



Legal protection of consumers regarding electronic product warranties based on law number 8 of 1999 on consumer protection in Indonesia

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Abstract

The provision of warranties for products primarily aims to assure consumers that the business guarantees the quality of the electronic goods sold and is responsible for ensuring they are free from defects or hidden damages. If defects occur, provided they are not due to consumer error, the business must repair or replace the product, or offer a refund equivalent to the purchase price, depending on the type of warranty (official or store warranty). Warranties in electronic goods sales serve as after-sales service that guarantees consumer protection. Legal protection for consumers regarding electronic goods sales is outlined preventively in Law Number 8 of 1999 on Consumer Protection and in the Regulation of the Minister of Trade of the Republic of Indonesia Number 19/M-DAG/PER/5/2009 concerning Registration of User Manuals and Warranty Cards in Indonesian for Telematics and Electronics Products. These regulations hold businesses accountable for any consumer loss caused by defective products, in line with the provided warranty. This study examines the legal protection of consumers purchasing electronic products under warranty, based on Law Number 8 of 1999 on Consumer Protection, and the legal consequences of non-compliance with this law. Using a descriptive-analytic approach and a normative juridical method, this research analyses legal theories and the application of relevant regulations. It concludes that businesses have not complied with Article 7(e) of the law, and have breached their own warranty terms. Consumers may pursue legal action through both litigation and non-litigation avenues.

Keywords: Consumer protection, electronic product warranty, legal protection

Introduction

The issues faced by consumers extend beyond merely choosing products; they are far more complex, involving the awareness of both businesses and consumers about the importance of consumer protection. Businesses must recognise the need to respect consumer rights by producing goods and services that are of high quality, safe to use or consume, comply with standards, and are reasonably priced. The government, on the other hand, acknowledges the necessity of laws and regulations across all sectors involved in the transfer of goods and services from businesses to consumers. It must also ensure the proper enforcement of these laws and regulations.

The goal of consumer protection legislation is to enhance consumer dignity and awareness while indirectly encouraging businesses to operate responsibly. Consumers must recognise that they have rights protected by consumer protection laws, allowing them to monitor the actions of businesses and the government. Economic, trade, and industrial growth have provided consumers with an unprecedented range of products and services. Globalisation, supported by advancements in technology, information, and telecommunications, has facilitated ease of access to goods and services, making them readily available for consumption or use.

However, consumers are often in a vulnerable position, largely due to low levels of awareness and education. This is compounded by unethical business practices that prioritise profit above all else, disregarding moral responsibility.

In this era of globalisation, competition between domestic and foreign products has intensified, leading to greater demands for higher quality and efficiency in products. Such conditions have become a driving force for continued global economic growth. As a result, Indonesia has experienced

economic progress in the globalisation era, with consumers also benefiting from these advancements^[1].

Of course, consumers represent the broader society, making their protection essential. Safeguarding consumers directly relates to the state's duty to protect its citizens. Consumer protection laws, such as Law No. 8 of 1999, which regulates consumer protection, are the government's responsibility. For businesses, consumers are the target of their activities, with the aim of generating significant profits from product sales. According to the Indonesian Dictionary, consumers are the focus of business operations as they are the end-users of products. Furthermore, Article 1 Paragraph (2) of Law No. 8 of 1999 on Consumer Safety states that anyone can use a product or benefit available to the public, whether for personal gain, family interests, others, or even for other living beings, and the product may not necessarily be intended for sale.

A healthy business practice is an integral part of ensuring buyer security, and these two aspects cannot be separated. In the execution of sound business operations, legal protections for buyers, public authorities, and business actors must be appropriately aligned. Unfair consumer protection can place consumers in a vulnerable position. Article 3 of Regulation No. 8 and the authority of governmental bodies, the general public, and Consumer Protection Organisations (LPMSM) in overseeing business practices are fully governed by Article 8 of the 1999 Consumer Protection Regulation.

The Consumer Protection Law states that consumer protection encompasses all efforts to provide legal certainty and safeguard consumers. It covers a wide range of issues, including consumer protection related to goods and services, from the initial acquisition to the consequences of their usage. The scope of consumer protection can be divided into two main aspects^[2]:

1. Protection against goods delivered to consumers not aligning with what was agreed upon;
2. Protection against the imposition of unfair conditions on consumers.

