

Ridho 4

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Submission date: 15-Jul-2022 09:58PM (UTC-0500)

Submission ID: 1871089167

File name: 4._LEGAL_PROTECTION_CLOTHING-Ridho.doc (71.5K)

Word count: 4968

Character count: 25773

LEGAL PROTECTION CLOTHING WHOLESALE TRADE WITH A CONTRACT OF SALE NOTE

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ABSTRACT

One of the legal protections can be given to a business activity in order to ensure the protection of a business so that it continues to run well. Therefore, consumer protection is very necessary from the background above. In the case study of paper, the formulation of the problem is as follows, How is the Relationship Between Business Actors and Consumers in Using Sales Notes, What are the Factors Causing the Occurrence of Achievement In Sales, and how to use it to know the Legal Protection for Merchants Who Use Sales Notes Resulting in Default. The type of research carried out is empirical analysis using a case study approach. At the Central Wholesale Market, Medan Market Center with field research, the data collection techniques used are primary data and secondary data consisting of interviews at the Central Wholesale Market, Medan Market Center. The conclusion of this thesis is the relationship between business actors and consumers, namely consumers can obtain sufficient information to fulfill consumer needs. The factors that cause this default are due to two possibilities, namely: the first is the merchant himself because the assessment is done subjectively, the second is the fault of the buyer, either intentional or negligent or beyond his ability. The advice that can be given is that it is hoped that wholesalers can be more careful in making sales, especially clothing wholesalers so that consumers can avoid actions that result in default.

Keywords: Legal Protection, Wholesaler, Sales Note, Default

INTRODUCTION.

The existence of traders today needs to get legal protection so that the business that is run can run well, so that it is expected to increase income from an economic perspective. Legal protection is one of the best ways to protect a legal subject from arbitrariness that is applied. Legal protection in terms of the legal order covers a wide range. One of the legal protections can be given to a business activity in order to ensure the protection of a business so that it continues to run well. Legal protection is also intended to ensure the avoidance of all forms of arbitrariness of the relevant state apparatus.

Medan Wholesale Market Center Merchants are sellers and buyers who carry out commercial activities as a daily job at the Wholesale Market Center in Medan City. The people of Medan call the Wholesale Market Center as the Central Market, a place for wholesalers of clothing of all types of children's clothing to adults and even the sale of various types of fabrics, the increasing number of customers and clothing enthusiasts from various regions makes this business increasingly growing in the trading business. at the Medan Market Center.

The market is a meeting place for buyers or traders and sellers or customers in a trading business to carry out economic transactions to sell or buy merchandise and also services or economic resources or share other factors of production.

The market according to the expert explains that:

William J Stanton argues that the market is a group of people who have a desire to be satisfied, money is used to shop, and have a willingness to spend that money.

According to the Big Indonesian Dictionary (KBBI), the definition of a market is a market where a group of people make buying and selling transactions. From this market, law arises, the law that regulates the process of an event in the market and in Indonesia, it is known as commercial law.

Commercial law is a special civil law for traders. Overall rules or legal norms governing between individuals and or legal entities in the trade sector. Trading is generally a job of buying goods

from a wholesale shopping center at one time and then selling the goods at another place of business or at a later time with the intention of making a profit.

From the above understanding, the term in the trading business emerges, namely the act of trading as regulated in Article 2 to Article 5 of the Commercial Code (KUHDagang). Traders are people who carry out buying and selling trade acts as a day's work (Article 2 of the Criminal Code). Meanwhile, the act of trading is buying goods for resale in large or small quantities, still in the form of materials or finished goods, or only for rental use (Article 3 of the KUHD).

Wholesalers who sell wholesale at the Central Market Center which sells all needs are 2,375 kiosks, while traders who specialize in selling adult clothing and children's clothing are 1,215 kiosks.

