

Legal protection of distributors for wholesale seller in payment agreements with the tempo system review of consumer protection laws No. 8 year 1999 and syafi'i school (case study of outdoor goods distributor lwak-P Malang)

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ABSTRACT

In doing business, the business actor already recognizes the relationship between all wholesale sellers and in the payment agreement made at the distributor of outdoor goods, lwak-P carries out with a tempo system that must pay half the price in advance, even though the seller or wholesaler has been given a waiver, they are also given 1 week to pay half the price and then in this distributor agreement there are still those who don't pay and end up experiencing arrears of capital that they want to deposit to the factory, the distributor still needs to place an order to the factory in order to send goods to other wholesalers. The type of research used in this research is empirical with a qualitative approach. Data collection methods that researchers use are interviews, literature and documentation. The number of informants in this study were 2 people, namely distributors and wholesalers. From the results of interviews with informants, the researcher then analyzed based on the Consumer Protection Act No. 8 of 1999 and the Syafi'i School. The conclusion from this study, that the practice of agreements made by distributors with wholesalers does not fulfill achievements, in Consumer Protection no.8 of 1999 that the rights and obligations of business actors are not carried out in good faith there are debt arrears by wholesalers which result in distributors experiencing losses for not directly depositing it at the factory. According to the Syafi'i school, there is no problem with the debt-receivable agreement due to the tempo system, because as long as it is the will of the distributor, because what is meant in qardh is that the contract knows no time limit. That the distributor at the time owed the wholesale seller based on sincerity and without coercion.

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1. INTRODUCTION

Legal protection is a protection given to legal subjects in the form of legal instruments both preventive and repressive in nature, both written and unwritten. In other words, legal protection as an illustration of the function of law, namely the concept where law can provide justice, order, certainty, benefit and

peace. This has become a problem that continues to be studied in order to find the best way to solve it. Consumer protection, is the term used to describe the existence of laws that provide protection to consumers from losses from the use of goods and/or services. Without distributors or agents, it is difficult for producers to sell their products, and also for consumers to find it difficult to get the goods they want, due to the distance from producers and so on.

Distribution activities are good activities, besides helping other people, they also benefit from buying and selling transactions. One of the distribution activities carried out by an agent or distributor of outdoor or mountaineering goods named Iwak-P adventure, the agent applies a system after bringing in from the factory directly where in doing this business the distributor has been trusted by the factory to distribute goods to the seller or wholesalers from stores that have long been customers in picking up goods.

In the delivery process also from the factory that distributes goods to the Iwak-P distributor no later than 3 days after ordering and depending on what orders have been ordered, then the factory has also been notified at the outset that the shipping costs of all the factories bear but in reality it is the distributor who bears the postage. In doing business, business actors already recognize the relationship between all business people,

After time, it was thought that using the system was still too difficult to get the capital that should have been there, so the distributor of outdoor goods, Iwak-P, carried out a tempo or backward payment system, but the maximum payment was 1 month and had to pay half the price first, even though the seller or wholesaler had been given relief. 1 week time to pay half the price and then in the agreement that at the beginning the distributor has made an agreement using a note if paying with the due system then the note has a due date since the first day the wholesaler enters into an agreement with the tempo system but in doing business what has been done by the Iwak-P outdoor distributor, there are still those who don't pay and end up experiencing arrears of capital that they want to deposit to the factory and automatically it is clear that the distributor will also find it difficult to order from the factory because the distributor still needs to place an order at the factory in order to send goods to other wholesalers.

So here a problem arises where the agreement in payment with the due system results in arrears of capital to the factory used by the distributor for the wholesaler is in accordance with the law or not, then what about legal protection for the distributor if a payment made by the wholesaler or the seller has passed the expiration date? determined at the time of the agreement whether to win or lose. Thus, it is important for researchers to conduct research and discuss the problems that arise and examine the problem entitled: "Legal Protection of Distributors for Wholesale Sellers in Payments with the Tempo System Perspective of Consumer Protection Law No. 8 of 1999 and the Syafi'i School (Case Study of Outdoor Distributor Iwak-P Malang)" which, according to researchers, has never been studied by others.

2. METHOD

This research is an empirical research, namely field research, namely research with data obtained from activities in the research work field. This research was conducted at the outdoor distributor Iwak-P which distributes outdoor and mountaineering equipment. In this study, researchers used qualitative research methods, because this method is to understand rational reality as a subjective reality, especially the outdoor distributor Iwak-P on legal protection and agreements in payments between distributors and wholesalers or sellers based on payments with a tempo system in the process of payment agreements.

