and distributors the obligation to provide adequate, intelligible, and timely warnings, especially for dangerous or sophisticated products, so that contracting occurs on an informed and autonomous basis.

Accordingly, the professional must surpass superficial descriptors of product type or quality and lay bare all risk-salient attributes whose activation could occasion harm in use or possession. A posture of strategic silence—leaving the consumer to ferret out dangers ex post—breaches the normative telos of the warning obligation, which is to re-equilibrate informational asymmetry ex ante and to safeguard authentic consent through concrete, context-sensitive cautions and operative guidance¹⁴.

1.1.3- Duty to Advise (*Devoir de Conseil*)

In parallel with crystallizing a duty to inform upon the professional seller, French jurisprudence has also articulated an autonomous duty to advise (*devoir de conseil*). This obligation is not universally exigible across all transactions; rather, it attaches with particular acuity to categories of dealings marked by technical or intellectual complexity, and it finds its paradigmatic expression in professions rendering cognitive or techno-expert services. That said, the ambit of the duty extends *mutatis mutandis* to high-technology goods—such as information-technology hardware and internet systems—whose sophisticated architectures render lay users especially vulnerable to error.

Doctrinally, a salient current in French scholarship conceives the duty to advise as an obligation to induce or dissuade a counterparty with respect to a given course of conduct. It thus orients the behavior of the less knowledgeable contracting party. It does so through the specialist's evaluative judgment, directing the party toward the option consonant with their objectives and interests in the contemplated transaction¹⁵.

In this sense, the duty to advise is categorically distinct from the duty to inform. It does not end with the mere transmission of data that might influence a decision; rather, it requires the professional to assess suitability and to articulate the transactional consequences—financial, technical, and operational—for the specific counterparty. The obligation thereby spills over into the performance phase, demanding practical assistance and bespoke guidance so that the contracting party may achieve the telos of the bargain safely and efficiently.

As fashioned by the courts, the duty to advise functions as an accessory professional obligation—an interpretive enrichment of sector-specific standards—designed to instantiate

cooperative contracting. It compels the specialist to deliver comprehensive assistance to the other party, re-equilibrating informational asymmetries and, by the same token, stabilizing contractual balance.

In sales of high-technology equipment, the duty becomes particularly salient. If the seller must, at a minimum, alert the buyer to permissible uses and typical purposes of the item, it follows *a fortiori* that the seller bears a directional responsibility: to steer the buyer toward configurations and uses suited to the buyer's articulated needs, especially where the goods are specialized or the transactional context objectively calls for professional guidance¹⁶.

French case law underscores this orientation. The Court of Appeal of Lyon held a manufacturer-seller liable in damages (material and bodily) after a pleasure yacht encountered heavy seas, on the ground that the professional had breached the duty to advise by failing to warn the purchaser that the vessel was unsuitable for navigation under such conditions. The omission, in the court's view, transcended non-disclosure and constituted a deficit of professional guidance at the heart of the *devoir de conseil*¹⁷.

1.2- Mechanisms for Implementing Modern Obligations

Modern obligations are inherently technical and epistemic duties, designed to illuminate the consumer's consent through the systematic disclosure of relevant information concerning a product—from its intrinsic characteristics and operational modalities to its potential hazards and proper methods of preservation. Given the multiplicity of intermediaries within the modern supply chain, verbal compliance with these obligations has proven insufficient and unreliable, as oral communication is susceptible to omission, distortion, or forgetfulness. Consequently, contemporary practice and legislation increasingly demand written and media-based modalities of implementation, ensuring permanence, clarity, and accessibility.

1.2.1- Implementation Through Written Instruments

Written disclosure remains the most prevalent and authoritative method for executing these obligations—serving both as a means of information transmission and as evidence of compliance. It encompasses warnings against hazardous products, advisory guidance on their proper use, and the provision of technical or safety-related documentation. Among the most significant written mechanisms are product labeling (*l'étiquetage*) and the user manual (catalogue or notice d'utilisation), each fulfilling distinct but complementary roles in the framework of consumer protection.

