



The Ambiguous Meaning of 'Product' in Product Liability Regime: The Case of The Algerian Law and Some Comparative Law

المفهوم الملتبس للمنتج في نظام المسؤولية المدنية للمنتج: حالة التشريع الجزائري وبعض التشريعات المقارنة

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Abstract

The Civil liability system of producers and manufacturers is a brand new topic in Civil Law legal systems, considering its modernity and novelty in The French civil code which introduced this provision in 1998, as well as in the Algerian civil code which recently entered in 2005. And even in the Anglo-American legal system, in despite of the early emergence of the special system of producer and manufacturers in the early 1960s, the issue of defining the notion of "product" still disturbs the law-makers here. Indeed, this challenging question has moved to Algerian legislation, both in consumer protection law and civil code. This raises questions about the extent to which comparative legislation and Algerian legislation had contributed to the drawn up the outline of the notion of product.

Keywords: Product – Service – Goods (Wares) – Intellectual Product – Information as Product.

المخلص

يعتبر موضوع المسؤولية المدنية للمنتجين والمصنعين في معظم النظم المقارنة، موضوعا حديث النشأة خاصة في التشريعات المنتمية للمدرسة اللاتينو-جرمانية، إذ لم تندرج أحكامه إلا مؤخراً كما كان الحال في التشريع الفرنسي سنة 1998، ناهيك عن التشريعات العربية والتي لم تُدرج هذا النظام في تقنيناتها إلا مع مطلع الألفية

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الأخيرة على غرار التقنين المدني الجزائري سنة 2005.

وحتى الفقه والقضاء الأنجلو-أمريكي وبالرغم من الظهور المبكر للنظام الخاص لمسؤولية المنتجين والصناعات مطلع الستينيات، غير أن مسألة تحديد فكرة "المنتج" لا زالت تؤرق رجال القانون في البلد. وبالفعل انتقل هذا الخلاف إلى التشريع الجزائري سواء في قانون حماية المستهلك وكذلك التقنين المدني، هذا الذي يدعونا إلى التساؤل عن مدى تفوق التشريعات المقارنة والتشريع الجزائري في رسم ملامح هذا المفهوم.

الكلمات الدالة: المنتج، الخدمة، السلعة (البضاعة)، المنتج الفكري، المعلومة كمنتج.

1- Introduction

Since the promulgation of the Consumer Protection Act of 1989, the Algerian legislator has been in the process of framing the strict liability scheme of the producer for defective product, prior to its adoption in 2005 under article 140 bis of the Civil Code. This approach has been accompanied by several shifts in the concepts that have been mentioned in the past¹. Among these important concepts appeared the notion of 'product'.

This notion of product is one of the key-concepts recently adopted in Algerian tort law, as a basis of the strict product liability regime, considering its particularity it compared with other similar concepts. Most of Arab legislation (Algerian,² Egyptian³) before incorporating the provisions of product liability into their codes, have seen only rare uses of the term 'product', which reveal the modernity of this concept, which was in origin a para-legal notion as an economic concept.⁴

If referring to the idea of product from an economic point of view, it is considered to be an integral part of business market, since the Market is described as 'an arrangement for the exchange of goods and services', as well as 'a group of buyers and sellers of a particular good and service'.⁵

However, many problems that have hindered the process of integrating the idea of the product into the legal terminology, especially Tort law, The studies conducted by the European research group GRECA⁶ revealed many divisions in the legislative and jurisprudential positions in Europe, The task of uniting the meaning to be desired.

All these doubts surrounding this notion, invites us to study the comparative legal systems and assess the extent to which they can be used

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in our national legislation, by asking the following: To what extent did the legislations achieve the independence of the concept of product? At a time when the traditional term in the legal theory of goods ‘*Le droit des biens*’ is incapable of grasping this concept?

This article will discuss the issue of implementation of the product notion, primarily studied in the field of business law, secondly will be discuss some comparative approaches of Anglo-American tort law and European law, as well as the position of Algerian law.