Although this law is referred to as the Consumer Protection Law (UUPK), it does not imply that the interests of business actors are neglected, particularly given that the national economy largely depends on these actors. Arbitrary actions can lead to legal uncertainty. Therefore, to ensure all efforts provide legal certainty, the qualitative standard is set within the Consumer Protection Law and other relevant laws that remain in force, all aimed at protecting consumers^[3].

Protection for consumers is increasingly recognised as vital, both materially and formally, particularly in light of the rapid advancements in science and technology, which drive productivity and efficiency for producers of goods and services in their pursuit of business objectives. In the quest to achieve these aims, consumers, directly or indirectly, are typically the ones who will feel the effects. Consequently, efforts to provide adequate protection for consumer interests are essential and urgent, especially in Indonesia, given the complexity of issues surrounding consumer protection, particularly as we approach the forthcoming era of free trade^[4].

The absence of missing functions or negative aspects, such as inadequate service, means that consumer purchases of goods and services stem from their desire to obtain the best. Products must come with guarantees that ensure customer satisfaction, provided the items are in reasonable condition and free from damage or defects. One such assurance is a warranty. As implied in the reference from the Indonesian Dictionary, a warranty is a liability or guarantee. Broadly speaking, a warranty is a promise made by an organisation to customers to assure buyers of the quality and reliability of the goods they use^[5].

When customers purchase items, whether goods or services, they naturally expect to receive the best, with no missing functions or unpleasant aspects. The assurance that a product functions properly and is free from defects is referred to as a warranty; according to the Indonesian Dictionary (KBBI), "warranty" can be defined as a guarantee or liability. Typically, a warranty serves as a company's commitment to customers, ensuring they receive high-quality products that meet specifications, operate effectively, and are covered for a certain period, encompassing all or part of the product. The purpose of a warranty is to create and enhance customer satisfaction.

Providing a warranty is a common form of service from sellers to buyers, as it offers assurance to consumers, particularly for electronic items that carry a risk of malfunction. Since the actual condition of the purchased items cannot be definitively known by consumers at the time of sale, despite their physical inspection, the implementation of legal protection for consumers becomes crucial. This protection particularly delineates the responsibilities of businesses towards consumers who suffer losses due to defective products, highlighting the facts surrounding incidents that lead to such losses. Legal protection for consumers entails placing the burden of responsibility on businesses to guarantee the quality of the goods sold, thereby providing warranties for those products. The problem statements in this research are as follows:

1. How is legal protection afforded to consumers purchasing warranty-covered electronic products under Law No. 8 of 1999 on Consumer Protection?
2. What are the legal consequences for warranty-covered electronic products that do not comply with the provisions of Law No. 8 of 1999 on Consumer Protection?

Research method

This research employs a normative legal methodology with a doctrinal approach, commonly referred to as library legal research^[6]. Doctrinal research aims to provide a systematic explanation of the rules applicable within a specific legal category, analyse the relationships between regulations, and predict future legal developments^[7]. This study involves examining primary legal materials such as the 1945 Constitution, Law No. 8 of 1999 on Consumer Protection, and Minister of Trade Regulation No. 19/M-DAG/PER/5/2009. Additionally, secondary legal materials, including scholarly literature, and tertiary sources such as dictionaries and relevant internet resources, are also utilised. Data collection is conducted through library research employing deductive analysis, where legislation is interpreted grammatically and systematically to draw conclusions pertinent to the research topic.

Result and Discussion

Legal protection for consumers regarding the purchase of electronic products with warranties based on Law No. 8 of 1999 on Consumer Protection.

Legal guarantees for buyers have been ensured by public authorities through the establishment of legal guidelines. Particularly in Regulation No. 8 of 1999 on Consumer Protection, it is stated that buyer safety is an effort to provide legal certainty for customers by offering them guarantees. Buyers' privileges can be fulfilled through the existence of legal guarantees for them. The relationship between buyers and business actors clearly serves as a means to obtain legitimate buyer guarantees. The freedom and commitment arising from the relationship between buyers and business actors undoubtedly require legal protection to ensure that consumers or the public feel secure when using products from these businesses, and vice versa.

Current regulations provide legal protection for consumers within business law. According to Article 1, Paragraph (1) of Law No. 8 of 1999 on Consumer Protection, all efforts to ensure legal certainty for consumer protection are essential; legal protection means that consumers' rights can be fulfilled. The mutual dependence between business actors and consumers is a key aspect of legal protection for consumers. Consequently, for the public to feel secure, the law must protect the rights and obligations arising from this legal relationship. Just as consumers purchase products that safeguard their interests, this is crucial because many consumers experience losses. One such loss incurred by consumers involves defective products.

