

Dropshipper responsibility in case of damaged goods in e-commerce transactions

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Abstract

Technology advancements in information and communication caused many changes in business transactions. One of them is the making of a purchase agreement for goods or services which was originally carried out conventionally (face to face) between the buyer, now the seller has changed to an on-line sale and purchase agreement (E-Commerce). What is often happening now is buying and selling goods by dropshipping where the dropshipper offers and sells goods that are not his own but belong to suppliers, or also known as vendors. If there are consumers who order goods, then the dropshipper will contact the supplier and ask for it to be sent to these consumers. This study aims to find out and analyze the responsibility of the dropshipper if the goods are damaged in an e-commerce transaction; as well as to find out and analyze legal protection for consumers if goods are damaged in e-commerce transactions. The research method uses normative law with a statute approach. The legal materials used are primary, secondary and tertiary which are collected through reference studies. Furthermore, legal materials are analyzed in a qualitative descriptive way to answer the formulation of the problem. The results show that dropshippers must be responsible for compensating consumers for damaged goods received, refunding money, replacing goods, providing compensation, and also criminal responsibility. This responsibility does not apply if the dropshipper can prove that the fault is not his but the fault of the consumer himself. Meanwhile, legal protection for consumers due to damaged goods received is based on the rights owned by consumers as regulated in the Law on Information and Electronic Transactions and the Law on Consumer Protection.

Keywords: Consumers; Dropshipper; E-commerce; Responsibilities; Suppliers (vendor)

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1. Introduction

Rapid technological advances make it easy for us to sell products, both in terms of sales, marketing, and transaction systems. Business actors are always looking for convenience in selling a product they own, whether sales are made with an agency system that uses agent services in marketing and selling goods, or buying and selling online using internet media as a means of facilitating transactions (Nasution, 2001).



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The e-commerce business in Indonesia has entered a new phase. As a product that emerges from technological advancements, e-commerce is not only growing very rapidly in Indonesia, but also supported by ecosystems that support e-commerce itself. Running a business on the internet is believed to be easier and costs less than doing business conventionally (Putri et al., 2020). It is for this reason that many e-commerce businesses are carried out in Indonesia, from selling goods to selling services. The internet as a medium for buying and selling can be used as a means for doing business online. Online business actors are very diverse, some do sell the goods they already own and some don't have the items they display in their online store, but instead act as a dropshipper. The development of online buying and selling in Indonesia is currently starting to develop with the dropshipping trading system. Dropshipping is one of the alternatives chosen to do online business.

The implementation of dropshipping transactions involves parties, namely suppliers and dropshippers. Basically, a dropshipper doesn't own the products to sell. Dropshippers only have photo samples of the supplier's products, usually in the form of photos, which are then marketed to consumers at prices determined by the dropshipper. If a consumer orders something, the dropshipper then orders goods from the supplier by asking them to send the goods to the consumer on behalf of the dropshipper.

A dropshipper is a party that advertises goods, sells goods without owning the goods through his online store, which then organizes so that the ordered goods are sent directly from the supplier to the consumer. Suppliers, or also known as vendors, are the owners of goods whose role in dropshipping is to send goods directly to buyers. Buyers in the context of dropshipping are people who buy goods through a dropshipper's store.

E-commerce makes it easier for consumers and producers to make transactions. In line with the development of e-commerce, Law of the Republic of Indonesia No. 19 of 2016 in conjunction with Law No. 11 of 2008 concerning Information and Electronic Transactions regulates all matters relating to information technology that apply in Indonesia. The ITE Law stipulates that there is no prohibition against buying and selling online and can even become the legal basis for electronic transactions in buying and selling online (Syariana, 2017). According to Article 1 Paragraph (2) of the ITE Law, electronic transactions are legal acts carried out using computers, computer networks, and/or other electronic media.

The implementation of dropshipping is also related to consumer protection as stated in Article 1 Number (2) Government Regulation No. 71 of 2019 concerning the Implementation of Electronic Systems and Transactions, hereinafter abbreviated as PP PSTE, that consumers are all users of goods and/or services available in the community, both for the benefit of oneself, family, other people, and other living things and not for trading. Based on this understanding, the public as buyers are called consumers and providers of needs as business actors.

