

## LEGAL PROTECTION OF RESELLER IN PURCHASE AND SALE AGREEMENTS IN THE GLOBALIZATION ERA

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### ABSTRACT

*The Consumer Protection Law only explains that what is meant by a consumer is the final consumer. This means that consumers in Indonesia are in a condition where they do not understand the rights and obligations that they should know. This condition is caused by a paradigm that arises because not all consumers have the same knowledge and understanding regarding rights and obligations. Buying and selling in the current digital era, especially in Indonesia, continues to grow. As resellers in buying and selling have special characteristics that involve parties across jurisdictions without having to meet physically, legal protection is very much needed for consumers. The purpose of this study is to discuss resellers in sale and purchase agreements and legal protection for resellers in sale and purchase agreements in the era of globalization. The method used is normative legal research with a statutory approach and a conceptual approach that examines resellers in buying and selling in the era of globalization. Legal protection for resellers in sales and purchase agreements in this era of globalization has not been carried out optimally, due to legal arrangements based on Law no. 8 of 1999 concerning Consumer Protection, has not been able to reach reseller protection in the sale and purchase agreement as a whole.*

**Keywords:** *Resellers, Buying and Selling Agreements, Globalization Era*

### INTRODUCTION

Buying and selling is a reciprocal agreement in which one party (the seller) promises to hand over ownership rights to an item, while the other party (the buyer) promises to pay a price consisting of a sum of money in exchange for acquiring ownership rights. the. Buying and selling as regulated in book III of the Civil Code (KUH Perdata) in Article 1457 is defined as follows: an agreement in which one party binds himself to deliver an item, and the other party to pay the promised price.

Advances in information technology will not be avoided, because it is an integral part of the development of human thought and civilization. This technological advancement is a very important evolution from the millennium century which has provided a very extraordinary leap for the joints of human life. These technological advances have brought extraordinary changes that have resulted in human life being



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inseparable and even very dependent on this technology.<sup>1</sup>Suhardo, as quoted by Anjani, said that the world of telematics as part of technological development brings something very significant with the existence of an internet network that works through computer media. Finally, the advancement of technology and communication has actually changed the lifestyle and behavior of people globally.

Advances in technology and communication through internet media have also penetrated the world of commerce, so that there are terms that are very well known to date, including e-commerce,<sup>3</sup> buying and selling online, buying and selling online (in the network), buying and selling virtually. All of these terms describe the use of internet technology in the world of trading or buying and selling. That is, buying and selling electronically is an innovation that follows the trend of advances in communication and information technology. Electronic buying and selling agreements (known as e-commerce agreements) made by

the parties to the agreement are not agreements made by agreements in general. The electronicsale and purchase agreement is made without the direct presence of the parties but the agreement is made electronically. Even though Article 1320 of the Civil Code is related to agreements which only regulate agreements in general, and states that a signed agreement is binding on the parties.<sup>5</sup>The majority of online sale and purchase agreements use standard clauses which are found in the terms and conditions where the business actor lists them in a place where the consumer cannot be involved. Under these conditions, the standard clause is actually null and void, which means that the clause is deemed to have never existed. In fact, in several cases, consumers suffered losses because of the standard clauses listed by business actors.

One of the important links in the buying and selling system in electronic commerce is the existence of resellers. Resellers are sellers who sell other people's goods (not theirs), so that resellers themselves are able to help market sales from other sellers. The system implemented by resellers in management science is included as an indirect distribution strategy. Indirect distribution itself has the meaning of distributing or selling goods from producers to consumers through intermediaries carried out by agents, brokers or resellers.

Resellers in buying and selling in this globalization era, it is not uncommon to receive complaints from end consumers related to defects or damage to goods purchased electronically, inappropriate sizes, colors of goods ordered not in accordance with requests, goods damaged when they reach consumers, delay in delivery of goods. All of these consequences will of course lead to disappointment in consumers as well as material losses. For example, damage to goods sold electronically in the hands of the end consumer which is detrimental, of course, requires replacement of goods from the reseller. In the process of replacing defective/damaged goods, some online shop sellers

do not want to replace them, although there are also those who are willing to replace the defective/damaged goods. Based on these conditions,

Based on the description above, the researcher proposes the following problem formulation: 1) How is the legal arrangement of sale and purchase agreements for business actors and resellers in the era of globalization? 2) How is the legal protection of resellers for buying and selling in the era of globalization?

