

**LAW OF THE REPUBLIC OF INDONESIA
NUMBER 8 OF 1999
CONCERNING
CONSUMER PROTECTION**

BY THE GRACE OF GOD ALMIGHTY

THE PRESIDENT OF THE REPUBLIC OF INDONESIA

Whereas:

- a. national development in an era of economic democracy is directed towards creating an evenly materially and spiritually just and prosperous society based on *Pancasila* and the 1945 Constitution;
- b. national economic development in the era of globalisation must be supportive of the growth of the business world so as to be able to produce a variety of goods and/or services with a technological content able to raise the majority's welfare as well as bring about certainty that the goods and/or services obtained in trade will not have a harmful effect on consumers;
- c. the more open national market resulting from the process of economic globalisation must still guarantee improvement in social welfare and certainty of the quality, amount, and safety of goods and/or services obtained in the marketplace;
- d. to increase the standing and status of consumers it is necessary to increase their understanding, knowledge, care, discernment, and self-reliance in their own protection, and to further develop a responsible attitude on the part of business practitioners;
- e. the provisions in law protecting consumers' interests in Indonesia are inadequate;
- f. considering the above, a set of legislation is required to create a balance between the protection of consumers' interests and those of business practitioners so as to create a sound economy;
- g. for this reason a Consumer Protection Act needs framing.

In view of: Paragraph (1) Article 5, Paragraph (1) Article 21, Paragraph (2) Article 27, and Article 33 of the 1945 Constitution;

with the approval of

PARLIAMENT (*DEWAN PERWAKILAN RAKYAT R.I.*)

HAS DECIDED TO

promulgate: THE CONSUMER PROTECTION ACT.

GENERAL ELUCIDATION

The construction and development of the economy in general and the national trade and industry sectors in particular have produced a great variety of goods and/or services for consumption. Also, globalisation and free trade supported by progress in telecommunications and information technology have extended the scope of the flow of transactions in goods and/or services across national borders so that there are various foreign and domestically produced goods and/or services on offer.

On the one hand this situation has advantages for consumers because consumer demand for goods and/or services can be met and there is a widening freedom to choose between various types and qualities of goods and/or services in accordance with the consumer's wishes and means.

On the other hand the situation and phenomena could result in an imbalance between the position of business practitioners and that of consumers with consumers in the weaker position. Consumers have become the object of business activities on the part of the business practitioner to grasp as big a profit as possible through promotion campaigns, sales methods, and the use of standard contracts disadvantageous to consumers.

The main factor in consumers' weak position is the low level of awareness of their rights among consumers. This is mainly caused by lack of consumer education. For this reason the Consumer Protection Act is intended to become a firm legal launching pad for efforts on the part of the government and non-governmental consumer protection organisations to empower consumers through consumer education and guidance.

Such empowerment is important because it is not easy to raise the consciousness of business practitioners, whose basic economic principle is to get the maximum possible profit from the minimum possible investment. This principle is potentially directly and indirectly very harmful to consumers' interests.

In the situation outlined above, consumer empowerment is needed through the framing of a law which can protect consumers' interests in an integrated and comprehensive fashion and can be applied effectively in society at large.

The legal instrument to protect consumers is not intended to kill off business practitioners' businesses, quite the reverse. In actual fact, consumer protection can support a sound business climate supportive of the creation of companies resilient in facing competition by supplying quality goods and/or services.

Moreover, in its implementation this Consumer Protection Act gives particular attention to small and medium enterprises through guidance and the application of penalties for any contravention.

This Consumer Protection Act was formulated with reference to the philosophy of national development that national development including development of consumer protection law comes

within the development of a well-rounded Indonesian people based on the national philosophy of the Republic of Indonesia, i.e. Pancasila and the 1945 Constitution.

In addition, the Consumer Protection Act does not constitute the beginning and end of the law governing consumer protection, since before the framing of the Consumer Protection Act, there were statutes whose contents protected the interests of consumers, such as:

- a. The Establishment of Government Regulation in Lieu of Law No. 1 of 1961 concerning Goods as a Law Act (Law No. 10 of 1961);*
- b. The Hygiene Act (Law No. 2 of 1966);*
- c. The Principles of Local Government Act (Law No. 5 of 1974);*
- d. The Legal Metrology Act (Law No. 2 of 1981);*
- e. The Mandatory Company Register Act (Law No. 3 of 1982);*
- f. The Industry Act (Law No. 5 of 1984);*
- g. The Electrical Power Act (Law No. 15 of 1985)*
- h. The Chambers of Commerce and Industry Act (Law No. 1 of 1987);*
- i. The Health Act (Law No. 23 of 1992);*
- j. The Agreement Establishing the World Trade Organisation Act (Law No. 7 of 1994);*
- k. The Limited Liability Companies Act (Law No. 1 of 1995);*
- l. The Small Businesses Act (Law No. 9 of 1995);*
- m. The Food Act (Law No. 7 of 1996);*
- n. The Copyright Act as Amended by Law No. 7 of 1987 Amendment Act (Law No. 12 of 1997);*
- o. The Patent Act (Law No. 6 of 1989) Amendment Act (Law No. 13 of 1997);*
- p. The Trademark Act (Law No. 19 of 1989) Amendment Act (Law No. 14 of 1997);*
- q. The Environmental Management Act (Law No. 23 of 1997);*
- r. The Broadcasting Act (Law No. 24 of 1997);*
- s. The Employment Act (Law No. 25 of 1997);*

t. *The Banking Act (Law No. 7 of 1992) Amendment Act (Law No. 10 of 1998).*

Consumer protection where the business practitioner contravenes intellectual property (IP) rights is not covered by the Consumer Protection Act because this is already covered in the Copyright Act (Law No. 12 of 1997), the Patents Act (Law No. 13 of 1997), and the Trademarks Act (Law No. 14 of 1997), which forbid the production of or trade in goods and/or services infringing on IP rights.

Similarly, consumer protection in environmental matters is not covered in the Consumer Protection Act because this is already covered by the Environmental Management Act (Law No. 23 of 1997) with regard to everybody's obligation to conserve the environment and avoid and deal with contamination of and damage to the environment.

The possibility of the future framing of new laws containing provisions protecting consumers still lies open. Thus this Consumer Protection Act constitutes umbrella legislation integrating and strengthening the legal enforcement of consumer protection.

