




Research Paper

Business Actors Responsibility for After Sales Service of Secondhand Iphone

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ABSTRACT

The sale of used iphone mobile phones is currently a very common thing done by most people these days, one of which is the iphone store seller in Malang. This is because the use and public interest in mobile phones continues to increase along with the times and technology that is increasingly advanced and developing. So it is not surprising that public interest in mobile phones continues to increase significantly. This study aims to examine more deeply the buying and selling practices carried out by the iphone store in fulfilling consumer rights and the responsibility of the iphone store to fulfil consumer rights in the buying and selling process. This type of research uses empirical research and a sociological juridical approach. Data obtained by interview and documentation. The results showed that the buying and selling practices carried out by the iphone store in fulfilling consumer rights, still do not fully provide justice for consumers because consumers are often disadvantaged. Because in the terms and conditions of receipts or notes there are standard clauses that are determined unilaterally by business actors without prior approval from consumers. This is contrary to the Consumer Protection Law.

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Introduction

In Indonesia, technological development has recently grown very rapidly, especially in the field of telecommunications. Smartphones and smartphones are the most popular telecommunication media nowadays. Almost every year a

new smartphone brand appears with new specifications and technology, which makes smartphones grow rapidly in Indonesia. Some smartphone brands have many consumers in Indonesia, one of them is Iphone, which was first launched by Steve Jobs on 9 January 2007 by Apple Inc. and has attracted the interest of many people around the world, including Indonesians. Most people want to own an Iphone smartphone, because of the technological sophistication offered, with the IOS operating system embedded in the smartphone, which is not owned by other brands of smartphones (Chandradewi et al., 2018).

The price of Iphone smartphones may seem too expensive for ordinary people in Indonesia, but that does not reduce the desire of customers in the Indonesian market; on the contrary, it increases it. Many Indonesians believe that if they own and use an Iphone, they will be seen by others as rich and respected. However, this is just the opinion of most people in Indonesia. iPhone lovers in Indonesia mainly consist of teenagers, university students, and the upper class. In order to obtain that, many consumers dare to buy a used iPhone just because they are tempted by the cheaper price compared to buying a new iPhone. Buying and selling is a common word in people's lives, transaction activities in buying and selling are one of the activities in economic development. The element of buying and selling in a broad sense is the existence of a desired object and exchanged for money to get the object.

According to the Civil Code, sale and purchase is an agreement in which one party binds itself to deliver an item and the other party to pay the agreed price. Many consumers are not aware of their rights as consumers as stipulated in Law No. 8/1999 on Consumer Protection. Many consumers do not know or understand their rights as consumers as regulated in Law Number 8 of 1999 concerning Consumer Protection. It is explained in Article 1 paragraph (1) of Law Number 8 of 1999 concerning Consumer Protection that consumer protection is all efforts that ensure legal certainty to provide protection to consumers.

Due to the large demand for goods such as used Iphone, many people open a business of buying and selling used Iphone, especially in used Iphone stores in Malang city. However, some of them do not know or understand their responsibilities as a business. Business actors have the responsibility to provide compensation for damage, pollution, or consumer losses due to consuming goods or services produced or traded. In addition, it is stipulated in Article 19 of Law Number 8 of 1999 concerning Consumer Protection that within less than one week, calculated after the date of the transaction, goods that are damaged or damaged due to the negligence of the buyer can be replaced by repair or maintenance (Tuela, 2014).

When it comes to buying and selling used iPhones, there are still many people who ignore most of the warranty transactions. In the terms of the

warranty, there are terms and conditions of the standard clause, namely that the warranty does not apply if the seal is broken / missing, human error, and there is no purchase receipt and the goods that have been purchased cannot be returned. So that the provisions contained in the standard clause are contrary to Article 18 paragraph (1) of the Consumer Protection Law, that business actors in offering goods and / or services intended for trade are prohibited from making or including standard clauses in every document and / or agreement. Because standard clauses are rules or provisions and conditions that are prepared and determined in advance unilaterally by business actors as stated in a document or agreement that is binding and must be fulfilled by consumers. So that in this case, many consumers are harmed because of this unilateral decision.