Dropshipping transactions which are also included in the e-commerce section also cause legal consequences in the form of rights and obligations between the parties, both from the dropshipper as a seller and the consumer as a buyer. Online buying and selling activities with a dropshipping system have been carried out in collaboration between dropshippers and suppliers.

A dropshipping business in which the business owner does not provide inventory for resale to consumers online. The dropshipping system that is carried out does not have a formal agreement between the dropshipper and the supplier so that there is no clear legal certainty regarding the responsibilities of the dropshipper as a business actor to his consumers (Junior et al., 2021; Siregar, 2019; Suherman, 2019). There is no written

agreement between the dropshipper and the consumer, but this does not mean there is no legal relationship. Legal relations occur because of agreements made online (Barkatullah, 2010; Salami & Bintoro, 2013).

Agreements that were not made by the buyer with the dropshipper resulted in consumer losses, such as what happened when purchasing a keyboard with the condition of the goods being received by the consumer, where the product was received by the consumer still in a simple plastic wrap with written instructions for use, after the plastic was opened and used, it turned out that some of the letters contained on the keyboard can not be used.

The responsibility for losses suffered by consumers is regulated in Article 19 paragraph (2) of the Consumer Protection Act where the dropshipper compensates for losses by making a refund. Consumers in making purchases online are expected to consider the risks when the goods are not as expected or the goods are in damaged condition.

This research aims to find out and analyze the responsibility of the dropshipper if the goods are damaged in an e-commerce transaction; as well as to find out and analyze legal protection for consumers if goods are damaged in e-commerce transactions.

2. Method, Data, and Analysis

The research method uses a type of normative legal research with a statute approach. The legal materials used are primary, secondary and tertiary legal materials which are collected by means of literature study. Furthermore, legal material is analyzed descriptively qualitatively to answer the problem formulation.

3. Results

In carrying out dropshipping there are interrelated parties, from when the merchandise is promoted to the hands of the buyer. Social media as a dropshipper means to market products to consumers which are then forwarded to goods producers, then goods are sent to consumers.

Legal relations occur when the dropshipper and supplier enter into a cooperation agreement in buying and selling goods, where the dropshipper acts as a liaison between the product producer and the consumer. As a result of the legal relationship between the dropshipper and the consumer, rights and obligations arise between these parties. The obligations of the seller and the buyer are regulated in articles 1473 – 1518 of the Civil Code, namely:

Seller's obligations

Article 1474 of the Civil Code lists the obligations of the seller to the consumer contained in the sale and purchase agreement, namely: (1) Delivering the goods to the consumer. (2) The seller bears the security of the purchased goods if the goods are damaged.

Buyer's obligations

Article 1513 of the Civil Code states the buyer's obligation to pay for the goods ordered either by transfer or paying after the goods are received by the consumer. Article 4 of the Consumer Protection Act No. 8 of 1999 states that it will protect consumers in buying and selling transactions. Article 4 letter b of the Consumer Protection Law in e-commerce transactions states that consumers have the right to choose the goods purchased

and pay for the conformity of the goods received with the seller's guarantee, while Article 4 letter c states that the buyer has the right to receive true information about the goods to be purchased with purchase dropship system. Article 4 letter h UUPK explains that consumers have the right to receive compensation, compensation and/or reimbursement if the goods and/or services received are not in accordance with the agreement or not as they should be.

Dropshipper responsibilities if the goods are damaged in an e-commerce transaction

Dropshipping or online shop where sales with this system the seller does not need to stock the goods being sold, only have active capital on social media, then introduce the goods sold through social media. Sellers who offer goods are called dropshippers, which have the authority to send goods after the consumer transfers the appropriate amount of money with the goods the consumer chooses. Purchasing online is one of the ways that consumers do, where buyers use the internet as a medium to make purchases at online stores.

Sales with a dropship system where sellers offer goods via social media by displaying pictures and then consumers only need to order. Dropship business actors have the responsibility if the goods received by the buyer are damaged not as promised, and the dropshipper has the right to replace or refund the consumer's money. Dropship business actors have responsibility if the goods received by the buyer are damaged, not as promised, and the dropshipper reserves the right to replace or refund the consumer's money ([Salami & Bintoro, 2013](#); [Wikata & Layang, 2019](#)).

