

# **The Role of the Legal Regulation of Electronic Food Contracts in Strengthening Food Security and Consumer Protection in Algerian Legislation**

*Academic Intervention*

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**Received: 22 /01/ 2026 accepted: 12/03/2026 published: 26/05/2026**

## **Abstract**

The expansion of electronic commerce has transformed the ways in which consumers access goods and services, including food products. In Algeria, this transformation raises important legal issues because the online sale of food does not concern ordinary goods only; it concerns products directly connected to public health, consumer safety, traceability, storage, transport, labelling, conformity and contractual liability. The electronic food contract is therefore a complex legal relationship situated at the intersection of electronic commerce law, consumer protection law, food safety requirements, electronic evidence and personal data protection.

This intervention examines the role of the legal regulation of electronic food contracts in strengthening food security and consumer protection under Algerian legislation. It focuses mainly on Law No. 18-05 of 10 May 2018 relating to electronic commerce, Law No. 09-03 of 25 February 2009 relating to consumer protection and the repression of fraud, and Law No. 15-04 of 1 February 2015 laying down the general rules relating to electronic signature and electronic certification.[1] [2] [3] The central argument is that effective protection in the online food sector cannot be achieved merely by recognising the validity of electronic contracts. It also requires transparent online offers, reliable identification of the electronic supplier, accurate pre-contractual food information, conformity and safety guarantees, secure payment, electronic evidence, personal data protection, and effective remedies in cases of non-conformity or harm.

**Keywords:** electronic contracts, food trade, electronic commerce, electronic supplier, electronic consumer, consumer protection, food safety, conformity, legal regulation, Algerian law.

## Introduction

The digitalisation of commercial exchanges has reshaped the traditional structure of contract formation and consumer behaviour. Consumers increasingly buy goods through websites, mobile applications, marketplace platforms and social media pages. This evolution has facilitated access to products, expanded commercial opportunities and accelerated transactions. However, it has also created new legal risks, particularly when the goods sold online are food products. Food products have a special legal and social nature because they are directly linked to the consumer's health and physical safety. A food product may become dangerous if it is expired, improperly stored, transported under unsuitable temperature conditions, insufficiently labelled, contaminated, or offered without clear information about its origin, composition and conditions of use.

The online sale of food products therefore cannot be analysed as a simple remote sale. It is a contractual relationship in which several legal dimensions overlap. The first dimension is contractual, since the consumer expresses consent electronically and becomes bound by an online contract. The second dimension is protective, because the consumer is generally the weaker party and often accepts standard terms without negotiation. The third dimension is sanitary, because the object of the contract is food and may affect public health. The fourth dimension is digital, because the transaction relies on electronic platforms, online payment systems, electronic evidence and the collection of personal data.

Algerian legislation provides a significant legal basis for dealing with these issues. Law No. 18-05 relating to electronic commerce establishes the general rules governing electronic commerce in goods and services.[1] It regulates the electronic supplier, the electronic consumer, the online commercial offer, contract formation, electronic payment, invoicing, liability, data protection and certain remedies. Nevertheless, when the contract concerns food products, Law No. 18-05 must be read together with Law No. 09-03 relating to consumer protection and the repression of fraud.[2] This latter law establishes substantive obligations concerning product safety, hygiene, conformity, information, labelling and guarantees. Moreover, Law No. 15-04 relating to electronic signature and electronic certification contributes to digital trust by regulating electronic evidence and certification mechanisms.[3]

The importance of this topic is both practical and theoretical. Practically, the consumer who purchases food online does not physically inspect the product before concluding the contract. He or she relies on photographs, descriptions, digital labels, delivery promises and platform policies. The consumer may discover the product's defect only after delivery, when the food is expired, damaged, inconsistent with the description, or transported under inappropriate conditions. Theoretically, the topic raises the question of the balance between contractual freedom and mandatory legal protection. Electronic commerce requires flexibility, speed and freedom of exchange, yet food trade requires strict legal safeguards because it affects health and food security.

The research problem may therefore be formulated as follows: **to what extent does Algerian legislation ensure an effective balance between the freedom of electronic contracting in the field of food products and the need to protect consumers and strengthen food security?** This main question leads to several subsidiary questions. What is

the legal nature of the electronic food contract? How does Algerian law regulate the electronic commercial offer and the consumer's consent? Are the existing rules sufficient to ensure food safety, conformity, information and guarantee in the digital environment? What is the scope of the electronic supplier's responsibility when delivery, storage, payment or data processing are carried out through third parties?