The process of observation and in-depth interviews is very important in data collection. From these observations, it is hoped that we will be able to find answers to how agreements are made in payments with the tempo system used and what is the perspective of the Syafi'i School regarding agreements made by distributors and wholesalers or sellers. The research location that the researchers chose was at the Iwak-P Malang Outdoor Goods Distributor, located at Jalan Muria No. 6 Dinoyo Malang.

This study took several primary legal materials, namely: the Qur'an and Sunnah, the Consumer Protection Act No. 8 of 1999 and the Syafi'i School which refers to the book Fatkhul Mu'in Translation, as well as the results of interviews with the owner of the outdoor goods distributor Iwak-P Malang. This secondary data helps researchers to obtain evidence and material to be studied, so that researchers can solve or complete a research properly because it is supported by books both

published and unpublished. Tertiary Legal Materials Tertiary legal materials materials supporting law on previous legal materials, what is meant is legal materials that provide instructions and explanations on primary and secondary legal materials such as dictionaries, encyclopedias, commulative indexes and so on.

The required data collection method, in this case the researcher used several data collection techniques, including: Interviews are conversations with a specific purpose. The conversation was conducted by two parties, namely the interviewer who asked questions and the interviewee who provided answers to the questions. In this method, the authors used the informal conversation interview method, meaning that in this type of interview the sting questions depended on the interviewer himself. , so rely on being spontaneous in asking questions of the interviewee. Such interviews were conducted in a natural setting. The relationship between the interviewer and the interviewee is normal, normal, while the questions and answers run like ordinary conversations in everyday life. As the conversation progressed, the interviewee did not realize he was being interviewed in this study.

3. RESULTS AND DISCUSSION

Malang Raya is an area located in the highlands, precisely the city of Malang is one of the cities in East Java which is surrounded by many mountains, starting from Mount Arjuna, Mount Bromo and the highest is Mount Semeru. The need for every outdoor activity, especially mountaineering, is increasing every year, more and more people are doing this hobby, so a distributor shop for outdoor and mountaineering equipment and equipment was formed with the name Iwak-P shop which is now located at Jalan Sunan Muria no 656.

The beginning of the formation of this shop, which was founded in 2000, which is what Bang Ucok calls the owner of the Iwak-P outdoor goods distributor, who has been trusted by the factories that he can be said to be flexible in running the business. At the beginning of its establishment, Bang Ucok was still unsure about developing a business as a distributor, which in doing this business would not develop rapidly.

In 2007, we felt grateful and never gave up, finally the owner of the Iwak-P outdoor distributor grew rapidly and there were lots of relationships with a sense of mutual trust as well as retailers and wholesalers taking outdoor goods. Regarding the organizational structure of Iwak-P outdoor distributors P Mr. Teguh Setiawan as the leader or main director or owner or often called Bang Ucok who has been managing his business with the help of only four (2) employees because the Iwak-P distributor of outdoor goods includes a place to produce or produce goods and eventually channeled back to consumers or retail shops and wholesalers and these businesses also do not need a lot of employees. So there were only four (2) employees tasked with helping the owner of the Iwak-P outdoor goods distributor because Bang Ucok as the owner also didn't really need much for that he sent his 2 cousins to work in the business.

The cashier who works at the Iwak-P outdoor distributor is the wife of the owner, so the owner trusts his wife more to manage financial problems in the business. Main director of outdoor goods distributor Iwak-P Owner: Manage and be responsible for the activities carried out as a whole; Provide reports regarding damage to outdoor items that are not suitable for use.

3.1 Payment agreements made between Iwak outdoor distributors and wholesalers

Agreements made by distributors or business actors with consumers or wholesalers, there are two parties to the research subject, namely the distributor and the wholesaler. The interview was divided into two sessions, the first session of the interview was conducted with the business actor, namely the distributor, and the second session with the consumer, namely the wholesaler. Meanwhile, in this study, the payment agreement with the tempo system at the outdoor distributor with the wholesaler used a written agreement as evidenced by a note after the parties agree to enter into an agreement.