Sales using the dropshipping system are regulated in Law (UU) Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions (ITE) and Government Regulation No. 82 of 2012 concerning electronic transactions, both of these regulations regulate online transactions including dropshipping regulated in Article 1 numbers 15 and 17 it states that there has been an agreement in electronic transactions, where there is also an agreement between consumers and dropshipping in electronic transactions ([Kuswanto, 2011](#); [Rusviana & Suliantoro, 2019](#); [Siregar, 2019](#)).

Electronic transactions in dropshipping between consumers and dropshippers have a legal basis regulated in Government Regulation No. 82 of 2012 article 47 numbers 1 and 2 states that an agreement in an electronic transaction is considered valid if: (1) There is an agreement between the parties entering into the agreement. (2) There is law in the agreement in accordance with the applicable regulations. (3) There are certain provisions. (4) Never commit an act that violates the law

Government Regulation No. 82 of 2012 article 49 paragraph 3 states that in electronic transactions there are: (1) The identity of the person entering into the agreement. (2) Objects in the agreement. (3) Terms in electronic transactions. (4) There is a fee provision. (5) Clear procedures when there is cancellation of the agreement. (6) There is compensation for defective goods. (7) There is a legal settlement.

The actor's obligation in article 49 requires informing consumers of information about the goods purchased and giving a time limit for consumers who complain about the goods received. Conditions where the dropshipper cannot fulfill promises to the consumer, where the business actor cannot fulfill: (1) Cannot fulfill what consumers expect. (2) Delay in fulfilling promises to consumers. (3) What is done is not in accordance with consumer expectations. (4) Making mistakes that consumers don't want. If the business actor fulfills these four conditions, then the consumer can hold the dropshipper responsible as regulated in article 1267 BW: Agreements between people or several people where there are things that cannot be fulfilled in the agreement, then the person who is harmed can demand

cancellation, can ask for compensation . Dropshippers as business actors who enter into buying and selling agreements with consumers have responsibilities in an agreement that creates the rights and obligations of dropshippers regulated in articles 1473 and 1519 of the Civil Code, namely:

Seller's Obligations

Dropshippers as business actors have the obligation to deliver goods that have been purchased by consumers and are responsible for goods in good condition without experiencing defects or damage.

Buyer's Obligations

Consumers have the obligation to pay for goods that have been ordered through an online purchase agreement which is regulated in Article 1513 of the Civil Code or consumers pay when the goods ordered arrive which are regulated in Article 1514 of the Civil Code. The responsibility of a dropshipper is regulated in the Consumer Protection Act article 19 paragraph 1, 2, 3, 4 and verse 5: (1) Dropshipper compensates for damage to goods received by consumers. (2) Replacing losses suffered by consumers in the form of: refunding money, replacing goods or services, providing compensation, this is adjusted to the applicable regulations. (3) Replacements are made within 7 days after the goods are received or the date of the transaction. (4) There is a criminal charge with evidence of a mistake made by the dropshipper . (5) The provisions do not apply if the dropshipper can prove that the mistake was not made by the business actor but by the consumer. Responsibilities based on the Consumer Protection Act can be in the form of:

Responsible for providing information

Dropshippers giving consumers the rights to get clear information about the desired product. The information referred to is about price, quality and description of the product. Article 3 of UUPK ensures that consumers get legal certainty for providing information about the goods purchased. Clarity regarding the goods is included by the dropshipper on his social media.

Responsible for the product

Dropshippers are responsible for losses due to the use of products experienced by consumers or goods damaged ([Rozenia, 2020](#)).

Responsible for the safety of the buyer's goods

There is a responsibility for security in providing correct information, and maintaining the security of goods so that they reach consumers quickly. It is the dropshipper's job to maintain the security of the goods, so that the goods received by consumers are in good condition.

The principle in the dropship system is responsibility for mistakes made by the business. If there is product damage received by consumers in online transactions, consumers can ask for responsibility from the business. Damaged goods received by consumers are the responsibility of the dropshipper and must bear the consequences of the damage ([Prabowo et al., 2016](#)).