There are provisions that regulate the company's responsibilities towards consumers in the event of damaged or defective goods. Essentially, the Consumer Protection Law (UUPK) adequately outlines consumer rights. As stated in the first paragraph of Article 19 of the UUPK, business actors are responsible for providing compensation for damages, pollution, and/or losses incurred by consumers due to the consumption of goods and/or services they

produce or trade. Additionally, Article 19, Paragraph 2, specifies that the compensation referred to in Paragraph 1 may take the form of refunds, replacement goods and/or services of equivalent value, healthcare, and/or suitable compensation based on the severity of the situation.

Given the large number of customers or individuals engaged in trade activities, legal protection for buyers is of paramount importance. One of the losses experienced by buyers is the presence of defective goods or the quick deterioration of products due to poor quality, making them prone to damage. This issue is undeniably the responsibility of the suppliers, namely the business actors. The UUPK plays a crucial role in regulating the rights of buyers. According to Article 19, Paragraph (1) of the UUPK, business actors are obliged to compensate consumers who suffer losses, pollution, or misfortune due to the goods and services provided and exchanged. Furthermore, Article 19, Paragraph 2 states that the compensation mentioned in Paragraph 1 may include healthcare services and/or restitution in accordance with applicable legal provisions or may involve replacement goods or services of equal quantity or value as dictated by the law^[8].

The use of strict liability, which is a principle of responsibility in consumer protection, will reduce the losses incurred by consumers due to the absence of guarantees associated with this principle. Legal violations are not based on fault; rather, this principle mandates that business actors are directly responsible for any losses resulting from their unlawful actions. In this context, absolute liability does not consider whether fault exists; instead, it holds business actors directly accountable for losses arising from their negligence or carelessness.

In the disputes that arise between consumers and producers concerning product guarantees, conflicting norms emerge due to the existence of a norm that has been established but contradicts other legal norms. In this case, producers fail to implement the guarantees they have promised. Consequently, the legal norms outlined in the Consumer Protection Law are ignored or not enforced by producers, leading to conflicts between producers and consumers. The rights of consumers, which are already regulated and protected by the Consumer Protection Law, are disregarded by producers. From the consumer's perspective, it is the producers who promise a product guarantee but fail to deliver it to consumers. Situations like this create "Normative Conflicts," where producers establish rules or norms that contradict existing legal norms.

In practice, legal protection for consumers within business law has been safeguarded by the government through existing regulations. Article 1, Paragraph (1) of Law No. 8 of 1999 on Consumer Protection states that consumer protection comprises all efforts to ensure legal certainty to provide protection for consumers. With legal protection in place for consumers, their rights can be fulfilled. The key to legal protection for consumers lies in the mutual dependence between consumers and business actors. The rights and obligations arising from this legal relationship must be safeguarded by law to ensure that society feels secure. Just as it is vital for consumers to have protection when purchasing a product, as many consumers face losses, product defects remain one of the significant issues affecting consumers^[9].

Business actors who fail to provide warranty cards or product guarantees to consumers who purchase their

marketed products are liable for any losses incurred by those consumers. This responsibility is based on the element of fault, which must be proven against the producer, and is governed by Articles 19, 23, and 28 of the Consumer Protection Law. Satjipto Raharjo states that legal protection involves safeguarding human rights (HAM) that have been harmed by others, ensuring that society can enjoy all the rights granted by law. According to Soedikno Mertokusumo, legal protection is a guarantee of human rights and obligations aimed at fulfilling personal interests as well as within human relationships.

Legal protection is provided through preventive measures established by Law No. 8 of 1999 on Consumer Protection, where consumer protection is based on relevant principles in national development. As outlined in Article 2 of Law No. 8 of 1999, the principles of consumer protection state that "consumer protection is based on benefit, justice, balance, consumer safety and security, as well as legal certainty."

The implementation of consumer legal protection can determine the responsibility of business actors towards consumers who suffer losses due to defective products, based on the facts surrounding the events that caused the losses. One form of legal protection provided to consumers is imposing the burden of responsibility on business actors to ensure that the quality of the goods they sell is guaranteed, which is why a warranty is provided for such products.

