

Online Exportation of Olive Oil: New Challenges

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Abstract

This study is part of the Research Project of Excellence, awarded to the University of Jaén (Spain) by the Ministry of Innovation and Science of Andalusia: Cod. AGR – 5961: “Strengths and weaknesses in the internationalization of the olive oil sector in Jaén province: The case of small and medium enterprises”. Throughout the study methodology used in the design of the website www.yoexportoaceite.com is taken into account. The website collects information and resources to be used as a guide by the small and medium olive oil enterprises (SMEs) in the process of internationalization, as well as a Pilot on-line Store. However, there are still a number of difficulties facing the user of the Virtual Store for the exportation of olive oil, arising from, among other reasons, the absence of a uniform set of regulations governing the formation of an international electronic contract, especially in the European Community area.

Keywords: E-commerce; New technologies; Exportation; Olive oil enterprises; Olive oils; International commerce; International contracts; Formation of electronic contracts (international); Website; Web portal; On-line store

Introduction

The research carried out owing to the Project of Excellence, awarded to the University of Jaén by the Ministry of Innovation and Science of Andalusia: Cod. AGR – 5961: “Strengths and weaknesses in the internationalization of the olive oil sector in Jaén province: The case of small and medium enterprises” 1, stems from previous research carried out on the deficits in the internationalization of (Spanish) olive oil companies, especially SMEs, due to the lack of use of electronic means for the exportation of olive oil.

It is well known that the availability of new production techniques has resulted in an increase in the amount of oil available. However this process has not been backed up with an adequate internationalization of the Sector, especially through electronic means. Through the Project of Excellence (a work in progress) a website has been designed www.yoexportoaceite.com, offering information and resources for the exportation of olive oil. The Site offers economic, business, legal, linguistic and technological information and has been in operation since April 2013. It is intended as a reference for olive oil companies.

Furthermore a pilot Virtual Store is being set up to enable companies to market their products on-line, allowing all of the parties to work out of different places and time zones, and offering flexibility in the means of payment. New commercial networks can also be created and a global market can be accessed. Exportation through this means is not free from difficulties however, meaning that the Virtual Store is underused among players in the olive oil sector at present. Alongside the difficulties related to the logistics of this kind of operation, or to means of payment, the main difficulties are still those related to uncertainties surrounding the set-up of an international electronic contract, not only on an international scale, but also within the European Community, as will be examined in detail below.

The next section explains the methodology used to create the Website www.yoexportoaceite.com and analyses the difficulties surrounding online exportation of olive oil in the EC through the Virtual Store, stemming, specifically, from the absence of a common European normative which regulates the formation of an electronic contract.

Design of the Website Yoexportoaceite

The website “YoExportoAceite” (<http://www.yoexportoaceite.com>) is already up and running (Figure 1). It was launched on 15th March 2013 and officially presented on 9th May at the Expoliva trade fair 2013, in ESPACIOINNOVA. During development, User-Centred Methodology was applied. User-Centred Design (ISO-13407) is a design philosophy whose main objective is to create products that meet the specific needs of the intended users, getting the highest satisfaction and best user experience possible with minimum effort from the users of the product.

Specifically the aim has been to ensure the best possible user experience [1]. To this end the structure, navigation and appearance of the components which make up each of its pages encourage interaction and facilitate and promote understanding of information presented on the website.

This study focuses on the phases of development of the website which are the least technical and the most closely related to both the selection and design processes and the services offered by [yoexportoaceite.com](http://www.yoexportoaceite.com) (these are: specification and planning phases, conceptual design or information architecture, navigation design and content design).

Specification and Planning Phases

Since the inception of the project in February 2011, various activities have been undertaken to understand and specify the type of information which would be most useful to the olive oil sector during the process of international exportation. To achieve this, firstly, discussion groups were held with companies in the Sector; following this, various meetings were held between members of the research team and industry players; and thirdly, specialized courses were developed on the subject of the culture of olive oils and on the internationalization of the olive oil sector.

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Figure 1: www.yoexportoaceite.com home page.

These courses were mainly aimed at the dissemination of the tasks developed relating to the website (Platform) on information and resources for the exportation of olive oil. Finally, each of the team members has attended and /or participated in a number of conferences, meetings and seminars, both nationally and internationally.

The aim of the meetings held by the Task Force (10 in total) was to bring ideas and systematically collate information on the needs of potential users of the website.