Used Iphone sellers do not provide accurate information about the items they sell; the information in question is the condition of the item, whether it is an original used Iphone or a replica. As a result, sellers often hide this fact to prevent customers from knowing more about the item they are selling. This is often done by used Iphone sellers for profit alone, often at the expense of customers. The existence of business actors who do not provide honest information about the goods to be sold, then this is clearly contrary to Article 4 letter c of the Consumer Protection Law, that consumers have the right to correct, clear and honest information about the condition and guarantee of goods or services. In addition, business actors have violated Article 7 letter b of the Consumer Protection Law, that business actors are obliged to provide correct, clear and honest information about the condition and guarantee of goods or services and provide explanations for use, repair and maintenance.

Based on the above considerations, further research on this subject is very important because it relates to Law Number 8 of 1999 concerning Consumer Protection. However, the reality on the ground does not provide balanced legal protection for used Iphone sale and purchase transactions. Otherwise, consumers will be in a weak position. Consumer protection is a very important thing to do in order to realise justice, benefit and legal certainty between consumers and business actors (Gustian et al., 2023).

There are several previous studies that discuss consumer protection. First, research conducted by Lailatul Hasanah (2022). This research describes the warranty promised and the implementation of *khiyar aib* in the sale and purchase of second electronic goods. Second, research conducted by Aditya Ningrum Sitorus (2021). This research discusses the implementation of legal protection for Iphone branded smartphone consumers in relation to the circulation of reconditioned Iphone. Third, research conducted by Yosua Dwi Setiady (2020). This research investigates how laws protecting consumers relate to transactions between buyers and sellers of used iPhones. Fourth, research

conducted by Digas Dwinta Putra and Andri Nurtantiono (2021). This study discusses the analysis of the mainstreaming of a product, price and after-sales service on HP Iphone decisions. 4 From the previous studies that have been researched, no one has discussed consumer protection and the responsibility of used iphone business actors. So, this research is a new research.

From the background description above, the author will conduct a more intensive and comprehensive study related to the responsibility of business actors for after-sales service for buying used iphone. because this is related to the sustainability of consumers, especially used iphone users. With that, it is necessary to have an in-depth understanding of consumer rights. The responsibility of business actors is something that needs to be explored again so as not to cause the wrong perception or misunderstanding of the parties before purchasing a used iphone. This research aims to find out how the responsibility of the iphone store provides the fulfilment of consumer rights in the buying and selling process. This research also aims to provide a more scientific and contextual view of the responsibilities of used iphone sellers. This can help a better understanding of the juridical basis related to the rules of consumer protection law relating to the responsibility of business actors for after-sales service and the fulfilment of consumer rights in the buying and selling process.

Research Methods

The type of research used in this article is empirical juridical. This type of research is sociological legal research commonly referred to as field research, to examine the applicable law with what happens in society. The approach in this research uses a statutory approach. An approach to analysing rules and regulations relating to legal issues. The data sources used in this research, using two data sources, namely primary data and secondary data. Primary data is the main data used in this research. This data is obtained through interviews with informants, namely from sellers and used iphone buyers who are directly related to the object of research. Primary data, which is data obtained from interviews with parties or informants who are directly related to the object of research. Second, secondary data, this research uses secondary data sources such as legislation, books, theses, journals, and websites related to this research. The data collection methods used in this research are: observation, interviews and documentation. The data analysis method used in this research is: Data reduction, Triangulation, Drawing Conclusions, So that in this study further analysis and exploration will be carried out, regarding Law enforcement on the responsibility of used iphone sellers, to mitigate the risk of Incidents (Peter Mahmud Marzuki, 2011).

Buying and Selling Practices Conducted by Iphone Stores in Fulfilling Consumer Rights

The sale of used iphone mobile phones is currently a very common thing done by most people these days, one of which is the iphone store seller in Malang. This is because the use and public interest in mobile phones continues to increase along with the times and technology that is increasingly advanced and developing. Even today, technology is a necessity for many people. Lately, sophisticated mobile phone consumers or commonly called Smartphones are aggressively creating new innovations and the most sophisticated features embedded in their artificial Smartphone. So do not be surprised if public interest in mobile phones continues to increase significantly. Thus, the increase in information technology has changed people's habits and changed their mindset in conducting buying and selling transactions (Nugrahaningsih & Erlinawati, 2017)

In the Civil Code, buying and selling is defined as an agreement based on Chapter 5 Book III on Obligations (*Van Verbintenissen*). A sale and purchase agreement is a reciprocal agreement in which the seller promises to deliver a good and the buyer pays an agreed price. Goods and price are the main elements of a sale and purchase agreement, according to Article 1458 of the Civil Code, which states that "A sale and purchase is deemed to have taken place after they have reached an agreement on the goods and price, even though the object has not been delivered and the price has not been paid. According to the definition given in Article 1457 of the Civil Code, the essential element in a sale and purchase agreement is the levering or delivery element, while the price element is related to payment. These two elements are the main obligations of the two parties to be fulfilled so that the rights of each party can be realised as actual profits.