1.2.1.1- Product Labeling (L'étiquetage)

This obligation encompasses not only communicating risks stemming from foreseeable misuse but also drawing the consumer's attention to latent or non-obvious dangers that could arise during ordinary use. Unlike generic disclosures, the duty to warn presupposes the identification of risk and requires targeted intervention to prevent harm. Algerian law codifies this principle within the broader duty of disclosure (Article 17 of Law No. 09-03)¹⁸, and contemporary jurisprudence regards it as a derivative yet distinct obligation. Although it may arguably dampen consumer enthusiasm for risky products—thereby impacting commercial profitability—modern legislations prioritize safety and informed decision-making over

unrestricted market access. Accordingly, professionals are expected to move beyond superficial descriptions and fully disclose any attributes that may render the product dangerous. Passive silence or leaving the consumer to uncover such risks independently constitutes a breach of this legal mandate¹⁹.

Although product labeling has existed since antiquity, its modern legal conceptualization is relatively recent. It functions as the product's identity card—a semiotic and informational device containing essential data to eliminate ambiguity and enable the consumer to identify, understand, and safely utilize the product.

Under Article 2 of Executive Decree No. 90-30, labeling is defined as encompassing *“all data, information, addresses of manufacturing or trading establishments, images, symbols, and marks affixed to any packaging, document, inscription, or seal accompanying a product or service”*. Hence, labeling constitutes the aggregation of information physically affixed to a product's container or packaging, thereby serving as a visible and permanent channel of disclosure. As Professor Guy Raymand notes, *“a label must be devoid of any element of ambiguity capable of clouding the consumer's judgment”*.

To fulfill its protective function, the label must be written primarily in Arabic, clearly visible, and indelibly attached to the product. Supplementary foreign languages may be used provided they are comprehensible to the intended consumer demographic²⁰. Furthermore, the language and typography must be intelligible to the average person, ensuring transparency and facilitating informed decision-making. Legibility, permanence, and visibility are essential legal standards: the text must be inscribed in distinct characters and contrasting colors, resistant to erasure, and inseparable from the product itself—whether directly printed on a solid surface or affixed securely to flexible or liquid containers²¹.

1.2.1.2- The User Manual (Catalogue / Notice d'Utilisation)

Another formal mechanism for fulfilling these duties is the user manual, which elaborates on the product's features, specifications, and correct modes of operation. This instrument serves both a didactic and preventive function—enabling consumers to comprehend complex mechanisms and avoid improper use. The Algerian legislator explicitly mandates this device in Article 3 of the Ministerial Order of 10 May 1994, issued pursuant to Executive Decree No. 90-266 on product and service warranties: *“Products listed in Annex I of this decree must be accompanied by a certificate of warranty and a user manual”*.

The manual must be drafted in Arabic, and, where necessary, in an additional language intelligible to the consumer. Its importance is magnified in connection with complex or hazardous goods—such as electrical, electronic, and electro-domestic products—where it operates as both a technical guide and a risk-prevention instrument. It must outline not only the product's technical specifications but also safe-use protocols and precautionary measures to mitigate foreseeable risks²².

1.2.2- Implementation Through Mass Media and Communication Technologies

Beyond written documentation, mass media and digital communication constitute pivotal mechanisms for executing modern obligations under Algerian law. These include advertising, broadcast media, and internet-based communication, each contributing to the dissemination of accurate and preventive information²³.

1.2.2.1- Implementation via Advertising and Commercial Promotion

Advertising functions as an instrument of public information and persuasion, enabling suppliers to present and promote goods and services by highlighting their benefits and technical qualities. While its primary objective is commercial, the modern legal conception of advertising encompasses informational and cautionary dimensions—it not only encourages consumption but also informs and warns. The American Marketing Association (AMA) defines advertising as “*a non-personal means of presenting ideas, goods, or services by an identified sponsor in exchange for a financial consideration*”²⁴. In Algeria, this is codified under Article 3, paragraph 3 of Ordinance No. 04-02 regulating commercial practices. Contemporary advertising thus transcends mere promotion, evolving into a vehicle for consumer education and preventive communication. It serves as a tool to caution consumers about potential product hazards and to disseminate safety instructions, thereby fulfilling part of the professional’s legal duty to warn and advise²⁵.

