

Responsibility of Producers and Distributors for Losses Suffered by Consumers (Study at PT Semen Indonesia Distributor)

Lusiana Apriliyanti

lusianaapriyanti@students.unnes.ac.id

Ubaidillah Kamal

ubaidillahkamal@mail.unnes.ac.id

Faculty of Law, University of Semarang, Indonesia

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Abstract

The responsibility of business actors for product defects is an essential aspect of consumer protection. However, in practice, there remains an imbalance in the distribution of liability for product damage between producers and distributors. This study examines the liability for damages resulting from defective building materials experienced by consumers of PT Semen Indonesia Distributor (PT SID). The research addresses two main questions: (1) How is the legal relationship structured among producers, distributors, and consumers in product liability cases? (2) What are the responsibilities of producers and distributors for losses suffered by consumers? The study uses an empirical juridical method with a qualitative approach. Data is obtained through interviews with consumers and related parties of PT SID, observation of the product damage claim mechanism, literature study and document study related to PT SID's agreement. The findings reveal that the legal relationship among producers, distributors, and consumers arises from sales transactions and is bound by either written or verbal agreements. However, these agreements lack explicit provisions regarding liability for product defects. The responsibility for the losses suffered by consumers of PT SID is entirely borne by the distributor, without involving the producer. Compensation is provided based on the fault liability principle, which requires proof of fault and weakens the consumer's position. Therefore, it is necessary to strengthen regulations and contractual clauses that clearly define the distribution of liability between producers and distributors. The application of strict liability principle in defective product cases is recommended to ensure fairer legal protection for consumers.

I. Introduction

The development of the national economy has encouraged the intensification of buying and selling activities, both on a small and large scale. In the realm of civil law, the provisions regarding buying and selling are affirmed by the Civil Code as stated in Article 1457, which emphasizes that buying and selling activities are a form of agreement. This is because when one party promises to distribute an object, while the other party is obliged to pay a certain price from the agreement by all parties (Arifin et.al, 2023). The legal relationship between consumers and business actors should be in a balanced position. In fact, consumers often have a weaker position (Mazli, 2021). This is reflected in data issued in 2024 by the National Consumer Protection Agency (BPKN), which recorded as many as 1,802 consumer complaints with a loss value of IDR 443 billion (Ayuningrum, 2025). This condition shows that the legal protection process for consumers has not been implemented effectively requiring strengthening regulations and supervision.

In response to the urgency of consumer protection, the state has enacted Law Number 8 of 1999 concerning Consumer Protection (UUPK). The implementation of consumer protection based on the UUPK aims to ensure legal protection for consumers and business actors, under state regulation and supervision (Fibrianti, 2020). Consumer rights are guaranteed through this regulation and provide guidelines for business actors to act responsibly. The term responsibility that is known in the realm of consumer protection law is *product liability* (Purwito, 2023). The UUPK stipulates provisions related to the responsibility of business actors, which are expressly stated in Articles 19 to 28 (Wardana et.al, 2022). This provision is certainly binding on all types of business actors, such as in the product distribution system consisting of producers and distributors. The relationship between the two business actors must be bound by an agreement with the principle of freedom of contract (Tambaani et.al, 2021). Manufacturers and distributors certainly have responsibility for the products they sell to consumers, such as when there is a problem of product damage that causes losses to consumers.

Responsibility problems in the product distribution system also occur at PT Semen Indonesia Distributor (PT SID), one of the largest distributors of building material products in Indonesia. The company is recorded to have 91 branches and serves more than 10,000 customers throughout Indonesia. Based on information from the company's internals, there are an average of 30 consumer complaints per month related to damaged products, such as clumped cement, broken light bricks, and cracked asbestos. In this problem, the responsibility action is only carried out by the distributor and there is no role of the producer in it. This makes the position of the parties as business actors unbalanced, because producers should be responsible for the products they produce. In addition to these problems, the

responsibility actions taken by PT SID to consumers are based on the principle of *fault liability*. This principle emphasizes on proof, so it is necessary to prove that product damage is not from consumer fault (Umboh, 2018). If product damage is proven not to be from consumer error, then PT SID will be responsible by doing several ways such as replacing new products, deducting bills, and refunding money according to the agreement with the consumer. However, the use of the *principle of fault liability* certainly makes the position of the consumer as a weak party because if the product damage is not from the consumer and there is insufficient evidence, the consumer will not receive compensation for the losses he suffers.