This intervention adopts an analytical legal method based on the examination of relevant Algerian statutes. It also adopts a descriptive approach to clarify the specific nature of electronic food trade, and a critical approach to evaluate whether existing rules are sufficient to protect the consumer and reinforce food security in the digital marketplace.

### **First Main Section: The Conceptual and Legal Framework of Electronic Food Contracts in Algerian Legislation**

Understanding the electronic food contract requires moving beyond the general idea of a contract concluded at a distance. This type of contract combines two sensitive elements. The first is the electronic element, which concerns the means of concluding the contract, proving it, paying for it and storing its data. The second is the food element, which concerns the safety, conformity, origin, expiry date, composition, preservation and delivery conditions of the product. For this reason, the legal framework of electronic food contracts must be constructed through a combined reading of the rules governing electronic commerce and the rules governing consumer protection and food safety.

#### **1. The Concept and Characteristics of the Electronic Food Contract**

In the context of electronic commerce, the electronic contract is an agreement concluded at a distance through electronic communications between an electronic supplier and an electronic consumer. Law No. 18-05 defines electronic commerce as the activity whereby an electronic supplier proposes or ensures the provision of goods or services at a distance to an electronic consumer by means of electronic communications.[1] The same law also defines the electronic contract as a contract concluded remotely, without the simultaneous physical presence of the parties, by relying exclusively on electronic communication technology.[1]

This definition is important because it shifts the legal focus from the physical place of sale to the electronic method of contracting. The essential elements of the transaction are no longer the shop, the counter or the direct meeting between seller and buyer, but rather the online offer, electronic acceptance, confirmation of the order and digital record of the transaction. However, when the object of the contract is food, the electronic contract acquires a specific character. The product must not only correspond to the online description; it must also be safe, suitable for consumption, properly stored, properly transported and accompanied by the information necessary for the consumer's informed decision.

Law No. 18-05 defines the electronic consumer as any natural or legal person who acquires, for consideration or free of charge, a good or service through electronic communications from an electronic supplier for final use. It also defines the electronic supplier as any natural or legal person who markets or proposes the provision of goods or services through electronic communications.[1]

The electronic food contract differs from the traditional contract for the sale of food in several respects. In traditional sales, the consumer may inspect the product, read the label, observe the conditions in which it is displayed and speak directly to the seller. In online sales, the consumer relies mainly on digital information. The product page becomes the main source of knowledge, and the consumer's consent is based on what the supplier chooses to display. If the information is incomplete or misleading, the consumer's consent may be formally expressed but materially uninformed. Therefore, consumer protection in electronic food contracts must be preventive rather than merely remedial. It must ensure the clarity of information before the contract is concluded, not only compensation after harm has occurred.

Electronic food contracts also have several legal characteristics. They are distance contracts, which makes pre-contractual information essential. They are generally consumer contracts, because the supplier acts professionally while the consumer acquires the product for final use. They concern sensitive goods, because food may deteriorate quickly and may be affected by temperature, humidity, packaging, transport and hygiene. Finally, they require reliable electronic evidence, because disputes may relate to the content of the offer, the date of the order, the price, the delivery time, the condition of the product upon delivery, or the information made available to the consumer before acceptance.

## **2. The Legal Nature of the Relationship Between the Electronic Supplier and the Consumer**

The relationship created by an electronic food contract is generally an unequal consumer relationship. The electronic supplier controls the platform, the product presentation, the standard contractual terms, the payment methods, the delivery arrangements and the after-sale complaint procedure. The consumer, by contrast, usually accepts pre-drafted conditions and does not negotiate the terms of the transaction. This imbalance justifies the intervention of mandatory protective rules, even though the contract remains based on the principle of contractual freedom.

Law No. 18-05 reflects this protective approach by imposing requirements on the electronic supplier. Article 8 provides that the practice of electronic commerce is subject to registration in the commercial register or, where applicable, in the register of crafts and trades, and to the publication of a website or electronic page hosted in Algeria under the "com.dz" domain.[1] The same provision also requires mechanisms enabling verification of the authenticity of the website. This requirement is not merely administrative. In the food sector, identifying the supplier is a fundamental guarantee because it makes it possible to trace the product, determine responsibility and allow the consumer or public authorities to act in case of fraud, poisoning, non-conformity or harm.