For transactions with payment systems, the wholesale seller Pak Sofyan enters into an agreement with the outdoor distributor Iwak-P in accordance with the following in the Civil Code Article 1313: "Agreement is an event where a person promises to another person or where two or more people promise to each other to do something. So in this case what researchers need to know in order to be able to find out the business actors or distributors and consumers or wholesale sellers the limits they agreed on at the beginning of payments and then associated with legal protection

because one of the factors in this payment agreement is the achievement has been carried out by each party.

In the discussion above, it says that one of the consumers or called the wholesaler has committed negligence or has not fulfilled the agreement specified at the beginning of the agreement and also the business actors or distributors have given confidence because the wholesale seller has been very good at paying early on. but at the end of the last month they experienced payment arrears. So in this case what researchers need to know in order to be able to find out the business actors or distributors and consumers or wholesalers the limits they agreed on at the beginning of payments are then associated with legal protection the reasons that become one of the factors in this payment agreement is the achievements made by each party.

"However, in cases like this, there are still irregularities where the wholesale seller commits negligence by one of the wholesale sellers who has often become the trust of Bang Ucok, but in overcoming this, of course, as a distributor who will later deposit money at factory in order to get outdoor goods then hampered by wholesale sellers who are already in arrears of payment.

However, what happened at the beginning of the agreement made by Pak Sofyan really convinced the distributor owned by Bang Ucok to be able to carry out the agreement as if it was running smoothly because they always trusted each other and were very good at making sales from each party.

3.2 Legal Protection for Distributors from Wholesalers Overview of Consumer Protection Law No. 8 of 1999

As for the rights and obligations of the actors themselves between distributors and wholesalers who have both carried out a business or an engagement and agreement and which should lead to a separate goal for the business actors and the achievements they have achieved, therefore it is also necessary to know each other. knowing the meaning of consumer protection. Because however, to create a healthy and conducive business competition climate, the existence of business actors as producers of goods and/or services must receive fair treatment, by positioning them as partners with consumers in fulfilling needs according to rights and obligations arising from an agreement.

Talking about legal protection will not be separated from rights and obligations which will balance between good producers and consumers in order to create a healthy and dynamic economy so as to achieve prosperity and prosperity. This means that even though the business agreement has been declared completed, the consumer is still entitled to legal protection for the use of goods and/or services provided by the producer. "Indeed, it is very necessary and very important for us to know the meaning of an agreement or agreement, don't just understand it, but in a business like this one must also be honest, that is the main key.

This is what happened above, it has also been explained clearly and clearly that distributors apply a system of trust also to agreements or engagements carried out in their business. In this legal relationship each party has reciprocal rights and obligations and when viewed from the rights and obligations exercised between distributors and wholesalers as explained at the beginning of the agreement there are several things that need to be known that the first of the distributor's rights: the right to receive an appropriate payment if entering into an agreement or agreement on the goods that I trade; the right to give a note if the wholesale seller makes payment using the due system according to the agreement procedure; the right to obtain legal protection from consumer actions with bad intentions.

Therefore, in addition to the rights of producers or distributors owned by Bang Ucok, they have the following obligations and obligations: conduct or have good faith in carrying out its business activities; provide information on products that you want to sell and buy to wholesalers; notify if making a payment in due or backward payment and the procedure; treat honestly and serve with pleasure; guarantee the quality of traded goods based on the provisions of the applicable goods quality standard; provide compensation, compensation for the use of goods or the sale of goods if negligence is due to the fault of the wholesale seller.

It is clear that the rights and obligations of distributors are in accordance with those in Law Number 8 of 1999 concerning Consumer Protection, business actors or distributors as one of the parties involved in the transaction have obligations. Distributor's Rights and Obligations Following are distributor's rights: the right to receive an appropriate payment if entering into an agreement or agreement on the goods that I trade; the right to give a note if the wholesale seller makes payment using the due system according to the agreement procedure; the right to obtain legal protection from consumer actions with bad intentions.

The distributor's obligations are as follows: conduct or have good faith in carrying out its business activities; provide information on products that are willing to be traded to wholesalers; inform about if you make a payment in due or backward payment and the procedure; treat honestly and serve with pleasure; Make transactions to factories after receiving capital money from wholesalers; guarantee the quality of traded goods based on the provisions of the applicable goods quality standard; give directions or warnings for the use of goods or the sale of goods if negligence is due to the fault of the wholesale seller.