A number of previous studies have raised the topic of responsibility for consumer losses due to products produced by business actors. For example, the research of Arel Saputra S. and Adianto Mardjino (2025) describes the legal obligations of business actors for losses caused by the impact of the circulation of defective products in the production process, while Nadila Manda S. et al. (2024) examined problematic cosmetic products, and Deny Octa Tristian (2024) who reviewed legal protection for products with hidden defects in online transactions. However, the study still has limitations, especially in examining the legal relationship between producers, distributors, and consumers in terms of liability for losses due to product damage. In addition, there have not been many studies that specifically discuss the building materials industry sector or that use an empirical approach in revealing the pattern of legal responsibility among business actors and consumers.

This study is intended to fill the gap in the study by focusing on the analysis of the pattern of legal relations between the parties and the provisions of the responsibility carried out by producers and distributors for losses suffered by consumers due to damage to building material products. The novelty of this research is reflected in the application of a comprehensive approach in its analysis to decipher the legal relationship in the distribution chain. The focus is on the building materials industry, which until now has received relatively little attention in consumer protection research. This research also aims to formulate legal implications and provide normative recommendations that can strengthen consumer protection in the sector.

Thus, the purpose of this study is to identify and analyze the pattern of legal relations between the parties and the provisions of responsibility carried out by producers and distributors for losses suffered by consumers due to damage to building material products at PT SID. This research also offers alternative solutions that can strengthen the accountability of business actors. It is hoped that the findings of this study will provide a contribution both theoretically and practically in the context of the development of consumer protection laws in Indonesia, as well as a reference for policymakers in formulating regulations that are more appropriate

and responsive to the dynamics of the product distribution system.

2. Research Methods

Empirical juridical law research with a qualitative approach is the method applied in this research. The purpose of this research is to analyze the implementation of Law Number 8 of 1999 concerning Consumer Protection, especially related to the responsibility of producers and distributors to consumers for losses suffered due to damage to building material products at PT SID. The data sources used include primary data, which was obtained through structured interviews with internal parties of the company and consumers, direct on-site observations, and documentation studies. As well as secondary data obtained from literature studies, including legal literature, laws and regulations, and corporate documents. The research location is at PT Semen Indonesia Distributor, Jalan Dr. Wahidin Sudiro Husodo No. 728A, Dahanrejo, Gresik Regency, East Java Province. The object of this research is the implementation of the legal responsibility of producers and distributors for the losses suffered by consumers, while the subjects of the research include parties in the organizational structure of PT SID and consumers of PT SID. The data analysis process is carried out with an interactive approach according to Miles and Huberman. The stages carried out include collecting information, simplifying data, presenting results systematically, and drawing and checking final conclusions (Sugiyono, 2022). In order to ensure the accuracy of the data, the source triangulation method and technique triangulation are an approach to ensure the validity of the data that has been obtained (Moleong, 2016).

3. Results and Discussion

The Pattern of Legal Relations Between Manufacturers, Distributors, and Consumers in Product Damage Liability

Distribution refers to the process of distributing products from the producer until they are finally accepted by consumers (Rafi et.al, 2024). In the distribution system, of course, there are parties involved, such as producers, distributors, and consumers. The three parties are of course bound by the pattern of legal relations in product buying and selling transactions. These mutual relationships have an important role in ensuring consumer protection and market sustainability (OCBC, 2023). Producers have a role to produce products based on the provisions of existing quality standards, while distributors are tasked with distributing products to consumers by maintaining product quality during the distribution process (OCBC, 2023). Consumers, in turn, have the right to get products that match the description and are free from damage (Susantri, 2022). The rights and obligations of the parties are reflected in the legal principles of consumer protection which aim to prevent losses to consumers due to damaged or defective products.