In e-commerce transactions, there are factors that are of concern to the dropshipper if the goods received by the consumer are damaged. Product damage that made the products unusable, caused by the received goods are of lower quality standard agreed between the business actor and the consumer. The causes of damaged goods received by

consumers are (Paryadi, 2016): (1) Errors in packing goods. (2) Goods are not packaged properly. (3) Delivery service error. (4) The quality of the packaging is not good enough which causes the goods to shake when the courier carries them. (5) The occurrence of an accident during delivery. As a result of damaged goods received by consumers in e-commerce, this become the responsibility of the business actor or seller, in accordance with articles 1504 and 1506 of the Civil Code: "Damaged goods, which the goods cannot be used, are the responsibility of the seller".

Law Number 8 of 1999 concerning Consumer Protection article 19 paragraph 1 to paragraph 5 states the responsibility of business actors for damaged goods. This is expected to be a concern for those in authority to ensure that consumers get protection for damaged goods, that being said, it has become the obligation of business actors to replace damaged goods (Prabowo, 2016):

Principle of liability based on fault

Liability based on fault is a responsibility that is determined by the behavior of the business actors. This responsibility is upheld in civil law, namely in Articles 1365 to 1367 of the Civil Code, where a person can be held accountable if there is an element of error. In this case what is meant by error is the existence of an act that is contrary to the law, while the elements of error here and the elements that must be fulfilled are: (1) the existence of an act against the law; (2) errors; (3) the existence of causation; and (4) the existence of losses. There is negligence on the part of the business actor causing harm to the consumer and from this negligence the consumer can file a claim for compensation, from this negligence or error it can also be used as a basis for a lawsuit.

Principle of presumption of liability

In the principle of presumption of liability, it is charged with reverse proof, where the defendant is always considered guilty and responsible until he can prove that he is innocent. So in the case of goods that do not arrive, it is the business actors who prove it

Principle of presumption of non-liability

The principle of presumption of non-liability is the opposite of the principle of presumption of responsibility, because in this case it is the consumer who is charged with responsibility, for example, like losing goods in the airplane cabin, in this case the consumer who is responsible is not the responsibility of the airline.

Principle of strict liability

This principle of strict liability is used to ensnare business actors, so consumers who suffer losses do not need to prove it. In absolute responsibility mistakes are not the determining factor, and there are also exceptions for not being charged with responsibility (Paryadi, 2018). This responsibility attaches great importance to consumer protection, because this principle is based on four reasons, namely: (a) The responsibility to fight for consumer rights to obtain compensation. (b) Is a legal change in the economic field. (c) Will make business actors to be responsible for handling risks. (d) In Indonesia there is still a gap between positive law and consumer interests. As it develops, this responsibility is applied to ensnare business actors who market products where these products can harm consumers.

Principle of limitation of liability

Liability with limitations is considered to be detrimental to consumers because business actors can include unilateral clauses. In the event that the goods do not arrive, the consumer cannot hold the marketplace accountable because regarding delivery it is not his

obligation to know about this, and if there is negligence in the service of online buying and selling service providers because they do not provide a receipt verification feature, this is also not their responsibility because there are no laws and regulations that regulate policies for providing the receipt verification feature. What will be the responsibility of the marketplace is when consumers suffer losses due to their use, for example hacking of consumers' personal data, then this can be borne by the marketplace. Because according to Government Regulation Number 80 of 2019 Article 22 paragraph (3) letter C that in the context of work as a party that provides space for placing, loading, or storing information (hosting), namely: (1) Does not have actual knowledge of an action or information that is unlawful and in the event that there is a claim or lawsuit for damage or loss incurred, the provider concerned is not aware of or aware of the existence of a fact that such action or information is unlawful. (2) After the relevant provider knows or becomes aware of a fact that an action or information is unlawful, the intermediary service provider acts quickly to remove or disable access to said information.

Bearing in mind that consumers in Law Number 8 of 1999 concerning Consumer Protection (later referred to as UUPK in Article 4 letter (c) consumers have the right to obtain clear, honest and correct information about conditions and guarantees for services and/or goods. More continuing in Article 4 letter (h) of the PK Law, consumers also have the right to indemnify, compensate and/or compensation, when the services and/or goods are not in the condition as agreed upon when received by consumers, so consumers have the right to obtain these rights, which is of course the dropshipper's obligation to fulfill the rights of these consumers, if these rights cannot be fulfilled by the business actor, then it will definitely cause losses to the consumer.

