



# Legal Protection For Consumers In After-Sale Services For The Use Of Electronic Products

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**Abstract:** The development of technology in the field of electronics is progressing rapidly. The high demand from consumers for electronic products creates an opportunity for business actors to compete in producing and marketing electronic products. To ensure that the circulating electronic products meet the regulated standards, the government has established rules regarding after-sales services that must be provided by business operators. In practice, there are still consumers who feel disadvantaged by after-sales services, which include limited spare parts availability, unclear information, and complicated warranty claim processes. The purpose of this writing is to analyse the protection that can be provided to consumers for losses incurred after the use of electronic products and how to resolve disputes over the losses experienced. From the research conducted, it was found that consumers are entitled to compensation either in the form of a refund equivalent to the price of the product purchased or a replacement unit that is appropriate and similar to the consumer's product, as well as compensation for losses that may arise due to inadequate after-sales service. If the business operator fails to fulfil their obligations, the consumer can file a compensation claim against the business operator outside of court, namely through the BPSK, and if the BPSK resolution is unsatisfactory, the consumer can file their lawsuit through the general court. The conclusion drawn from this research includes the obligation of business operators to fulfil consumer rights for losses caused by inadequate after-sales service of electronic products, as well as the resolution actions that consumers can take to obtain their rights appropriately.

**Keywords:** *Legal Protection, Dispute Resolution, After-Sales.*

## 1. Introduction

The rapid development of technology in today's modern era can be found in the fields of telecommunications, biotechnology, trade, to technology that can help facilities and infrastructure in everyday life (Wibowo, 2022). Some of the results of technological developments that can be used in everyday life such as TV, washing machine, refrigerator, vacuum cleaner, microwave, air conditioner and so on. Such rapid development makes the demand for electronic products increase which then makes many business actors compete in producing and marketing electronic products (Toguan & Nur, 2020).

The use of technology such as electronic goods has become a primary need, no longer a secondary need for some people. Its nature, which is a primary need, makes opportunities for business actors to compete in creating and producing varied electronic goods (Putra Wathan, 2023). The more business people who try to create electronic goods is an advantage for consumers because there will be many choices so that consumers will have the opportunity to see and assess the quality between one product and another (Ariesti & Senastri, 2023).

To ensure that business actors produce electronic products with good quality and quality and meet applicable standards, the government makes laws and regulations

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Received: Feb 04, 2025;  
Revised: Feb 10, 2025;  
Accepted: Feb 17, 2025;  
Published : Feb 28, 2025;



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governing after-sales service (Eka & Dewi, 2024). After-sales service is a form of responsibility given by business actors to consumers as a guarantee that the products traded are of good quality, there are no product defects, safe and in accordance with applicable standards. In addition, after-sales service is often considered as a service in increasing consumer confidence and is the main value of every product marketed by business actors (Gronross, 2015).

Law No. 8/1999 on Consumer Protection Article 25 paragraphs (1) and (2) explains that business actors are obliged to provide after-sales service and must fulfil the guarantee or warranty as promised for at least one year. The provision of after-sales services includes the provision of after-sales service centres (Service Centres), guarantees or warranties, and the provision of spare parts (Fitrya Primadhany et al., 2020).

Although there are regulations regarding after-sales service obligations, in practice there are still consumers who do not get their rights which are then in a weak or often disadvantaged position (Maulidiana, 2020). Based on data on consumer complaints expressed through consumer media, more than 20 (twenty) consumers were found complaining about the poor after-sales service received for the use of electronic products such as TVs, washing machines, air conditioners, refrigerators and others (Ali, 2019). After-sales service complaints came from various types of electronic products with different brands. The poor response of business actors in responding to consumer complaints, the complicated warranty claim process, and the provision of spare parts are evidence that there are still business actors who ignore their obligations in fulfilling consumer rights (Triasih et al., 2019).