1.2.2.2- Implementation Through Audiovisual and Digital Media

Audiovisual and digital channels—particularly radio, television, and the internet—play an increasingly influential role in implementing modern obligations. They enable dynamic dissemination of product-related information, detailed instructions for safe usage, and explicit warnings about potential hazards associated with new or innovative products. However, this communicative freedom is not absolute. The Algerian legislature imposes ethical and substantive constraints to safeguard consumers and public order. Advertising content must adhere to truthfulness, respect for human dignity, and social responsibility; it must not incite violence, encourage hazardous behavior, or undermine the physical or moral integrity of individuals. Furthermore, advertisements must respect environmental interests and avoid exploiting the inexperience or credulity of minors²⁶.

2- The Effectiveness of Modern Obligations in Consumer Protection

The emergence of modern obligations is a direct consequence of the technological and industrial sophistication of contemporary products and services, which often exhibit complex structures and inherent risks. The traditional duties of the seller—such as the warranty against hidden defects or the duty of safety—have proven insufficient in addressing these challenges. Hence, the imposition of modern obligations has become indispensable for ensuring genuine consumer protection. Their effectiveness is evident not only in their substantive scope—extending beyond mere information disclosure to encompass explicit warnings and proactive advisory duties—but also in their personal reach, as they bind not only the seller but also the manufacturer, importer, distributor, and specialized professional.

2.1- The Substantive Expansion of Modern Obligations

In the wake of burgeoning scientific innovation and the omnipresence of increasingly sophisticated and multifaceted goods and services in contemporary markets, the conventional obligation to merely provide rudimentary information about a product has unequivocally become obsolete. The exponential complexity of consumer environments necessitates a paradigm shift from minimalistic disclosures to a robust, multilayered framework of legal duties. These enhanced obligations are not only wider in scope but deeper in substance, extending the informational perimeter to include data that enables the consumer to make a conscious and well-calibrated decision—not merely as a party to a contract, but as an informed and autonomous user of a product or service often shrouded in technical opacity²⁷.

2.1.1- The Amplification of the Duty to Inform

Article 17 of Law No. 09-03, which governs consumer protection and anti-fraud provisions in Algeria, stipulates a sweeping obligation on the professional operator to disclose all relevant information concerning the product²⁸. This includes, but is not limited to, the material constitution of the product and the modalities governing its optimal use.

2.1.1.1- Material Composition and Attributes of the Product

The physical features of a product serve not merely as aesthetic or functional characteristics, but as decisive variables that catalyze consumer intent to contract. The alignment between the consumer's anticipated utility and the product's specifications often forms the fulcrum of contractual assent. Given this critical nexus, professional operators are legally compelled to disclose, with scrupulous accuracy, all technical and structural attributes of the product—including its design configuration, constituent elements, packaging integrity, assembly protocols, and maintenance requirements—as per Article 10 of the same law.

Labeling, or l'étiquetage, has emerged as the doctrinally preferred conduit for such information. Dubbed the "silent vendor," the label encapsulates a static, ever-present source of truth that accompanies the product throughout its commercial lifecycle²⁹. While this methodology proves effective in the realm of tangible goods, its utility becomes inherently problematic when transposed to services, which by their nature elude material manifestation. Nevertheless, Service providers remain bound by analogous duties. They must communicate the qualitative parameters and performance benchmarks of their services. In doing so, they render themselves personally accountable as a substantive locus of trust³⁰.

2.1.1.2- Instructions for Proper Use

It is often unreasonable to expect the average consumer to intuitively comprehend the technical steps required for the safe and efficient use of a product. In fact, certain jurists have advocated for the categorization of usage instructions as an implicit extension of the delivery obligation itself³¹. The instructional dimension is particularly salient in relation to high-risk or sensitive products—pharmaceuticals, chemically reactive materials, high-voltage electrical devices—where improper usage may result in physical harm, property damage, or regulatory liability. The magnitude of this obligation is therefore not uniform but contextually accentuated in scenarios involving elevated public health or safety implications.

2.2- Reconceptualizing Risk Within the Duty to Warn

The legal obligation to warn is not satisfied by generic advisories or boilerplate disclaimers. It requires the professional to engage in a proactive risk-forecasting exercise and to translate that forecast into intelligible warnings tailored to the consumer's cognitive horizon. The object of the warning is not only the intrinsic danger of the product—e.g., firearms, corrosive agents, high-voltage cables—but also any situational risks that may materialize due to contextual anomalies or foreseeable misuse.