CHAPTER I GENERAL PROVISIONS

Article 1

In this Act:

1. "Consumer protection" means all efforts to ensure legal certainty giving protection to consumers.
2. "Consumer" means any person using goods and/or services provided to the public whether on his/her own behalf or that of his/her family, another person, or another living thing and not in the way of trade.
3. "Business practitioner" means any natural person or business entity, whether or not in the form of a legal entity, established and domiciled in or with activities in the territory of the Republic of Indonesia, whether individually or jointly under a contract, who or which has business operations in the economic sector.
4. "Goods" means any tangible or intangible, moveable or immoveable, disposable or durable object, capable of being traded in, used, utilised, or made use of by a consumer.
5. "Service" means any assistance in the form of work or production supplied to the public for use by consumers or business practitioners.
6. "Promotion" means any activities to introduce or disseminate information on goods and/or services in order to arouse consumers' desire to purchase goods and/or services which are being or are to be traded.
7. "Import of goods" means bringing goods into the customs office area.

8. “Import of services” means the provision of foreign services for use in the territory of the Republic of Indonesia.
9. “Non-governmental Consumer Protection Organisations” means non-governmental institutions registered and recognised by the government which handle consumer protection.
10. “Standard Clause” means any rules or terms and conditions unilaterally prepared and determined beforehand by a business practitioner and set out in a document and/or contract which are binding on and mandatory for consumers.
11. “Consumer Disputes Resolution Board” means the body with the task of handling and settling disputes between business practitioners and consumers.
12. “National Consumer Protection Board” means the body formed to assist in efforts to develop consumer protection.
13. “Minister” means the minister whose scope of work and responsibility cover the trade sector.

Elucidation of Article 1

Item 1

Sufficiently Clear

Item 2

The terms found in economic literature are end user and intermediate user. The end user is the final user of a product, while the intermediate user is one who uses a product as part of the production process for another product. Consumer in this Act is understood to mean the end user.

Item 3

Business practitioners included in this definition are companies, corporations, State Owned Enterprises, cooperatives, importers, traders, distributors, etc.

Item 4

Sufficiently Clear

Item 5

Sufficiently Clear

Item 6

Sufficiently Clear

Item 7

Sufficiently Clear

Item 8
Sufficiently Clear

Item 9
These institutions are formed to increase the participation of the public in consumer protection measures, and show that consumer protection is the joint responsibility of the government and the public.

Item 10
Sufficiently Clear

Item 11
This body is formed to deal with the resolution of consumer disputes efficiently, swiftly, cheaply, and professionally.

Item 12
Sufficiently Clear

Item 12
Sufficiently Clear

CHAPTER II PRINCIPLES AND PURPOSES

Article 2

Consumer protection takes as its basic principles advantage, justice, balance, and consumer health and safety, and legal certainty.

Elucidation of Article 2

Consumer protection will be carried out as a joint enterprise based on five (5) basic principles relevant to national development, viz.:

- 1. The basic principle of advantage is intended to mandate that every effort to implement consumer protection must give the greatest advantage to the overall interests of consumers and business practitioners.*
- 2. The basic principle of justice is intended to bring about the maximum participation of the whole of the people and to provide opportunities for consumers and business practitioners to justly obtain their rights and meet their obligations.*
- 3. The basic principle of balance is intended to provide a balance between the interests in a material or spiritual sense of consumers, business practitioners, and the government.*

4. *The basic principle of consumer health and safety is intended to provide consumers with guarantees of health and safety in the use, utilisation, and taking advantage of the goods and/or services being consumed or made use of.*
5. *The basic principle of legal certainty is intended to ensure both business practitioners and consumers comply with the law and obtain justice in implementing consumer protection, and that the state guarantees legal certainty.*

Article 3

Consumer protection is directed towards:

- a. increasing consumer awareness, ability, and self-reliance in their own protection;
- b. raising the status and standing of consumers by protecting them from negative impacts of the use of goods and/or services;
- c. empowering consumers in choosing, establishing, and demanding their rights as consumers;
- d. creating a system of consumer protection containing the elements of legal certainty and openness of and access to information;
- e. raising business practitioners' consciousness with regard to the importance of consumer protection and so bringing about honest and responsible attitudes in doing business;
- f. improving the quality of goods and/or services to ensure continuing production of goods and/or services, and the health, convenience, security, and safety of consumers.

*Elucidation of Article 3
Sufficiently Clear*

CHAPTER III RIGHTS AND OBLIGATIONS

First Part Rights and Obligations of the Consumer

Article 4

The rights of the consumer are:

- a. the right to convenience, security and safety in consuming goods and/or services;
- b. the right to choose goods and/or services and to receive those goods and/or services in accordance with the price and the conditions and warranties agreed on;

- c. the right to accurate, clear, and honest information concerning the conditions and warranties of the goods and/or services;
- d. the right to have opinions and complaints regarding the goods and/or services used listened to;
- e. the right to obtain proper advocacy, protection, and remedies for the resolution of consumer protection disputes;
- f. the right to receive consumer development and education;
- g. the right to be treated or served properly and honestly without discrimination;
- h. the right to obtain compensation, damages, and/or a replacement if the goods and/or services received are not in accordance with the agreement or are not as they should be;
- i. the rights stipulated in the provisions of other legislation.

Elucidation of Article 4

Item a
Sufficiently Clear

Item b
Sufficiently Clear

Item c
Sufficiently Clear

Item d
Sufficiently Clear

Item e
Sufficiently Clear

Item f
Sufficiently Clear

Item g
The right is to be treated or served properly and honestly without discrimination on grounds of ethnic group, religion, culture, region, education, wealth, poverty, and other social status.

Item h
Sufficiently Clear

Item i
Sufficiently Clear

Article 5

The consumer's obligations are:

- a. to read or follow manuals of information and procedures for use or utilisation of the goods and/or services for the sake of security and safety;
- b. to act in good faith in making transactions purchasing goods and/or services;
- c. to pay in accordance with the price agreed on;
- d. to follow proper remedies for the legal resolution of consumer protection disputes.

Elucidation of Article 5
Sufficiently Clear

Second Part Rights and Obligations of the Business Practitioner

Article 6

The rights of the business practitioner are:

- a. the right to receive payment in accordance with the agreement regarding the condition and price of the goods and/or services being traded;
- b. the right to receive legal protection from bad-faith consumer action;
- c. the right to properly defend itself in legal resolution of consumer disputes;
- d. the right to rehabilitate its good name if it is legally proved that consumer losses were not caused by the goods and/or services being traded;
- e. the rights provided in other provisions of legislation.