The obligation to identify the electronic supplier is particularly significant in online food trade because anonymity can weaken the entire system of consumer protection. When food is sold through informal pages or unverified platforms, the consumer may not know who stored the product, who transported it, where it came from, whether the supplier is registered, or which authority can be contacted in case of damage. The legal identification of the supplier therefore serves both contractual and sanitary functions. It protects consent, facilitates evidence and supports the traceability of food products.

Law No. 09-03 complements this framework by using the broader concept of the “intervening party” or economic operator involved in placing products for consumption.[2] This concept is important because food safety does not depend only on the final seller. It may involve producers, importers, distributors, storage operators, transporters and online sellers. Consequently, the consumer protection system must not be limited to the visible platform. It must extend to all persons whose intervention affects the safety, conformity or availability of the food product.

The electronic supplier’s role may also vary according to the business model. Some suppliers own the products and control storage and delivery. Others operate as intermediaries connecting consumers with restaurants, shops or producers. Some platforms process payments and manage complaints, while others merely display products. From a consumer protection perspective, the decisive issue is not only the supplier’s formal label, but also the actual control exercised over the offer, payment, delivery and after-sale process. The more the platform controls the transaction, the stronger its responsibility should be toward the consumer.

### **3. The Main Legal Texts Governing Electronic Food Contracts**

The legal regulation of electronic food contracts in Algeria is based on the interaction of several legislative instruments. Law No. 18-05 provides the general legal framework for electronic commerce. It covers the electronic commercial offer, the conclusion of the electronic contract, the supplier’s obligations, electronic payment, invoicing, complaint mechanisms, return of products, liability and personal data protection.[1] This law is indispensable because it adapts contractual mechanisms to the digital environment.

Law No. 09-03 provides the substantive consumer protection framework. It imposes obligations concerning the safety of food products, hygiene, product security, conformity, information, labelling, guarantee and the repression of fraud.[2] Its importance lies in the fact that electronic commerce law alone cannot answer all questions related to food products. It can regulate how the contract is concluded online, but it does not replace the rules determining whether the product is safe, conforming and properly labelled.

Law No. 15-04 contributes to the legal security of electronic transactions by regulating electronic signature and electronic certification.[3] It is necessary to distinguish between Law No. 18-05 and Law No. 15-04. The former concerns electronic commerce as a commercial activity, while the latter concerns electronic signature, certification and digital trust. This distinction is methodologically important because electronic food contracts may require proof of the order, the invoice, the terms accepted by the consumer, the identity of the supplier and, in some cases, electronic documents relating to product conformity, origin or quality.

Algerian legislation does not currently contain a specific and autonomous statute entitled “electronic food commerce”. The regulation of this sector is therefore built through the combination of general electronic commerce rules and general consumer protection rules. This combined approach is useful, but it also requires a functional interpretation adapted to food products. Food cannot be treated in the same way as clothing, electronic devices or digital services. It is a product that may endanger health if it is not safe, properly preserved, accurately described and delivered under appropriate conditions. Therefore, the existing legal rules should be applied with greater strictness when the object of the online contract is food.

This conceptual and legal framework shows that the electronic food contract is not merely a technological form of sale. It is a legally complex instrument that must reconcile contractual freedom with mandatory rules of public order. The next section examines how this reconciliation appears through the concrete mechanisms of consumer protection.

## **Second Main Section: Legal Mechanisms for Consumer Protection and the Strengthening of Food Security in Electronic Food Contracts**

The legal protection of the consumer in electronic food contracts begins before the contract is concluded and continues throughout its performance and after its execution. It begins with the transparency of the electronic commercial offer, continues with the protection of consent during the order process, extends to safety, conformity, guarantee and delivery, and includes remedies, supplier liability, electronic payment, personal data protection and digital trust. This broad protection is necessary because the consumer's vulnerability in online food trade is both contractual and sanitary.