The ultimate goal of a sale and purchase agreement is to transfer the title of the object from the seller to the buyer. This is achieved by delivering the object to the buyer, which is done by the seller. Article 1474 of the Civil Code stipulates that the seller has two main obligations: to deliver the goods and to bear the consequences. The ultimate goal of a sale and purchase agreement is the transfer of title to the object. The seller's opinion on this depends largely on whether they will comply with the rules contained in Articles 612 (movable objects), 613 (immovable objects), or 616 to 620 (immovable objects). Chapter 5 Part 2 Book 3 of the Civil Code regulates the obligations of the seller. In a sale and purchase agreement with an end goal, the transfer of title as a civil right can only occur when there is levering (actual delivery). According to Article 1475 of the Civil Code, levering is the transfer of the goods that have been sold into the possession and power of the buyer.

As one of the main obligations of the seller, the rules of insurance stipulated in Article 1491 of the Civil Code can be overridden as *regelend recht* on the basis of agreement. This is evidenced by Article 1493 of the Civil Code, which states that if both parties, namely the seller and the buyer, agree to reduce or even eliminate the seller's obligation on his coal. Article 1493 of the Civil Code will not eliminate Article 1492 of the Civil Code. This incompatibility with Article 1491 of the Civil Code does not apply in full; on the contrary, Article 1492 of the Civil Code sets limits that must be observed. Articles 1491, 1492 and 1493 of the Civil Code guarantee legal protection for an owner of goods (a buyer who has received goods from a seller).

Consumer protection according to Law Number 8 of 1999 concerning consumer protection is every person who uses goods and or services available in the community, both for the benefit of themselves, families, other people, and other living things and not to be traded. Consumer protection is based on benefits, justice, balance, consumer safety and security, and legal certainty.

With this easy service and relatively cheaper price, the protection of consumers is something that really must be considered as mandated in Article 1 paragraph (1) that consumer protection is all efforts that guarantee legal certainty to provide protection to consumers. This means that with this regulation, the government has provided legal protection to protect consumer rights and obligations. However, the law also regulates the interests and rights of business actors who have a very important role in the world of trade to fulfil the rights of the community (Axel Whilantio & Fitria Olivia, 2020).

Sales of iphone mobile phones in the city of Malang are fairly numerous, one of the store stores is Alfin Store, Rovi Store, Martin Store, Gep Store, Zayn Store, Sfgadget store Malang. This is, indeed, many store stores in Malang that sell used iphone. So that it is also part of the reason consumers are interested in buying and selling iphone transactions at stores that are already available in the city of Malang because it is relatively easier and cheaper.

In line with the provisions in Article 3 Number 8 Year 1999 concerning Consumer Protection which has the following objectives: Increasing awareness of the independence and ability of consumers to save themselves, Raising the dignity of consumers by avoiding losses from negative access to the use of goods and services, Increasing consumer empowerment in determining, choosing and demanding their rights as consumers, Creating consumer protection that contains legal certainty, information disclosure and access to information, Raising the awareness of business actors regarding the importance of consumer protection by being responsible and fostering an honest attitude in starting a business, Improving the quality of goods to ensure the continuity of production of goods and services, comfort, health, and safety of consumers.

As for the sale and purchase practices carried out by the iPhone store in the city of Malang in fulfilling consumer rights, that the relationship between business actors (iPhone store) and consumers who dispose of rights and obligations in the sale and purchase transaction process occurs in three stages, as follows: First, the pre-transaction stage, usually marked by offers from business actors to potential consumers. Second, the consumer transaction stage, a sale and purchase agreement occurs between business actors and consumers. Third, the post-transaction stage, at this stage certain goods are guaranteed by the business actor for a limited period of time, for example one year (Wayan et al., 2019).