As a result of the existence of a defective product in a business with a dropship system, it certainly causes losses for product users/consumers and imposes responsibility on the dropship or dropshipper business actor to be responsible for paying compensation for losses suffered by the product user or consumer. Bearing in mind that consumers in Law Number 8 of 1999 concerning Consumer Protection (later referred to as UUPK in Article 4 letter (c) consumers have the right to obtain clear, honest and correct information about conditions and guarantees for services and/or goods. More continuing in Article 4 letter (h) UUPK, consumers also have the right to compensate, reimbursement and/or compensation, when the services and/or goods are not in the condition as stated in the agreement when received by consumers, so consumers are entitled to obtain these rights, which is of course the dropshipper's obligation to fulfill the rights of these consumers, if these rights cannot be fulfilled by the business actor.

Responsibility arises when someone commits an act that causes a result. Business actors who send goods that do not match the picture can be considered to have committed an act of default (Article 1243 of the Civil Code), because business actors do not fulfill their obligations in electronic contracts, causing losses to consumers. On this basis, business actors must fulfill their achievements contained in the sale and purchase agreement by sending goods according to the agreement in the marketplace.

4. Discussion

Legal protection for consumers if the goods are damaged in e-commerce transactions

Legal protection for consumers is provided from purchasing transaction activities that are not in accordance with the agreement between the buyer and the business actor. The aspects of the protection provided are: (1) Legal protection will be given in the absence of conformity of the goods received in accordance with the agreement. This is related to

the non-compliance of raw materials, distribution, product design in accordance with consumer safety and security standards. (2) Legal protection is given if the requirements given by the business actor are not in accordance with the promotion of goods or services that are detrimental to consumers. Aspects of consumer protection according to [Sjahputra \(2010\)](#):

The first aspect, covering the issue of goods or services produced and traded, is included in the scope of product responsibility, namely the responsibility borne by producers because the goods delivered to consumers contain defects in them which cause losses to consumers. While the second, covers how consumers obtain goods and services, which are grouped under the scope of standard contracts that question the terms of the agreement imposed by producers on consumers when consumers want to obtain the goods or services they need. The legal protection given to consumers is regulated in the Law. law No. 8 of 1999 article 1, efforts to have legal certainty in providing protection to consumers, this is done to avoid losses suffered by consumers. The purpose of holding consumer protection is contained in the Consumer Protection Act No. 8 article 3, the purpose of consumer protection is: (1) Consumers are required to be aware of protecting themselves when making a transaction. (2) Avoid consumers from negative effects after making online purchases. (3) Consumers have the right to choose the goods purchased. (4) Obtaining legal certainty regarding the protection and disclosure of information. (5) Honesty and responsibility of business actors. (6) Maintaining the quality of goods or services so that the business continues ([Basri, 2020](#); [Gunawan & Yani, 2008](#)).

Article 1 point 3 of the Consumer Protection Act states that every business actor, whether in the form of an organization or individual who has a legal entity or does not have a legal entity, is expected to be able to carry out agreements in electronic transactions with buyers or consumers. Consumers who make online purchases receive protection for their rights regulated in the Consumer Protection Act, article 4 (c) there is truth in the information regarding the goods or products purchased, while article 4 (h) states that there is compensation from the business manager if goods received by consumers in a damaged condition. Article 4 (h) the consumer has the right to losses where the goods received are damaged or not in accordance with the agreement, compensation for losses is the responsibility of the droshipper who runs the business.

Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions states that consumer protection is based on the rights of consumers, namely: (a) The right to comfort, security and safety in consuming goods and / or services; (b) The right to choose goods and/or services and obtain said goods and/or services in accordance with the exchange rate and the conditions and guarantees promised; (c) The right to correct, clear and honest information regarding the conditions and guarantees of goods and/or services ; (d) The right to have their opinions and complaints heard about the goods and/or services used; (e) The right to obtain proper advocacy, protection and efforts to resolve consumer protection disputes; (f) The right to receive guidance and consumer education; (g) The right to be treated or served properly and honestly and not discriminatory; (h) The right to receive compensation, compensation and/or reimbursement, if the goods and/or services received are not in accordance with the agreement or not as they should be; (i) The rights regulated in the provisions of other laws and regulations.

