

Legal Obligations Of Manufacturers In Dealing With Legal Challenges To Compliance With Indonesian-Language Labels On Skincare Imports

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ABSTRACT

In an era of globalization, growing market demands require the business world to be able to adapt to improving its service to consumers. The consumer in this case has the right to obtain the desired product as laid down in Article 4 of the Consumer Protection Act. The purpose of this research is to find out about the legal protection for consumers against imported beauty products (skincare) but do not have the Indonesian language label as loaded in the Consumer Protection Laws No. 8 Year 1999 as well as to know the legal consequences against manufacturers that do not include Indonesians language label on the products sold. The type of research in this research is normative jurisprudence that refers to the collection of data carried out through library studies or secondary data sources. The results of this study show first, that consumers can take legal action against skincare products that do not have the Indonesian label through the court or outside the court. However, the essence of this legal protection is often not used well by consumers when in trouble. Secondly, there are legal consequences for manufacturers that are contrary to the obligation to use labels, i.e. administrative sanctions as well as liability for damages arising based on the principle of absolute liability. Thus, losses suffered by consumers can be claimed for damages such as a refund, replacement of goods, or compensation as charged in the consumer protection laws.

Keywords	Consumer Protection; Skincare; Indonesian Label
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PRELIMINARY

The rapidly evolving market demands make the business world continue to adapt in improving its services to consumers. Rapid developments in the field of technology have been a major driving force in the realization of the era of free trade. Today's technological excellence opens up and expands the information network globally.¹

¹ M. Asryad. S. (2001). Transaksi Bisnis dalam E-Commerce: Studi Tentang Permasalahan Hukum dan Solusinya. Jurnal Hukum Ius Quia Iustum, 16 (8). Hal. 10-29.

The development of information and communications technology offers ease of access in global marketing resulting in foreign products can enter the domestic market of Indonesia more easily including cosmetics. PerBPOM RI No.10 Year 2021 on Business and Product Activity Standards defines cosmetics as materials used by humans outside their bodies such as skin, teeth, external organs, hair, and lips with functions to bring changes to appearance, cleanse, enrich, as well as provide care to the body to good condition.

As in the cosmetic sense above, it can be implied that skin care is a series of skin treatments to provide protection and care to the body that covers the category of cosmetics. In the development of the times, more and more people are using cosmetic products that come from abroad such as China, Korea, and Thailand. As for the data of US\$19.5 million as disclosed in the Central Statistical Authority (2023). The Institute for Development of Economics and Finance (INDEF) stated that 50% of skin care and beauty products originated in China and were sold on the Indonesian marketplace. This shows a significant increase in public consumption in the use of overseas skincare spread across the domestic market. It was uploaded on CNN Indonesia.

Domestic and overseas manufacturers side by side in creating a variety of skin and beauty products (skincare) made with many benefits in order to increase the interest of consumers. Besides, things like this benefit consumers because they can meet their skincare needs as well as with varying skincare brands making consumers more able to make their choices according to their financial capabilities.

This affects the existence of a power imbalance between producers and consumers. Consumers in this case as objects aimed at obtaining the greatest profit by excluding all forms of consumer rights themselves in business activities. For example, the sale of imported skincare sold at a low price in order to attract the consumer, so that then more and more skincare sold on the market without a clear explanation of the product and also the contents contained.

As for the illegal act that is usually committed by manufacturers is not to include Indonesian-language labels on the products sold. As Article 8 paragraph 1 letter J CONSUMER PROTECTION LAWS gives explanation related manufacturers may not sell goods or services by not providing Indonesian language label in the use of such products. As a state of law, Indonesia suggests that all forms of acts within the territory of Indonesia should be subject to applicable provisions, including the use of Indonesian-language labels for entrepreneurs.