During this period, any complaints filed by the customer regarding the product may be submitted to the company, provided that they are not caused by the fault of the customer. Businesses are responsible for damage to goods and/or services that are still within the warranty period. If the damage occurs due to a product defect not due to the fault of the consumer, the business may file a warranty claim. Business actors often face buying and selling problems when running their business, especially related to consumer problems or losses.

During the sale and purchase transaction at the iPhone store in Malang City, there is an agreement between the seller and the buyer. The buyer must comply with the agreement. Both the purchase receipt and the special paper containing the conditions applicable to the purchased goods contain these conditions. The provision is the applicable warranty period, and because there is a standard clause in the receipt, the terms and conditions of the warranty are unilateral decisions. This increases the likelihood of consumer detriment (Oktavia Eko Anggraini., et al., 2020).

The warranty is only valid if the bolt seal and engine seal of the mobile phone are intact. In the event of damage to the bolt seal or engine seal, human error, damage to the mobile phone body, or damage caused by the user, the warranty will be forfeited and will be included in the store warranty. If the mobile phone within one month is damaged due to defects in the product sold, such as problems with the screen, charger connector, or other problems that are considered human error (user), the business will replace the purchased mobile phone with a new mobile phone unit that is still sealed.

Such provisions, of course, will have an impact on consumers who are indicated to be harmed, because in buying and selling related to protection, comfort, and safety for consumers is prioritised. Of course, this will also have a close relationship with after-sales service after the transaction between business actors and consumers. Because in principle, after-sales service is a service provided by business actors to consumers after the sale and purchase transaction process occurs. After-sales service in this case, part of the actions taken by business actors to consumers in order to maintain good relationships,

establish good cooperation with consumers, and create loyalty to the customers themselves. Many businesses do not provide full responsibility because they may not pay attention to after-sales service. This is clearly detrimental to consumers because the company should be responsible for goods that are still within the warranty period (Guntur et al., 2023).

In terms of buying and selling transactions, the problems or losses experienced by customers are related to problems with the mobile phone units sold. These problems can stem from misuse or the initial condition of the mobile phone (mobile phone) before it was purchased. From some of the descriptions above, it can be drawn that the thread is very clearly detrimental to consumers because in the transaction there are standard clauses that are determined unilaterally by business actors without prior approval from consumers. The standard clauses made by business actors listed in the warranty terms and conditions can apply, then clearly contradict Article 18 paragraph (1) of the Consumer Protection Law, that business actors in offering goods and / or services intended for trade are prohibited from making or including standard clauses in every document and / or agreement.

The business actor replaced it with a new unit because there was damage to the mobile phone. After the replacement with a new unit, additional damage occurred to the newly replaced Iphone 10. This damage occurred two weeks after the first mobile phone replacement, and was related to the battery draining quickly. The business then checked, but they did not want to replace it with a new unit again because the new unit had been replaced yesterday. For a long time, it has been the responsibility of businesses to ensure that the products they sell have no hidden defects. This guarantee is automatically imposed on businesses. Since it is a matter of consumer rights that must be protected, businesses must fully understand their responsibilities in after-sales service. During the warranty period, businesses are responsible for repairing or replacing defective goods with new ones. Replacement of new goods or replacement of new goods is valid for 1 month from the date of purchase.

It is prohibited for business actors to produce and trade goods that are not in accordance with laws and regulations to protect consumers from goods produced and traded by business actors so as not to harm consumers. If business actors violate these prohibitions, legal sanctions will be applied. The second paragraph of Article 8 of the GCPL states that "business actors are prohibited from trading damaged, defective or used and polluted goods without providing complete and correct information on the goods in question".

Strict liability applies in the principle of product liability. It denotes the principle of responsibility, in which fault is not considered as a determining element. There does not need to be a link between the responsible subject and the fault in absolute liability. Consumers can sue the producer or business

concerned without having to prove its fault. If consumers feel aggrieved over the products produced by producers or businesses, they can escape liability if they can prove that it was the consumer's fault or at least not their fault. If they cannot prove the consumer's claim, they will be liable.

The principle of product liability refers to the principle of liability in which fault is not considered as a determining factor. In absolute liability, there is no need for a connection between the responsible subject and the fault. If consumers feel aggrieved over the products made by manufacturers or businesses, they can sue them without having to prove their fault. If they can prove that it was the consumer's fault or at least not their fault, they will be liable. If they cannot prove the consumer's claim, they will be liable. Sale and purchase agreements made by business actors with consumers are usually oral. Although the agreement made is not in writing, its strength is the same as an agreement made in writing. In a sale and purchase agreement, sometimes consumers have a greater risk than business actors, in other words, consumer rights are very vulnerable. This is due to the weak bargaining position of consumers, so consumer rights are very risky to be violated. Often business actors promise an uncertain repair time, which will later disappoint consumers, because at the due date the business actor still cannot repair the consumer's mobile phone.