To sum up, during the specification and planning phase:

- An investigation and a study were carried out to identify the needs of potential users of the website, of the SMEs looking to begin exporting olive oil.
- During the study interviews carried out with players in the sector, as previously mentioned were of the upmost importance.
- These interviews served as a basis for determining the information architecture on the web portal.

Conceptual Design Phase: Information Architecture

Based on the information collected during the previous phases, and bearing in mind the archetype of the users (potential users of the website), a study was opened into what would be the most suitable Information Architecture (IA) for this website. That is to say how the site must be arranged, so that the content is well structured whilst the information is easy for users to find and access. To this end various Card Sorting exercises were carried out. The starting objective is to

make a proposal of terms / concepts for the design of the architecture of the site's content.

The first step was to interview each member of the project Task Force who answered 5 questions on the objectives and the mission of the website and offered 10 concepts which they felt must appear on the website. From this information, 9 categories and 42 concepts were chosen for the first Card Sorting exercise.

After analysing the results, information was gathered on those categories showing certain ambiguity. The results also made clear certain terms which appeared various times and others which provoked confusion.

A decision was taken to create a much more simplified structure of just 5 categories and 23 concepts. This included a new category: "Electronic Commerce", fundamental in highlighting that the website is aimed at exportation through electronic means. The importance of this category led to the creation of a specific section dedicated to describing this type of commerce, its characteristics, advantages and disadvantages. The rest of the categories were the same as those which appeared in the first exercise, except the "Product Marketing" category which changed its name to "How to Export" ("Como exporter"). In this category all the information that is necessary for a person to start export activities, i.e. requirements that must be met, was collated.

A second Card Sorting exercise was set up to determine whether this proposal was more correct. Through analysing this second exercise, and carrying out further interviews with experts in the field, the conceptual structure was simplified again, and the IA was refined.

The experts felt that the category “Electronic Commerce” could be too vast and hold too much importance. For this reason a micro-site, dedicated exclusively to this category, was to be set up. This is still in the development phase, and will be called “Virtual Store”.

This micro website will show how internet presence can promote exportation and will offer a prototype Virtual Store that can be manipulated by technical professionals who will be able to instantiate it with the corporate image of the company and, where appropriate, adapt it to fit the future individual requirements of each company.

During the final stage, one category was erased, the concepts were refined again, a new classification was made, and a decision was taken whereby the hierarchy of the contents on the website will be as shown in Table 1.

As shown the number of sections on the first level is just 4 and there are between 6 and 7 subsections. Therefore the usability principle has been respected throughout as these numbers are within the recommended range, and also efforts have been made to balance the number of sections on the second level.

To sum up, during the conceptual design or IA phase:

1. Online Card Sorting exercises and interviews lasting between one and two hours with experts in fields as diverse as economy, finance, marketing, new technologies, etc. were carried out.
2. Subsequently the IA was redesigned and manual Card Sorting exercises were used for re-evaluation.
3. In short, this conceptual process has allowed a website to be created which boasts all information and services deemed necessary to aid any SME in the exportation of their products.

Navigation Design

Another aspect of special importance is navigation design. Despite navigation being undoubtedly the *raison d'être* of any hypermedia system, it seems to be one of the most neglected aspects of website design. The main feature of the web is the ability to hyperlink content facilitating navigation and use of the information for users. In the case of this project, a lot of information is presented to users, it was necessary to offer a quick, clear and flexible navigation:

- The structure of the contents of the menu with a limited number of sections and subsections allows for easy navigation.

How to Export	Set-Up
Requirement	Costs
Market/destination	Price
Strategies	Risks
Sales	Guarantees for Charges/Payments
Transport	Good practices
Method of payment	Basic regulation
Website	
Product promotion	Resources
Corporate image	Services
Visual catalogue	Public aid
On-line promotion	The Culture of Oil
Fairs/missions	Funding
Electronic marketplace	Legislation
Customer loyalty	Technologies
	Dictionary

Table 1: Hierarchy of the concepts / sections of the website yoexportoaceite.com.

Besides this hierarchy a sequential arrangement is provided which reinforces the understanding of information.

- Special attention has been paid to hyperlink some contents with others so that the user (whether sequentially consuming the information directly accessing a specific section) will never be caught in a page without knowing what to do.
- All sections of the website contain links to content related to the specific theme and its related sections. In this way the website itself guides the user in navigation, so that they never feel lost.
- The website has 31 pages of content (home page, 4 sections and 26 subsections). Among these pages there are over 160 internal links (not including menus). This means that navigation is not only hierarchical but also transversal. The link between the contents of the website is clear with an average of about 5 internal links per page. This quick analysis of the links indicates that the information has been properly structured and the IA promotes internal navigation, meaning the user will be more likely to remain on the website.
- The website has over 120 external links that provide information / resources intended to facilitate the process of exportation. The links have been carefully selected and all lead to the specific page where the information is provided.

