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THE LEGAL NATURE OF AUTOMATED ORDERING AND CONTRACT FORMATION ON DIGITAL LOGISTICS PLATFORMS

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Abstract

This thesis examines the civil-law nature of automated ordering and contract formation on digital logistics platforms. The rapid development of digital technologies is transforming logistics transactions in which ordering, carrier selection, price calculation, offer generation, acceptance recording, electronic transport documentation and contractual performance monitoring may be carried out with limited or no intervention by a human operator at the moment of each transaction. This development requires traditional concepts of contract law, including contractual intention, offer, acceptance, authority, the time and place of contract formation, electronic evidence and liability, to be reconsidered in a technologically mediated environment.

The research distinguishes between a digital logistics platform, an automated order, an electronic contract, an automated contract and a smart contract. It examines the attribution of automated outputs to contracting parties, dynamic offers, algorithmic error, the legal status and liability of platform operators, electronic audit trails, artificial intelligence in contract formation, and the cross-border recognition of electronic transport documents. Uzbek civil and digital legislation is analyzed together with recent reforms in e-commerce and transport logistics. Comparative reference is made to the UNCITRAL Model Law on



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Automated Contracting adopted in 2024 and other international instruments concerning electronic commerce and electronic transferable records.

The author argues that automated ordering and automated contracting should not be treated as a completely new category of contract. They are better understood as technologically mediated methods of exercising contractual autonomy within established principles of civil law. An algorithm should not be treated as an independent legal person merely because it performs legally relevant operations. As a general rule, the authorized output of an automated system should be attributed to the person who deployed, configured or otherwise authorized that system, while special rules are required for unauthorized use, technical malfunction, cybersecurity incidents and unexpected outcomes.

Thesis concludes with ten proposals aimed at improving the legal framework for automated contracting in Uzbekistan, including recognition of automated contracting in the Civil Code, rules on attribution, dynamic offers, differentiated legal status of platform operators, electronic audit trails, algorithmic liability, human review mechanisms, model digital logistics contracts, online dispute resolution and a coherent national framework aligned with international standards.

Keywords: Digital logistics; digital platform; automated order; automated contracting; electronic contract; offer; acceptance; algorithmic intention; artificial intelligence; smart contract; e-CMR; e-TIR; electronic document; digital evidence; platform operator; transport law; civil law.

1. Introduction

The digitalization of commerce is changing not only the technical infrastructure through which transactions are conducted but also the way contractual relationships are formed, evidenced and performed. In a conventional transaction,



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the parties normally negotiate, formulate an offer, communicate acceptance and then perform the resulting obligations. In a digital environment, these stages may be partially or substantially delegated to software systems. A platform can select a counterparty, calculate a price, generate an offer and register acceptance without requiring a separate human decision at each step.

The transformation is particularly visible in transport and logistics. A digital logistics platform may receive information concerning the cargo, compare available carriers, calculate transportation costs, identify an optimal route, select a carrier and automatically transmit an order. The carrier may accept through an electronic confirmation, an electronic signature or conduct that objectively manifests assent. As a result, what once required several rounds of human communication may be completed within seconds.

The economic rationale is clear. Automation can reduce transaction costs, accelerate information exchange, improve vehicle utilization, increase visibility across the supply chain and reduce administrative duplication. Yet these advantages raise fundamental legal questions. Who is legally responsible for an order generated by an algorithm? Does an automated order constitute an offer? At what exact moment is a contract formed? Is the platform operator a party, an intermediary or an agent? How should a technical pricing error be treated? Who bears the loss caused by an artificial-intelligence decision?

These questions are increasingly relevant in Uzbekistan. The country is developing an electronic logistics infrastructure that is intended to connect transport, customs, trade, electronic documentation and international digital systems. The 2025 Presidential Resolution No. PQ-28 on the further development of the transport and logistics system to 2030 expressly identifies e-logistics, e-CMR, e-TIR, e-Permit, e-Tranzit and e-Freight as strategic directions. The



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implementation of those systems necessarily raises questions about the legal status of automated ordering and automated contracting.

The importance of the topic is reinforced by the international development of model rules. In 2024, UNCITRAL adopted the Model Law on Automated Contracting. Its significance lies in its technology-neutral approach and its recognition that contracts may be formed and performed through automated systems, including systems using artificial intelligence. For Uzbekistan, this creates an opportunity to move from general electronic-contract rules toward a more coherent legal framework for automated transactions.

2. Aim, research questions and methodology

The purpose of the research is to determine the civil-law nature of automated ordering and contract formation on digital logistics platforms, assess the adequacy of the current Uzbek legal framework, compare it with international approaches and formulate proposals for legislative improvement.