Regarding liability for product damage, manufacturers and distributors have interrelated but different roles. Manufacturers are expected to have an obligation to ensure that their production results are in accordance with existing quality standards, while distributors are responsible for distributing the products in an adequate manner. This responsibility is not only limited to the distribution stage, but also includes the obligation to repair or replace the product if there is damage after the product reaches the consumer's hands. This indicates that in the legal relationship between producers and distributors, both have obligations that must be regulated in a clear and binding agreement (Moniung, 2015).

One of the principles in this legal relationship is absolute liability which is known through the term *strict liability*. This principle states that business actors, both producers and distributors, can be held responsible for product damage experienced by consumers regardless of whether the party concerned made a mistake or not (Wijaya & Panggabean, 2024). This provides stronger legal protection to consumers, because they do not need to prove wrongdoing in terms of obtaining compensation such as through the provision of new products by business actors. The application of this *principle of strict liability* should clarify the position of manufacturers and distributors in carrying out their obligations and ensure that consumers can obtain fair compensation in the event of damage to products.

As an extension of the principle of *strict liability*, the theory of legal liability provides a normative foundation that explains the obligations of business actors at the time of losses resulting from the products they trade. This theory asserts that any loss arising from an act or negligence can give rise to legal liability, both in the form of contractual and detorted liability. The relationship between consumer protection and legal responsibility is inherent in manufacturers and distributors to ensure that the products sold are safe, feasible, and do not harm consumers. This requirement is in line with the content of Article 19 of the UUPK, which regulates the obligation of business actors to make compensation for, pollution, damage, and losses caused by consuming goods and or services. This theory can be applied when the manufacturer releases the responsibility and leaves it completely to the distributor, as happened when PT SID handled the damaged building material products.

In addition, the theory of consumer protection emphasizes the urgency of restructuring the relationship between producers, distributors, and consumers in transactions or buying and selling agreements. This theory was born from the realization that consumers are in a weak position due to limited information, bargaining power, and access to legal justice. Therefore, a number of consumer protection principles such as the principle of balance, the principle of justice, as well as the principle of information disclosure, the principle of security and safety were developed to ensure consumer rights in every stage of the transaction. In practice, when

the clauses of the agreement between producers and distributors do not provide for a proportionate division of responsibility, violations of these principles become inevitable. This not only creates legal uncertainty for consumers, but also puts distributors in a vulnerable position, especially when it comes to bearing the burden of compensation for products that are not entirely the responsibility of the distributor. This condition reinforces the importance of structuring agreement clauses that are in line with the principles of consumer protection as stated in the provisions of the law.

Based on the findings of the field study, several challenges arise in the implementation of liability for product damage, such as those found in the company PT Semen Indonesia Distributor (PT SID). One of the main problems faced by PT SID is the absence of a clause that regulates the joint responsibility between producers and distributors to consumers. In this matter, PT SID is fully responsible for the damage to the product even though the manufacturer is not involved in the replacement or repair of the damaged building material product. This situation indicates an imbalance in the legal relationship between producers and distributors, which should be more clearly regulated so that responsibility is not entirely placed on one party alone. This certainly indicates that the position of the two parties in the agreement is not balanced because the producer is indicated to have a more dominant economic position so that it has the potential to impose its will on the other party for the sake of personal interests and profits not to participate in being responsible to consumers (Paparang, 2016).

This problem lies in the legal aspect of the agreement that governs the relationship between producers and distributors. Treaty law is a branch of civil law that regulates the relationship of an alliance born from an agreement between two or more parties. Article 1313 of the Civil Code stipulates that an agreement is a legal action against one or more people voluntarily binding themselves to one or more other people. There are the basics of agreement, namely the principle of freedom of contract, the principle of good faith, the principle of consensualism, and the principle of legal certainty. The principle of freedom of contract provides space for the parties to freely make clauses and forms of agreements as long as they do not conflict with law, public order, and morality. However, freedom here must be carried out in good faith and within the framework of legal certainty so as not to harm weak parties in a bargaining position, such as distributors in the case of PT SID.