Elucidation of Article 6
Sufficiently Clear

Article 7

The obligations of the business practitioner are:

- a. to act in good faith in carrying out its business activities;
- b. to give accurate, clear, and honest information concerning the condition and warranties of the goods and/or services and to give explanations of their use, repairs, and maintenance;

- c. to treat or serve consumers properly and honestly without discrimination;
- d. to guarantee the quality of the goods and/or services produced and/or traded based on applicable quality standards for goods and/or services;
- e. to give consumers the opportunity to test and/or try out particular goods and/or services and to give warranties and/or guarantees on the goods made and/or traded;
- f. to give compensation, damages, and/or replacement for any losses resulting from the use, utilisation, or taking advantage of the goods and/or services being traded;
- g. to give compensation, damages, and/or a replacement if the goods and/or services received or made use of are not in accordance with the contract;

Article 7

Item a
Sufficiently Clear

Item b
Sufficiently Clear

Item c
The business practitioner is forbidden to differentiate between consumers in giving services. The business practitioner is forbidden to differentiate between the quality of service to consumers.

Item d
Sufficiently Clear

Item e
“Particular goods and/or services” means goods which can be tested or tried out without causing any damage or loss.

Item f
Sufficiently Clear

Item g
Sufficiently Clear

CHAPTER IV
ACTIONS FORBIDDEN
TO BUSINESS PRACTITIONERS

Article 8

- (1) Business practitioners are forbidden to produce and/or trade in goods and/or services which:
 - a. do not meet or are not in accordance with the standards required and the provisions of legislation;
 - b. are not in accordance with the *berat bersih* (net weight), *isi bersih* (net contents), or *netto* (net), plus amount in figures stated on the label or tag of the goods;
 - c. are not in accordance with the size, volume, weight, plus amount in figures according to the actual measurement;
 - d. are not in accordance with the conditions, warranties, special features, or efficacy stated on the label, tag, or information on the goods and/or services;
 - e. are not in accordance with the quality, class, composition, processing, style, fashion, or particular use stated on the label or information on the goods and/or services;
 - f. are not in accordance with the promises made on the label or tag, or in the information, advertisements, or sales promotions of the goods and/or services;
 - g. do not state the expiry date or the period of best use/exploitation for particular goods;
 - h. do not comply with conditions of halal production when the word “halal” is stated on the label;
 - i. do not bear a label or give an explanation of the goods containing the name, size, net or *netto* weight/contents, composition, rules for use, date of manufacture, and side effects of the goods, or the name and address of the business practitioner and other information for use which according to stipulations must be borne/given;
 - j. do not state the information and/or method of use of goods in Indonesian in accordance with the prevailing provisions of legislation.
- (2) Business practitioners are forbidden to trade in goods which are damaged, defective or second-hand, and soiled without giving complete and accurate information on the goods.
- (3) Business practitioners are forbidden to trade in pharmaceutical supplies and food which are damaged, defective or second-hand and soiled with or without giving complete and accurate information.
- (4) Business practitioners contravening paragraphs (1) and (2) are forbidden to trade in the goods and/or services and are obliged to withdraw them from circulation.

Elucidation of Article 8

Paragraph (1)

Item a
Sufficiently Clear

Item b
Sufficiently Clear

Item c
Sufficiently Clear

Item d
Sufficiently Clear

Item e
Sufficiently Clear

Item f
Sufficiently Clear

Item g
“Period of best use/exploitation” is a translation of the words “best before” normally used on food product labels.

Item h
Sufficiently Clear

Item i
Sufficiently Clear

Item j
Sufficiently Clear

Paragraph (2)
The goods contemplated are goods which do not endanger the consumer and are in accordance with the prevailing provisions of legislation.

Paragraph (3)
The pharmaceutical supplies and food contemplated are those which endanger the consumer according to prevailing legislation.

Paragraph (4)
The Minister and technical minister are authorised to withdraw goods and/or services from circulation.

Article 9

- (1) Business practitioners are forbidden to offer, promote, or advertise any goods and/or services falsely and/or as if:
 - a. the goods complied with and/or had a reduction in price, special price, particular quality standard, particular style or fashion, particular characteristics, or particular history or use;
 - b. the goods were in good condition and/or new;
 - c. the goods and/or services had received and/or had a sponsor, approval, particular apparatus, particular advantages, or particular working features or accessories;
 - d. the goods and/or services were made by a company which has a sponsor, approval or affiliation;
 - e. the goods and/or services were available;
 - f. the goods did not contain any hidden defects;
 - g. the goods were an accessory of certain goods;
 - h. the goods originated from a particular place;
 - i. by directly or indirectly disparaging other goods and/or services;
 - j. by using exaggerated words such as *aman* (safe), *tidak berbahaya* (not dangerous), *tidak mengandung risiko* (does not have any risk), or *tidak mengandung efek sampingan* (does not have any side effects), without complete information;
 - k. by offering something that contains a promise that is not yet certain.
- (2) The goods and/or services contemplated in paragraph (1) are forbidden to be traded.
- (3) Business practitioners who contravene paragraph (1) are forbidden to continue with the offer, promotion, or advertisement of the goods and/or services.

Elucidation of Article 9

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Paragraph (3)
Sufficiently Clear

Article 10

Business practitioners in offering goods and/or services meant for trade are forbidden to make offers, promotions, advertisements, or statements which are untrue or misleading about:

- a. the price or charge for any goods and/or services;
- b. the use of any goods and/or services;
- c. the condition, insurance, warranty, rights or compensation for any goods and/or services;
- d. an offer of an attractive price reduction or free offer;
- e. dangers of the use of goods and/or services.

Elucidation of Article 10
Sufficiently Clear

Article 11

Business practitioners in the case of selling by means of sales or auctions are forbidden to deceive/mislead consumers by:

- a. falsely stating that goods and/or services have met a particular standard of quality;
- b. falsely stating that goods and/or services do not contain hidden defects;
- c. not intending to sell the goods offered but to sell other goods;
- d. not providing goods in particular amounts and/or sufficient amounts with the purpose of selling other goods;
- e. not providing services in a particular capacity or in a sufficient amount with the purpose of selling other goods;
- f. increasing the price or charge for the goods and/or services before holding the sale.