Content Design

Information on a website is crucial. A site offering just structure and appearance with no information is useless, lets the user down and generates rejection. Certainly on this web site with a clear learning goal, useful, well-structured and written information is essential. The aim of this website is twofold: to initiate the user in the process of exporting olive oils and to advise on specific aspects relating to the world of exportation. Therefore, the development of the content has been carefully made and is provided by experts / researchers involved in the project from different fields.

Subsequently, the content has been reviewed and an attempt made to minimize the size of texts by following the premise of reducing by 50% the length of a text designed for paper. Similarly, all texts have been examined, restructured and adapted to comply with the principles of usability [2]. This task has been carried out by experts / technical researchers involved in the project.

The texts present on the portal www.yoexportoaceite.com have been written taking into account the particularities of online media, following the usability recommendations in the handbook “How to write for the web” [3]. Textual content has been generated so as to facilitate visual scanning by the user.

Given that on screen one reads between 20% and 30% slower, an attempt has been made to follow some conventions common in all texts to improve readability and understanding: Texts are preferably short, paragraphs made up of no more than 5 or 6 lines, and the language is simple and understandable. Furthermore the most complex expressions, acronyms and jargon have been avoided, and where possible the active voice, strong verbs, and a pyramidal structure of texts beginning with the main idea has been employed, along with the use of bold to highlight main ideas, an avoidance of ambiguous time references, the use of affirmative statements, etc.

Online Marketing of Olive Oil in the European Community

Despite the advantages of on-line exportation of olive oil (specifically, via the Virtual Store), there are still difficulties arising from the absence of a uniform regulation of international contracts drawn up by electronic means in the European Community. Such drawbacks arise mainly from the uncertainty of the time of formation of the contract, in the absence of European legislation regulating this issue in the European Union. Therefore it is impossible to ascertain from when a contract is binding for the parties [4]. And yet this aspect is crucial for the development of a business relationship, as, among other matters, the accuracy of the jurisdiction and the law applicable to the business depends on it. Also the fact that the Internet enjoys a global scope must be taken into consideration.

At present, European legislation regulating electronic commerce is fragmentary on the one hand, and on the other, only addresses specific issues relating to contracts drawn up by this means, as discussed below. Specifically Directive 31/2000/EC of 8th June on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market². Neither does Directive 83/2011 EU of 25th October 2011³ on consumer rights resolve the issue [5].

The lack of precision in naming the exact moment when a contract obliges the parties is cause for great insecurity among the contractors. In many cases there is a further added risk, given that they are purchasing contracts [6]. For this reason, and more than a decade after the Directive 31/2000/EC came into force, the question of when an international electronic contract can be considered complete has been raised, insofar as neither the European regulations nor the company transposition regulations make reference to this fact⁴.

Regulation Over the Completion of the Electronic Contract in the EU

Directive 31/2000 requires States to give legal effects to contracts made electronically and establishes a harmonized regulation over some aspects of the business [7], despite the impact that international trade has on contracts concluded on-line. For this reason the question surrounding the formation of a contract has not been resolved, as seen below.

Although Article 11 does not specify the time and place of completion of an electronic contract, it obliges the service provider to acknowledge the receipt of the recipient's order without undue delay. The European directive does not establish the moment from which a contract is formalized, although one assumes that a contract is not valid if the final confirmation called for in article 11.1 a) does not exist. In the same way, the order and the acknowledgement of receipt are deemed to be received when the parties to whom they are addressed are able to access them [8].

In any case, it is difficult to determine the moment a contract is concluded, given the precaution laid out in article 11.1 b), stating that this occurs when the parties to whom they are addressed are able to access the acknowledgement of receipt, with no clear indication of when it is understood that the recipient has access to the information. The party on the receiving end of the confirmation will only be aware that they have access to said confirmation on receipt, which may take place hours or days after this first becomes available [9]. The lack of regulation in the Directive on Electronic Commerce about the moment a contract is formulated may result from, among other questions,

the difficulty that this ascertainment implies, given the diversity of solutions present in the Member States [10].

Furthermore, there may be differences present even within the same State, depending on whether the contract is of a civil or mercantile nature. Therefore, the Community legislature has not established a comprehensive solution which establishes the precise moment from which an electronic contract is valid, thus creating a legal loophole that may be classified as intentional.