The research addresses the following questions: how should a digital logistics platform be legally characterized; what distinguishes an automated order from an automated contract; how should an algorithmic act be attributed to a legal person; how are offer and acceptance transformed in a digital environment; what is the legal status of platform operators; what evidentiary value should be given to audit logs and machine-generated records; who should bear liability for algorithmic error; and how can cross-border electronic transport documentation be integrated into the national legal system?

Thesis employs formal-legal, comparative-legal, systemic, doctrinal, logical and functional methods. A doctrinal review is used to identify principles of contract law relevant to automated transactions. Comparative analysis is used to examine UNCITRAL instruments and selected foreign approaches. A functional analysis



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connects the technical functions of logistics platforms with the legal consequences of the transactions they generate. The methodology therefore treats technology not as an isolated technical phenomenon but as a mechanism through which legally relevant acts are performed.

3. Digital logistics platforms: concept and legal character

A digital logistics platform may be defined as a digital infrastructure that enables the search, comparison, selection and procurement of logistics services, electronic document exchange, payment, shipment tracking and, increasingly, automated coordination of contractual relationships. Unlike a conventional information website, a platform connects several categories of participants and facilitates transactions among them.

The typical participants may include a shipper, customer, carrier, freight forwarder, warehouse operator, insurer, bank or payment provider, customs and other public authorities, the platform operator and technology service providers. Each participant may be connected through a different legal relationship. A single logistics transaction can therefore involve a transport contract, an agency or brokerage relationship, a platform-services agreement, a payment relationship, an insurance relationship and the processing of personal or commercial data.

Recent Uzbek e-commerce reforms recognize the growing importance of platform-based commerce. The 2024 regulatory framework concerning e-commerce clarified the roles of electronic trading platform operators and order-aggregator operators. These concepts are relevant to logistics because a logistics platform may perform functions similar to an aggregator while also exercising contractual functions, such as automatically selecting a carrier and transmitting a binding order.



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The author therefore proposes a functional rather than purely formal characterization of a platform operator. If the operator only transmits or displays information, it should generally be treated as an information intermediary. If it concludes contracts in the name and on behalf of another person, an agency model may apply. If it undertakes the underlying logistics service itself, it should bear the obligations of a direct contractual party. This distinction is essential because legal responsibility should follow the operator's actual function rather than merely the label attached to the platform.

From the perspective of private law, the platform itself should not automatically become a party to every contract concluded through it. Treating every platform operator as a direct contracting party could distort the allocation of risk and unnecessarily increase platform liability. At the same time, the law should not permit an operator that exercises decisive control over pricing, contracting and performance to escape all responsibility by describing itself as a purely technical intermediary. Functional allocation of rights and duties is therefore preferable.

4. Automated orders and automated contracts

An automated order is an order generated and communicated by an information system or algorithm on the basis of parameters previously established or authorized by a natural or legal person. An automated contract is broader: it refers to a contractual arrangement in which one or more stages of formation or performance occur without a separate human intervention at the moment the relevant operation takes place.

Three levels of automation can be distinguished. At the first level, the human user creates the order and software merely transmits it. At the second level, the user establishes general parameters while the system automatically selects the carrier, route or price. At the third level, the system generates new transactions



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autonomously according to predefined business rules, thresholds or learned patterns.

The third level raises the most difficult legal issues. Consider a company that instructs its logistics software to place an order whenever warehouse inventory falls below a specified threshold. When the threshold is reached, the system automatically sends an order to a supplier. The company may not have consciously decided to make that specific order at that exact moment, but it previously authorized the automated process. The more convincing legal characterization is therefore that the automated action is an authorized implementation of a prior expression of contractual intention.

This distinction matters because automation does not necessarily eliminate human intention. It changes the point in time at which intention is expressed. In conventional contracting, intention may be expressed immediately before the offer is sent. In automated contracting, intention may be expressed when the system is configured, activated or authorized. The law must determine when that prior authorization is sufficient and under what circumstances a later machine-generated outcome should cease to be attributable to the principal.

5. Electronic contracts and automated contracts: distinction

An electronic contract is a contract concluded using electronic communications or other digital means. An automated contract concerns the method by which formation or performance is carried out. The two concepts overlap, but they are not identical. A contract negotiated through e-mail and signed electronically is an electronic contract, but it is not necessarily an automated contract. Conversely, an automated contract will normally be electronic because the relevant operations occur through information systems.