3.3 Legal Protection for Distributors from Wholesale Sellers About Debts in terms of the Shafi'i School

In relation to debts carried out between distributors and wholesalers, they are associated with debts or referred to as qardh. According to Syafi'iah qardh in terms of syara` is defined as something that is given to another person (which must be returned at some point). Al-qardh is the provision of funds or bills that can be equated with it based on an agreement or agreement between the lender and the party providing the loan which requires the borrower to repay the debt after a certain period of time.

Even though, in the view of the Syafi'i School, it has been explained by an agreement between two parties, an agreement or agreement between the borrower and the party providing the loan, which requires the borrower to pay off the debt after a certain period of time. Even though in the explanation above, wholesale sellers are allowed to owe distributors and will but the debt must be in accordance with the needs of the wholesale seller, not only because of his negligence which can be used as compassion but also the obligation that the wholesale seller has to carry out for his debt. However, Syafi'iyah argues that al-qardh (debts) contains tabarru' (giving alms)), is not an irfaq transaction (giving benefits) and tabarru'. Syafi'iah mentions that the expert (ability, expertise) giving alms must be willing, not by coercion. It is illegal to owe people who are forced without good reason. Like if someone has to owe under forced circumstances, then it is legal to owe by force. So in this context that the distributor when he owes to the wholesaler is based on sincerity and without coercion and according to what they have, if it is coerced and does not provide benefits, then it is invalid and the wholesale seller must also provide reasons, if the debt must be commensurate with what he has, if he does not have it, he must inform the distributor. So in this context, when the distributor owes money to the wholesale seller, it is based on sincerity and without coercion and according to what he has, if it is coercive and does not provide benefits then it is invalid and the wholesale seller must also provide reasons if the debt must be commensurate with what it has. if you don't have it, you have to tell the distributor. So in this context, when the distributor owes money to the wholesale seller, it is based on sincerity and without coercion and according to what he has, if it is coercive and does not provide benefits then it is invalid and the wholesale seller must also provide reasons if the debt must be commensurate with what it has. if you don't have it, you have to tell the distributor.

According to the Syafi'i school of thought,¹⁰⁵ the time for returning replacement property is whenever it is up to the will of the lender, after the borrower has received the loan. Because qardh is a contract that knows no time limit. Then for this reason, if in the agreement entered into by the distributor with the wholesaler, if it is based on a due system or repayment, there is no problem because as long as it is the will of the distributor, because what is meant in qardh according to the Syafi'iah school of thought is that the contract knows no time limit. The person giving the debt is hinted at must have power over the goods or debt, then it is not permissible to give a debt of money that does not belong to him.

In addition to these conditions, let the person who owes return the money where he received the debt, unless it is permitted by the debtor to pay it elsewhere. Instead, it should be written down and explained also the meaning in a verse that is in the pronunciation of the vows when the distributor hands over goods that have not been paid for or are still being paid in installments, then the wholesale seller with the pronunciation of qobul accepts the goods and is willing to pay in installments. And in the pronunciation between ijab and qabul at that time it was said directly without delay.

4. CONCLUSION

Based on the results of the research and discussion regarding the protection of distributors from wholesale sellers in payments with the tempo system, the researchers can draw the following conclusions:

In practice, the agreement entered into between the distributor and the wholesaler from each of the obligations carried out by both parties is that first the distributor must hand over money to the factory so that goods can be reconstructed and distributed again to the wholesaler and also the wholesaler must pay with according to what has been agreed upon, the obligations of the consumer or wholesale seller must be fulfilled but in reality the wholesale seller neglects the agreement that has been agreed upon, the distributor must continuously commemorate the maturity stated in the memorandum in the agreement with the wholesale seller.

That the wholesale seller has not fulfilled his achievements at all, and is not in accordance resulting in arrears of capital to the factory in orders made by the distributor and the seller is also negligent in his agreement which actually has unpaid debts. The compensation is due to default with what is stated more precisely in Article 1247 of the Civil Code. It can be concluded that the wholesale seller is obliged to replace the costs that have been borne from an agreement with the distributor because of his negligence he must also be obliged to pay without reducing the amount of money owed. and According to the Syafi'iah school of thought, the time for returning the replacement property is whenever it is up to the will of the lender, after the borrower has received the loan. Because qardh is a contract that knows no time limit. Then for that, if the agreement is made by the distributor with the wholesaler, if it is based on the tempo system, it doesn't matter because as long as it is the will of the distributor. It is illegal to owe debts to people who are forced without good reason.

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