The absence of a clause governing joint responsibility between producers and distributors at PT SID creates legal uncertainty that is detrimental to consumers. Without a clear agreement, consumers often feel disadvantaged because they can only hold the distributor accountable, even though product damage may occur due to the manufacturer's fault. Not only does this create injustice for consumers, but it can also damage the reputation of a fully responsible

distributor without any support from the manufacturer. The implementation of the theory of legal certainty is important to provide guarantees that each party has clear rights and obligations based on applicable law. The purpose of legal certainty is to ensure the protection of individuals due to actions that are arbitrary or not based on the law (Arzy & Sumiyati, 2021). Without legal certainty, consumers do not have a solid basis to claim their rights, and distributors are vulnerable to lawsuits without a fair sharing of responsibilities. Therefore, the explicit regulation of liability through agreement clauses is very necessary with the intention of ensuring fair and proportionate legal protection for all parties involved.

Another problem faced by PT SID is that most of the buying and selling transactions are carried out solely based on verbal agreements without being stated in the form of a written agreement between consumers and distributors. The practice of buying and selling through oral agreements has been common and can have the power of proof (Feriansyah, 2023). However, the oral agreement leaves doubts about the evidence of the transaction and the rights of consumers that may be forgotten or neglected, especially for transactions of considerable value. Purchase invoices that are the only written evidence are not enough to provide maximum legal protection for consumers. In the future, it is important for every transaction to be equipped with a written agreement that can ensure that consumer rights are properly protected and reduce potential legal problems in the future.

Transactions that are only carried out orally without a written agreement lead to legal uncertainty for consumers and distributors. Based on several cases that occurred, the absence of a written agreement made proving the rights and obligations of all parties more complicated, one of which was the problem of product damage. This leads to the need for a better system in documenting buying and selling transactions, so that the parties have valid evidence that can be used to claim or defend their rights in accordance with applicable law (Anugrah et.al, 2023).

The pattern of legal relations between producers, distributors, and consumers is also based on the principle of good faith. Good faith requires that each party in the legal relationship strive to fulfill their obligations honestly and not benefit themselves in a way that is detrimental to the other party (Moertiono, 2019). In the matter of product damage liability at PT SID, good faith should include the efforts of the distributor to not only repair or replace the defective product, but also to ensure that consumers get clarity regarding their rights to the product purchased. This principle helps to keep the legal relationship between the parties fair and transparent.

The presence of legal certainty in the product distribution system ensures that consumer rights are guaranteed by law (Maharani & Dzikra, 2021). Including the right to get

compensation or replacement for damaged products without having to go through complicated or protracted legal processes. With legal certainty, consumers can feel more secure in transacting, while manufacturers and distributors can also more easily fulfill their obligations because there are clear rules regarding their responsibilities.

From the consumer side, clarity regarding their rights in dealing with product damage is also quite important. Consumers should be able to access clear information regarding the claim procedure if the purchased product is damaged. In this case, manufacturers and distributors must maintain open communication and ensure that the procedure is not only fair, but also easy for consumers to understand. This legal certainty benefits both parties, because with clear rules, consumers will be more confident to buy, while producers and distributors can reduce the risk of problems with consumers (Wibowo, 2015).

The problems experienced by PT SID emphasize the importance of drafting detailed agreements in the pattern of legal relations between producers and distributors. The unclear division of responsibility causes the legal burden to fall entirely on the distributor, while the manufacturer does not bear any liability for the damage to the products it produces. To prevent the recurrence of similar problems, PT SID needs to build a contractual system and internal regulations that expressly regulate the division of responsibilities between the parties. In addition, transactions between distributors and consumers should also not only rely on invoice documents, but should be equipped with written agreements, especially for large transactions. This action not only strengthens legal protection for each party, but also reduces the potential for problems to arise in the future.