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The distinction is significant for legal analysis because electronic-contract rules generally focus on writing, authenticity, electronic communications and signatures. Automated-contract rules must additionally address attribution, automation authority, system malfunction, dynamic content, machine-generated decisions, auditability and unexpected outcomes.

Under the Uzbek Civil Code, written contracts may be concluded through electronic communication, and the general rules of offer and acceptance remain applicable. The Law on Electronic Commerce further recognizes electronic documents and electronic messages as legally relevant means of concluding transactions. These provisions provide a strong foundation for automated logistics contracting, but they do not exhaustively regulate how an automated system's output should be attributed to a party.

The author therefore considers automated contracting to be a technological mode of using established contractual institutions, rather than a separate type of contract. The legal question is not whether an algorithm can become a contractual person, but whether the legal system can identify the human or organizational authority behind the automated transaction and establish a predictable rule for attributing the system's output.

6. Offer and acceptance in a digital logistics environment

The offer and acceptance structure remains central to automated logistics contracting. A platform may generate a proposal specifying cargo characteristics, route, price, delivery period and other essential terms. A carrier may accept through a click, electronic signature, electronic message or conduct objectively directed toward performance where such conduct is legally sufficient.

The complication arises when the offer is generated by an algorithm. The platform may determine the content of the offer on the basis of real-time data.



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Price may depend on demand, carrier availability, fuel costs, congestion, weather, border conditions and the requested delivery time. The offer is therefore potentially dynamic rather than static.

The concept of a dynamic offer is especially relevant for logistics platforms. If the parties agree that transportation price will be determined according to a specified formula or an objectively identifiable platform tariff at the time of acceptance, the resulting price can still be treated as contractually determined. The critical requirement is transparency. The algorithm should not silently introduce material contractual terms that a reasonable user could not identify or understand.

The author proposes that digital logistics platforms should distinguish between the presentation of information and the issuance of an offer. A platform may display estimated prices for information purposes without making a binding offer. Once the platform is configured to communicate a definitive set of terms and the counterparty is able to accept them, the legal character of an offer should arise according to ordinary civil-law principles.

Acceptance also becomes more complex where the platform operates automatically. An acceptance may be generated immediately when the carrier confirms an order. In other cases, the platform may deem a carrier's assignment of a vehicle, pickup of the cargo or commencement of performance to constitute acceptance. The legal effect should depend on the applicable contract terms, legislation and objective meaning of the relevant conduct.

7. Views of national scholars and their relevance

Uzbek scholarship on digital entrepreneurship, electronic commerce, smart contracts, artificial intelligence and digital logistics has expanded significantly. Sh.N. Ruzinazarov and N.B. Toshkanov have examined the legal regulation of



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digital entrepreneurship and emphasized the transformation of legal relations under platform-based commerce. Their broader approach is useful because digital logistics cannot be treated as a purely technical branch of transportation; it forms part of the wider legal architecture of digital business.

The author agrees with this systemic approach and proposes extending it to logistics contracting. A logistics platform can simultaneously operate as an electronic marketplace, information intermediary, payment environment and technological service provider. The legal consequences should therefore be mapped by function and not by a single label.

Temurbek Pulatov's research on the civil-law qualification of smart contracts emphasizes problems of consent, contractual form, execution, liability and consumer protection. This perspective demonstrates that technological automation does not eliminate conventional legal requirements. Instead, it requires those requirements to be expressed in a form compatible with automated execution.

The author develops this point by distinguishing the legal agreement from the code that operationalizes it. In logistics, a smart or automated mechanism may trigger a payment or generate a document, but it should remain subject to the legal rules governing the underlying contract, including rules on invalidity, mistake, force majeure, liability and remedies.

M.A. Turdialiyeu's work on civil-law relations involving artificial intelligence highlights the importance of intention, offer, acceptance and liability in AI-mediated transactions. The author considers this particularly relevant to logistics because algorithmic decisions may determine commercially significant elements such as carrier selection, pricing and route allocation.

E.T. Sarsenbaeva has examined the legal characteristics and practical problems of electronic contracts in Uzbekistan, including evidence, security, digital



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infrastructure and gaps in regulation. These issues become even more significant in automated logistics contracts because the evidentiary record may consist of server logs, electronic messages, timestamps, GPS data, API activity and machine-generated records rather than conventional correspondence.

Research by Y. Karriyeva and co-authors on the role of information technologies in the development of digital logistics emphasizes the economic importance of digital transformation, information flows and integrated platforms. The author accepts the economic proposition but adds a legal dimension: efficiency gains from automation are sustainable only when contractual allocation of risk, evidence, data governance and liability are legally predictable.