The doctrine of "dangerous by circumstance" thus augments the conventional "dangerous by nature" classification, thereby extending the duty to warn to include latent or contingent risks. Moreover, this obligation transcends the binary of danger and safety to encompass the evolving category of novel or experimental products, whose unfamiliarity imposes an independent imperative to provide heightened warnings and operational guidance³³.

In this regard, the Algerian legislator has eschewed the traditional risk-based trigger in favor of a broader standard rooted in the principle of safety and anticipated usage. Articles 4(1) and 9 of Law No. 09-03 articulate that any product made available for consumption must meet prevailing safety benchmarks under both normal and reasonably foreseeable usage conditions and must not jeopardize the consumer's health, security, or legitimate interests³⁴.

2.3. Substantive Enrichment of the Duty to Advise

The duty to advise transcends the mere act of conveying facts; it is a dynamic, purposive engagement wherein the professional must assess and address the consumer's post-contractual needs, particularly with respect to preservation, expiration, and maintenance of the product. This duty becomes especially pronounced in the context of perishable or medically sensitive goods—such as pharmaceuticals and foodstuffs—where shelf life and storage conditions can substantially impact the product's efficacy or safety³⁵.

For instance, a pharmacist's obligations are not fulfilled by enumerating adverse drug interactions alone. The pharmacist must also explicate optimal storage practices, interpret expiration data, and offer adjunctive therapeutic recommendations where clinically appropriate. Similarly, food producers are expected to convey comprehensive guidance on how to prevent spoilage and contamination. Such instructions—often transmitted via succinct label annotations like "Keep refrigerated"—constitute a legally significant form of advisory communication³⁶.

2.2- Expanding the Personal Scope of Modern Obligations

The legal obligations discussed do not operate within the confines of the dyadic seller-consumer relationship but radiate outward through the entire commercial supply chain. The doctrine recognizes that a multitude of actors—manufacturers, importers, wholesalers, distributors, and retailers—contribute to the product's journey from origin to end-user³⁷. Concurrently, the category of beneficiaries is not restricted to the immediate purchaser, but includes any ultimate user whose welfare the law seeks to protect.

2.2.1- Debtors of Legal Obligations: The Spectrum of Professional Actors

In Article 3 of Law No. 09-03, the Algerian legislator defines a "professional operator" (intervenant) expansively, encompassing any individual or legal entity involved in the process of making a product available for consumption. This inclusive approach ensures that responsibility is not exclusively tethered to the manufacturer, but diffused across all contributors to the consumer transaction³⁸.

2.2.1.1- The Manufacturer

The manufacturer is the original architect of the product and hence possesses the most granular and authoritative knowledge regarding its composition, functionality, and potential risks. Accordingly, the manufacturer bears the brunt of modern obligations, serving as the primary vector for the transmission of essential information and guidance.

2.2.1.2- The Importer

While Algerian Order No. 03-04 lacks a definitive taxonomy of importers, prevailing legal interpretation equates importers to manufacturers for the purposes of liability and disclosure. Importers function as gateways through which foreign products penetrate the domestic market and thus are held to commensurate standards of accountability.

2.2.1.3- The Distributor

Distributors, who operate as intermediaries between producers and vendors, are similarly encumbered with obligations to disclose and warn. Although their liability may be mitigated by their degree of knowledge, distributors cannot abdicate responsibility for information that they either know or ought to know under a reasonable standard of professional diligence.

2.2.1.4- The Vendor

In the wake of burgeoning scientific innovation and the omnipresence of increasingly sophisticated and multifaceted goods and services in contemporary markets, the conventional obligation to merely provide rudimentary information about a product has unequivocally become obsolete. The exponential complexity of consumer environments necessitates a paradigm shift. It requires a move from minimalistic disclosures to a robust, multilayered framework of legal duties. These enhanced obligations are not only wider in scope but deeper in substance, extending the informational perimeter to include data that enables the consumer to make a conscious and well-calibrated decision—not merely as a party to a contract, but as an informed and autonomous user of a product or service often shrouded in technical opacity.

The vendor occupies the front lines of consumer interaction and thus shoulders the visible burden of legal compliance. Vendors bifurcate into two distinct classes:

- **Specialized Vendors** possess technical or scientific acumen concerning the products they market. Their obligations are correspondingly expansive and may include bespoke advisory services tailored to individual consumers.