Referring to this legal relationship, consumers hold the most vulnerable position because they are at the end of the distribution chain and have no control over the production process or product distribution. Therefore, the UUPK provides a legal basis that is sufficient to help consumers obtain their rights, including the right to obtain accurate information and the right to receive products in accordance with the standard of compensation if they suffer losses. This situation emphasizes the urgency of establishing regulations for a fair and transparent system of responsibility between producers and distributors, so that there is no abuse of position or unilateral transfer of responsibility.

Responsibility of Producers and Distributors for Losses Suffered by Consumers at PT Semen Indonesia Distributor

Legal liability is part of the consumer protection system or known as product liability. From a legal perspective, this responsibility is not only intended for consumers to receive compensation for the losses they suffer, but also as a preventive instrument so that business

actors in every action are accompanied by good faith and prudence when running their business. Law Number 8 of 1999 concerning Consumer Protection (UUPK) is the basis for primary regulations that regulate the rights and obligations of the parties in the relationship between consumers and business actors in Indonesia. The responsibility framework carried out by business actors is related to the theory of certainty and the theory of legal justice. The relationship between producers, distributors, and consumers in the product distribution system is not only based on contractual agreements, but also includes normative aspects that require fair treatment and proportionate sharing of responsibilities.

Through Hans Kelsen's theory of legal responsibility, the party is considered to be legally responsible if he commits an act that is not in line with the applicable legal rules. Legal liability is divided into two main forms, namely *fault liability* and *strict liability* (Purwito,). The principle of *fault liability* emphasizes that the liability of business actors can only be imposed if it can be proven that there is an element of error in the actions taken. Thus, the burden of proving error lies on the consumer, which in practice is often an obstacle because the economic, technical, and legal position of consumers tends to be weaker than that of business actors. On the contrary, the principle of *strict liability* exempts consumers from the obligation to prove error. Simply by showing the existence of losses and causal relationships between the product and the loss, the business actor is considered absolutely responsible.

In addition to the principles of *fault liability* and *strict liability*, there are several other principles contained in legal liability. First, the principle of liability based on negligence, which is a principle that requires that business actors can only be held accountable if it can be proven that the business actor has been negligent or has committed mistakes in fulfilling his legal obligations. This principle places the burden of proof on consumers, who in practice often encounter difficulties due to limited access to technical evidence or production information. Second, the principle of *presumption of liability*, a type of liability that automatically places business actors as responsible parties for the suffering of consumer losses from the beginning of the event, unless the business actor is able to provide evidence if he does not make mistakes.

This principle benefits consumers because it shifts the burden of proof to business actors. Third, there is the principle of *presumption of non-liability*, which assumes that business actors are allowed to be irresponsible unless the consumer is able to conclusively prove negligence or error on the part of business actors. This principle tends to favor business actors and often harms consumers, because liability only arises after there is strong evidence of wrongdoing. Fourth, the principle of liability with limitation of *liability*, provides space for business actors to provide limits on their liability actions through agreement clauses, both in the form of the maximum amount of compensation and the type of losses that can be

reimbursed. Although this principle provides certainty for business actors, consumer protection restrictions must be strictly regulated so as not to violate the principle of justice and not harm the interests of consumers (Tampinongkol et.al, 2021). These four principles are an analytical framework to assess the pattern of legal responsibility applied by business actors, including in the case that occurred at PT Semen Indonesia Distributor.

Referring to the findings of the research, the responsibility practice carried out by PT Semen Indonesia Distributor applies the principle *offault liability* in handling claims for losses from consumers due to damage to building material products. The claim handling process at PT SID starts from consumer complaints which are forwarded to customer service, then followed up by the sales team and branch managers, until finally decided by the *Senior Vice President* (SVP). In this process, consumers are required to attach evidence in the form of photos and purchase invoices so that the process of tracing the cause of damage to goods can be carried out, including physical inspection of the product and distribution evaluation. If there is an indication that the damage occurred due to negligence in the distribution process, then PT SID is willing to compensate for the loss.

However, if it is found that the damage occurred before the product was received by PT SID from the manufacturer, then the replacement claim becomes more complicated, because there is no joint responsibility mechanism with the manufacturer. The liability action based on the principle *of fault liability* shows that PT SID does not directly carry out its responsibility without going through an internal verification process first. Even though the procedure is carried out systematically, consumers are still burdened with the obligation to be able to prove that the damage to the product is not due to their fault. This results in a weak bargaining position of consumers in the problem-solving process.