Based on the brief description above, the author has an interest in examining Consumer Legal Protection of after-sales service, especially related to the use of electronic products such as refrigerators (Syaparuddin, 2022). The main focus in this study is to answer two problem formulations, namely first, what legal protection can be given to users of electronic goods refrigerators against losses that may arise due to inadequate or defective after-sales service. Second, how is the process of resolving legal disputes against losses suffered by users of refrigerators who feel harmed by business actors, taking into account the legal mechanisms that apply in protecting consumer rights and ensuring justice for the parties involved (Lambi & Siswani, 2024).

## **2. Materials and Methods**

The writing of this journal uses normative juridical research methods by analysing legal norms derived from laws and regulations, library legal research that focuses on legal principles or opinions from legal experts in the form of books, scientific papers, journals. This research is descriptive in nature to analyse the after-sales service of electronic products in order to obtain a systematic and clear picture of the object of research. The legal materials used in this research are secondary legal materials obtained from the library in the form of laws and regulations and from primary and secondary legal materials (Rohman et al., 2024).

### 3. Results and Discussion

#### 3.1 *The Role of Consumer Protection Law in Protecting Consumer Rights Against After-Sales Service of Electronic Product Use*

In the Decree of the Minister of Industry and Trade of the Republic of Indonesia No. 634/MPP/Kep/9/2002 article 1 paragraph (12), after-sales service is defined as a service provided by business actors to consumers related to goods and/or services sold, such as quality assurance, durability and ease of operation for at least one year. After-sales is a series of actions that occur after the purchase of goods to help consumers or buyers to use these goods (Saccani, et al 2007) .

Indonesian National Standard (SNI) 7229:200 concerning General Provisions for After Sales Services divides after-sales services into two types, including: (a) After-sales service during the warranty: While the goods are being used or operated, the business is responsible for the cost of inspection, repair, or replacement of malfunctioning goods or components. (b) Post-warranty after-sales service: Guarantee of periodic maintenance (service), repair, replacement, and availability of spare parts of the goods used; availability of technology; experienced technical personnel; and maintenance and repair workshops available at the consumer's expense.

The establishment of the Consumer Protection Law is intended to protect the interests of consumers from fraud in trade practices. Consumer protection includes product quality, safety and consumer rights in obtaining clear information, obtaining after-sales service from purchased products and compensation if they suffer losses due to the use of products that are not in accordance with applicable standards. The existence of the Consumer Protection Law means that consumers have a strong legal umbrella or legal basis in fighting for their rights and can encourage business actors to be able to apply good product standards and quality in the provision of electronic products.

The provisions related to the obligation of business actors to provide after-sales service are regulated in Law No. 8/1999 on Consumer Protection Article 25: (a) Business actors who produce goods whose utilisation is sustainable within a time limit of at least 1 (one) year must provide spare parts and/or after-sales facilities and must fulfil the guarantee or warranty as promised. (b) The business actor as referred to in paragraph (1) shall be liable for compensation claims and/or consumer lawsuits if the business actor: (a) does not provide or fails to provide spare parts and/or repair facilities; (b) does not fulfil or fails to fulfil an agreed guarantee or warranty."

In Regulation of the Minister of Trade No. 38 of 2019 concerning Provisions on Instructions for Use and After-Sales Service Guarantees for Electronic Products and Telematics Products, the provisions of after-sales service are regulated and explained in article 4 paragraph (1) which reads:

"Manufacturers are obliged to provide after-sales service during the warranty period and after the warranty period in the form of at least: (a) availability of after-sales service centres; (b) availability of spare parts; (c) replacement of spare parts as warranted during the agreed warranty period; and (d) replacement of a similar product in the event of irreparable damage during the warranty period."

In using electronic products, it is not impossible to encounter various problems either during the warranty period or after the warranty period has expired. After-sales service on electronic products includes repair, maintenance, replacement of spare parts and technical consultation. This service aims to reduce technical problems that can interfere with product operation (Gronross, 2015) .