Wholesalers at Central Market Central Medan often experience defaults against customers who have been entrusted with a Memorandum of Understanding or often called Red Note Debt and are paid according to mutual agreement or according to the Note Date at the time of the customer's order against the merchant. Sales transactions still use handwritten notes. The memorandum used in duplicate, the first note for buyers and the second note for store data, although it does not involve a notary, an underhand deed is still a strong means of proof.

So we need a legal protection where the rights of trading business actors or business actors related to this protection function to receive payments based on an agreement regarding the conditions and exchange rates of traded merchandise and/or services and to obtain legal protection rights from consumer actions or actions. bad faith customers. 5legal protection can protect the rights of business actors and consumers. Regarding legal protection, this is the most important thing from several elements of a legal state that apply. In this case it will give birth to a policy of rights and obligations for the parties.

LITERATURE REVIEW.

2.1. Definition of Legal Protection

Legal protection is to provide protection for human rights human beings who are harmed by others and such protection is given to the community so that they can enjoy all the rights granted by law or in other words legal protection is various legal remedies that must be provided by law enforcement officials to provide a sense of security, both mentally and physically. from interference and threats from any party.

According to Muchsin are:

Legal protection is something that protects legal subjects through applicable laws and regulations and enforced its implementation with a sanction.

According to Satjipto Raharjo, legal protection is:

Defining legal protection is to provide protection for human rights that have been harmed by others and this protection is given to the community so that they can enjoy all the rights granted by law.

According to Setiono are:

Legal protection is an action or effort to protect the community from arbitrary actions by authorities that are not in accordance with the rule of law, to create order and peace so as to enable humans to enjoy their dignity as human beings.

According to CST the Chancellor of Legal Protection is

Various legal efforts must be given by law enforcement officers to provide a sense of security, both mentally and physically from disturbances and various threats from any party. Associated with the recognition and protection of human rights, the recognition and protection of human rights has the main place and can be linked to the objectives of the rule of law.

Legal protection can be divided into two, namely:

a. Preventive Legal Protection

Legal protection provided by the government with the aim of prevent before a violation occurs. this is in the rules legislation with a view to preventing a violation and provide limitations or signs in carrying out an obligation.

b. Repressive Legal Protection

Repressive legal protection is the final protection that can provide sanctions such as imprisonment, fines, and additional penalties given if a violation has been committed or a dispute has occurred.

2.2. Understanding Wholesalers

A wholesaler is an independently owned business that has title to the goods it handles. Wholesalers are further divided into two types, namely full service wholesalers and limited service wholesalers. Full services provide a full set of services while limited services offer limited services to suppliers and customers.

Wholesaling is all activities that involve selling goods and services to buying parties for resale or business use. A wholesaler is a company that is primarily engaged in wholesale trading activities. Wholesalers buy most goods from manufacturers and sell to retailers, industrial consumers and other wholesalers.

Wholesalers are very important to sellers because wholesalers add value by performing one or more of the following channel functions:

Selling and promoting: Wholesaler salespeople help manufacturers reach many small customers at low cost. Wholesalers have more contacts and are often more trusted by buyers than manufacturers who are far away.

Buy and build options. The wholesaler can select the goods and build the selection required by the customer thereby saving a lot of consultant work. Large quantity solving. Wholesalers save customers money by buying in single truckloads and breaking large units into smaller quantities.

Warehousing. Wholesalers maintain inventory thereby reducing inventory costs and supplier and customer risk. **Transportation.** Wholesalers can provide buyers with faster shipping because they are closer than manufacturers.

Financing. Wholesalers finance customers by providing credit and finance suppliers through early ordering and paying bills on time. **Take the risk.** Wholesalers bear the risk by taking responsibility and bearing the costs of losses due to theft, damage, weathering and obsolescence.

2.3. Understanding Sales Notes

Notes and Invoices have the same meaning, which is both in the form of evidence of a single sale and purchase transaction. A sales note is a proof of a sale and purchase transaction for the sale of an item of goods made in cash or on credit. In general, sales notes in the wholesaler area of the Medan Central Market Center are made in two copies, for a copy of the first sheet, the seller provides the first sheet if the purchase is made in cash, while the second sheet is kept by the merchant to be used as archives or recording material for the wholesaler's financial statements.