The absence of the application of *the principle of strict liability* to legal responsibilities carried out by PT SID certainly makes the position of consumers weaker. This weakness of position has a direct impact on the protection of consumer rights, because consumers do not necessarily get compensation without proving the guilty party. In fact, the principle of *strict liability* is still applied in Indonesia compared to other countries such as the United Kingdom and America. In both countries, the principle of *strict liability* means that business actors automatically assume responsibility for losses arising from defects in products, regardless of whether there is an element of fault or not (Sinduningrum & Marlyna, 2023). In the distribution of building materials prone to physical damage, the application of the principle of *strict liability* should be very relevant to ensure that consumers do not become double victims due to product damage and difficulties in filing a claim process to obtain compensation. Therefore, the absence of this principle in PT SID's policy needs to be reviewed from the perspective of legal protection in order to provide justice for consumer rights.

Other problems with consumer responsibility at PT SID are related to Article 24 of the UUPK. The article explicitly indicates that producers are responsible for losses caused by the goods they produce, even if the product is marketed through other business actors such as distributors as long as no changes are made to the product (Zulham, 2013). This provision shows that the responsibility of the producer is not interrupted when the product has left the production line, but is inherent along the distribution chain until the final consumer's hand. This article aims to ensure that producers cannot escape responsibility just because the goods have been handed over to the distributor (Maharani, 2022). Thus, if it is found that the defective product comes from a production defect, the manufacturer is still obliged to be jointly responsible with the distributor in compensating for the losses suffered by consumers. This regulation provides fairness and equality of position between producers and distributors as business actors.

At PT SID, there has been a case of neglect of Article 24 of the UUPK carried out by the manufacturer. Information from PT SID has found damage to light brick products whose value is quite large. Based on this case, consumers not only suffer material losses, namely losses that can be calculated in real terms such as the cost of replacing damaged products and additional costs due to the delay of renovation projects. In addition, immaterial losses are also an important aspect, such as disappointment and discomfort that arise due to the inhibition of the development process that has been planned by consumers (Miru, 2013). After a trace, the product damage is caused by a production defect, which indicates that the fault lies with the manufacturer. PT SID sources said that although it has been proven that the damage was caused by errors in the production process, the manufacturer did not take any steps to compensate consumers. Instead, PT SID then acted independently by returning money to consumers as a form of accountability.

The absence of a mutual responsibility mechanism or contractual clause that allows the transfer of the burden to the manufacturer, creates inequality in PT SID's product distribution system. The distributor is the party who bears the double risk that can be avoided from the financial side because it has to compensate for the loss of the product that is not its fault, and in terms of reputation because it is considered fully responsible by the consumer. This situation violates the principle of proportionality of the agreement, interpreted as the principle that underlies the division of rights and obligations of the parties concerned in accordance with their respective roles and contributions. This principle does not focus on a proportionate balance in the division of rights and obligations. In essence, the principle of proportionality reflects the doctrine of justice in agreements, which serves as a correction to the dominance of the principle of freedom of contract, since in practice this freedom often causes inequality and injustice for one party (AL-Qarano, 2021).

Legal justice is not only measured by the application of objective norms, but also by substantial justice in the division of responsibilities between business actors. Based on the theory of distributive justice which is rooted in the principles of social justice which emphasizes that every party is entitled to basic rights and equal opportunities (Rodiah & Hamid, 2025). Each party in the production and distribution department should assume responsibility proportionately according to its role. In the case of PT SID, the fact is that only the distributor is responsible for the loss of consumers, the extent of the damage comes from a failure or production defect.

This fact shows the inequality of responsibility that does not reflect the principle of legal justice. Thus, it is indicated that the dominance of producers who have a stronger bargaining position is stronger, so that they can avoid legal obligations that should be beared. On the other hand, distributors who are in a middle position between producers and consumers are forced to bear legal risks that should be shareable. This situation demands a more strict regulation of fair division of responsibilities, not only through legal norms, but also in the form of explicit cooperation agreement clauses between producers and distributors, to ensure that legal justice can be truly realized.