Buying and selling with the dropship system has legal protection, this is intended so that consumer losses can be prevented. Prevention can be done so that the droshipper can protect the interests of consumers which are regulated in the Consumer Protection Act

No. 8 of 1999 article 7 which regulates the obligations of the droshipper and article 8 which regulates what a droshipper cannot do .

In buying and selling online, the seller (merchant) in the marketplace must fulfill all obligations contained in Law Number 8 of 1999 concerning Consumer Protection. The obligations contained in the Consumer Protection Act are to provide protection to consumers so as not to violate the rights of consumers and to realize healthy transactions by the parties. The various obligations of business actors based on Article 7 of the Consumer Protection Act are as follows: (a) having good faith in carrying out their business activities . (b) Provide correct, clear and honest information regarding the condition and warranty of goods and/or services and provide an explanation of use, repair, maintenance. (c) Treating or serving consumers properly and honestly and not discriminatory. (d) Guarantee the quality of goods and/or services produced and/or traded based on the provisions of the applicable standards for the quality of goods and/or services. (e) Providing opportunities for consumers to test and/or try certain goods and/or services and provide guarantees and/or guarantees for goods made and/or traded. (f) Providing compensation, compensation and/or reimbursement for losses resulting from the use, use and utilization of traded goods and/or services. (g) Providing compensation, compensation and/or reimbursement if the goods and/or services received or used are not in accordance with the agreement.

Article 7 of the Consumer Protection Act states that business actors or droshippers must have good ethics in running a business, where agreements made by droshippers with consumers are accompanied by good intentions, honest in implementing agreements with consumers. Article 8 of the Consumer Protection Act states that if the droshipper avoids mistakes, prevention can also be carried out based on the ITE Law, where consumer rights are protected and prevent mistakes made by the droshipper on consumers.

Enforcement in protecting consumers from business actors needs to be carried out in accordance with Article 38 of the ITE Law where consumers can sue business actors if they are detrimental. Settlement of disputes between business actors and consumers is regulated in article 1244 of the Civil Code and article 28 paragraph 1 of the ITE Law, while article 45 A paragraph 1 of the Republic of Indonesia Law No.19 of 2016 concerning amendments to the ITE Law no.19 of 2008 (Barkatullah, 2010).

Legal protection has the right to be given to consumers who are harmed in online transactions, where consumers make purchases and have paid fees according to the value of the goods but consumers have been harmed in these transactions. Legal protection is given to consumers who are harmed in online transactions, this is in accordance with Law No. 8 of 1999 concerning Consumer Protection article 16, which prohibits business actors, namely: (1) Orders given are in accordance with the agreement agreed upon in purchase. (2) There is no accuracy of service promises provided to consumers. Regarding compensation for damaged goods received by consumers, it is regulated in Law No. 8 of 1999 concerning Consumer Protection, article 19: Business actors have responsibility for damaged goods received by consumers, where business actors have the right to replace damaged goods.

Regarding product information in Article 48 Paragraphs (1) and (2) Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions explains that business actors offering products through Electronic Systems must provide complete and correct information relating to contract terms, manufacturers, and the products offered. Then the business actor is obliged to provide clear information about the contract offer or advertisement. Article 50 letter a Government Regulation

Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions explains that parties in conducting electronic transactions must provide correct data and information. Furthermore, Article 50 letter b of Government Regulation Number 71 of 2019 concerning Implementation of Electronic Systems and Transactions regarding electronic transaction operators must provide complaint settlement facilities and services, so that in the event that consumers feel disadvantaged in electronic transactions.

The legal basis that specifically regulates electronic trading is contained in Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems. Article 26 letter a Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems explains that Business Actors are obliged to protect Consumer rights in accordance with the provisions of laws and regulations in the field of Consumer protection. Then the obligations of business actors are regulated in Article 13 Paragraph (1) Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems, namely: (a) Providing correct, clear and honest information about the identity of legal subjects ; (b) supported by valid data or documents; (c) convey correct, clear and honest information regarding the conditions and guarantees for the goods and/or services being traded including the Electronic Systems that are used in accordance with the characteristics of their functions and roles in the transaction; and (d) comply with the provisions of advertising ethics in accordance with the provisions of laws and regulations. Regarding correct, clear and honest information based on Article 13 Paragraph (2) Government Regulation Number 80 of 2019 concerning Trading Through Electronic Systems as referred to in paragraph (1) letter a and b above at least provide information regarding: (a) the truth and accuracy of the information; (b) Conformity between advertising information and physical goods; (c) Consumption feasibility of goods or services; (d) Legality of goods or services; and (e) Quality, price, and accessibility of Goods or Services.