Elucidation of Article 11

Item a
Sufficiently Clear

Item b
Sufficiently Clear

Item c
Sufficiently Clear

Item d

“Particular amounts” and “sufficient amounts” means amounts which are adequate in accordance with anticipated consumer demand.

Item e

Sufficiently Clear

Item f

Sufficiently Clear

Article 12

Business practitioners are forbidden to offer, promote, or advertise any goods and/or services at a special price or charge for a particular time or in a particular amount, if the business practitioner does not intend to do so for the time or in the amount offered, promoted, or advertised.

Elucidation of Article 12

Sufficiently Clear

Article 13

- (1) Business practitioners are forbidden to offer, promote, or advertise any goods and/or services by promising to give a free gift in the form of other goods and/or services but intending not to give it or not to give it as promised.
- (2) Business practitioners are forbidden to offer, promote, or advertise medicines, traditional medicines, food supplements, health appliances, and health services by promising a free gift in the form of other goods and/or services.

Elucidation of Article 13

Paragraph (1)

Sufficiently Clear

Paragraph (2)

Sufficiently Clear

Article 14

Business practitioners offering goods and/or services meant for trade by giving free gifts in a prize draw are forbidden to:

- a. not make the draw for the free gift after the time limit promised;
- b. announce the result not through the mass media;

- c. give a free gift not in accordance with what was promised;
- d. substitute a free gift not equal in value with the free gift promised.

Elucidation of Article 14
Sufficiently Clear

Article 15

Business practitioners offering goods and /or services are forbidden to do so by force or by other methods which could give rise to physical or psychological disturbance in consumers.

Elucidation of Article 15
Sufficiently Clear

Article 16

Business practitioners offering goods and/or services by orders or reservations are forbidden to:

- a. not fulfil the order or reservation and/or agreement for time of completion in accordance with what is promised;
- b. not fulfil the promise of service and/or performance.

Elucidation of Article 16
Sufficiently Clear

Article 17

- (1) Advertising business practitioners are forbidden to produce advertisements which:
- a. deceive consumers about the quality, quantity, materials, use, and price of goods and/or the charge for services and the punctuality of the dispatch of goods and/or services;
 - b. deceive warranties/guarantees [*sic*] on goods and/or services;
 - c. contain erroneous, wrong, or inaccurate information about goods and/or services;
 - d. do not contain information about the risks of using goods and/or services;
 - e. exploit events and/or persons without a licence from the authorities or the consent of those concerned;
 - f. contravene ethics and/or provisions of legislation concerning advertising.

- (2) Advertising business practitioners are forbidden to continue circulating advertisements which contravene the provisions of paragraph (1).

Elucidation of Article 17

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

CHAPTER V

TERMS INCORPORATING STANDARD CLAUSES

Article 18

- (1) In offering goods and/or services meant for trade, the business practitioner is prohibited from making or including a standard clause in any document and/or contract if:
- a. it states a transfer of the business practitioner's liability;
 - b. it states that the business practitioner is entitled to refuse return of the goods being bought by the consumer;
 - c. it states that the business practitioner is entitled to refuse to return the money paid for the goods and/or services being bought by the consumer;
 - d. it states directly or indirectly a grant of authority from the consumer to the business practitioner to take any unilateral action in relation to the goods being bought on instalment;
 - e. it stipulates proof of loss of use of the goods or utilisation of the services being bought by the consumer;
 - f. it entitles the business practitioner to reduce the utilisation of services or withhold the assets of the consumer which are the object of the sale and purchase of services;
 - g. it states that the consumer is subject to rules in the form of new, supplementary, further and/or further amended rules made unilaterally by the business practitioner during the period when the consumer is utilising the services being bought;
 - h. it states that the consumer gives the business practitioner the power to encumber with a mortgage, pledge, or security over the goods being bought by the consumer on instalment.
- (2) The business practitioner is prohibited from including a standard clause the position or form of which is difficult for the consumer to see or is not clearly legible, or the wording of which is difficult to understand.

- (3) Any standard clause which has been laid down by the business practitioner in a document or contract which fulfils the conditions contemplated in paragraphs (1) and (2) shall be declared void in law.
- (4) Business practitioners are obliged to adapt any standard clauses which conflict with this Act.

Elucidation of Article 18

Paragraph (1)

This prohibition is intended to put the consumer in an equal position with the business practitioner on the principle of freedom to contract.

Item a

Sufficiently Clear

Item b

Sufficiently Clear

Item c

Sufficiently Clear

Item d

Sufficiently Clear

Item e

Sufficiently Clear

Item f

Sufficiently Clear

Item g

Sufficiently Clear

Item h

Sufficiently Clear

Paragraph (2)

Sufficiently Clear

Paragraph (3)

Sufficiently Clear

Item (4)

Sufficiently Clear

CHAPTER VI

RESPONSIBILITIES OF THE BUSINESS PRACTITIONER

Article 19

- (1) The business practitioner is liable for giving damages for any damage, pollution, and/or losses to consumers resulting from the consumption of goods and/or services produced or traded.
- (2) The damages contemplated in paragraph (1) may take the form of a refund of money or replacement with goods and/or services similar in nature or value, or health care and/or a contribution in accordance with prevailing legislation.
- (3) The damages must be given within seven (7) days after the date of the transaction.
- (4) The damages contemplated in paragraphs (1) and (2) do not eliminate the possibility of a criminal suit based on further giving of evidence regarding the existence of the elements of guilt.
- (5) The provisions contemplated in paragraphs (1) and (2) do not apply if the business practitioner can prove that the fault was the consumer's.

Elucidation of Article 19

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Paragraph (3)
Sufficiently Clear

Paragraph (4)
Sufficiently Clear

Paragraph (5)
Sufficiently Clear

Article 20

The business practitioner is liable for advertising produced and all consequences arising from the advertising.

Elucidation of Article 20
Sufficiently Clear

Article 21

- (1) The importer of goods is liable as the manufacturer of the imported goods if the goods are not imported by an agent or representative of a foreign producer.
- (2) The importer of services is liable as the provider of foreign services if the foreign services are not provided by an agent or representative of the provider of the foreign services.

Elucidation of Article 21

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Article 22

The burden of proof of the presence or absence of the elements of guilt in the criminal cases contemplated in Article 19 paragraph (4), Article 20, and Article 21 rests with and is the responsibility of the business practitioner without closing off the possibility of the public prosecutor proving the case.

Elucidation of Article 22

This provision is intended to apply the system of reversal of the burden of proof.