2- Product vs. Goods and Service

2.1-Product as a Synonym of Goods

It is clear in European and Anglo-American legal system, that the term product is often used in an irregular manner to demonstrate multiple and sometimes contradictory meanings. This confusion and redundancy in the use of the term ‘product’, appeared in European domestic law as well as European community law.⁷

Consequently the European legislations, particularly the Rome Statute of the European Economic Community ECC, sometimes uses the term ‘product’ as a synonym of ‘goods’ or ‘merchandise’, especially in Article 9. Which preferred to use the term ‘goods’ to demonstrate ‘the principle of free circulation of goods’,⁸ contrary to the European Court of Justice, which used the term ‘product’ as a common appellation of product and goods through its recommendation No. 617, which stated ‘goods are intended in accordance with the provisions of the European Charter’ Article 9), any product shall bear the money and shall be a shop Commercial transactions.⁹

In the same way, the French Act of 1905 on fraud and forgery, relating to deception on the sale of goods, adopted the same unification between ‘goods’ and ‘product’, as it stipulates that the sale shall be on ‘goods’ or ‘products’ to constitute this crime, and considered to be a term ‘a merchandise or product all movable things that can be counted, weighed or measured’.¹⁰

By using the same reasoning, the French Court of Cassation, in a decision of its criminal Chamber, ruled out the application of the provisions of

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French Act of 1905, on non-physical movable property and restricted their application on products and material goods that that can be counted, weighed or measured,¹¹ as well as the United Nations Convention on Contracts for the International Sale of Goods Contracts (CISG), which restricted the scope of their application to the field of supply of tangible assets without any other performance of a moral nature.¹²

The Consumer Protection Act of 1987 goes the same way when linking the concepts of commodity and product by saying, ‘any commodity is a product ...’¹³ and Goods is defined as ‘any article, crop, or thing that comes out of the earth ..., or any vehicle, aircraft or vehicle’.¹⁴

In the American legal system, the Model Uniform Product Liability Act¹⁵ stated:

... ‘by Product’ we mean any object, substance, mixture, or raw material in a gaseous, liquid, or solid state, possessing intrinsic value which is capable of delivery either as an assembled whole or as a component part and is produced for introduction to trade or commerce; but such term does not include human tissue, blood and blood products, or organs.¹⁶

On the other hand, the Uniform Commercial Code, which regulated the provisions of a sales contract, defined the term Goods in Article 2(2) as:

Everything is transferred at the moment of sale except for the money to be paid as the price, Financial “investment securities” or moral rights () “Things in action”, "entered into the scope movables without real estate, material without moral.¹⁷

2.2- The Confusion Between ‘Product’ and ‘Service’

In the language of business, goods and service are regarded as two sides of a single coin, a ‘product’, the term product in the field of business is interpreted as a comprehensive description covering all classes of commercial transactions, most of which do not detract from the operations acquiring goods or the supplying services.¹⁸

This confusion go beyond doctrines, in this the phenomenon of confusion between the concepts of service and product overlap their functions, so what French jurisprudence called ‘sale of services contracts’

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(*Contrat de Vente de services*),¹⁹ is in fact out of the essence of service and is in real a service or agency contract (*Un louage d’ouvrage*) and not a contract Sale.²⁰

This overlap between the two concepts extended at the legislative level, considering the appellation of French law ‘The Act of Organization of Trips Sale’ (*La loi sur l’organization de la vente de voyages*),²¹ in the used of term ‘sale’ on tourism services, was contrary to the specificity of the product as well as Service, service is embodied in the fulfillment of a work or a performance of a service by the service provider for a fee paid by the beneficiary, services are not sold but are object of an enterprise or service contract regulated by the French Civil Code.²²

In contrast to the approach of the French legislator, his English counterpart recognized expressly the singularity of *The Service concept*, under the Supply of Goods and Services Act of 1982, by providing special provisions for these contracts. The supply of services contracts is defined by Article 12 of this Act which states: ‘The Supply for a service is a contract under which a person “the supplier” agrees to carry out a service’.²³

On the other hand American legislation devoted a special liability system for service providers distinct from of manufacturers or producers liability regime, which results in the exclusion of service providers from the scope of the strict liability regime imposed on manufacturers and producers. This exception is due to the special nature of service transactions, which imposes a liability regime based on the ‘reasonable prudent person standard’ away from the strict liability regime.²⁴

3- The Notion of ‘Product’ in European and American Law

3.1- The Notion of ‘Product’ in European law

As the European legislation attempts to adopt a homogenous concept a Product, it can be said that the desired harmony has been achieved partially, although there is a great reluctance to implement the product liability regime for intellectual products such as information contained in references, books or those contained in modern information