### **1. Pre-Contractual Protection Through the Electronic Offer and Consumer Information**

Contractual freedom has no real value unless the consumer makes a decision based on clear, accurate and sufficient information. Law No. 18-05 requires every electronic commercial transaction to be preceded by an electronic commercial offer and documented through an electronic contract validated by the electronic consumer.[1] This means that the online offer is not a simple advertisement. It is a legally relevant stage that prepares the formation of the contract and determines the content of the consumer's consent.

Article 11 of Law No. 18-05 requires the electronic supplier to present the commercial offer in a visible, readable and understandable manner.[1] The offer must include essential information concerning the supplier's identity, tax identification number, physical and electronic addresses, telephone number, commercial register number or professional card, as well as the nature, characteristics and prices of the goods or services, their availability, delivery methods, delivery costs, delivery periods, general terms of sale, guarantee conditions, after-sale service, payment methods, termination conditions, the validity period of the offer, conditions and time limits for withdrawal where applicable, and procedures for returning, replacing or refunding the product.[1]

In the field of food products, this obligation must be interpreted in a more demanding manner. The nature and characteristics of the product should include, according to the type of food, its ingredients, origin, expiry date or minimum durability date, storage conditions, allergens, preparation instructions, packaging characteristics, net quantity, nutritional information where applicable, and the identity of the producer or distributor. The consumer cannot make an informed decision if the online page merely displays a photo and a price without providing the essential data that normally appears on the label.

Law No. 09-03 reinforces this duty to inform the consumer. Article 17 requires every intervening party to inform the consumer of all information relating to the product placed for consumption through labelling, marking or any other appropriate means.[2] Article 18 further requires that labelling information, instructions for use, user manuals, guarantee conditions and any other legally required information be written primarily in Arabic, with the possibility of

adding one or more other easily understood languages, and that such information be visible, readable and indelible.[2]

These provisions acquire a special meaning in electronic commerce. Labelling should not be confined to the physical package received after delivery. The product page must perform a digital labelling function because the consumer decides before seeing the package. Therefore, the essential information that affects consent must be available before the consumer confirms the order. In the absence of digital labelling, the consumer's decision may be made without sufficient knowledge of the product's nature, composition, origin, expiry or preservation conditions.

The obligation of information is also linked to the prevention of misleading practices. If the online description exaggerates the quality of the product, hides its limitations, omits the presence of allergens, fails to mention that the product requires refrigeration, or presents an unavailable product as available, the consumer's consent is affected. In the food sector, such practices may not only cause economic damage; they may also create health risks. Accordingly, the transparency of the electronic offer is a central instrument for both consumer protection and food security.

## **2. Protection of Consent During the Formation of the Electronic Contract**

Law No. 18-05 regulates the stages through which an electronic order is concluded. The order process must allow the consumer to access the contractual terms, verify the details of the order, correct possible errors, modify or cancel the order, and then confirm it in a manner that results in the formation of the contract.[1] This mechanism protects the consumer against haste, error and involuntary acceptance.

In electronic food trade, the verification stage is particularly important. The consumer must be able to review the product, quantity, unit price, total price, delivery fees, delivery address, expected delivery time and any special preservation conditions. If the product requires refrigeration or rapid consumption, the consumer should be informed before confirming the order. If the platform does not enable the consumer to verify these elements, the resulting consent may be formally valid but insufficiently informed.

Law No. 18-05 also requires that the consumer's choice be expressed explicitly and that the fields to be filled in should not contain data intended to guide the consumer's choice.[1] This rule is significant in the digital environment because pre-ticked boxes, hidden fees, automatic acceptance of promotional messages, imposed delivery options or bundled services may undermine free consent. In food contracts, such practices may also affect health and safety if they lead the consumer to accept inappropriate delivery conditions, replacement products, or data processing practices without clear consent.

Article 13 of Law No. 18-05 specifies the mandatory content of the electronic contract, including the detailed characteristics of goods or services, terms and methods of delivery, guarantee conditions and after-sale services, termination conditions, payment methods, return procedures, complaint handling methods, the competent court in case of dispute and, where applicable, the duration of the contract.[1] These requirements are designed to prevent ambiguous online contracts in which consumers discover essential terms only after payment or delivery.

The legal protection of consent should also be connected to the quality of the interface. In practice, many consumers conclude contracts through mobile applications where information may be compressed, hidden behind icons, or written in very small characters. The requirement that the offer be visible, readable and understandable should therefore apply to all devices and interfaces. A clause that is theoretically available but practically inaccessible does not achieve the protective purpose of the law.