- **Non-Specialized Vendors** engage in generalized commerce without niche expertise. Although their legal obligations are proportionally narrower, they are not absolved from the core duties to inform, warn, and advise to the extent of their actual or constructive knowledge.

The spectrum of specialization thus modulates the intensity but not the existence of modern obligations. Even a lack of professional expertise does not exempt the vendor from baseline compliance duties aimed at safeguarding consumer welfare³⁹.

2.3. Creditors of Legal Obligations: The Consumers

The consumer, as the ultimate recipient of the good or service, is the principal creditor in the matrix of modern obligations. A doctrinal distinction must be drawn between ordinary consumers and technically proficient buyers.

2.3.1- The Non-Specialized Consumer

According to Article 1 of Law No. 09-03, the term "consumer" encompasses any individual or entity who, with or without compensation, acquires a product or service for final use. The law presumes that such individuals lack specialized knowledge, rendering their ignorance not only plausible but legally protected. As a result, sellers and intermediaries are bound to exercise heightened diligence in ensuring that the consumer's consent is both informed and free from undue asymmetry⁴⁰.

2.3.2- The Specialized Buyer

A specialized buyer—such as a business entity operating in the same sector as the seller—is presumed to possess sufficient expertise to comprehend the nuances of the transaction. In such cases, the legal burden on the seller is proportionally diminished, as the informational asymmetry that justifies modern obligations is substantially attenuated. Nonetheless, this attenuation does not amount to a waiver, and residual duties may persist based on the complexity of the product and the foreseeability of misuse.

Through the dual expansion of both the material and personal dimensions of modern legal obligations, contemporary consumer protection regimes have evolved into sophisticated legal architectures. These structures are designed not only to equilibrate the contractual imbalance between sellers and consumers but to elevate the normative standard of care across all stages of the commercial transaction⁴¹.

Conclusion:

1. Findings

Empirical legal reality has unequivocally demonstrated the structural inadequacy of classical civil law doctrines in addressing the epistemological asymmetry between the consumer and the professional operator. Traditional constructs such as the theory of vitiated consent or the doctrine of sufficient knowledge of the sold item offer only the drastic remedy of contract nullification—a sanction that, while doctrinally coherent, fails to reconcile with the practical and legitimate aspirations of consumers to access goods and services that fulfill

their everyday needs. Consequently, the emergence of modern obligations—specifically, the duties to inform, to warn, and to advise—has become one of the cornerstones of contemporary consumer protection policy.

These obligations collectively serve as an operational bridge between abstract consumer rights and their material enforcement within contractual relations. Their existence not only mitigates informational disparities but also fosters a climate of contractual transparency, accountability, and substantive fairness. They constitute, in effect, a reconfiguration of the ethical foundations of contract law, introducing a normative layer of solidarity and diligence into transactions historically governed by the *laissez-faire* principle of autonomy of will.

The Algerian legislator's approach epitomizes this evolution. The duty to inform was first enshrined in Law No. 89-02 on the general framework for consumer protection, later repealed and superseded by Law No. 09-03 on consumer protection and anti-fraud, which reaffirmed in its fifth chapter the mandatory nature of consumer information. This legislative continuity underscores the enduring centrality of informational transparency as a legal instrument for protecting consumer consent.

Conversely, the duties to warn and to advise, although not yet explicitly codified as autonomous obligations within Algerian law, can be inferred as implicit corollaries of the overarching principles of good faith (*bonne foi*) and contractual cooperation. They represent the natural outgrowth of the moralization of contractual performance—a doctrinal trajectory that seeks to harmonize private law with public policy imperatives.

2. Recommendations

Given their indispensable role in the architecture of consumer protection, there is a compelling need for the legislator to formally recognize the duties to warn and advise as independent, self-standing legal obligations. Such codification would not merely close existing normative lacunae but would also consolidate Algeria's alignment with comparative legal systems that have long recognized these duties as integral components of the producer's special liability regime (*responsabilité du producteur*). In doing so, the Algerian legal framework would move closer to achieving an equilibrium between market efficiency and human safety, ensuring that the principle of consumer welfare remains the teleological anchor of modern contract law.

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