The absence of a joint responsibility clause between the manufacturer and the distributor at PT SID also has implications for the principle of legal certainty. This principle is defined as a fundamental principle in the legal system that requires that every agreement be formulated clearly, firmly, and in line with the applicable legal provisions (Astuti & Daud, 2023). The main purpose of this principle is to provide clarity on the rights and obligations of each party involved in an agreement. Thus, the principle of legal certainty plays an important role in creating stability and trust in legal relations between legal subjects (Romadhona et.al, 2022). When a product is damaged and consumers file a claim, the lack of clarity of responsibility between the manufacturer and the distributor makes the process of resolving problems inefficient. The practice at PT SID is that the responsibility is unilaterally imposed on the distributor, regardless of the factors causing the product damage. This not only violates the principle of legality that requires certainty over who should be responsible, but also weakens the legal position of consumers in obtaining justice.

The legal relationship in the product distribution system, distributors such as PT SID are often the spearhead in solving problems and fulfilling consumer rights. As a business actor who deals directly with consumers, distributors have an ethical responsibility to respond to any complaints and requests for compensation. However, when distributors have to bear the entire burden without the support of producers, there is an inequality of responsibility that has the potential to weaken consumer protection systemically. Consumers may still be served

by distributors, but this imbalance has the potential to reduce the quality of service and the effectiveness of distribution. If distributors are harmed continuously without strong manufacturer protection or regulation, there will be a tendency to minimize risk by limiting services or increasing prices, which will indirectly make consumers lose money. Therefore, strengthening regulations regarding producer responsibilities and the preparation of a fair cooperation model between producers and distributors is a strategic step to maintain the sustainability of effective and sustainable consumer protection.

Based on the totality of the above application, the principle *of fault liability* imposed by PT SID requires proof of the element of fault to determine the responsibility of business actors. This approach is often detrimental to consumers because if consumers do not have enough evidence for the proof process, then PT SID cannot take responsibility even though the cause of product damage is not the fault of the consumer. At PT SID, the application of this principle is increasingly less ideal because the manufacturer is not responsible for product damage. Even if the damage is suspected to be caused by a manufacturing defect, the entire burden of compensation is borne by the distributor. The absence of a mutual responsibility clause in the agreement between producers and distributors causes inequality, which is contrary to the principles of justice and legal certainty implied in Article 24 of the UUPK. This situation creates a disproportionate number of rights and obligations of producers and distributors as business actors. Therefore, it is necessary to update agreements, make internal company regulations, and apply the principle *of strict liability* so that legal protection regarding consumer rights is more effective and business actors can be held accountable more proportionately.

4. Conclusion

The conclusion that can be drawn is that the pattern of legal relations between producers, distributors, and consumers at PT Semen Indonesia Distributor is formed through buying and selling transactions that are based on written and oral agreements, but do not expressly regulate responsibility for product damage, thus causing an inequality in the division of responsibilities between producers and distributors. Although consumer losses often stem from production defects, the responsibility for compensation is entirely borne by the distributor, while the manufacturer does not participate in the settlement. This condition is contrary to the principles of fairness and proportionality in consumer protection law, and then has the potential to cause legal uncertainty due to the absence of explicit clauses in the agreement between producers and distributors and the absence of written agreement documents between distributors and consumers. The fact that the conditions of this study are not ideal is emphasized from the application *of the principle of fault liability* by PT SID to handle product damage that is detrimental to consumers. This study emphasizes the importance of strengthening regulations and contractual agreements that include mutual

responsibility clauses based on the principle of *strict liability* and the principle of legal certainty to give birth to an integrated product distribution system, fairness and optimal legal protection for consumers. The next research is suggested to examine the effectiveness of the implementation of *the principle of strict liability* in business relationships of business actors and to design a collaborative model of product distribution that ensures a normative and practical balance of responsibility, so as to increase consumer trust in the available products and distribution systems.

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