In this way the rule is in place merely to regulate test mechanisms by demanding an acknowledgment of receipt although this is not explicitly linked to the formation of the contract (issue not addressed), making this a functional acknowledgment, for purely evidentiary purposes [11]. Furthermore, Article 11 of Directive 31/2000 highlights numerous inconveniences: firstly, a vague temporal aspect and indeterminate legal concept are introduced when obliging the service provider to acknowledge the receipt of the recipient's order "*without undue delay*". This demand has been specified in, for example, the Law 34/2002 of Services of the Information Society (SISL) (*Ley 34/2002 de Servicios de la Sociedad de la Información-LSSI-5*), the transposition to Spanish Law of the Directive 21/2000.

The normative states that if confirmation of receipt of acceptance is done by sending acknowledgment by email or equivalent means, such submission must be implemented "*within twenty four hours of receipt of acceptance*" [12]. Secondly, declaring that information has been received (an order or an acknowledgment) when the parties "*can access*" it is seen as a delicate matter, due to the ambiguity of the moment when a person can gain access to the same.

It could be concluded that the mere fact of the document being deposited in the recipient's email in-box signifies receipt. Community legislation does consider the arrival of messages in the email in-box as this is the simplest solution, although it may not be the most favourable for the recipient of the message.

In this way the Directive on Electronic Commerce allows the design of a model electronic contract in three phases: the first is that of an entrepreneur, offering, through electronic means (e.g. a Virtual Store), the sale of goods or offer of services (contractual offer). The second is that of a consumer (or other entrepreneur) who places an order through electronic means (acceptance of offer). The third phase is that where the first entrepreneur must send acknowledgement of receipt of the acceptance sent by the consumer (or second entrepreneur).

Although this possibility is contemplated in the Directive, there is no obligation to include these three phases in electronic contracts between Member States [13]. In fact, when dealing with contracts which are not celebrated between consumers, and if all parties are in express agreement, the acknowledgement of receipt can be omitted. The steps are not classified as such either, probably due to the fact that, depending on each country's legislation, that which here is classified as an offer may just be an "*invitatio ad offerendum*" and acceptance merely previous consent [14].

Hence the final version of the Directive, with pretence of neutrality, just talks of "*placing an order*" without legal classification of the actions and statements made by the parties, leading to the regulatory vagueness over the moment when electronic contracts are considered to be completed [15]. This lack of precision means encouraging olive oil companies in particular to use electronic contracts to enable internationalization is a difficult task. Consider that for this reason, the person seeking to purchase a product or service over the Internet does

not have the mechanisms necessary to know from when they become bound by the contract.

This can also have impact on the lack of awareness of the competition forum and of the normative applicable to this on-line relationship. This loophole, along with other inconveniences related to logistics or the means of payment, has implications. Implications related to the fact that the Virtual Store is underused in the exportation of certain products, among others, olive oil, even though it is a novel tool with numerous advantages.

Transposition of the EC Directive to European Legal Systems

The transposition of the Directive on electronic commerce has taken place through different regulations stated below:⁶ In Austria (Law 152/2001 21st December 2001), Belgium (Laws of 11th March 2003), Denmark (Law 227/2002 22nd April 2002), Finland (Law 458/2002 5th June 2002), France (Law 719/2000 1st August 2000 and Law 575/2004 21st June 2004), Greece (Decree 131/2003 16th May 2003), Iceland (Law 30/2002 16th April 2002), Ireland (By-law 68/2003 24th February 2003), Italy (Decree 70/2003 9th April 2003), Luxemburg (Law of 14th August 2000), Norway (Law of 23rd May 2003 and 20th February 2004), Portugal (Decree 7/2004 7th January 2004), Spain (Law 24/2002 11th July 2002, LSSICE), Sweden (Law of 6th June 2002), United Kingdom (By-law 2013/2002 21st August 2002) and Holland (Law of May 2004, implemented by the DCE, through specific modifications of different laws and regulations).

According to the findings of the preliminary evaluation carried out by the Commission, the transposition of the Directive is, in general, satisfactory [16]. There are however various points which either are not satisfactorily resolved through the internal legislation of the Member States which transposed the Directive, or whose resolution is different depending on the Member State involved. This is the case for the execution of electronic contracts, a point which is not given a uniform solution under European legislation. The treatment given to the formation of electronic contracts by the different EC legislations in the normatives which transpose the Directive will be examined in detail below. It will become clear that the moment of completion of a contract differs between the Member States and is reliant on various factors.