Consumers have the right to comfort, security, and safety when using products, and the right to clear information about warranties and services. Consumers also have the right to lodge a complaint and get an appropriate response, and are entitled to compensation or repair if the product received is unsuitable or damaged.

In addition to the importance of consumer rights that must be fulfilled by businesses, the Consumer Protection Act was established with the intention to: (a) Increase consumer awareness, skills, and independence in protecting themselves. (b) Raising the dignity of consumers by preventing them from using unpleasant goods and

services; (c) Improving the ability of consumers to choose, determine, and demand their rights as consumers; and (d) Provide sufficient systems to protect the interests of consumers.

Departing from the purpose of the formation of the Consumer Protection Law which is made to protect every consumer for the use of a good and / or service is no exception to the use of electronics. As is known, in the modern era, the use of electronic goods seems to be an important necessity. The limited availability of spare parts, the lack of certainty and clarity of information from business actors, the slow response of business actors to complaints filed by consumers to the warranty claim process that seems to be complicated. These are indicators in the after-sales aspect that should be the obligation of business actors in ensuring the sustainability of the function of the products produced.

According to Article 8 of the Consumer Protection Law, businesses are prohibited from producing and selling products that are not in accordance with the warranty provided. If the business actor in this case cannot carry out the guarantee of after-sales service within the specified time, the business actor should be able to provide other solutions such as compensation for providing replacement products as long as the repair process has not been completed, which is a form of responsibility for the losses suffered by consumers.

The responsibility to provide damages is clarified in Article 19 of the Consumer Protection Law which stipulates that "business actors are responsible for providing compensation to consumers who suffer losses due to the use of products that are traded". The Consumer Protection Law should be a strong legal basis for consumers to demand compensation and fulfilment of their rights as consumers for inadequate after-sales service. Not only as a legal basis for consumer demands, the existence of the Consumer Protection Law is expected to encourage businesses to focus more on after-sales services provided starting from providing correct, honest and precise information, responding quickly to consumer complaints either by providing compensation or appropriate compensation and to encourage businesses to be able to improve their spare parts management system.

### ***3.2 Implementation of the Consumer Protection Law in Protecting Consumer Rights on After-Sales Services for the Use of Electronic Products***

The establishment of laws and regulations, especially in consumer protection, does not guarantee that consumers always get their rights as stipulated in the law. Through consumer media, there are more than 20 (two ) complaints expressed by consumers in terms of after-sales. This is evidence that consumer protection, especially in the context of after-sales service, is still often ignored. Unfulfilled consumer rights, business actors who do not carry out their obligations make consumers will always be on the losing side.

With so many business actors in the electronics industry, it is hoped that business actors can increase their ability to compete competitively from production to sales. The impact of increasing business in the electronics industry on the one hand will benefit consumers. Consumers as users of the products produced will have the opportunity to choose and decide which products to buy. Considerations in the selection of electronic products are generally based on the features or new technology provided, guarantees of product quality, appropriate prices and after-purchase services provided by businesses.

In after-sales practice, there are still many cases of exploitation by business actors. Consumers as disadvantaged parties have no other choice but to wait for the response of business actors, wait for the availability of spare parts according to what is needed, to follow the warranty claim process which is quite complicated and even tends to be complicated. From 2018 to 2024, through Consumer Media, we can still find complaints and grievances about the poor after-sales service provided by business actors. These after-sales complaints vary, ranging from electronic products such as TVs, refrigerators, air conditioners, washing machines, mobile phones and others.

Complaints submitted through Consumer Media do not only come from one brand of electronic product, but are varied. Although the complaints were filed by different consumers and from the same brand of product, the content of the complaints referred to the same thing, namely the poor after-sales service provided by business actors.