### **3. Protection During Performance: Safety, Conformity, Guarantee and Delivery**

Food safety is the core of legal protection in electronic food contracts. Article 4 of Law No. 09-03 provides that every intervening party in the process of placing foodstuffs for consumption must respect the obligation of safety and ensure that such foodstuffs do not harm the consumer's health.[2] This obligation is not limited to producers. It may extend to any person who contributes to making the food product available to the consumer, including those who sell, store, distribute or deliver food through electronic means.

Article 6 of the same law reinforces this obligation by requiring every intervening party in the process of placing foodstuffs for consumption to respect hygiene and sanitary conditions concerning staff, manufacturing premises, processing premises, transformation premises, storage places and means of transport, and to ensure that the products are not exposed to deterioration by biological, chemical or physical agents.[2] This provision is highly relevant to electronic food contracts because online sale often depends on storage and delivery networks. If the supplier controls or chooses the logistics operator, it cannot claim that its role is purely digital when food safety is compromised during transport.

In electronic food trade, delivery is not merely a logistical operation. It is a legal stage that determines whether the supplier has properly performed the contract. A food product that arrives late, melted, contaminated, damaged, expired or transported without the required temperature conditions cannot be considered properly delivered. Therefore, delivery must be assessed qualitatively and not only chronologically. It is not enough that the product reaches the consumer's address; it must reach that address in a safe and conforming condition.

Product conformity is also essential. Article 9 of Law No. 09-03 requires products placed for consumption to be guaranteed and to provide security in light of their legitimate expected use, without harming the health, safety or interests of consumers under normal or reasonably foreseeable conditions of use.[2] Article 11 further requires every product placed for consumption to meet the legitimate expectations of the consumer with regard to its nature, category, origin, essential characteristics, composition, proportions, identity, quantity, usability and risks, and also with regard to its source, expected results, packaging, manufacturing date, expiry date, method of use, preservation conditions and related precautions.[2]

These provisions are particularly important when the consumer purchases food online because the consumer's legitimate expectations are formed by the digital description. If the product received does not correspond to the online description, if it lacks the promised characteristics, if its expiry date is too short compared with what the consumer could reasonably expect, or if it was delivered under conditions inconsistent with its preservation requirements, the supplier may be in breach of conformity obligations.

The legal guarantee strengthens this protection. Article 13 of Law No. 09-03 provides that every purchaser of a product benefits from a legal guarantee, and that this guarantee also extends to services.[2] In case of a defect, the intervening party must, during the guarantee period, replace the product, refund its price, repair it or modify the service at its own expense, and the consumer must benefit from the execution of the guarantee without additional costs.[2] Although repair is not always suitable for food products because of their consumable and perishable nature, replacement, refund and compensation are particularly relevant. If a consumer receives expired or spoiled food, or food that does not correspond to the online offer, the guarantee mechanism should enable rapid and effective redress.

#### **4. Supplier Liability, Consumer Remedies and Effective Enforcement**

Article 18 of Law No. 18-05 establishes a key rule of liability. After the conclusion of the electronic contract, the electronic supplier is legally responsible toward the electronic consumer for the proper performance of the obligations arising from that contract, whether these obligations are performed by the supplier itself or by other service providers, without prejudice to the supplier's right of recourse against them.[1] This rule is crucial for electronic food contracts because several actors may intervene in the transaction, including delivery companies, payment service providers, warehouses and platform operators.

The practical effect of this provision is that the consumer should not be forced to determine which subcontractor caused the defect. If delivery is delayed, if the product arrives damaged, if cold-chain requirements are not respected, or if the order does not correspond to the product received, the consumer may turn first to the electronic supplier. The supplier may then seek recourse against the delivery company, warehouse or other service provider if that party is responsible. This approach prevents the fragmentation of liability and strengthens consumer protection.

Law No. 18-05 also requires the supplier to issue an invoice for every sale of goods or provision of services through electronic communications and to deliver it to the electronic consumer, who may request it in paper form.[1] The invoice is not a mere accounting document. It is a means of evidence that identifies the supplier, the product, the price, the date of the transaction and the essential elements needed to file a complaint, claim a guarantee or establish responsibility.