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tools, Such as Software or CD-Rom, as well as for pharmaceutical or medical product.²⁵

The study made by the European research group on Tort Law and Insurance GRERCA, revealed the existence of divisions in legislative and jurisprudential positions in Europe, between the need of inclusion of intellectual products in the category of product and the position of an opponent calling for its exclusion. This dispute begins at the legislative level under the different definitions of the product in the European legislation. referring to the French and Spanish legislation, they adopted a broad concept of product to include ‘All movables’ (*Tout biens meubles*) as did the European Directive,²⁶ contrary to the approved definitions of German and Belgian civil law and the English Consumer Protection Act, which recognized that the product is limited to material movable funds (*Biens corporel*)²⁷ which opens the way for interpretations and jurisprudential opinions on the issue of intellectual product in view of its intangible character.

If referring to The German law, which initially excluded intellectual creations from the Product Liability regime, as it only include material funds, this excludes the exclusion of intellectual production such as references and books, computer software or drawings and architectural designs plans, but there is a prevailing jurisprudence in Germany that called for the inclusion of this category in Product Liability, headed by Professor Olivier Berg,²⁸ so that this doctrine should recognize the possibility of applying this system to certain intellectual works, Reliance on the physical support on which these products are based as material movables in the original. He suggested applying this approach to the following categories:

1. The information contained in references and books, considering its as material supports, makes information and instructions contained therein such as, in spite of their intellectual nature. This lead us to apply the European Directive on Product liability, when references containing information or medical preparations was defective and

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caused damages to third- party, by admitting the liability of the publishing house.²⁹

2. The system may also be applied to software, when it is integrated in material support such as CD ROMs or floppy disks or those embedded in the computer.³⁰

3.2 - The Notion of ‘Product’ in American Law

American jurisprudence also saw the question of whether the Information as an independent entity is a product that it is subject to

subjugation or enslavement from the scope of product liability. This jurisprudence pointed to the need to distinguish this issue from the case of the breach of the duty of information ‘Informational defect’. In this case the product liability is triggered as a result of failure or defect in the performance of the duty of information concerning the product support, the lack - defect – of information is what makes the final product defective Does not respond to the legitimate expectations of consumer.³¹

This issue has witnessed a great deal of recent jurisprudence studies,³² explaining the difficulties faced by the American judiciary in adjudicating producers' claims for damage caused by defective information in the market against the safety or material interests of the people. The judiciary emphasizes the acceptance of such claims on the grounds that information contained in books, computer software, or even GPS systems is based on the intangible nature of these objects, as in the case of flawed information contained in an encyclopedia of fungal infections, the American judiciary refused to recognize the information as a product in view of its moral nature.³³

But American case law had a different position, in his handling of the category of information in the modern means of improvised software, such as aircraft or vehicles, noting that it is necessary to protect consumers from the intensive production of this kind of technologies threatened the safety of people and funds, so did not hesitate to the US judiciary in the case *Saloomy vs Jeppesen & Co*. To recognize the fact that the ‘aeronautic cards’ incorporated in the aircraft to the provisions of

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the substantive Product liability regime, stressing the need to load the product of these techniques the cost of compensation for the inherent defects.³⁴

4- The Notion of ‘Product’ in Algerian Law: Polysemic and Incoherent Notion

It has already been mentioned that the term ‘product’ is a modern term in Algerian legislation, since it has only recently been included in civil code. However, the branch of business law was the first to accept the idea through consumer protection legislation, especially Law No. 02-89 of 7 February 1989,³⁵ which regulates the general rules for consumer protection (repealed by the provisions of Law No. 09-03 of 25 February 2009 on consumer protection and suppression of fraud).³⁶ In addition to the decrees promulgated by the legislator recently as Executive Decree No. 13-307 of 26 September 2013, Guarantee of goods and services into force,³⁷ Decree No. 12-307 in 9 August on special rules applicable in the field of security products.³⁸

On the other hand, It is strange that the legislation on guarantee and consumer protection in Algeria since the early nineties to the present day, despite the regulatory momentum framed the idea of the product, but has not yet addressed a clear framework this notion, some of them limited the concept of ‘product’ to material goods, others extended to the service and immaterial goods. The text of Article 140 bis of the Civil Code did not reach a solution to this problem in the light of the generality that was stated in the definition of the term product.