The existence of complaints about after-sales service is evidence that the application or implementation of the Consumer Protection Law in practice can be considered not optimal. Obstacles in the implementation of consumer protection regulations can be influenced by several factors, such as (Sinaga and Sulisrudatin, 2014) :

- (a) Lack of consumer awareness of the rights that should be received.
- (b) Lack of supervision in the field of standardising the quality of a product.
- (c) There is still a lack of information dissemination and consumer education, so consumers are considered unprepared for the current free market conditions.
- (d) Lack of awareness of business actors in carrying out their obligations and responsibilities.

### ***3.3 Legal Protection of Consumers for Losses After the Use of Electronic Products***

In consumer protection, two terms are known including consumer law and consumer protection law. Consumer protection is all the principles and rules that regulate and protect consumers who are closely related to the problem of providing and using goods and / or services between producers and consumers in social life (Susilowati and Suwandono, 2021) .

One of the main principles in consumer protection law is the right of consumers to obtain products that are of high quality and in accordance with what is promised by business actors. The existence of after-sales service is expected to provide a guarantee that consumers will be assisted if electronic products do not function properly within a certain period of time after purchase. Some of the benefits of after-sales service from a legal perspective include:

- a. Guarantee consumer rights to marketed products.

One of the main principles in consumer protection law is the right of consumers to obtain products that are of high quality and in accordance with what is promised by business actors. The existence of after-sales service is expected to provide a guarantee that consumers will be assisted if the electronic product used is not functioning properly.

- b. Ensure consumers' rights to clear and accurate information are fulfilled

One of the legally protected consumer rights is the right to obtain correct, clear and honest information about product conditions and warranties. In the after-sales context, this benefit is reflected in the provision of information, which is accurate about how to use, maintain, and repair procedures for the product.

- c. Provide protection to consumers from fraud or fraudulent business practices

The existence of after-sales service is expected to function effectively to protect consumers from various fraud in business practices and fraud. This protection prevents business actors from acting fraudulently by selling products that do not match the promised specifications.

- d. Ensure product safety

After-sales service plays an important role in ensuring that products remain safe for consumers. Consumers can be sure that the products they receive can be repaired by experienced technicians and according to safety standards. This protects consumers from accidents during use such as electrical short circuits or other damage that could endanger consumer safety.

e. Avoiding lawsuits for business actors

Providing after-sales service can help avoid lawsuits or penalties that may occur in accordance with the Consumer Protection Law. If consumers feel that they have suffered losses due to defective products received or poor service received, business actors can be subject to lawsuits for not fulfilling their obligations in fulfilling consumer rights. With after-sales service, business actors can show good faith in fulfilling their legal obligations and ensure that the products produced and traded are in accordance with existing standards.

After-sales service is an important part of the electronics business. However, it is not impossible that there will be problems with the after-sales service that has been promised. In daily life, in some practices that occur there is often a gap between what is the obligation of business actors in fulfilling consumer rights as promised. Nevertheless, there are still many problems in after-sales service, especially in terms of the use of electronic products. Some of the problems that are often found and are relatively complex such as: (a) There are still business actors who provide after-sales service to consumers for products that are produced and marketed properly and thoroughly. (b) Limitations of business actors in providing components or spare parts needed by consumers (c) Insufficient and effective supervision and implementation of after-sales service. (d) Limited information and knowledge of consumers about their rights in terms of after-sales service.

The quality of after-sales service is not always what is expected. Consumers often find business promises that do not match reality. Several important aspects are often discussed as problems in the realisation of after-sales service. The following is a brief discussion of problems in after-sales product services: (a) Unclear warranty information, (b) Lack of competent and adequate technician service providers, (c) Complicated warranty claim process, (d) Parts Production Limitations

If consumers are harmed by the use of electronic products, then business actors are obliged to provide compensation. This is in line with the applicable laws and regulations in the Consumer Protection Law Article 7 where business actors are obliged to: (f) provide compensation, compensation, and/or reimbursement for losses resulting from the use, consumption and utilisation of the traded goods and/or services. (g) provide compensation, compensation and/or replacement if the goods and/or services received or utilised are not in accordance with the agreement".