8. Legal framework in Uzbekistan

The legal foundation for digital logistics contracting in Uzbekistan is distributed across several statutes. The Civil Code provides the general law of contracts, including contractual freedom, contractual form, offer and acceptance. Its provisions on written contracts and electronic communications provide the basic civil-law foundation for digital transactions.

The Law on Electronic Commerce recognizes electronic documents and electronic messages as legally significant means of conducting transactions and establishes rules concerning electronic offers and acceptance. These provisions support the validity of electronic contractual relationships but do not comprehensively address the special problems arising when the transaction is generated by an automated system.

The Law on Electronic Document Management provides a foundation for the legal validity and circulation of electronic documents. The Law on Electronic Digital Signature provides authentication and evidentiary mechanisms for



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electronically signed transactions. The Law on Transport provides the sector-specific framework within which transport and logistics services operate.

Other statutes are also relevant. The Law on Personal Data protects information concerning customers, drivers and other individuals processed through logistics platforms. The Law on Cybersecurity is relevant because the disruption, manipulation or compromise of a logistics platform may directly affect contractual performance and transport operations.

The legal framework is therefore substantial but fragmented. The same transaction may simultaneously fall under civil, electronic-commerce, transport, data-protection, cybersecurity and customs rules. A major challenge is to make these layers coherent enough that a business can predict the legal consequences of an automated transaction before a dispute arises.

9. Platform liability and allocation of risk

Responsibility in a digital logistics transaction should be allocated according to the actor that controlled the relevant risk. A user may be responsible for intentionally or negligently entering incorrect cargo information. A platform operator may be responsible for failures in its software or security controls. A third-party service provider may be responsible where its system malfunctioned in violation of its contractual obligations. A cyber attacker may cause an external event, although this does not automatically eliminate a platform operator's responsibility if reasonable security duties were not performed.

A functional allocation of liability is therefore preferable to a single blanket rule. The operator's obligations should be linked to what it actually controls: platform availability, security, integrity of records, transparency of contractual terms, identity verification and, where applicable, the accuracy of algorithmic functions that it has designed or supplied.



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The author proposes three principal legal models for platform operators. The first is the information intermediary, whose responsibility is limited primarily to its own platform services. The second is the agent or contracting intermediary, whose authority and duties arise from the principal relationship. The third is the direct service provider, who bears the obligations of the underlying logistics contract. These categories should be expressly distinguished in regulatory practice.

10. Electronic audit trails and digital evidence

Automated contracting produces a richer evidentiary environment than conventional e-mail contracting. Relevant evidence may include server logs, electronic timestamps, identity records, IP information, device identifiers, API logs, price histories, algorithmic outputs, GPS data, electronic consignment notes and payment records.

This raises the issue of evidentiary reliability. A digital record is persuasive only if its origin, integrity and continuity can be established. The author proposes that digital logistics platforms adopt legally structured electronic audit trails that record significant contractual operations automatically.

A suitable audit record might show when an order was created, which version of the platform terms applied, which algorithm selected the carrier, the price returned by the system, when the offer was communicated, how the counterparty authenticated, when acceptance occurred and when the electronic transport document was generated. Such records would substantially reduce evidentiary uncertainty in disputes.

The concept of “evidence by design” is therefore important. The platform should be engineered so that legally relevant events leave a reliable and tamper-resistant digital trace. Data minimization and personal-data protection must be balanced



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against evidentiary requirements, but the principle that legally significant transactions should be auditable should become a core design standard.

11. Smart contracts and automated logistics contracts

Smart contracts should be distinguished from automated contracts. A smart contract is generally a programmed mechanism that automatically executes specified actions when encoded conditions are met, often using distributed ledger technology. An automated contract does not necessarily use blockchain. A centralized logistics platform can also automate contractual formation and performance.

For example, the platform may be configured to release payment automatically when GPS data and a warehouse confirmation establish that the cargo has been delivered. No blockchain is required. The automated feature concerns the execution mechanism, not the underlying technology.

This distinction matters for legislative drafting. Rules that are limited to blockchain or cryptocurrency technology may become obsolete as logistics platforms adopt alternative technologies. A technology-neutral definition of automated contracting is therefore preferable to a technology-specific definition. The author also rejects a strict “code is law” approach for logistics. Code can execute precisely defined obligations, but legal relations contain concepts that require interpretation and contextual judgment. A more appropriate model is: law governs the contractual relationship, while code executes the agreed mechanism. This preserves both technological efficiency and legal flexibility.