PP No. 29 Year 2021 Article 20 paragraph 1 obliges all manufacturers to apply the use of Indonesian language labels on all products sold in Indonesia with the aim of providing information to consumers regarding the content of the products they buy so that then can be avoided from acne, allergies, even irritation.² Product labels made in a foreign language can make it difficult for consumers to get the information loaded in them.³

As for the efforts made by the government to tackle the sale of cosmetics that do not use the Indonesian language label, it has been poured into the BPOM in the form of a license.⁴It's because there's still a lot of fraud in the community. In fact, there are still many products traded without the Indonesian language label that can be seen through the survey carried out by the Chamber of Commerce and Industry of Indonesia (KADIN) against the area of Jakarta, Bali, and also Surabaya there is still a sample of products without the Indonesia language label as written by Herlina (2020).

² I Kadek dkk. (2016). Pengaturan Pencantuman Penandaan Bhs Indonesia. Kertha Semaya 4(2). Hal. 2.

³ *Ibid.* Hal.2.

⁴ Ni Made Dyah Nanda Widyaswari dan Ni Made Ari Yulianti Griadhi. (2017). *Perlindungan Hukum Terhadap Konsumen Terkait Produk Kosmetik*. Kertha Semaya 3(2). Hal 13.

For example, a consumer who started P at the age of 20thn, in the writings of Johanes Galuh Bimantara dkk (2022) was adversely affected by the use of a tool he purchased without the Indodneisa Language label which made it difficult to obtain information. As a result, the product he purchased was not used properly and was financially wasted. This kind of event is interesting to discuss in connection with the importance of implementing all regulations related to Indonesian language labels in particular for import skincare so that similar problems do not occur.⁵

That requires sanctions in order to provide legal protection to consumers. Minimum public knowledge of CONSUMER PROTECTION LAWS can repeat similar events.⁶ Consumer rights are regulated in article 4 of the CONSUMER PROTECTION LAWS which encompasses the right to safety, comfort, as well as safety in consuming the products purchased. It is also the responsibility of the manufacturer to provide a clear and accurate description of the products it sells.

The importance of this research is to remember and be able to implement all forms of consumer rights that require legal protection, especially in terms of safety and also the continuity of the use of imported skincare products used without the presence of Indonesian label. The impact of cosmopolitan protection in this case is beneficial to the well-being as well as public confidence in the products sold. This requires a thorough settlement to ensure legal protection of consumers.

The link between consumer protection law and civil law is very close because consumer law in its discussion is not separate from civil law.⁷ This research can contribute in terms of strengthening civil law and its development within the scope of the perlinkos carried out by identifying weaknesses in the implementation of the rule of law and also providing recommendations for the need for improvement so that the existing legal system can be strengthened. On the basis of the above urgency, this study will discuss the form of legal protection for consumers in the use of indonesian-language skincare imports without label based on the CONSUMER PROTECTION LAWS.

Thus the author is interested in researching and discussing in a scientific work that changes the script entitled "Legal challenges in enforcement of compliance with indonezian-lingual label on Skincare Imports as a form of manufacturer obligation"

METHOD

This research uses normative jurisprudence with the basis of research in normative juridic this is the material of primary and secondary law as research that refers to the regulations of laws and norms that evolve in society.⁸ This method is useful to provide a study and analysis of all legal aspects that exist with legal protection for consumers in the use of skincare products without Indonesian label. As for this study, it uses a conceptual approach so that the author investigates the laws in depth including court rulings and also related legal doctrines. Thus, the purpose of this research is to provide an understanding of the legal framework governing consumer protection as well as its implementation in the case of the use of skincare products that do not have the Indonesian label. This study was also conducted with interviews as supporting data in this study.

⁵ Ibid. Hal.1

⁶ Tri Setiady. (2017). *Perlindungan Hukum Terhadap Konsumen dalam Pelanggaran Ketentuan Label Pangan Yang Dilakukan Pelaku Usaha Berdasarkan UUPK*. Universitas Wiralodra. Hal. 62-78.

⁷ Anis Mashdurohatun. (2018). *Hukum Perlindungan Konsumen (kajian Teori dan Praktik)*. Universitas Islam Sultan Agung. Hal. 9.

⁸ Ibid. Hal. 20.