In the context of legal protection, business actors involved in the sale of electronic goods with official warranties are fundamentally obliged to inform consumers that the products they purchase come with a warranty. This is evidenced by the issuance of a warranty note that must be completed by the buyer or consumer and promptly sent to the address specified in the warranty note or returned to the store to be forwarded to the sales agent. However, it is common for consumers not to fill out and send back the warranty note, often exceeding the stipulated deadline. Consequently, when a product fails, warranty repair claims are often rejected by the agent. Additionally, rejection may occur from the business actors or producers through the sales agent if the product has been unsealed by the consumer. Nonetheless, many consumers still fail to complete and return the warranty card, which complicates the process when claiming a warranty for the purchased item^[10].

Consumers can file claims for losses or damages related to the purchase of electronic goods, and if they meet the conditions specified in the warranty according to the type of warranty provided, the business actors will address the consumer's complaints regarding the problematic electronic items. However, if the damage to the product is due to consumer error, the warranty claim will be rejected.

In addition to official warranties, there is also a store warranty, which is typically provided by the store owner for electronic products that are older, second-hand, or have been refurbished. This store warranty can also be seen as an execution of the business actor's responsibility (the store) in providing legal protection to consumers.

The legal consequences of electronic products with warranties not complying with the provisions of Law number 8 of 1999 concerning consumer protection

Legal consequences refer to the outcomes resulting from actions taken to achieve a desired effect by the actor, which

are governed by law ^[11]. Such actions are termed legal actions. Legal consequences may manifest in the following forms:

1. The emergence, alteration, or disappearance of a legal status;
2. The emergence, alteration, or disappearance of a legal relationship between two or more legal subjects, where the rights and obligations of one party are counterposed to the rights and obligations of the other party;
3. The imposition of sanctions for actions that violate the law. Essentially, consumers possess rights as outlined in Article 4(b) of the Consumer Protection Act, which are as follows:
 - a. The right to comfort, safety, and security in consuming goods and/or services;
 - b. The right to choose goods and/or services and to receive them in accordance with the exchange value and conditions, along with the guarantees promised;
 - c. The right to accurate, clear, and honest information regarding the condition and guarantees of goods and/or services;
 - d. The right to have their opinions and complaints heard regarding the goods and/or services used;
 - e. The right to receive advocacy, protection, and appropriate dispute resolution efforts in consumer protection;
 - f. The right to consumer guidance and education;
 - g. The right to be treated or served fairly, honestly, and without discrimination;
 - h. The right to receive compensation, restitution, and/or replacement if the goods and/or services received do not meet the agreement or are otherwise unsatisfactory;
 - i. Rights as stipulated in other legal regulations.

In relation to these consumer rights, business operators are also obligated to provide compensation, restitution, and/or replacement if the goods and/or services received or utilised do not conform to the agreement. As consumers, if they incur losses from using goods that do not meet the agreement, according to Article 19 of the Consumer Protection Act, the business operator is responsible for providing compensation for damages, contamination, and/or losses incurred by consumers as a result of consuming goods and/or services produced or traded. In this case, compensation may take the form of a refund or the replacement of similar goods and/or services of equivalent value, or healthcare and/or benefits in accordance with applicable legal regulations.

As part of the business operator's responsibility for electronic products manufactured by the company, each electronic product is accompanied by a warranty through the issuance of a warranty card. The term "warranty" derives from the English word "guarantee," meaning a promise or obligation. In the Indonesian dictionary, a warranty is defined as a guarantee; it is a component of a sales agreement where the seller ensures the quality or proper functioning of the goods sold for a specified period. Product guarantees are fundamentally related to the Indonesian Civil Code, constituting a part of guarantee law, where the term "guarantee" refers to the assurance of products in a sales transaction, such as electronic goods ^[12].

The provision of warranties by sellers has become a common form of service for buyers or consumers, as warranties in the purchase of a product provide assurances

to buyers, particularly when purchasing electronic goods that are at risk of malfunction. This is because the actual condition of the goods at the time of purchase is not always fully known to consumers, even though they can inspect them physically. Warranty agreements are governed by Article 1316 of the Indonesian Civil Code, which states: "It is permissible to undertake or guarantee a third party by promising that this person will do something without reducing the claim for compensation against the one who has guaranteed the third party or has promised to ensure that the third party will affirm something if this party refuses to fulfil the obligation."

The concept of warranties is explicitly mentioned in Article 1(8) of the Minister of Trade Regulation of the Republic of Indonesia No. 19/MDAG/PER/5/2009 concerning the Registration of User Manuals and Post-Sale Warranty Cards in the Indonesian Language for Telematics and Electronics Products. It states: "A warranty is a certificate for a product indicating that the manufacturer (business operator) must ensure that the product is free from workmanship errors and material defects within a certain period." This document is commonly referred to as a warranty card or guarantee card. A warranty/guarantee card indicates the availability of spare parts, as well as the seller's facilities and services for telematics and electronics products.