## **METHOD**

The research method used in this study is a normative juridical method, as a logical consequence of the nature of sui generis jurisprudence, using secondary data, namely primary legal materials and secondary legal materials. Primary legal materials are binding legal materials, so in this study primary legal materials consist of the 1945 Constitution of the Republic of Indonesia, the Civil Code, Law no. 11 of 2008 concerning Information and Electronic Transactions, Law no. 8 of 1999 concerning Consumer Protection, secondary legal material, namely data obtained from library research and documentation, which is the result of research and processing of other people, which is already available in the form of literature or documentation.

## **RESULT AND DISCUSSION**

### **A. Legal Arrangement of Sale and Purchase Agreements for Business Actors and Resellers in the Era of Globalization**

Electronic commercial transactions (e-commerce) are a form of modern business that are non-face and non-sign (without meeting face to face and without being signed). Electronic commercial transactions (e-commerce) have several special characteristics, including that these transactions are paperless (without written documents), borderless (without geographic boundaries) and the parties conducting transactions do not need to meet face to face. Electronic commercial transactions (e-commerce) refer to all forms of commercial transactions that are based on electronic processing and data transmission via electronic media.

Contracts in buying and selling via electronics in the era of globalization tend to be made unilaterally by business actors (merchants) who are usually more dominant than consumers where it is clear that it will be more profitable for business actors, while the consumer's position in this case is very weak. 58 Electronic contracts are said to be Standard contracts, apart from being made unilaterally, also do not provide opportunities for consumers to bargain or negotiate (bargaining).

As a form of agreement, in making the agreement, it must meet the legal requirements of the agreement, both objective legal requirements and subjective legal requirements. The terms of the validity of the agreement have been regulated in article 1320 of the Civil Code. The validity of the agreement requires four conditions, namely:

1. Agreed those who bind himself



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2. Capable of making an engagement
3. A certain thing
4. A lawful reason

With the Development of Online Business Trading Through the development of the internet, the economy has revolutionized the economy. These changes occur in procedures, techniques and business models. At first the internet was only used as a means of communication and promotion, then it developed into a means to package all interests in the company. Law No. 11 of 2008 which has been amended in Law Number 19 of 2016 concerning Information and Electronic Transactions (UU ITE) is the first cyber law owned by Indonesia. Electronic Commerce is also supported by Law Number 7 of 2014 concerning Trade. E-commerce arrangements in this law are intended to provide certainty and understanding regarding what is meant by e-commerce and provide protection, certainty to electronic businessactors,

Based on the provisions of Article 65 of Law Number 7 of 2014 concerning Trade, it is stipulated that every business actor who trades goods and or services using an electronic system must provide complete and correct data and or information. The Internet has created a trend of outsourcing and downsizing in companies. In e-commerce transactions, business transactions are created that are more practical without paper (paperless) and in e-commerce transactions the parties conducting the transaction cannot meet face to face, so that it can be said that e-commerce is the driving force of the new economy. in technology.<sup>9</sup>

With this e-commerce system, a seller does not have to meet face to face with buyers/consumers in a trade transaction. Transactions can occur only by correspondence via e-mail, telecopy and others. Payment can also be made via the internet. The development of e-commerce has brought many changes to the business activity sector that has been carried out in the real world. This change was marked by the existence of a number of efforts from the business activity sector which were originally based in the real world, then developed it into the virtual world. The use of the internet in electronic commerce has a very positive impact, namely in terms of speed and convenience as well as its sophistication in carrying out global interactions without the limitations of place and time which are now commonplace.

In buying and selling transactions via the internet, the parties involved in it carry out legal relations that are spaced through a form of agreement or contract that is carried out electronically. The definition of an electronic contract is explained in Article 1 point 17 of the ITE Law which stipulates that "an electronic contract is an agreement between parties made through an electronic system". On the other hand, the notion of an Electronic System is a series of electronic devices and procedures that function to prepare, collect, process, analyze, store, display, announce, transmit, and or

disseminate Electronic Information. Electronic contracts, although different in physical form from conventional contracts, are both subject to the rules of contract law/agreement law/agreement law. Both types of contracts must also comply with the "legal terms of the agreement" and "principles of the agreement". On the other hand, even though the majority of electronic contracts are in the form of standard contracts (standard contracts) that have been determined by the seller, the standard contracts may not contradict and violate Law Number 8 of 1999 concerning Consumer Protection.