4.1- The Notion of ‘Product’ in Consumer Protection Law

In the light of Law No. 02-89 on Consumer Protection – which was canceled – even if the product is not known but is referred to in Article 20, states that ‘Every product, whether material or service of any nature, shall have safeguards against all risks that may affect the health and / or security of the consumer or harm his material interests’. Article 6 of the same law also states that ‘every product, device, instrument, kit, machine or other equipment ...’ and expanded the concept of the product to include its provisions product and service alike.³⁹

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The same provision was approved by article 2 of Executive Decree No. 90-266 of 15 September 1990 on the guarantee of products and services,⁴⁰ which defined the product as ‘everything the consumer acquires from a material product or service’, consequently it adopted an expanded concept of the product, when included the notion of Service.

Another definition of the product is contained in executive Decree No. 97-254 on pre-permits for production or importation of poisonous substances with special risk, in its second article, paragraph 1, that ‘Consumption product “*Produit de consommation*” means the final product intended for personal use of consumer’ and added in the second paragraph of this article that ‘Materials used in the context of a professional activity as consumer products are not considered as a Consumption product according to this decree’.⁴¹

According to The Labeling Act, recently amended by Law 16-04,⁴² defines the product in Article 2 paragraph 11 as ‘any material, component, compound, instrument, system, procedure, function, method or service’, an amendment to the definition given in previous provisions of Law No. 04-04 as ‘any material, building material, compound, instrument, system, procedure, function or method’.

In the same context, Executive Decree No. 13-327 mentioned above, which abolished the previous decree in its contrary provisions⁴³, adopted the same approach. In its Article 2, ‘the provisions of this decree shall apply to the goods or services acquired ... whatever the method and technique Sale’.⁴⁴

The Algerian legislator once again adopted an expanding approach of product concept, through the provisions of Executive Decree 12-203 on ‘Rules applicable in the field of product safety’, although the scope of its scope was limited to its implementation to products only.⁴⁵ The provisions of this decree on goods and services for consumption ...’, as well as Article 5, which stressed the need for ‘the product and / or service to respond to regulatory instructions on the health and safety of consumers’, it is clear that the Algerian legislator considered both service and commodity two complementary faces for one currency which is ‘product’.

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In contrast to this trend, the provisions of Executive Decree 90-39 of 30 January 1990 on quality control and suppression of fraud have limited the concept of product to material entities. Article 1 of this decree defines the product as follows: ‘All movables which could be subject of commercial transactions’, which suggests that the application of this law to intangible movable assets such as patents trademarks or intellectual rights is excluded.⁴⁶

By adopting the same reasoning, Law No. 09-03 on consumer protection and fraud suppression adopted the same overlapping between the concepts of product and service, when it expands the scope of product in Article 3, paragraph 10, to include every material, moral, industrial or natural transfer incorporated into another conveyor or drug. As it defines the concept of the product as a commodity ‘goods’ and service; when defining them in paragraphs 16 and 17 of the same article as follows:

1. Service: ‘All acts of providing service “*Toute prestation fournie*” , except the goods delivery, even if such delivery is dependent or supporting the service provided’.
2. Goods: ‘Anything material thing can be waived for free or costly’.

4.2- The Notion of ‘Product’ in Civil Code

As mentioned earlier, the Algerian Civil Code was not familiar with using the term ‘product’ in its provisions, at least in the field of civil liability. But with the amendment of civil code in 2005, He added the notion of product as a key concept and a basis for liability resulted from damage caused to others due to defective products. As the Article 140 bis of civil code stated ‘The producer shall be liable for damage caused by a defect in its product, even if it does not have a contractual relationship with the affected person, would be considered as a product all movable property, even if it is connected to a real estate, especially agricultural products, animal husbandry, food industry, land and sea fishing, and electric power’. This article is a reproduction of the text of Article 1245-2 (formerly 1386-3) from the French civil code, as well as Article 2 of the European Directive No. 1999-34 dated 10 May 1999.⁴⁷

5. Conclusion

From what has preceded, one can conclude that the Algerian legislator's attempt at conceptualizing the notion of product, led to particular shortcomings:

1. The plurality of definitions adopted by the Algerian legislator to products, did not make it possible to define the contours of this notion, sometimes by excluding the notion of service, and sometimes widening its field of application to include not only the product, but the service.