Failure to fulfil an obligation gives rise to a consumer's right of action against the business actor who delivered the goods to the consumer under the agreement. In this case, the consumer's claim against the business using the ground of default is a claim against the business because, according to Article 1234 of the Civil Code, "every act is to give something, to do something, or not to do something." Consumers become disappointed, dissatisfied, and sometimes feel cheated. Based on the above, consumers can sue the company for compensation based on the principle of absolute liability. This principle holds companies liable for defective products without the burden on the consumer or injured party to prove fault. Consumers must demonstrate several essential components of the agreement, such as the contractual relationship, good faith, and notice that they will receive reimbursement from the company for the defective product. Strict liability reduces or eliminates the need for proof.

Responsibility of Iphone Store for Fulfilling Consumer Rights in the Sale and Purchase Process

In every buying and selling transaction, the security, comfort and safety of consumers are very important, especially when you buy a used iphone. Companies must ensure the rights of their consumers, especially when they are buying used iphone after-sales service in malang city. In order for the rights of

consumers here to be fulfilled in such transactions, the transactions must be conducted in a fair and dignified manner. After sales service is a way for businesses to maintain long-term relationships with customers and endeavour to foster trust and a sense of security for customers when purchasing their goods. Good after-sales service can also form a good image for the company because it gives the impression that the products sold have been used for a long time and always have maintenance and replacement spare parts available and if they cannot fulfil or are negligent, they can be subject to compensation claims and or consumer lawsuits based on Article 25 paragraph (1) of Law Number 8 Year 1999 concerning Consumer Protection.

In cases where the business actor has provided correct information about the goods, but the consumer does not follow the procedures for the use or utilisation of the goods, then an incident that harms the consumer occurs, the business actor must be held liable. The principle of liability based on the element of fault is based on tort as regulated in Articles 1365, 1366, and 1367 of the Civil Code. This principle means that a person or other party under his/her supervision can only be held legally responsible if there is an element of fault (Syahrudin Nawati, 2018).

As a consumer, you must accept the goods and services provided by the seller or business in a transaction. However, the goods or services sold must meet certain user safety and security standards. In accordance with Article 1234 of the Civil Code, "an agreement is intended to give something, do something, or not do something", this transaction between consumers and businesses is considered an agreement. On the other hand, a transaction is an activity of doing and delivering something, such as goods or services. In simple terms, transactions are part of daily activities that fulfil the needs of life through the process of exchanging goods and services over a certain period of time by each party involved in the buying and selling process. In the business world, buying and selling is usually done to sell production products or buy raw materials and other materials that will be used in a pre-planned production process (Kab Sumedang, 2023).

In simple terms, transactions are part of daily activities that fulfil the needs of life through the process of exchanging goods and services over a certain period of time by each party involved in the buying and selling process. In the business world, buying and selling is usually done to sell products or buy raw materials and other materials that will be used in a pre-planned production process. To fulfil consumers' rights, the iPhone sale and purchase transaction between business actors and buyers occurs in three stages. First, the pre-transaction stage, characterised by an offer between the iPhone store and the buyer, and second, the consumer transaction stage, where a sale and purchase agreement occurs between the business and the buyer. Third, the post-

transaction stage, where the poor iphone shop guarantees certain goods with a receipt as proof of warranty. During this period, consumers can make complaints about the product to the poor iphone shop if it is not caused by consumer error. The unfortunate iphone shop will be responsible for damage to goods and services that are still within the warranty period.

As for warranty claims, proving whether or not there is an element of fault in a claim for compensation is the burden and responsibility of the business. This means that the consumer does not need to prove the fault of the business actor but the business actor must prove the presence or absence of the element of fault. The types of consumer wrongdoing that may preclude the granting/limiting of damages to the consumer are negligence, assumption of risk, and misuse, which include product liability. Negligent participation if the consumer fails to take care of his/her own safety. The principle of absolute liability in consumer protection law is generally used to ensnare business actors.