The obligation of business actors in terms of compensation to consumers is also clarified in Article 19 of the Consumer Protection Law: (a) Business actors are responsible for providing compensation for damage, pollution, and/or consumer losses due to consumption of goods and/or services produced or traded. (b) Compensation as referred to in paragraph (1) may 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. (c) Giving compensation is carried out within 7 (seven) days after the transaction date.

Based on the above regulations, the Consumer Protection Law as a legal basis for protecting consumer rights guarantees that consumers are entitled to losses from the use of electronic goods purchased in the form of: (a) The award of compensation is in accordance with the loss suffered by the consumer for the use of the electronic product used. (b) A refund of the price of the product purchased by the customer. (c) Substitution of suitable and similar units for consumer products.

The benefits of after-sales service are not only to protect consumer rights but also to maintain consumer confidence in electronic products produced and marketed by businesses. Adequate after-sales service can maintain consumer loyalty. Consumer loyalty will have an effect on increasing the profits of the business being carried out.

### 3.4 The Process of Resolving Legal Disputes of Electronic Goods Users Harmed by Business Actors

A dispute is a dispute between one party and another due to a violation of an agreement (Tifanni, 2017). In the context of disputes between consumers and business actors occur due to disobedience to the contents of consumer transactions, the obligations of business actors and the actions of the prohibitions stipulated in the Consumer Protection Law. Article 45 of the consumer protection legislation, describes the settlement of consumer disputes including: (a) Any consumer who is harmed may sue the business actor through an institution tasked with resolving disputes between consumers and business actors or through courts within the general judicial environment. (b) Settlement of consumer disputes can be pursued through the court or out of court based on the voluntary choice of the parties to the dispute. (c) Out-of-court dispute settlement as referred to in paragraph (2) shall not eliminate criminal liability as provided for in the Act. (d) If an out-of-court settlement of the consumer dispute has been chosen, a lawsuit through the court can only be pursued if the effort is declared unsuccessful by one of the parties or by the parties to the dispute".

The existence of the above rules means that consumers who feel aggrieved can apply for dispute resolution through the court (*litigation*) or out of court (*non-litigation*). In terms of consumer dispute resolution, the government has established the Consumer Dispute Resolution Agency (BPSK) as an institution that handles disputes between businesses and consumers either by mediation, conciliation or arbitration.

#### a. Out-of-court settlement (*non-litigation*)

Consumer settlements conducted outside the court are submitted through BPSK. The settlement process through BPSK is fully submitted to the business actor and the consumer in dispute, to decide whether the dispute settlement will be processed by mediation, conciliation or arbitration. Any decision given by BPSK is binding and final, such as an order to the business to immediately provide spare parts or provide compensation to consumers.

The nature of the BPSK decision is emphasised in the Law on Consumer Protection Article 54 paragraph (3) that "The decision of the BPSK Panel is final and binding". The nature of the final decision is that the settlement process is considered over and completed. Meanwhile, a binding decision means that all decisions from the settlement process must be implemented by business actors or consumers who are obliged to do so.

Submission of claims for losses received through BPSK is carried out in stages, starting from (Rahman, 2018) :

#### a. Filing a lawsuit

Consumers who feel aggrieved by business actors may submit a dispute resolution application to the BPSK closest to the consumer's domicile. The application is submitted in writing to the BPSK secretariat which will then be given a receipt to the party submitting the application. After the application is received, the BPSK chairperson will then make a summons to the business actor in writing containing information on the day, date, time, and place where the hearing will be held.

#### b. Trial stage

*Conciliation.* With this method BPSK acts as a conciliator and will summon the parties to the dispute, summon witnesses including expert witnesses, and if necessary BPSK will provide a forum for business actors and consumers and provide answers to questions related to applicable consumer protection regulations.