2. The lack of harmonization of definitions of ‘product’, sometimes used in a narrow sense as a synonym for the term ‘commodity’ or ‘merchandise’, and in other case used to demonstrate product and service, and sometimes by adopting the term of ‘consumption product’.

3. The fragility of the regulatory provisions of the consumer protection law, in restricting the idea of the product to include, or sometimes extending, material movable funds (‘goods’), to include intangible assets, not the range of services.

4. The legislator does not manage to select the concepts accurately, as it appears from all the texts mentioned bias of the legislative will to extend the protection of all areas of dealing that endanger the safety of consumers or their material or moral interests, at the expense of conventional accuracy and conceptual coherence.

5. The Algerian legislator fails to take into account the legal problems that may arise in the case of dropping product provisions on the range of services and raises several questions: Can the same criterion be applied to the assessment of the ‘Defectiveness’ in relation to services or products? What is meant by the notion of ‘release of product’ when it comes to service, especially if we realize that the submission is often without mediation?

6. Although the Algerian legislator is still in line with the latest updates of the European Directive and French legislation in controlling the concept of the product, many questions remain unresolved as to the extent to which non-material products or services are subject to Article 140 bis of the Civil Code, ‘This urgency is further exacerbated by the fact

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that the article has included in its census electric power, despite its immaterial nature, and the Algerian judiciary has the task of detailing this issue’.

7. The Algerian legislator has adopted the same approach of his European and French counterparts, when including products integrated in the real estate in the scope of this law. However, contrary to French legislation, the interaction between product liability regime and those of construction profession is not foreseeable. Compared to the restrictive concept adopted by the Algerian legislator of the constructor, which includes only the architect and the contractor, without extending it to manufacturer of construction products in accordance with the modern orientation adopted by French law in (*The Spinetta Act 1978*).

6. Citations

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2- Article 676 Algerian civil code: "*The owner of the thing has the right to all its fruits, products and accessories unless otherwise provided by law or agreement*".

3 -Article 804 Egyptian civil code: "*The owner of the thing has the right to all its fruits, products and accessories unless otherwise provided by law or agreement*".

4 -Daniel Mainguy, *Réflexions sur la notion de produits en droit des affaires*, RTD.Com, 1, (1999) : 4. .

5 -« *A Market is a group of buyers and sellers of a particular good and service* », Gregory N. Mankiw, Mark. P. Taylor, *Economics*, London 2006, 63.

6- Le Groupe de Recherche Européen sur la RC et l’assurance.

7- Gregory N. Mankiw, Mark P. Taylor, *Ibid.*, 48.

8- Art 9 Traité Communauté Européenne : « *La Communauté est fondée sur une union douanière qui s’étend à l’ensemble des échanges de marchandises...* », Art 60 « *Au sens du présent traité, sont considérées comme services les prestations fournies normalement contre rémunération, dans la mesure où elles ne sont pas régies par les dispositions relatives à la libre circulation des marchandises, des capitaux et des personnes* ».

9- La CJCE a Défini LE Terme *Marchandise* dans sa recommandation N°617 du 10-12-1968 « *Par marchandise, au sens de cette disposition (Traité CEE) est tout produit évaluable en argent et susceptible comme tel, de faire l’objet d’une transaction commerciales* », voir : Daniel Mainguy, *ibid.*, 55.

10- « *Le terme marchandise ou produit comprend toutes choses mobilières qui se comptent, se pèsent ou se mesurent* ».

11- Cass.Crim. 5 déc. 1977, D. 1978. IR. 72 ; Gaz. Pal. 1978. 1. 127

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12 -Article 3 CISG "Goods contracts which are the subject of the manufacture or production of goods shall be deemed to be goods only if they have been pledged ... The provisions of the Convention shall not apply to contracts in which the main part of the contract is ... labor or other Services ", United Nations Commission on International Trade Law, January 2011. See the content of the Convention: <https://www.uncitral.org/pdf/arabic/texts/sales/cisg/V1056999-CISG-a.pdf>

13- Section 1(2) Consumer Protection Act 1987 "*A Product is any goods or electricity and ...includes a product which is comprised in another product, whether by virtue of being a component part or raw material or otherwise*". Cf. : Galega Samgena Daiga, *The British Product Liability Regime and its Suitability as a model for The Republic of Cameroon*, PhD thesis, Univesity of Aberdeen, 1996, 210.