Article 23

A business practitioner who refuses to and/or does not give a response and/or does not meet the consumer's demand for damages as contemplated in Article 19 paragraphs (1) to (4) may be sued before the consumer disputes resolution board or suit may be filed at the forum of justice in the consumer's domicile.

Elucidation of Article 23
Sufficiently Clear

Article 24

- (1) Business practitioners who sell goods and/or services to other business practitioners are liable for consumer demands for damages and/or suits if:
 - a. the other business practitioner sells the goods and/or services to the consumer without making any alteration to them.

- b. the other business practitioner, in doing the sale and purchase transaction does not know of an alteration to the goods and/or services made by the business practitioner or that they are not in accordance with the sample, quality and composition.
- (2) The business practitioner contemplated in paragraph (1) is freed from liability for consumer demands for damages and/or suits if the other business practitioner who bought the goods and/or services makes alterations to the goods and/or services and then re-sells them to the consumer.

Elucidation of Article 24

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Article 25

- (1) A business practitioner who produces goods whose use continues for a period of not less than one (1) year shall provide spare parts and/or after-sales service and shall fulfil any warranty or guarantee in accordance with what was contracted for.
- (2) The business practitioner contemplated in paragraph (1) is liable for consumer demands for damages and/or suits if the business practitioner:
- a. does not provide or fails to provide spare parts and/or repair facilities.
 - b. does not fulfil or fails to fulfil the warranty or guarantee contracted for.

Elucidation of Article 25

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Article 26

The business practitioner trading in services is obliged to fulfil the warranties and/or guarantees agreed on and/or contracted for.

Elucidation of Article 26
Sufficiently Clear

Article 27

The business practitioner producing the goods is released from liability for losses suffered by consumers if:

- a. it is proved that the goods should not have been distributed or were not intended to be distributed;
- b. the defects arose in the goods at a later date;
- c. the defects arose as a result of non-compliance with terms regarding the qualification of the goods;
- d. there was negligence caused by the consumer;
- e. the passage of a period for demands of four (4) years from when the goods were bought or the passage of the time contracted for.

Elucidation of Article 27

Item a
Sufficiently Clear

Item b
Defects arising at a later date are those arising after the date guaranteed by the business practitioner as contracted for whether orally or in writing.

Item c
“Qualification of the goods” means standardisation provisions decreed by the Government under an agreement of all parties.

Item d
Sufficiently Clear

Item e
The time contracted for is the period of the guarantee.

Article 28

The burden of proof of the presence or absence of the elements of fault in the suits for damages contemplated in Article 19, Article 22, and Article 23 rests with and is the responsibility of the business practitioner.

Elucidation of Article 28
Sufficiently Clear

CHAPTER VII
FOSTERING AND SUPERVISION

First Part
Fostering

Article 29

- (1) The government shall be responsible for fostering an implementation of consumer protection which ensures the accessibility of consumers' and business practitioners' rights and the performance of consumers' and business practitioners' obligations.
- (2) The fostering by the government of the implementation of consumer protection contemplated in paragraph (1) shall be carried out by the Minister or the relevant technical ministers.
- (3) The Minister contemplated in paragraph (2) shall coordinate the implementation of consumer protection.
- (4) The fostering of the implementation of consumer protection contemplated in paragraph (2) shall cover efforts towards:
 - a. the creation of a business climate and growth of a healthy relationship between business practitioners and consumers;
 - b. the development of non-governmental consumer protection organisations;
 - c. increasing the quality of human resources and research and development activities in the field of consumer protection.
- (5) Further provisions regarding the fostering of the implementation of consumer protection shall be made by Government Regulation.

Elucidation of Article 29

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Paragraph (3)
Sufficiently Clear

Paragraph (4)
Sufficiently Clear

Paragraph (5)
Sufficiently Clear

Second Part
Supervision

Article 30

- (1) The implementation of consumer protection and the application of consumer protection legislation shall be supervised by the government, society, and non-governmental consumer protection organisations.
- (2) The supervision by the government contemplated in paragraph (1) shall be performed by the Minister and/or the relevant technical ministers.
- (3) Supervision by society and non-governmental consumer protection organisations shall be of goods and/or services circulated in the market.
- (4) If there appears from the results of the supervision contemplated in paragraph (3) to have been any deviation from prevailing legislation and danger to consumers, the Minister and/or the technical ministers shall take action in accordance with the prevailing legislation.
- (5) The results of the supervision performed by society and non-governmental consumer protection organisations may be distributed to the public and forwarded to the Minister and the technical ministers.
- (6) Provisions for the implementation of the task of supervision contemplated in paragraphs (1), (2), and (3) shall be made by Government Regulation.

Elucidation of Article 30

Paragraph (1)
Sufficiently Clear

Paragraph (2)
“Technical minister” means the minister technically responsible according to his field of duty.

Paragraph (3)
The supervision to be performed by society and non-governmental consumer protection organisations shall be carried out on goods and/or services circulated in the market by means of research, testing, and/or surveys.
The aspects of supervision will cover input of information of the risk of using goods if mandated, placing of labels, advertising, etc., as required under the provisions of legislation and normal business practice.

Paragraph (4)
Sufficiently Clear

Paragraph (5)

Sufficiently Clear

Paragraph (6)
Sufficiently Clear

CHAPTER VIII THE NATIONAL CONSUMER PROTECTION BOARD

First Part Name, Domicile, Function, and Tasks

Article 31

In the context of developing consumer protection endeavours, there shall be formed a National Consumer Protection Board.

Elucidation of Article 31
Sufficiently Clear

Article 32

The National Consumer Protection Board shall be domiciled in the capital city of the Republic of Indonesia and shall be responsible to the President.

Elucidation of Article 32
Sufficiently Clear

Article 33

The function of the National Consumer Protection Board will be to give the government recommendations and considerations in endeavours to develop consumer protection in Indonesia.

Elucidation of Article 33
Sufficiently Clear

Article 34

- (1) In order to carry out the function contemplated in Article 33, the National Consumer Protection Board shall have the tasks of:
- a. giving the government recommendations and considerations in the context of drafting policy in the field of consumer protection;
 - b. investigating and reviewing prevailing legislation in the field of consumer protection;
 - c. investigating goods and/or services relevant to consumer safety;

- d. supporting the development of non-governmental consumer protection organisations;
 - e. distributing through the media information on consumer protection and instilling in society attitudes taking the side of the consumer;
 - f. receiving complaints regarding consumer protection from the public, non-governmental consumer protection organisations, or business practitioners;
 - g. carrying out surveys concerning consumer demand;
- (2) In performing the tasks contemplated in paragraph (1), the National Consumer Protection Board may work in cooperation with international consumer organisations.