A warranty serves as a responsibility or assurance from the seller that the goods sold are free from hidden defects and previously unknown damage. This implies that there are exceptions to defects or damage that have been disclosed or notified by the seller to the buyer. The legal basis for providing warranties in sales transactions can be established through the agreement of the parties, i.e., the buyer and seller, and is also regulated under Article 7(e) of the Consumer Protection Act No. 8 of 1999, which explicitly states that one of the obligations of business operators is to "allow consumers to test and/or try specific goods and/or services, as well as provide warranties and/or guarantees for goods that are produced and/or traded."

Furthermore, Article 25(1) of the Consumer Protection Act No. 8 of 1999 stipulates: "Business operators producing goods whose utilisation continues for at least one (1) year must provide spare parts and/or after-sales services and must honour the warranties or guarantees as agreed."

There are various products available on the market, providing consumers with many choices. However, consumers may sometimes overlook that the products they purchase have defects, such as manufacturing flaws that become apparent only after use. Hence, there is a need for consumer protection regarding the goods they buy, such as the provision of a warranty for a product, commonly known as a guarantee.

In sales transactions, especially concerning electronic goods, a warranty is necessary to offer protection to buyers or consumers. It is essential for producers or business operators to provide the best products for consumers as a demonstration of their responsibility. This is because consumers will feel disadvantaged if the goods they purchase or use from a business operator turn out to be defective or have hidden flaws.

The practice of selling electronic goods typically begins with a business operator offering goods through various means. During this offering process, the business operator can present a description of various products, along with the assurance of quality and after-sales service, aligning with

the consumer's right to receive full information about what they are purchasing.

From the above explanation, it can be concluded that consumers who do not receive warranties in accordance with the Consumer Protection Act No. 8 of 1999 can take legal action by filing a civil lawsuit through institutions responsible for resolving disputes between consumers and business operators or through the general court system, as stipulated in Article 45(1) of the Consumer Protection Act. In addition to court proceedings, disputes between consumers and sellers may also be resolved outside the courts, based on the voluntary choice of the disputing parties, as stated in Article 45(2) of the Consumer Protection Act. In this regard, business operators are obligated to take responsibility for the goods they sell.

Conclusion

1. The provision of a warranty for a product is fundamentally intended to instil confidence in consumers that the business operator guarantees the quality of the electronic goods being sold. Additionally, it holds the business operator accountable for ensuring that the electronic products sold are free from damage and hidden defects. However, if such issues arise due to circumstances beyond the consumer's control, the business operator is responsible for either repairing the product or replacing it with a similar item or one at the price indicated on the purchase receipt, depending on whether a formal warranty or a store warranty has been provided. Warranties in electronic sales represent a form of after-sales service that offers assurance to consumers. Legal protection for consumers in electronic sales transactions is proactively governed by Law No. 8 of 1999 on Consumer Protection and the Regulation of the Minister of Trade of the Republic of Indonesia No. 19/MDAG/PER/5/2009 concerning the Registration of User Manuals and Post-Sale Warranty Cards in the Indonesian Language for Telematics and Electronics Products. These regulations impose responsibilities on business operators, stipulating that if consumers suffer losses due to defective products, the surrounding facts leading to the loss must align with the warranty provided.
2. As part of their responsibility for electronic products, manufacturers must issue warranties for each item, often documented with a warranty card. The legal basis for providing warranties in sales transactions can be established through an agreement between the buyer and the seller. Additionally, Article 7(e) of Law No. 8 of 1999 on Consumer Protection clearly states that one of the obligations of business operators is to "provide consumers with the opportunity to test and/or try certain goods and/or services, as well as to offer guarantees and/or warranties for the goods produced and/or traded." Should consumers not receive a warranty in accordance with Law No. 8 of 1999 on Consumer Protection, they are entitled to pursue legal action, including filing a civil lawsuit through institutions designated to resolve disputes between consumers and business operators or through the general court system, as outlined in Article 45(1) of the Consumer Protection Act. Moreover, disputes between consumers and sellers can also be resolved outside the courts based on the voluntary agreement of the parties involved, in line

with Article 45(2) of the Consumer Protection Act. In this context, business operators are obligated to take responsibility for the goods they sell.

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