14- "*Goods*" is defined in s.45(1) as including "*substances, growing crops and things comprised in land by virtue of being attached to it and any ship, aircraft or vehicle*".

15- The Model Uniform Product Liability Act, Reg. 62,714 (1979).cf. : *Ibid.*, 808-809.

16- Model Uniform Product Liability Act, Reg. 62,714 (1979).

17- Under the Uniform Commercial Code -U.C.C , 810-811.

18 -Daniel Mainguy, *see supra* (note 4): 50.

19 -*Ibid.*

20 -Kada chehida, *Civil Liability of Producers : A comparative study*, (Alexandria: Dār Al-ġamia Alġadida, 2007), 20.

21 -Loi N° 92-645 du 13 juillet 1992, « fixant les conditions d'exercice des activités relatives à l'organisation et à la vente de voyages ou de séjours », Journal officiel de la République Française, n°162, 14 juillet 1992, p. 9457.

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23-Art. 12 *The supply of Goods and services Act 1982*: « *The Supply for a service is a contract under which a person « the supplier » agrees to*

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carry out a service». The *supply of Goods and services Act 1982*. See: John Stapelton, *Software, Information and the concept of product*, Tel Aviv University studies in law, 9, (1989): 147.

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27 -Pauline Colson, *Les produits: Rapport Belge, in « La responsabilité du fait des produits défectueux »*, *Recueil des travaux du GRECA*, Paris, IRJS éd., 2013, 8.

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33-*Winter vs. GP Putnam’s sons*, 938 F.2d, 1036, (9th circuit. 1991), « a book containing information consists of two parts, the material and print therein, and the ideas and expression thereof, the first may be a product, but the second is not, (...) product liability law is geared to the tangible world », see : Joseph L. Reutiman, *ibid*: 191.

34 -*Saloomey vs. Jeppesen & Co.*, 707 F2d 671, 676-77, 2nd Circuit, 1983, « By publishing and selling charts, Jeppesen undertook a special responsibility, to insure that consumer will not be injured by the use of the charts, he is entitled to treat burden of accidental injury as a cost of mass production to be covered by liability insurance », see : Joseph L.Reutiman, *ibid*: 189-190.

35- Act No. 89-02 of 07 February 1989 consumer protection, official Journal, No. 6, 1989.

36- Act No. 03-09, 25 February 2009 on consumer protection and suppression of fraud, Official Journal No.1, 2009.

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- 37 -Executive Decree No. 13-307, 26 September 2013 setting forth terms and conditions of goods and services guarantee, Official Journal No. 49, 2013.
- 38- Executive Decree No. 12-203, 09 May 2012 on applicable rules in matter of product safety, Official Journal No. 28, 2012..
- 39- Khaled Hassani, *The Legal Framework of The Duty of Product’s Guarantee: A comparative study*, PhD Thesis, Tlemcen University, Algeria, 2012, 62.
- 40 -Executive Decree No. 90-266, 15 September 1990, on the guarantee of products and services, Official Journal 40, 1990, repealed in its contrary provisions under Executive Decree No. 13-327 of 26 September 2013, setting forth terms and conditions of goods and services guarantee, O.J No. 49, 2013.
- 41- Article 2 of The Executive Decree 97-254,18 July 1997, on pre-licenses for production or importation of toxic substances of particular nature, O.J No. 46, 1997.
- 42 -Act No. 16-04, 19 June 2016, amended and supplemented by Act No. 04-04 of June 2004, GR No. 37, 2016.
- 43 -The final provisions of the decree in its Article 24 stated "repeal all provisions contrary to this decree, especially provisions of Executive Decree No. 90-266 of 15 September 1990 on the guarantee of products and services.
- 44- Article 2 of Executive Decree No. 13-327 "The provisions of this decree shall apply to goods and services for consumption as specified in accordance with Act No. 09-03 of 25 February 2009 mentioned above, regardless of techniques and methods of sale used", Official Journal No. 49, 2016, p.17.
- 45 -Contrary to Decree No. 90-266 applied on the guarantee of products and services.
- 46- Kada chehida, *see: supra*, (note 20), 36.
- 47-Haj Ali Ali Mohamed, *The Impact of Economic Transformations on The Definition of Product Notion*, , in "*The Impact of Economic Transformation on the Consumer Protection Law*", 5th National

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