Elucidation of Article 34

Paragraph 1

Item a
Sufficiently Clear

Item b
Sufficiently Clear

Item c
Sufficiently Clear

Item d
Sufficiently Clear

Item e
“Taking the side of the consumer” means achieving a high level of concern for the consumer (wise consumerism)”

Item f
Sufficiently Clear

Item g
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Second Part

Organisational Structure and Membership

Article 35

- (1) The National Consumer Protection Board shall consist of a chair/member, a vice-chair/member, and at least fifteen (15) and at most twenty-five (25) members representing all elements.
- (2) The members of the National Consumer Protection Board shall be appointed and dismissed by the President on the proposal of the Minister, after consultation with Parliament.
- (3) The term of office of the Chair, Vice-Chair, and members of the National Consumer Protection Board shall be three (3) years and they may be re-appointed once for the next term of office.
- (4) The Chair and Vice-Chair of the National Consumer Protection Board shall be elected by the members.

Elucidation of Article 35

Paragraph (1)

The number of representatives of each element need not be the same.

Paragraph (2)

Sufficiently Clear

Paragraph (3)

Sufficiently Clear

Paragraph (4)

Sufficiently Clear

Article 36

The membership of the National Consumer Protection Board shall consist of elements from:

- a. the government;
- b. business practitioners;
- c. non-governmental consumer protection organisations;
- d. academics; and
- e. experts.

Elucidation of Article 36

Item a
Sufficiently Clear

Item b
Sufficiently Clear

Item c
Sufficiently Clear

Item d
Academics are persons who have a high level of education and are members of higher education teaching staff.

Item e
Experts are persons who are experienced in the field of consumer protection.

Article 37

The pre-requisites of membership of the National Consumer Protection Board are:

- a. Indonesian citizenship;
- b. physical good health;
- c. good behaviour;
- d. never having been convicted of a felony;
- e. knowledge of and experience in the field of consumer protection; and
- f. being aged at least thirty (30).

Elucidation of Article 37
Sufficiently Clear

Article 38

Membership of the National Consumer Protection Board shall cease because of:

- a. death;
- b. resignation of the member's own volition;
- c. residence outside the territory of the Republic of Indonesia;

- d. chronic illness;
- e. expiry of the member's term of service; or
- f. dismissal

Elucidation of Article 38

Item a
Sufficiently Clear

Item b
Sufficiently Clear

Item c
Sufficiently Clear

Item d
Chronic illness to the point of being unable to perform the member's tasks.

Item e
Sufficiently Clear

Item f
Sufficiently Clear

Article 39

- (1) To expedite performance of its tasks, the National Consumer Protection Board shall be assisted by a secretariat.
- (2) The secretariat contemplated in paragraph (1) shall be chaired by a secretary appointed by the Chair of the National Consumer Protection Board.
- (3) The functions, tasks, and procedures of the secretariat contemplated in paragraph (1) shall be stipulated in a decree of the Chair of the National Consumer Protection Board.

Elucidation of Article 39

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Paragraph (3)

Sufficiently Clear

Article 40

- (1) If necessary the National Consumer Protection Board may form representative offices in provincial capitals to assist in the performance of its task.
- (2) The formation of representative offices contemplated in paragraph (1) shall be further determined by a decree of the Chair of the National Consumer Protection Board.

Elucidation of Article 40

Paragraph (1)
Sufficiently Clear

Paragraph (2)

“By a decree” of the Chair of the National Consumer Protection Board means a decree promulgated on the basis of the consensus of the members.

Article 41

In performing its tasks, the National Consumer Protection Board shall work based on procedures governed by a decree of the Chair of the National Consumer Protection Board.

Elucidation of Article 41

“By a decree” of the Chair of the National Consumer Protection Board means a decree promulgated on the basis of the consensus of the members.

Article 42

Funds for the performance of the tasks of the National Consumer Protection Board shall be charged to the state budget and other sources which are in accordance with prevailing legislation.

Elucidation of Article 42
Sufficiently Clear

Article 43

Further provisions regarding the formation of the National Consumer Protection Board shall be made in Government Regulations.

Elucidation of Article 43
Sufficiently Clear

CHAPTER IX

NON-GOVERNMENTAL CONSUMER PROTECTION ORGANISATIONS

Article 44

- (1) The Government shall recognise non-governmental consumer protection organisations which fulfil the requirements.
- (2) Non-governmental consumer protection organisations shall have the opportunity to play an active role in bringing about consumer protection.
- (3) The tasks of non-governmental consumer protection organisations shall cover:
 - a. distributing information in the context of increasing awareness of the rights and obligations and circumspection of consumers in consuming goods and/or services;
 - b. giving advice to consumers who need it;
 - c. working with the relevant agencies in attempting to bring about consumer protection;
 - d. assisting consumers in fighting for their rights, including receiving consumers' grumbles and complaints.
 - e. supervising, together with the government and the public, the implementation of consumer protection.
- (4) Further provisions regarding the tasks of non-governmental consumer protection organisations contemplated in paragraph (3) shall be made in Government Regulations.

Elucidation of Article 44

Paragraph (1)

"Fulfil the requirements" means, among others, being registered and recognised, and being active in the field of consumer protection.

Paragraph (2)

Sufficiently Clear

Paragraph (3)

Sufficiently Clear

Paragraph (4)

Sufficiently Clear

CHAPTER X DISPUTE RESOLUTION

First Part
General

Article 45

- (1) Every consumer harmed may sue the business practitioner through the institution entrusted with the task of resolving disputes between consumers and business practitioners or through the court system under the general court system.
- (2) The resolution of consumer disputes may be followed in or out of court based on the voluntary choice of the parties in dispute.
- (3) The resolution of disputes out of court contemplated in paragraph (2) shall not extinguish criminal liability governed by Law.
- (4) If out of court efforts to resolve consumer disputes are chosen, a suit through the courts may only be pursued if the efforts are declared unsuccessful by one of or by all of the parties in dispute.

Elucidation of Article 45

Paragraph (1)
Sufficiently Clear

Paragraph (2)
The resolution of consumer disputes contemplated in this paragraph does not exclude the possibility of an amicable settlement by the parties in dispute. At each stage attempts to reach an amicable settlement shall be made by the two parties in dispute.