It can be drawn from the provisions provided by the iphone store that in the provisions of the warranty claim there are provisions that contain these standard clauses, contrary to Article 18 paragraph (1) of the Consumer Protection Law, that business actors in offering goods and / or services intended for trade are prohibited from making or including standard clauses in every document and / or agreement. Because standard clauses are rules or provisions and conditions that are prepared and determined in advance unilaterally by business actors as stated in a document or agreement that is binding and must be fulfilled by consumers. So that in this case, many consumers are harmed because of this unilateral decision (Suci Hayati, 2019).

Because standard clauses are rules or provisions and conditions that are prepared and determined in advance unilaterally by business actors as stated in a document or agreement that is binding and must be fulfilled by consumers. So that in this case, many consumers are disadvantaged because of this unilateral decision. The standard clause causes the consumer's position to be very weak compared to business actors. Violations committed by business actors are not only against their products or products but also violations of rights related to appropriateness or propriety which should be their responsibility, but this responsibility is instead imposed on consumers, such as in standard clauses that harm consumers. In an effort to protect consumer rights, the government has enacted Law No. 8/1999 on Consumer Protection.

In an effort to protect consumer rights, the government has enacted Law No. 8/1999 on Consumer Protection. One of the purposes of this law is to avoid consumers becoming the object of business activities to reap maximum profits by business actors through promotional tips, sales methods, and the application of standard agreements that harm consumers. This can be seen in the general

explanation section. In the general explanation, it appears that the legislator has identified standard agreements as part of consumer issues that can weaken the position of consumers. Therefore, the Consumer Protection Law should regulate the use of standard agreements and their standard clauses. (Ardika & Firmansyah, 2023).

Law Number 8 Year 1999 on Consumer Protection that applies to purchased goods must be applied when purchasing goods that occur or have been purchased. The provision states that the used mobile phone warranty is valid for 7 days to a year (depending on the store that sells used mobile phones), but does not include accessories purchased outside the used mobile phone. The warranty is only valid if the bolt seal and engine seal of the used mobile phone are in good condition. In the event of damage to the bolt seal or engine seal, out-of-control faults, scuffing of the mobile phone body, or any damage or defect to the received goods caused by the user, the warranty will lapse within a few days. The second purchaser of the mobile phone will receive the warranty within a few days but not more than a month. The warranty is only valid if the bolt seal and engine seal of the second-hand mobile phone are in good condition. In the event of damage to the bolt seal or engine seal, out-of-control faults, scuffing of the mobile phone body, or any damage or defect to the received goods caused by the user, the warranty will lapse within a few days. The second purchaser of the mobile phone will receive the warranty within a few days but not more than a month.

To ensure that buying and selling transactions are done correctly and in accordance with what is given by the store when the transaction occurs, there are laws that should be used as guidelines and references. This is meant to result in an agreement that allows the consumer to enjoy the transaction comfortably and fairly so that the consumer will not experience any problems in the future. Due to the large number of shops selling used mobile phones in our neighbourhood with limited funds to buy new mobile phones whose nominal value is very far lame with the price that has been offered by the bar, the author writes about consumer complaints regarding the warranty that has been given so that the party making the transaction can be responsible for the problem (Wayan et al., 2019).

Due to the large number of stores selling second-hand mobile phones in our neighbourhood with limited funds to buy new mobile phones whose nominal value is very far lame with the price that has been offered by the bar, the author writes about consumer complaints regarding the warranty that has been given so that the party making the transaction can be responsible for the problem. Therefore, it is very important to understand the legal consequences of making transactions that are guaranteed by the store so that we can feel comfortable and satisfied when transacting. The author wants to conduct

empirical research on the responsibility of business actors towards customer complaints filed by the after-sales service of used iPhones in Malang city. The results of the author's interviews show that businesses and buyers must provide a warranty for used mobile phones when buying at the store. In essence, the basic right of warranty in Indonesian positive law, which refers to clear and definite regulations to ensure that buyers feel comfortable when buying mobile phones in stores, is not only equal to the rights derived from the agreement between the seller and the buyer, but also equal to the rights derived from the agreement between the two parties.