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12. Author's conceptual position

The author proposes a five-part conceptual framework for automated logistics contracting: technological neutrality, legal attribution, human oversight for high-risk operations, reliable electronic evidence and cross-border interoperability.

Technological neutrality means that a contract should not become invalid merely because software, artificial intelligence or another automated mechanism participated in its formation. Legal attribution means that the system's authorized output should be linked to a responsible legal person. Human oversight means that material or high-risk decisions should be open to review. Reliable electronic evidence means that the platform should preserve an auditable record of legally significant actions. Cross-border interoperability means that the national system should be designed for recognition and exchange beyond Uzbekistan.

The author therefore proposes replacing the question “Does the algorithm have legal will?” with a more useful legal question: “Who authorized the system, what authority was given, under what conditions was the system designed to operate, and was the relevant automated output within that authorized scope?” This approach preserves the concept of human or organizational legal responsibility without requiring artificial legal personality.

13. Model lifecycle of an automated logistics contract

A practical model may operate as follows. First, the customer authenticates on the platform. Second, cargo and transport parameters are entered. Third, an algorithm analyzes available carriers and routes. Fourth, dynamic terms and price are generated according to disclosed rules. Fifth, an electronic offer is created and its version is preserved. Sixth, the carrier provides electronic acceptance. Seventh, the platform records the time of formation in the audit trail. Eighth, an e-CMR or other electronic transport document is generated. Ninth, GPS and IoT



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data are used to monitor performance. Tenth, delivery is electronically confirmed. Eleventh, payment is automatically released according to the agreed mechanism. Twelfth, all legally significant events remain available as evidence.

This model illustrates the proper relationship between technology and law. The contract creates the legal rights and obligations; technology automates their expression, recording, monitoring and, where appropriate, performance. Technology therefore serves the contract rather than replacing the legal framework governing it.

14. Discussion

The results confirm that automation does not eliminate the traditional institutions of contract law. Offer, acceptance, contractual intention, authority, evidence and liability remain relevant, but their technical manifestation changes. The key legal problem is therefore not the existence of a new type of “machine contract” but the legal attribution of machine-mediated conduct.

The question “Who clicked the button?” becomes less important when a system has been deliberately configured to act without a button being pressed for every transaction. The more meaningful question is who authorized the system, what instructions were given, and whether the automated transaction was within the intended scope. This approach avoids treating the algorithm as a legal person while still recognizing the economic reality of autonomous digital operations.

At the same time, not every automated result should automatically bind a party. A malicious takeover, security failure, material programming defect or output generated outside authorized parameters may require a different legal analysis. The legal framework should therefore combine a general presumption of attribution with narrowly defined exceptions based on unauthorized use, manifest error and other legally relevant circumstances.



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For Uzbekistan, the most sustainable model is therefore a combination of technological neutrality, attribution, human review, reliable electronic evidence and international interoperability. This model would allow digital logistics platforms to achieve operational efficiency without creating legal uncertainty or weakening accountability.

Thesis contributes several propositions to the doctrinal analysis of digital logistics contracting. First, an automated order is best understood as the technological implementation of a previously authorized contractual instruction. Second, an automated contract is a method of contract formation or performance rather than a separate species of contract. Third, an algorithm should not be treated as an independent legal subject solely because it generates legally relevant output. Fourth, dynamic offers deserve explicit legal recognition where their content is determined through disclosed and objectively identifiable rules. Fifth, platform liability should follow the platform's functional role. Sixth, digital audit trails should have recognized evidentiary relevance when their integrity can be established. Seventh, AI involvement does not negate contractual validity but makes attribution and accountability more important. Eighth, code should be understood as a mechanism for execution within a legal framework rather than as a substitute for law.

15. Conclusion

Automated ordering and contract formation on digital logistics platforms represent an important stage in the development of contemporary civil law. They create significant opportunities to reduce transaction costs, accelerate logistics services, improve information exchange and integrate transport with electronic commerce and customs systems.



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Uzbekistan already possesses a substantial legal foundation for electronic contracting. The Civil Code recognizes contractual formation through electronic communications; the legislation on electronic commerce, electronic documents and electronic digital signatures supports the validity of digital transactions; the 2024 e-commerce reforms strengthened the platform economy framework; and the 2025 transport-logistics reforms established e-logistics and electronic transport systems as strategic priorities.

The resulting principle may be stated as follows: an algorithm is not a party to the contract; it is a means by which the contract is formed or performed. The law governs the contractual relationship, while code executes the agreed mechanism. This approach provides a balanced foundation for the further modernization of Uzbekistan's civil law and for the development of a legally reliable digital logistics ecosystem.