On online purchases the seller's credit provides a sales note on the second red sheet to the buyer, after the buyer pays the payment the merchant provides a sales note on the first sheet. Notes can also be divided into two, including:

a. Debit Note

A debit note is proof of a sale and purchase transaction for the activity of sending back goods that have been purchased, but some of the goods are returned due to orders that are not in accordance with the agreement on the goods order, damaged or defective, the returned goods must be accompanied by a debit note made by the buyer who addressed to the seller.

b. Credit Note

Credit note is proof of sale and purchase of goods received sold on credit, then the defective or damaged item that has been received by the buyer or customer which is then returned along with a debit note will be responded to with a credit note.

A credit note can be interpreted as a reduction in the price on a note or invoice for discrepancies in the order of goods due to damaged or defective goods, after the debit note is received by the seller, the seller will send a note or credit invoice to the buyer with details updated by the wholesaler.

In general, wholesalers in the central market center of Medan city provide information about the notes or invoices contained in the notes are:

note number, store address or trade name, transaction date, buyer's name and address, total price and wholesaler's name.

Therefore, the memorandum or invoice can be concluded in detail, namely:

1. Notes are evidence of buying and selling transactions made in cash or cash.
2. Notes are made in two copies, the first sheet for the buyer or wholesaler and the second sheet for the seller or customer.

The sales note made by the merchant functions as follows:

- a. A tool to find out the number of items purchased and the number of items ordered.
- b. A tool to take goods that have been purchased, then if it has been stamped by the cashier merchant that the goods have been paid for.
- c. Payment receipt/receipt
- d. Invoice or note.

- a. Genuine for buyers or merchants.
- b. The first copy of the cashier's sword as an accounting document.
- c. The second copy is archived for inventory checking. According to the Sales Note Experts are,

- a. According to Sai'in the Sales Note are:
Proof of the purchase of a number of goods in cash. Notes are made by the merchant and given to the buyer. Usually the note is made in duplicate, one sheet for the buyer and the second for the seller.
- b. According to Namirah, the Sales Note are:
Proof of the transaction for the purchase of goods or the sale of goods in cash, the memorandum can be made into two sheets, namely, the first sheet is submitted to the buyer while the second sheet or copy is kept by the seller for recording material and for the financial statements of the company or store.

2.4. Definition of Default

Default in language comes from the Dutch language, namely wanprestie which means that the achievements or obligations that have been set have not been fulfilled against certain parties in an engagement, both engagements which born from an agreement or engagement that arises because of the law applicable law.

Default has legal consequences for the parties which breaking promises or omissions and will have consequences for the emergence of the right of the aggrieved party to sue the party who committed the crime default to provide compensation, so that by law it is expected that neither party is harmed because of the default.

METHOD OF RESEARCH.

In accordance with the title and the focus of the problem taken, the nature of the research, This research is empirical and descriptive with a qualitative approach. This research is a research that aims to study the current situation intensively and to study the background and environmental interactions that occur in a social unit.

This type of research is descriptive research. Descriptive research aims to accurately describe the characteristics of an individual condition, symptom or other symptom in society Descriptive research is research that only conducts objects and events without an intention to draw general conclusions. which means that law is conceptualized as an empirical phenomenon that can be observed in real life. 21Legal research means approaching problems from a legal perspective in accordance with applicable laws and regulations, the opinions of scholars or doctrines. While empirical is looking at the facts that occur in society related to the writing of this law.

The study describes the situation that occurs in the legal protection of clothing wholesalers by using sales notes that result in Default.

The data collection method in this study is Field Research, namely field research, which was carried out at the Central Market Center Medan through interviews, which as a way to obtain and

collect data through questions and answers and direct dialogue from sources who work as wholesalers and also conduct interviews with buyers (customers) from wholesalers who in this case are considered to know a lot about the object and research problem. interviews with buyers (customers) from wholesalers who in this case are considered to know a lot about the object and research problem.