One of the responsibilities of business actors, according to Article 7 letter e of Law Number 8 Year 1999 concerning Consumer Protection, is to provide basic reasons for obtaining their rights in, thoroughly reviewing existing goods to fulfil obligations, including store warranties made official by the agreed parties. The warranty arrangement on the sale and purchase of used iPhones is seen in the provisions of Article 2 paragraph 1 of the Minister of Trade Regulation 19 / M-DAG / PER / 5/2009 which states that: "every electronic product manufactured or imported for trading in Indonesia must be equipped with user instructions and a warranty card in Indonesian". To sellers of iPhone second telecommunications equipment who will violate a provision that can be in article 2 paragraph 1 of the regulation of the minister of trade 19/M-DAG /PER/5/2009 applies the provisions of article 22 of the ministerial regulation 19/M-DAG/PER/5/2009 which states that, business actors who violate the provisions referred to in article 2 paragraph 1, are subject to sanctions as stipulated in Law No. 8 of 1999 concerning consumer protection (Nawi, 2018).

If a second-hand iPhone store does not meet the legal requirements or if a person has the responsibility to repair or replace a defective product with a new one, the replacement of the new product is valid for one month from the date of purchase. to protect customers from goods sold to counterfeit goods sold by sellers of communication devices so that there is no adverse relationship between customers and businesses Article 8 paragraph 2 of the GCPL clearly states that business actors are prohibited from trading damaged, defective, or used and polluted goods without providing complete and accurate information about the goods in question, so that the restrictions set out will still apply.

The trading business has prospects for the future, so the authority obtained by the institution is not justified by any conspiracy on behalf of the business. Every legal substance must have aspects of certainty in the legal provisions that regulate it in accordance with the principle of legality. The perpetrator can also multiply the units sold with the provision of a warranty that is actually covered. They can also get compensation for mobile phones within a year with the provisions in the warranty category that has been signed in the contents of the agreement at the time of the transaction (Tuela, 2014).

In accordance with the provisions stipulated in Article 25 of the Consumer Protection Law, which serves as the basis and benchmark for obtaining a guarantee and legal certainty, it is very important to study an action that can harm consumers when conducting transactions and the legal consequences caused. For example, actions that fall under the category of legal irregularities can be handled by BPSK. According to Article 2 paragraph (1) of MOT 19/MDAG/PER/5/2009 which states that: "Every electronic product manufactured or imported to be traded in the domestic market must be equipped with user instructions and a warranty card (after-sales warranty) in Bahasa Indonesia". to sellers of second hand mobile telecommunication equipment who will violate a provision contained in Article 2 paragraph (1) of Minister of Trade Regulation 19/M-DAG/PER/5/2009, the provisions of Article 22 of Minister of Trade Regulation 19/M-DAG/PER/5/2009 apply which states that "actors who violate the provisions referred to in Article 2 paragraph (1), shall be subject to sanctions as stipulated in Law Number 8 Year 1999 on Consumer Protection" (Nugrahaningsih & Erlinawati, 2017).

A seller of second hand mobile phones (used telecommunication equipment) who does not provide a warranty card and after-sales service may be subject to criminal sanctions for committing fraud, according to Article 62 paragraph (1) of GCPL. Imprisonment for a maximum of 5 (five) years or a maximum fine of 2,000,000,000,000 rupiah). In addition to the criminal sanctions stipulated in the GCPL Law, the author adds an Article of the Criminal Code that may be violated by business actors in carrying out their business activities that are detrimental to consumers, especially with regard to the inclusion of standard formula, namely Article 383 of the Criminal Code "shall be punished with a maximum imprisonment of one year and four months, a seller who cheats a buyer, if he intentionally delivers other goods than those designated for purchase and regarding the type of condition or quantity of goods delivered by using deception.

Conclusion

The sale and purchase practices carried out by the iphone store in Malang city in fulfilling consumer rights, still do not fully provide justice for consumers because consumers are often disadvantaged. Because in the terms and conditions in the receipt or note there is a standard clause that is determined unilaterally by the business actor without prior approval from the consumer. The standard clauses made by business actors listed in the terms and conditions of the warranty can apply, so it is clearly contrary to Article 18 paragraph (1) of the Consumer Protection Law. This is because business actors still do not fully provide good service, so there are some defective goods (iphone), so this is

contrary to Article 8 paragraph (2) of Law No. 8 of 1999 concerning Consumer Protection. Fulfillment of consumer rights in the sale and purchase process provided by the iPhone store in the city of Malang between business actors and consumers which of course gives birth to rights and obligations for business actors and consumers, the poor iPhone store has fulfilled its rights well, marked by a receipt as proof of warranty.

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