RESULT AND DISCUSSION

Legal Protection For Consumers With The Use Of Imported Skincare Products Without Indonesian Language Limited

Consumer protection refers to a set of rules relating to consumer rights and obligations that are useful to guarantee legal certainty to the consumer itself.⁹ CONSUMER PROTECTION LAWS describes consumer protection as an attempt to provide legal protection as well as certainty for all forms of consumer rights themselves in transactions and use of products purchased from manufacturers. Such legal protection is protection against all consumer rights as set out in Article 4 CONSUMER PROTECTION LAWS including the purchase of imported products in this case skincare without the Indonesian language label.

The protection of such consumer rights is identical to that of cosmopolitan protection.¹⁰ According to Shidarta, consumer protection is closely linked to legal protection. Therefore, the protection of the law against a person who has been injured will be granted human rights so that he can have the power to obtain compensation for the loss he has suffered. Legal functions such as justice, utility, certainty, order, and peace are reflected in such theory of law that is useful to the injured parties. This theory emphasizes all consumer rights.

Consumer rights are already included in the legislation and should be producers' concerns. But the fact is that producers are often indifferent because of a lack of good faith and a great desire to make a lot of profits.¹¹ The entrepreneur must also comply with article 4 of the CONSUMER PROTECTION LAWS relating to consumer rights.

Regulations relating to consumer rights are not merely inherent in national regulations. Consumer rights are governed by international law. John F. Kennedy argued that there are four consumer rights that should be protected, namely: ¹²

1. The right to safety, or the right to obtain security. In this case, the consumer has the right in obtaining the safety of the product purchased. In the skincare product, a consumer also has a right in acquiring a safe and harmless skincare product.
2. The right of choice, or right to choose. The consumer's right in this case is to determine his choice of a product that he wants to buy.
3. The right to be informed, or the right to obtain information. The right of the consumer in this case is to get information about the product correctly and accurately.
4. The right to be heard, or the right to have been heard. The right of the consumer in this case is his opinion heard along with any form of complaint suffered against the use of the product purchased. This right is very important to manufacturers in order to improve the quality of their products. In the case of skincare products, for example, complaints of skincare users who have been irritated should be heard.

As laid down in article 4 letters a and c of the CONSUMER PROTECTION LAWS relating to consumer rights. In his explanation, that every consumer has the right to security and also information as clearly as possible about the product to be purchased. Next article 8

⁹ Ibid. Hal. 39

¹⁰ Ibid. Hal. 19.

¹¹ Roby D.M.R. (2020). Itikad Baik Pelaku Usaha Berdasarkan UUPK. Jurnal Gagasan Hukum, 2(1). Hal.72.

¹² Ummul Fatimah & Enzus Tinianus. (2019). Perlindungan Yang Diberikan Oleh Consumers International Terhadap Konsumen Dalam Pelayanan Jasa Penerbangan. Jurnal Ilmiah Mahasiswa: Bidang Hukum Kenegaraan, 3(2). Hal 254).

paragraph 1 letter J regulates related actions not permitted by the manufacturer. The obligation of the manufacturer to include the Indonesian language label on all products marketed in the country is regulated in Article 2 paragraph 1 of PERMENDAG No. 73/M-DAG/PER/9/2015.

Based on Article 4 letters a and c, Article 8 paragraph (1) letter j of the CONSUMER PROTECTION LAWS, Article 2 para. (1) of the PERMANDAG Number 73 / M- DAG/ PER/9/2015, as well as the views of Gunawan Widjaya and Ahmad Yani, it can be explained that skin care products without the Indonesian language labels will make it difficult for consumers to use their products in obtaining information regarding the instructions of use, the contents of the ingredients, and the expiry date so that it becomes unsafe to use. The risk of using the wrong product can even lead to harm. With products not labelled in Indonesian, consumers face the challenge of understanding all the information contained in the product. This can affect the health of consumers so consumers can be harmed in various ways. Thus, the consumer has the right to the loss arising from the use of products that do not conform to its standards. Compensation for loss is regulated in article 4 letter h CONSUMER PROTECTION LAWS.