The same law regulates cases of late delivery and non-conformity. Article 22 provides that, where the electronic supplier fails to respect delivery deadlines, the electronic consumer may return the product in its original condition within a maximum period of four working days from the date of actual delivery, without prejudice to the right to claim compensation for damage. The supplier must refund the amount paid and the costs of return within fifteen days from receipt of the product.[1] Article 23 requires the supplier to take back the product if a non-conforming item is delivered or if the product is defective, and to proceed, as appropriate, with a new delivery corresponding to the order, repair, replacement with an equivalent product, cancellation of the order or refund of the sums paid.[1]

The application of these provisions to food products requires adaptation to the nature of food. Repair is usually irrelevant, while replacement, refund and compensation are more appropriate. Moreover, when the defect creates a health risk, the response should not be limited

to a private settlement between supplier and consumer. Public authorities may need to be informed, and the product may need to be withdrawn from circulation. Thus, consumer remedies in the field of food contracts also contribute to food security.

Effective enforcement remains one of the main challenges. Legal rules may be clear, but their protective value depends on the capacity to apply them to real digital practices. Informal online sellers, social media pages without legal identification, unclear complaint procedures, lack of digital invoices and weak traceability can undermine protection. Therefore, the effectiveness of Algerian law in this field depends not only on legislative texts, but also on administrative control, platform compliance, consumer awareness and judicial interpretation.

### **5. Electronic Payment, Personal Data Protection and Digital Trust**

Electronic food contracts also raise issues of payment security and data protection. Article 27 of Law No. 18-05 provides that payment in electronic commercial transactions may be made remotely or upon delivery, using payment methods authorised under applicable legislation. When payment is electronic, it must be processed through dedicated payment platforms established and operated exclusively by banks approved by the Bank of Algeria and Algeria Post, connected to the electronic payment system.[1] This requirement protects consumers against unsafe payment channels and contributes to the traceability of transactions.

In food trade, payment upon delivery may allow the consumer to verify the physical condition of the product before paying. However, it does not exempt the supplier from the obligation to provide safe and conforming goods. Prepayment, on the other hand, requires stronger protection regarding refund, return and compensation. Therefore, payment conditions must be clearly explained in the online offer and in the electronic contract.

Electronic commerce involves the collection of personal data such as names, addresses, telephone numbers, payment information, consumption habits and sometimes sensitive information indirectly related to diet, allergies or health conditions. Article 26 of Law No. 18-05 requires the electronic supplier that collects personal data and creates customer or potential customer files to collect only the data necessary for concluding commercial transactions, obtain the consent of electronic consumers before collecting data, ensure the security of information systems and the confidentiality of data, and comply with applicable legal and regulatory provisions.[1]

This obligation has special importance in the field of food because consumer choices may reveal health-related preferences or restrictions. The purchase of gluten-free products, diabetic food, infant formula, diet products or allergen-free products may indirectly disclose private information. Data processing must therefore remain proportionate, necessary and based on consent. Consent to data collection or marketing should be separate from the confirmation of the food order and should not be hidden in pre-ticked boxes or obscure clauses.

Digital trust is also reinforced by Law No. 15-04 on electronic signature and electronic certification.[3] Although most consumer food contracts are not concluded through advanced qualified electronic signatures, the legal framework for electronic signature and certification remains relevant for preserving electronic documents, invoices, order records, supplier identification, certificates of conformity and evidence in disputes. In professional relations

between suppliers, producers and distributors, reliable electronic certification can also support traceability and quality control.

The legal mechanisms examined in this section show that consumer protection and food security are closely connected in the online environment. The consumer is protected not only as a contracting party, but also as a person whose health and personal data may be affected by the digital food market. Therefore, the legal regulation of electronic food contracts should be understood as a tool for both market confidence and public health protection.

## **Conclusion**

### **Summary**

This intervention has shown that electronic food contracts are not merely a modern form of distance selling. They are complex legal relationships combining electronic commerce, consumer protection, food safety, electronic evidence, payment security and personal data protection. Algerian law provides an important foundation for regulating this field through Law No. 18-05 on electronic commerce, Law No. 09-03 on consumer protection and the repression of fraud, and Law No. 15-04 on electronic signature and electronic certification.[1] [2] [3]

The study has demonstrated that Law No. 18-05 regulates the digital dimension of the contract by addressing the electronic offer, the electronic supplier, the electronic consumer, the formation of the contract, payment, invoicing, liability and data protection. Law No. 09-03 provides the substantive rules necessary to protect the consumer against unsafe, non-conforming or insufficiently labelled products. Law No. 15-04 contributes to digital trust by providing a legal framework for electronic signature and certification. However, effective protection requires an integrated reading of these statutes, because the online food contract is both a digital transaction and a food safety issue.