This research is sourced from primary or secondary data and most importantly this research must be sourced from descriptive research, this research was obtained from the results of field research, namely the results of interviews conducted with representatives from the central market center traders of clothing wholesalers (primary data).

The data obtained were analyzed by qualitative descriptive. Qualitative, which is a data analysis method that groups and selects data obtained from field research according to their truth and quality, then linked them with theories, principles and legal principles obtained from library studies so that answers to the problems are formulated. Descriptive method is a method that describes thoroughly about what is the subject of the problem.

ANALYZE AND RESULT.

4.1. Legal Arrangements of Agreement

The legal arrangement of the agreement as the source of national law, as it is known, still comes from the law that has been laid down by the colonials, in this case, the Netherlands. Private or civil law in its application can be seen in society, which is often carried out in an agreement. An agreement is a legal act where two or more parties promise each other to carry out something.

An agreement made on the basis of an agreement or a meeting of both wills between individuals or groups as desired. From this agreement, an event arises in the form of a legal relationship between the two parties.

This relationship is called an engagement, there are several articles that were revoked because they were adjusted to cultural values and Indonesian State Law with the enactment of new legal rules. Agreements that we know in general are also regulated in Book III of the Civil Code concerning engagement. The agreement is regulated in Book III of the Civil Code regarding engagement, because it can be seen that the agreement is:

the source of the engagement, where the agreement is a collection of engagements that bind the parties to the agreement concerned.

General or specific provisions regarding systematic engagement in Book III of the Civil Code. General provisions consist of four chapters, namely Chapters I to IV and special provisions consisting of chapters V to XVIII. Chapter I contains many provisions which only apply to the agreement of the parties. Chapter II stipulates the provisions regarding the engagements arising from the agreement. Chapter III more specifically regulates all engagements that arise because of the law and Chapter IV regulates the provisions on how to terminate engagements, regardless of whether the engagement occurs because of an agreement or by law.

Overall, Chapters I to IV when viewed from the point of view of the arrangement of the agreement, stipulate that the agreement is not named. Unnamed agreements are agreements that have not been specifically regulated in the Act, because they are not regulated in the Commercial Code and the Civil Code.

Central market traders in the city of Medan in carrying out agreements with consumer customers often use credit sales notes because payments are made on credit, this is certainly a law for both of them.

The birth of this agreement in practice is based on the principle of freedom of contract, as in the provisions of Article 1338 paragraph (1) of the Civil Code which reads "All agreements made legally valid as law for those who make them" which is intended to state the strength of the agreement, namely the power of the agreement. tantamount to a statute. 35

Named agreement or special agreement is an agreement that has its own name that is regulated in law. The agreement is given a name by the legislator and is an agreement that is often encountered in the community, for example, buying and selling, leasing, grants, power of attorney and so on.

The relationship between the two can be seen, that the general provisions regulate broader agreements or agreements because the parties to the agreement are free to make any agreement based

on the principle of freedom of contract, which means that they are free to make agreements for everyone or any agreement other than those regulated by law . .

However, the freedom of the parties to make agreements is subject to several restrictions, namely not violating coercive laws, public order and morality.³⁷ If the special provisions only regulate the agreement which have been regulated and named by law only. So the general provisions regulate anonymous agreements as legislation in the Book, The Civil Code is additional (aavullend recht) and applies more broadly to all agreements, both named and unnamed, as long as the law on named agreements does not provide a separate arrangement that deviates from the general provisions.³⁸

The agreement can be determined from when the agreement was reached between the parties who made the agreement, according to the time the agreement occurred. From this event, a legal relationship arises between two or more people called an engagement, the engagement arises before there is an agreement in which there are mutual rights and obligations of each party.

In this case there is an agreement between the central market trader and the buyer so that the sales transaction is carried out by processing cash and credit payments and will be paid by the buyer after the goods are received. As proof of the handover of goods or orders from the buyer, a sales note is opened (red color is a debt marker). The birth of a sale-purchase agreement based on evidence of a sales memorandum and resulted in responsibility for the Medan central market center traders.