*Mediation.* Businesses and consumers can also resolve disputes through a mediation process assisted by a mediator. The mediator will leave the dispute resolution process entirely to the disputing business and consumer, including compensation for losses and measures to ensure that the business does not do the same thing to other consumers that

are detrimental to consumers. In contrast to conciliation, the mediator who facilitates the settlement process will be more active in providing input, guidance and other efforts in the ongoing settlement.

*Arbitration.* To resolve disputes through arbitration, the parties to the dispute select members of the BPSK panel from the elements of business actors and consumers. The arbitrators selected by the business actors and consumers then select a third arbitrator from BPSK from the government as chairperson. During the first trial, the chairperson of the panel must make a decision in the form of a peace determination. If no settlement is reached, then the trial will begin by reading out the contents of the consumer's lawsuit and the response letter provided by the business actor.

c. Decision stage

BPSK decisions are final and binding. The final nature of the decision means that the settlement process is considered over and finished. Meanwhile, the binding nature of the decision means that all decisions from the settlement process must be implemented by business actors or consumers who are obliged to do so.

The result of BPSK's decision can be peace, rejection and granting of the lawsuit. If the consumer's lawsuit is accepted, the business actor is obliged to compensate for the damage or loss received by the consumer. If the lawsuit is granted, the determination of the responsibility of the business actor in accordance with the verdict can be in the form of: (a) Providing compensation in the form of either a refund or return of goods of similar or equivalent value and providing compensation in accordance with applicable regulations. (b) Administrative sanctions in the form of stipulation of compensation of a maximum of Rp200,000,000.00 (two hundred million rupiah) given to business actors who do not perform their obligations.

d. Court settlement (*litigation*)

Article 45 of the Consumer Protection Law allows consumers to file a lawsuit against business actors if they feel aggrieved. Submissions are made through the courts that are in the general judicial environment. Settlement of consumer disputes in the general court environment based on Article 48 of the Consumer Protection Law that "*Settlement of consumer disputes through the court refers to the provisions on the applicable general court with due observance of the provisions in article 45*".

Filing a lawsuit to the court can only be done if one of the disputing parties is dissatisfied with the result of the decision through the dispute resolution process outside the court. If efforts to resolve disputes between business actors and consumers through BPSK are unsuccessful or not in accordance with the consumer's claim, then the settlement process can be submitted to the court. The content of the submission can be in the form of a request for compensation and sue the business actor for neglecting its obligations in fulfilling consumer rights. Settlement of consumer disputes through the court will be based on evidence submitted by the parties to the dispute.

If one of the parties objects to the decision given by the BPSK Panel, it can file its objection within a maximum of 14 (fourteen) working days after the BPSK decision is given. However, if both parties agree to the decision given then the business actor has the obligation to implement the compensation decision to consumers a maximum of 7 (seven) days after the decision is received.

BPSK may submit the decision to the investigator to conduct an investigation. The submission of the decision is intended as regulated in laws and regulations if within a maximum of 5 (five) working days the business actor does not fulfil its obligations.

In terms of civil law, the filing of a lawsuit is based on the existence of a default. Default is intended for violation of the agreement or wrongdoing, including non-fulfilment of the obligations of business actors as in the BPSK decision.



#### 4. Conclusions

Based on the results of the research conducted, it can be concluded that legal protection for consumers for losses arising from the use of electronic products requires business actors to provide compensation in accordance with applicable regulations. The compensation can be in the form of a refund equal to the price of the product purchased, replacement of a similar product, or compensation. If business actors refuse to provide compensation, they can be subject to administrative sanctions in accordance with Article 60 paragraph (2) of the Consumer Protection Law. In addition, in the event of dispute resolution related to losses suffered by consumers, especially those related to inadequate after-sales service, consumers can file a dispute resolution lawsuit through the Consumer Dispute Settlement Agency (BPSK) first. If the result is unsatisfactory, consumers have the right to proceed to court by registering a lawsuit against business actors in general court.

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