“Amicable settlement” means a settlement by the two parties in dispute (the consumer and the business practitioner) without going through the courts or a consumer dispute resolution body and not contrary to this Act.

Paragraph (3)
Sufficiently Clear

Paragraph (4)
Sufficiently Clear

Article 46

- (1) The suit on the business practitioner’s infringement may be brought by:
 - a. the consumer harmed or by the consumer’s heir;
 - b. a group of consumers who have the same interest;

- c. a non-governmental consumer protection organisation which fulfils the requirements, i.e., which is in the form of a legal entity or foundation and which explicitly states in its articles of association that the purpose of establishing the organisation is in the interests of consumer protection and it has performed activities in accordance with its articles of association;
 - d. the government and/or the relevant agencies if the goods and/or services consumed or made use of have resulted in large-scale material damage and/or not a few victims.
- (2) A suit lodged by a group of consumers, a non-governmental consumer protection organisation, or the government as contemplated in paragraph (1) items b, c, or d, shall be submitted to the general court system.
- (3) Further provisions regarding the large-scale material damage and/or not a few victims contemplated in paragraph (1) item d shall be made in Government Regulations.

Elucidation of Article 46

Paragraph (1)

Item a

Sufficiently Clear

Item b

This Act recognises class actions.

Class actions must be lodged by consumers who have actually been harmed and be provable in law, one piece of evidence of which is proof of the transaction.

Item c

Sufficiently Clear

Item d

The yardstick for large-scale material damage and/or not a few victims to be used is the size of the effect on consumers.

Paragraph (2)

Sufficiently Clear

Paragraph (3)

Sufficiently Clear

Second Part
Dispute Resolution outside the Courts

Article 47

Resolution of consumer disputes outside the courts shall be done in order to achieve an agreement regarding the form and size of damages and/or regarding particular actions in order for an assurance to be given that they will not recur or the losses suffered by the consumer will not be repeated.

Elucidation of Article 47

The form of the assurance contemplated in this matter is a written statement declaring that the action harming the consumer will not be repeated.

Third Part
Dispute Resolution through the Courts

Article 48

Resolution of consumer disputes through the courts is subject to the applicable provisions concerning the general court system, with due attention to the provisions in Article 45.

Elucidation of Article 48

Sufficiently Clear

CHAPTER XI
THE CONSUMER DISPUTES RESOLUTION BOARD

Article 49

- (1) The Government shall form consumer disputes resolution boards in Level II Districts to resolve consumer disputes out of court.
- (2) To be eligible for appointment as a member of a consumer disputes resolution board, a person must meet the following requirements:
 - a. Indonesian citizenship;
 - b. physical good health;
 - c. good behaviour;
 - d. never having been convicted of a felony;
 - e. knowledge of and experience in the field of consumer protection; and
 - f. being aged at least thirty (30).
- (3) The members contemplated in paragraph (2) shall consist of government, consumer, and business practitioner elements.

- (4) The members from each element contemplated in paragraph (3) shall number at least three (3) persons and at the most five (5) persons.
- (5) The appointment and dismissal of the members of the consumer disputes resolution board shall be determined by the Minister.

Elucidation of Article 49

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Paragraph (3)
The consumer elements are non-governmental consumer protection organisations or consumer groups.

Paragraph (4)
Sufficiently Clear

Paragraph (5)
Sufficiently Clear

Article 50

The consumer disputes resolution board contemplated in Article 49 paragraph (1) shall consist of:

- a. a chair/member
- b. a vice-chair/member
- c. members

Elucidation of Article 50
Sufficiently Clear

Article 51

- (1) The consumer disputes resolution boards shall be assisted in carrying out its tasks by a secretariat.
- (2) The consumer disputes resolution board secretariats shall consist of a secretariat head and secretariat members.

- (3) The appointment and dismissal of the consumer disputes resolution board secretariat heads and secretariat members shall be determined by the Minister.

Elucidation of Article 51

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Paragraph (3)
Sufficiently Clear

Article 52

The tasks and authority of the consumer disputes resolution boards include:

- a. handling and resolving consumer disputes by means of mediation or arbitration or conciliation;
- b. giving consumer protection consultations;
- c. overseeing the inclusion of standard clauses;
- d. reporting to the public investigating officer if there is any contravention of the provisions of this Act;
- e. receiving written or non-written complaints from consumers concerning contraventions of consumer protection;
- f. looking into and examining consumer protection disputes;
- g. summoning business practitioners suspected of having committed contraventions of consumer protection;
- h. summoning and bringing before them witnesses, expert witnesses, and/or any person thought to know of a contravention of this Act;
- i. seeking the assistance of investigating officers to bring before it business practitioners, witnesses, expert witnesses, or any person contemplated in items g and h who is unwilling to comply with the summons of the consumer dispute resolution board;
- j. obtaining, perusing and/or assessing letters, documents, or other evidence for the investigation and/or examination;
- k. deciding and determining whether there has been any harm to the consumer;

- l. informing business practitioners who have committed a contravention of consumer protection of the decision;
- m. handing down administrative penalties on business practitioners who contravene the provisions of this Act.

Elucidation of Article 52
Sufficiently Clear

Article 53

Further provisions regarding the implementation of the tasks and authority of the Level II District consumer dispute resolution boards shall be made in ministerial decrees.

Elucidation of Article 53
Sufficiently Clear

Article 54

- (1) To handle and resolve consumer disputes, a consumer dispute resolution board shall form a tribunal.
- (2) The tribunal contemplated in paragraph (1) must have an odd number of members and have at least three (3) members representing all the elements contemplated in Article 49 paragraph (3), and shall be assisted by a Clerk.
- (3) The tribunal's decisions shall be final and binding.
- (4) Further technical provisions regarding the implementation of the tribunal's tasks shall be made in ministerial decrees.

Elucidation of Article 54

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Paragraph (3)
"The tribunal's decisions shall be final" means that there is no legal remedy of appeal or appeal to the Supreme Court in the consumer disputes resolution board.

Paragraph (4)
Sufficiently Clear

Article 55

The consumer disputes resolution boards shall issue decisions no later than twenty-one working days after the suit is accepted.