The sales note is a proof of the sale and purchase transaction which is important to find out the number of items that have been purchased in cash, if the payment is made on credit, the sales note given in duplicate, the second for red, is given to the buyer.

4.2. Forms of Default and Implementation of Achievements

Fulfillment of an agreement as described above there is a possibility that one of the parties who do not perform, in this case is the party who has not carried out its obligations, which is usually called the debtor. The form or form of default can be divided into several. The forms or forms of default are:

1. Meet the achievements but not on time;
2. Does not meet achievement at all;
3. Meets the achievement but does not fit or is wrong.

Debtors who meet achievements but are wrong, if the wrong achievements cannot be corrected, the debtor is said to have not fulfilled achievements at all. The form of default of a debtor can be in the form of four kinds, namely:

1. Not doing what it is capable of doing;
2. Did what he promised but was too late;
3. Carry out what he promised, but not as promised;
4. Doing something that according to the agreement is not allowed to do.

Although there are two opinions, they essentially have the same meaning in the realization of default. The existence of a statement of default as regulated in the provisions of Article 1276 of the Civil Code, the debtor can make five possibilities for the implementation of achievements to the creditor, namely as follows:

1. Pay compensation;
2. Fulfill/implement the agreement;
3. Fulfilling the agreement accompanied by the obligation to pay compensation;
4. Cancel the agreement; and
5. Canceling the agreement is accompanied by compensation.

Abdulkadir Muhamad, stated that the creditor can choose between several possible claims against the debtor. The claim is that it can demand the fulfillment of the engagement or the fulfillment of the engagement accompanied by compensation damages or demand compensation only, or demand

the cancellation of the agreement through a judge or demand the cancellation of the agreement accompanied by compensation.

In the provisions of Article 1243 of the Civil Code, it is stated that the debtor is obliged to pay compensation, if after being declared negligent he still does not fulfill the achievement, it can cause losses. The losses that can be requested for replacement are not only costs that have actually been incurred, or losses that have actually befallen the debtor's property, but also in the form of loss of profits, namely profits that would have been obtained if the debtor had not been negligent in keeping his promise.⁴⁴

Losses that occur must be compensated. The compensation itself consists of costs, losses, and interest. As mentioned in Article 1244 to Article 1246 of the Civil Code.

1. Costs are all expenses or expenses that have actually been incurred by a party.
2. Loss is a loss due to damage to the goods belonging to the creditor caused by the negligence of the debtor.
3. Interest is a loss in the form of lost profits, which have been paid or calculated by the creditor.

The form of default that often occurs in buying and selling transactions at the central market center is credit payments that are not in accordance with the initial agreement stated on the sales note so that it is very detrimental to traders, where the fulfillment of these achievements is the buyer's obligation.

Everything about default has been regulated in the Civil Code, as already stated that all kinds of losses that occur due to default can be subject to compensation. Compensation can be in the form of costs that have been incurred, losses suffered and interest agreed upon by the parties. All default arrangements and settlement methods have been clearly and in detail, it is just a matter of how the resolution is carried out by the authorized law enforcers.

CONCLUSION.

1. The relationship between business actors and consumers is that consumers can obtain sufficient information to fulfill their needs, consumers have used one of their rights, namely the right to determine. If the consumer has expressed his agreement, at that time an agreement was made based on the agreement between the seller and the buyer.

2. The factors that cause this default can be due to two possibilities, namely: first, the trader himself because it gives more trust so that what should not happen and can be estimated allows fulfilling the performance to become a default event, this is because the assessment is done subjectively, both mistakes from the buyer are good it was intentional or negligent or beyond his control;

3. Protection of business actors in this case is based on the rights of business actors based on the provisions of Article 6 of Law Number 8 of 1999 concerning Consumer Protection, including the right of business actors to obtain legal protection for consumer actions based on bad faith and rights. get payments from consumers.

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