It can be taken as an example against a woman with initials P who is 20 years old who became a victim of the use of skincare products without the Indonesian language label.¹³ The case reflects acts that are contrary to consumer rights. Such skin care products cause severe skin irritation because P is unaware of the measures of use of such products or the active content contained in such products that may cause skin irritations. In addition, every consumer has the right to clear and accurate information about the state of the products offered. In the case of products without the Indonesian language label, it will make it difficult for consumers to obtain information in the use of the product safely and properly so that it constitutes a form of violation of all forms of consumer rights as contained in the CONSUMER PROTECTION LAWS.

In an effort to ensure the rights and safety of consumers, it is thrown into Article 8 paragraph 1 letter j of the UOPK with the aim of providing assurance to the consumer of the understanding of important information about the product used. Further, PERMENDAG No. 73/M-DAG/PER/9/2015 strengthened the provisions by giving obligation to all products sold for purchase in the country to include the Indonesian language label. So that all forms of consumer rights can be protected and avoided from various risks and can provide assistance to consumers to obtain the information needed in using the product range safely according to the information contained. This can give more confidence to consumers to buy products that are sold.

Legal Action Against Skincare Products Imported Without Indonesian Language Labels Under The Consumer Protection Act

The Consumer Protection Act, specifically in article 1, provides a statement on consumer protection which is a form of legal certainty accepted by consumers. In the article, it also affirms that business operators have an obligation to pay attention to consumer rights during the process. This will make the entrepreneur more aware of his responsibilities.¹⁴

Consumers have the right to information in accordance with the provisions of section 4 of the Consumer Protection Act. Ministry of Commerce Regulation No. 73/M-DAG/PER/9/2015 also affirms that in carrying out production and import activities of goods, companies are obliged to include Indonesian language labels when marketed in the country. Skincare imports that do not use the Indonesian language in loading their information, will

¹³ Ibid.

¹⁴ Aulia Muthiah. (2016). *Tanggungjawab Pelaku Usaha Kepada Konsumen Tentang Keamanan Pangan Dalam Perspektif Hukum Perlinkos*. Jurnal Maranatha, hlm. 2.

make it difficult for consumers to understand the meaning of the matter. It is also related to their safety and comfort in using these products. It will also affect consumer health and will suffer losses in the financial economy as well.

Consumers who suffer losses as a result of this have the right to legal protection which can be settled both in court and out of court.¹⁵ Article 45 (a) (2) of the Consumer Protection Act states that consumers and entrepreneurs who dispute then further cause losses as a result of the use of import skincare not labelled Indonesian language, may make a settlement by peaceful means. Disputes may also be settled through the Consumer Dispute Resolution Board (CDPB) or the relevant judicial bodies.¹⁶

The out-of-court settlement of disputes can be carried out through the following 3 (three) ways under section 52 of the Consumer Protection Laws namely:

1. Mediation, which in this case involves negotiations with external parties of a neutral nature. To reach an agreement, there is a mediator to produce a decision that benefits both sides. It is based on the initiative of the parties and is accompanied by the BPSK;
2. Arbitration, which is where it is one of the processes that is said to be quite easy and simple. The two parties give the authority to settle the dispute to the arbitrator who is voluntarily neutral and this decision will be binding on the parties concerned. This process involves the BPSK to terminate and settle it;
3. Conciliation, in which in this process the external parties of a neutral nature will cooperate with the parties involved in the dispute in finding a solution and this right is an alternative in the settlement of disputes which is also accompanied by the passive assembly of the CDPB.

Claims and claims for damages can be filed by consumers who feel injured as a result of import skincare that is not labelled in this Indonesian language. In this case, they will also have the right to legal protection and to administrative sanctions against the perpetrators. The maximum administrative fee is Rs. 200,000,000.00 (two hundred million rupees) which is based on article 60 paragraph (2) of the Consumer Protection Act. However, in fact on the ground, these consumers tend to only file complex to the entrepreneur without going through a legal process. This is very unfortunate given that consumer protection has been established in the Consumer Protection Laws, but it is not exploited optimally by consumers who feel that they are being harmed.