Based on various regulations, it shows that consumers have various legal protections regarding products that are not suitable for transactions in the marketplace . These regulations are useful in addition to providing rights for consumers, there are also various obligations that are useful to prevent consumers from defects in information that has the potential to harm consumers. Thus consumers who are harmed by the goods received do not match the images in transactions on the marketplace can use the various legal bases above as a form of legal protection .

There are 2 (two) forms of legal protection, namely repressive legal protection and preventive legal protection. Legal protection in the form of preventive is protection obtained from the government relating to the law, which aims to dispel any violations that may occur, and also includes providing warnings and/or limitations to carry out their obligations. This form of preventive protection also aims as a direction so that a person's rights can be protected from various kinds of possible violations that occur, committed by other people whose actions are of course categorized as unlawful acts. This form of preventive legal protection plays a big role in what the government will do in the future, because it is based on freedom of action, which makes the government more motivated to be more careful when making decisions based on discretion. Discretion is one of various instruments that provide freedom of movement for officials or state administration bodies to carry out actions that are not fully bound by legislation, and/or activities that prioritize the achievement of a goal rather than the law that is currently in force. have regulations that protect consumers from bad actions or behavior from producers or business actors, namely the PK Law. The PK Law emerged because it was seen that the position of producers was much higher than that of consumers.

5. Conclusion

Dropshipper's responsibility if the item is damaged in an e-commerce transaction regulated in the Consumer Protection Act article 19 paragraphs 1, 2, 3, 4 and paragraph 5. Dropshippers indemnify for damage to goods received by consumers. Replacing losses suffered by consumers in the form of: refunding money, replacing goods or services, providing compensation, this is adjusted to applicable regulations. Replacement is carried out within 7 days after the item is received or the date of the transaction. There are criminal charges with evidence of mistakes made by the dropshipper. The provisions do not apply if the dropshipper can prove that the mistake is not from the business actor but from the consumer. Legal protection for consumers if goods are damaged in e-commerce transactions. Law Number 19 of 2016 concerning Amendments to Law Number 11 of 2008 concerning Information and Electronic Transactions states that consumer protection is based on the rights of consumers, namely: (a) the right to comfort, security and safety in consuming goods and and/or services. (b) The right to choose goods and/or services and to obtain said goods and/or services in accordance with the exchange rate and the conditions and guarantees promised. (c) The right to correct, clear and honest information regarding the conditions and warranties of goods and/or services. (d) The right to have their opinions and complaints heard about the goods and/or services used. (e) The right to obtain proper advocacy, protection and efforts to resolve consumer protection disputes. (f) The right to obtain consumer guidance and education. (g) The right to be treated or served properly and honestly and not discriminatory. (h) The right to receive compensation, compensation and/or reimbursement, if the goods and/or services received are not in accordance with the agreement or not as they should be. (i) The rights regulated in the provisions of other laws and regulations. Article 13 Paragraph (2) Government Regulation Number 80 of 2019 concerning Trading through Electronic Systems as referred to in paragraph (1) letters a and b above at least provide information regarding: (a) the truth and accuracy of the information; (b) Conformity between advertising information and physical goods; (c) Consumption feasibility of goods or services; (d) Legality of goods or services; and (e) quality, price, and accessibility of goods or services.

It is hoped that the government will make efforts to revise existing regulations, so that the dropshipper will know his responsibilities as soon as the consumer receives a defective item, instead of passively waiting for complaints from the consumer who bought it, then the dropshipper will act. The dropshipper should have a sense of responsiveness to ask consumers about goods that have been received by consumers, this is a form of responsibility from the dropshipper. For business owners to increase consumer protection, so that goods ordered in e-commerce transactions are not damaged and it is the responsibility of the dropshipper as a business actor to immediately replace damaged goods.

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