The transposition of the Directive to Spanish Law occurs through Services of the Information Society Law (SISL). This Law states that: Contracts concluded electronically will produce all the effects provided by law, when consent has been granted along with any other conditions necessary for its validity. In the Spanish legal system, a contract is governed by the principle of autonomy. This is unchanged when dealing with technological advances; however the forms of manifestation of offer and acceptance are modified, so a contract is concluded when one party makes an offer and another accepts. In dealing with electronic contracts this matter is more complex not least because of the difficulty of determination and the different methods of both making and accepting an offer [17].

Article 28.2 SISL goes some way to offering a solution to the matter stating that: "The acceptance and its confirmation will be deemed to have been received when all parties are aware of this fact. In cases where reception of the acceptance is done through an acknowledgment of receipt, from the moment in which this document is stored in the server where the receiver holds an email account or in the device where communications are usually received, the document is said to have been received."

In this case the SISL concludes that, for the simple fact that a document has arrived in a person's email inbox, that person has received said document, without taking into account the subjective conditions of the recipient. The legislation opts for a simple solution, although it may not be the most favourable for the recipient of a message, given that it is questionable to consider the deposit of information in email inboxes as sufficient to claim a person has received and is aware of the contents of a message [18].

Moreover, continuing the analysis of the transposition of the Directive and the determination of when electronic contracts are formed, in the UK the Regulation 2013/2002 on Electronic Commerce, which came into force on August 21st, 2002 transposes the Directive⁸. On the matter of contract validity, the Regulation obliges the party selling the goods or offering the service to acknowledge receipt of the order to the recipient of the service without undue delay and by electronic means [17]. The regulation also states that the acknowledgement of receipt may take the form of the provision of the service paid for, that is to say from the moment payment is received, the contract is recognized as formalized and therefore valid [19].

In this way a contract is considered valid as of the moment a payment is made for the goods or services purchased on-line. Here lies the difference with the Spanish SISL, where an on-line contract is formulated as of the moment when the information on the acceptance appears in the recipient's e-mail inbox, independently of whether or not payment has been made [20].

Regarding the Italian legal system, the Directive was transposed through Legislative Decree 70 9th April 2003 relating to some judicial aspects of information society services, in particular, electronic commerce, on the domestic market. Article 12 of the Decree is relevant to this study as it establishes the necessary conditions for closure of a contract. Here, a document is considered sent and received by the recipient if it is transmitted to the email address previously given. It must be considered that the date and time of formation, transmission or receipt of an electronic document drawn up in accordance with the provisions of the standard will be effective against third parties.

It also states in this precept that the transmission of a computed document electronically, if future receipt is ensured, is equivalent to notification via email as permitted by law. This standard proves to be even less specific than the previous two, given that the validity of the contract comes down to a very generic issue such as: "that the message be remitted to the address given by the recipient".

In the case of French law it is the Law on Confidence in the Digital Economy, n° 2004-575 21st June 2004 which transposes the European Directive on electronic commerce. This standard does not introduce significant developments relating to the improvement of electronic contract. The modifications made to the French Civil Code in order to adapt to the European standard shed some light on the matter. These reforms, however, are still generic, given that there is no specification made to the moment when it is understood that the parties to whom the confirmation of acceptance of an offer and the acknowledgement of receipt are addressed can access them. This moment could be understood as, for example, when the message of acceptance is deposited in the email inbox of the recipient, when confirmation is sent that the document has been read etc.

Conclusion

The professional and technical design of the website www.yoexportoaceite.com means all information currently needed by the

olive oil sector in order to undertake the process of internationalization is on offer. The care taken over the design of the information architecture means that the location has become trivial, and the navigation design means that the information can be used quickly, clearly and offers flexibility. Finally, the design of the contents based on clear usability improves readability and facilitates understanding.

There are still many difficulties facing the practice of exporting olive oil on-line however, deriving from the fact that there is no uniform regulation assuring the formation of this type of international contract in the European Community. Each domestic regulation transposing the Directive 31/2000 offers a different solution to the problem of determining the precise moment when an electronic contract is considered to be executed. Therefore there is no clear, uniform indication of the moment a contract is executed, impeding the knowledge of when the parties become tied by said contract, on the one hand, and preventing, on the other, the making of a prevision over the legal competence or law applicable to the international contract drawn up by electronic means.

The Community legislator must offer clear rules about the key negotiable issues facing this type or method of international contracting. This would have positive repercussions on the use of Virtual Stores in the EC, heightening their scope, whilst reducing exportation costs and improving the internationalization of olive oil companies.

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