## **B. Legal Protection for Resellers Against Buying and Selling in the Era of Globalization**

The consumer discussed in this case is every user of goods or services for their own, family or household needs, and not to produce other goods/services or re-trade them, there is a consumer transaction which means the process of transferring ownership or enjoyment of goods or services from providers of goods or service providers to consumers. Article 4 UUPK states that consumer rights include; the right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and conditions as well as promised guarantees; the right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services; the right to obtain compensation, compensation and/or reimbursement, if the goods and/or services received are not in accordance with the agreement or not as they should be; etc. On the other hand, obligations for business actors according to Article 7 UUPK include; provide correct, clear and honest information regarding the condition and warranty of goods and/or services as well as provide an explanation of use, repair and maintenance; provide compensation, compensation and/or reimbursement. if the goods and/or services received or used are not in accordance with the agreement, etc.

Article 1 number (3) UUPK, what is meant by business actors is every individual or business entity, whether in the form of a legal entity or not a legal entity that is established and domiciled or carries out activities within the jurisdiction of the Republic of Indonesia, both alone and together through agreements to carry out business activities in various economic fields. Then explained in PP Number 80 article 50 of 2019 regarding electronic contracts, "PMSE can use the Electronic Contract mechanism or other contractual mechanisms as a manifestation of the agreement of the parties."

Resellers or what is known in Indonesian as intermediaries in trade that function as liaisons between sellers and buyers, are related to trade relations between collective traders and individual traders, so that resellers in this case have a very significant role. A reseller as a liaison between the two parties who have mutual interests in practice is more dominant in the parties who will buy and sell. Resellers have special advantages over agents or brokers, the advantage is that resellers do not get a replacement from those who receive wages through special suppliers that are applied



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to resellers, so resellers will get wages at prices lower than market prices. Both suppliers and resellers will get the same benefits,<sup>10</sup> Basically resellers are regulated by the policies of the main business actors or by agreements that have been made and agreed upon.

the form of the law of the agreement and Article 1320 of the Civil Code applies therein. The sale and purchase agreement between the main business actor and the reseller is an engagement process between two or more parties through the delivery of an object. In this regard, e-commerce activities are usually implemented through online shops which stipulate that merchants must provide complete and correct information regarding contract terms, manufacturers and products in accordance with the provisions set out in Article 17 paragraph

(2) of the ITE Law. Resellers must also be careful when partnering with major business actors. Article 9 of the ITE Law obliges a person to clearly explain his identity as a business actor; whereas Article 10 paragraph (1) of the ITE Law stipulates that business actors must be legal with proof of certification from a reliability agency and business actors must be responsible for all losses resulting from transactions according to the formulation of Article 12 paragraph (3) of the ITE Law. Based on the narrative above, resellers are required to check all the requirements that must be fulfilled by business actors as regulated in the ITE Law related to the eligibility of business actors. These provisions are actually part of efforts to protect resellers.

In Article 7 letter b Law Number 8 of 1999 concerning Consumer Protection above, it has been explained that business actors are obliged to provide correct, clear and honest information regarding the conditions and guarantees of goods, so that if business actors send goods that do not match the pictures on the marketplace deemed to have breached its obligations. Then the responsibility of the business actor due to sending goods that do not match the picture in the transaction in the marketplace based on Article 7 Letter f of Law Number 8 of 1999 concerning Consumer Protection, the business actor is obliged to provide compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services.

If a business actor in running his business violates the prohibitions and/or causes damage, pollution and/or loss to consumers as a result of consuming the goods and/or services being traded, the business actor is responsible for providing compensation. Such compensation can be in the form of a refund or replacement of goods and/or services of a similar or equivalent value or health care and/or compensation in accordance with the provisions of the applicable laws and regulations. Compensation is carried out within a period of 7 (seven) days after the date of the

transaction (see Article 19 UUPK). Besides that, the advertising business actors are also responsible for the advertisements produced and all the consequences caused by these advertisements (Article 20 UUPK).

## CONCLUSION

Buying and selling in the era of globalization is stated in Law Number 7 of 2014 concerning Trade. The regulation of e-commerce in this law is intended to provide certainty and understanding regarding what is meant by e-commerce and provide protection and certainty to electronic trading business actors, e-commerce operators, and resellers in carrying out trading activities through the electronic system.

In Article 7 letter b of Law Number 8 of 1999 concerning Consumer Protection above, it has been explained that business actors are obliged to provide true, clear and honest information regarding the conditions and guarantees of goods, so that if business actors send goods damaged/defective they are considered to have violated his obligations. Then the responsibility of the business actor due to sending goods that are not suitable according to Article 7 Letter f of Law Number 8 of 1999 concerning Consumer Protection, the business actor is obliged to provide compensation, compensation and/or reimbursement for losses due to the use, usage and utilization of goods and/or or traded services.

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