Elucidation of Article 55
Sufficiently Clear

Article 56

- (1) The business practitioner shall execute the decision of the consumer disputes resolution board contemplated in article 55 no later than seven (7) working days from the receipt thereof.
- (2) The parties may lodge an objection with the District Court no later than fourteen (14) working days after receiving notification of the decision.
- (3) A business practitioner who does not lodge an objection within the period contemplated in paragraph (2) shall be deemed to have accepted the decision of the consumer disputes resolution board.
- (4) If the provisions contemplated in paragraphs (1) and (3) are not implemented by the business practitioner, the consumer disputes resolution board shall deliver the decision to an investigating officer for investigation in accordance with the provisions of prevailing legislation.
- (5) The decision of the consumer disputes resolution board contemplated in paragraph (3) shall constitute sufficient *prima facie* evidence to the investigating officer for an investigation.

Elucidation of Article 56

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Paragraph (3)
Sufficiently Clear

Paragraph (4)
Sufficiently Clear

Paragraph (5)
Sufficiently Clear

Article 57

A writ of execution of the tribunal's decision contemplated in article 54 paragraph (3) shall be sought from the District Court in the place where the consumer was harmed.

Elucidation of Article 57
Sufficiently Clear

Article 58

- (1) The District Court shall issue a decision on the objection contemplated in article 56 paragraph (2) no later than twenty-one (21) days after the objection is received.
- (2) The parties may lodge an appeal to the Supreme Court of the Republic of Indonesia against the District Court decision contemplated in paragraph (1) within a period of no more than fourteen (14) days.
- (3) The Supreme Court of the Republic of Indonesia shall issue its judgement within no more than thirty (30) days from receipt of the petition for appeal to the Supreme Court.

Elucidation of Article 58
Sufficiently Clear

CHAPTER XII INVESTIGATIONS

Article 59

- (1) Apart from State Police Officers of the Republic of Indonesia, certain Civilian State Officials coming under government agencies the scope of whose tasks and responsibilities is in the field of consumer protection are also granted special authority as investigating officers within the meaning of the prevailing Criminal Procedural Law Act.
- (2) The Civilian State Investigating Officers contemplated in paragraph (1) have the authority to:
 - a. carry out examinations of the truth of reports or information related to criminal acts in the field of consumer protection;
 - b. carry out examinations of persons or legal entities suspected of having committed criminal acts in the field of consumer protection;
 - c. ask for information and evidence from persons or legal entities in connection with the occurrence of criminal acts in the field of consumer protection;
 - d. carry out examinations of books, records, and other documents related to criminal acts in the field of consumer protection;

- e. carry out examinations in particular places where it is suspected there may be evidence and to seize contravening goods which could become evidence in criminal cases in the field of consumer protection;
 - f. seek expert assistance in carrying out their tasks of investigating criminal acts in the field of consumer protection.
- (3) The Civilian State Investigating Officers contemplated in paragraph (1) shall inform the Investigating Officers from the State Police of the Republic of Indonesia of the beginning of the investigation and its results.
- (4) The Civilian State Investigating Officers contemplated in paragraph (1) shall forward the results of the investigation to the Public Prosecutor through the Investigating Officers from the State Police of the Republic of Indonesia.

Elucidation of Article 59

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Paragraph (3)
Sufficiently Clear

Paragraph (4)
Sufficiently Clear

CHAPTER XIII
PENALTIES

First Part
Administrative Penalties

Article 60

- (1) The consumer disputes resolution boards shall have the authority to impose administrative penalties on business practitioners who contravene Article 19 paragraphs (2) and (3), Article 20, Article 25, and Article 26.
- (2) The administrative penalties shall be in the form of determination of damages of no more than two hundred million rupiah (Rp. 200,000,000).
- (3) The method of determining the administrative penalty contemplated in paragraph (1) shall be further provided for in legislation.

Elucidation of Article 60

Paragraph (1)
Sufficiently Clear

Paragraph (2)
Sufficiently Clear

Paragraph (3)
Sufficiently Clear

Second Part Criminal Penalties

Article 61

Criminal prosecutions may be carried out against the business practitioner and/or its management.

Elucidation of Article 61
Sufficiently Clear

Article 62

- (1) A business practitioner who contravenes the provisions contemplated in Article 8, Article 9, Article 10, Article 13 paragraph (2), Article 15, Article 17 paragraph (1) items a, b, c, e, paragraph (2), and Article 18 shall be sentenced to a term of imprisonment of not more than five (5) years or a fine of not more than two billion rupiah (Rp. 2,000,000,000).
- (2) A business practitioner who contravenes the provisions contemplated in Article 11, Article 12, Article 13 paragraph (1), Article 14, Article 16, and Article 17 paragraph (1) items d and f shall be sentenced to a term of imprisonment of not more than two (2) years or a fine of not more than five hundred million rupiah (Rp. 500,000,000).
- (3) Contraventions causing serious injury, serious illness, permanent disability, or death shall have prevailing criminal provisions applied.

Elucidation of Article 62
Sufficiently Clear

Article 63

The criminal penalties contemplated in Article 62 may be liable to additional punishment in the form of:

- a. confiscation of certain goods;

- b. publication of the judges' decision;
- c. payment of damages;
- d. an order to stop certain activities causing harm to consumers to arise;
- e. the obligation to withdraw the goods from circulation; or
- f. revocation of business licence.

Elucidation of Article 63
Sufficiently Clear

ARTICLE XIV TRANSITIONAL PROVISIONS

Article 64

All provisions of legislation directed towards consumer protection existing when this Act is enacted are declared to still be in force so long as they are not specifically governed and/or do not conflict with the provisions of this Act.

ARTICLE XV CLOSING PROVISIONS

Article 65

This Act shall come into effect one (1) year after its enactment.

So that all persons may know of it, it is ordered that the enactment of this act be placed in the Statute Book of the Republic of Indonesia.

Ratified in Jakarta
on 20 April 1999

PRESIDENT OF THE REPUBLIC OF INDONESIA

[signed]

BACHARUDDIN JUSUF HABIBIE

Enacted in Jakarta
on 20 April 1999

MINISTER OF STATE FOR THE STATE SECRETARIAT
OF THE REPUBLIC OF INDONESIA

[signed]

AKBAR TANJUNG

STATUTE BOOK OF THE REPUBLIC OF INDONESIA 1999 NO. 42

A true copy

CABINET SECRETARIAT OF THE REPUBLIC OF INDONESIA
Head of Legislative Regulations Bureau I

signature

Lambock V. Nahattands