### **Findings**

The first finding is that Algerian legislation has established a valuable framework for electronic commerce, but this framework remains general and does not contain detailed rules specifically devoted to electronic food commerce. Therefore, the application of Law No. 18-05 to food products must be complemented by the provisions of Law No. 09-03 on safety, hygiene, conformity, information, labelling and guarantee.[1] [2]

The second finding is that the electronic commercial offer is the cornerstone of consumer protection. Since the consumer does not physically inspect the food product before contracting, the online product page must perform the function of a digital label. It should provide essential information regarding the product's nature, origin, ingredients, expiry date, storage conditions, allergens, price, delivery methods and return procedures. Without such information, consent cannot be considered fully informed.

The third finding is that the electronic supplier's liability is central to the effectiveness of consumer protection. Article 18 of Law No. 18-05 makes the supplier responsible for proper contractual performance even when obligations are performed by other service providers.[1] This is particularly important in electronic food trade because delivery, storage and payment

may involve several actors. The consumer should not bear the burden of identifying which actor caused the defect.

The fourth finding is that food safety transforms the nature of delivery. In ordinary contracts, delivery may be understood mainly as the physical transfer of goods. In electronic food contracts, delivery must mean the transfer of a safe, conforming and properly preserved product. A food product delivered under unsuitable temperature, hygiene or packaging conditions should not be treated as properly delivered, even if it arrives on time.

The fifth finding is that personal data protection has become an integral part of consumer protection in the digital food market. Food purchases may reveal consumption habits and, in some cases, health-related information. Therefore, suppliers must limit data collection to what is necessary, obtain consent, protect confidentiality and avoid using consumer data for purposes unrelated to the contract without a valid legal basis.

The final finding is that the main challenge lies not only in the existence of legal texts but in their practical enforcement. Informal online suppliers, insufficiently transparent social media sales, weak digital labelling, unclear complaint mechanisms and inadequate traceability may reduce the effectiveness of the current legal framework.

## **Recommendations**

The first recommendation is to adopt specific regulatory provisions for electronic food commerce. These provisions should define the mandatory digital food information that must appear on the product page before contract formation, including origin, ingredients, expiry date, preservation conditions, allergens, usage instructions, producer or distributor identity and delivery requirements. This information should not be postponed until the physical delivery of the product.

The second recommendation is to strengthen the control of electronic suppliers active in the food sector. Online food sales should be clearly linked to the supplier's legal registration, tax identification, physical address and accessible contact information. This would reduce anonymous sales and facilitate accountability in cases of fraud, non-conformity or health damage.

The third recommendation is to require platforms and applications that sell food products to provide simple and rapid complaint, return and refund procedures. The consumer should be able to keep an electronic copy of the contract, invoice and order record. Complaint procedures should be as accessible as purchase procedures, because legal protection loses effectiveness if remedies are slow, unclear or difficult to use.

The fourth recommendation is to regulate storage and transport conditions in electronic food trade, especially for perishable products and products requiring refrigeration or special packaging. Delivery should be legally understood as the obligation to deliver the product in a safe, conforming and hygienic condition, not merely as the obligation to transport it to the consumer's address.

The fifth recommendation is to improve consumer awareness regarding rights in electronic commerce, particularly the right to information, the right to an invoice, the legal guarantee, return in cases of non-conformity, refund and protection of personal data. At the same time,

electronic suppliers should receive training on their legal obligations in the food sector so that they understand electronic commerce not merely as a marketing tool but as a regulated professional activity involving precise legal responsibilities.

In conclusion, the legal regulation of electronic food contracts can contribute significantly to strengthening food security and consumer protection in Algeria. However, this contribution depends on the ability to apply existing legal rules in a coordinated and strict manner, adapt them to digital food practices and ensure that platforms, suppliers and consumers are fully aware of their rights and obligations.

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