A P (20) initiative woman who was one of the victims of indonesian-language unlabeled skincare imports, made several legal attempts in an attempt to enforce her rights. He can settle disputes peacefully without judicial proceedings by mediation, arbitration, or conciliation through the CDPB Assembly.¹⁷ On the other hand, he is also involved in filing a lawsuit in court when no agreement is reached through an out-of-court. He has the right to claim damages for what has happened in accordance with article 60 paragraph (2) which has been shown earlier. Thus, it can be said that the person concerned is able to undertake legal action with the aim of protecting his rights as a consumer due to the use of imported skincare products not labelled as Indonesian.

Legal Consequences For Business Actors For Imported Skincare Without Indonesian Language Labels

A consumer must have good faith in transacting with the entrepreneur, while the entrepreneur must also have good beliefs in conducting business activities. Both entrepreneurs and consumers must behave well when making transactions for the purchase

¹⁵ Ibid. Hal.44.

¹⁶ Febry Chridanty.(2020). Penyelesaian Sengketa Konsumen Melalui Pengadilan dan Non Litigasi oleh BPSK. Jurnal Magister Hukum Perspektif, 1(2). Hal.57.

¹⁷ Ibid. Hal.41.

of goods and services.¹⁸ Article 4 of the Consumer Protection Laws regulates consumer rights where entrepreneurs are obliged to respect all such rights.

In addition to violating the consumer protection laws, they also violate Regulation No. 73/M-DAG/PER/9/2015 of 2015 so that such consumers have the right to obtain comfort, safety, as well as safety guaranteed in skin care products without the Indonesian language label used. In this case that the consumer is also entitled to claim damages against the producer as has been regulated in BW.

As laid down in Article 1365 BW concerning acts not in accordance with the rules of law applicable can affect the losses that will be accepted by one of the parties that require the perpetrator to compensate for the loss incurred on him. There are four elements of the Psalm: the wrongdoing, the misdemeanor, the loss arising from it, and the causality of the loss that arises from it. Under these circumstances, consumers cannot file a discharge lawsuit because between the importer and the consumer is based on an agreement.

In the consumer protection law, the five (five) principles define the liability of the entrepreneur, namely:

1. The principle of liability based on fault, this principle puts liability can be sought in the event of a mistake occurred as loaded in article 1365BW.
2. Presumption of Liability, the principle that liability remains sued until the truth is revealed and declares he is innocent so that the defendant bears responsibility in proving the truth.
3. Presumption of Non-Responsibility, This principle places the claim without responsibility until the claimant can be proved guilty.
4. The Principal of Strict Liability, this Principle states that the fault is not a determining factor, in conditions of force majeure gives the possibility of the claim to be released.
5. The principle of limitation of liability, this principle limits the liability of the manufacturer to the consumer.

CLOSING

Consumer Protection Act No. 8 of 1999 regulates the rights of consumers injured in the import of non-Indonesian-labeled skincare which relates to consumer rights and obligations, including comfort, consumer safety, safety, and any necessary information related to the product. Examples of cases present give the conclusion that the victim can make a settlement both in court and outside the court Arbitration, which is where it is one of the processes that is said to be quite easy and simple. The two parties give the authority to settle the dispute to the arbitrator who is voluntarily neutral and this decision will be binding on the parties concerned. This process involves the BPSK to terminate and settle it;

What about the legal consequences for the entrepreneurs in this case is in accordance with what is stated in the Act No. 8 of 1999 on Consumer Protection and the Order of the Minister of Commerce No. 73/M-DAG/PER9?2015 was a year of administrative and criminal sanctions. Maximum compensation of Rs. 200,000,000.00 (two hundred also rupiah) which is an administrative sanction and there are also additional penalties such as prohibition of the entrepreneur to undertake certain activities, the seizure and withdrawal of goods in circulation, up to the revocation of business permits. In the case of women with initials P (20) identified in this analysis, based on the provisions of the Consumer Protection Laws, the perpetrators of such enterprises have the potential to obtain sanctions and pay damages;

¹⁸ Ibid. Hal.44.

Education is something that has its own urgency to do, given the importance of understanding information and instructions for use. Entrepreneurs are expected to always respect consumer rights in accordance with what is emphasized in the Consumer Protection Laws and have good faith in business affairs.

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