LEGAL VIEW CONCERNING THE QUOTATION OF EXONERATION CLAUSE IN TRADE AGREEMENT RELATED WITH BOOK III OF BURGERLIJKE WETBOEK JUNCTO LAW NUMBER 8/1999 ABOUT CONSUMER PROTECTION

Name: Intan Mutia Sari
NIM: 31607010

Abstract

The used of standard contract has been forming impact of freedom of contract principle was explain that every people have a freedom to established type, various and content of agreement without brake the rule of regulation, public order and morality. The growth was happen now so many producer concerned a clause within a limited condition or even erase the responsibility to producer or product distributor (saler). This situation make unbalance bargaining position between producer and consumer. One of the applying could see when consumer make a trade agreement with developer would be found a clause concerning about shifted the responsibility such as fine, sanction, and condition of house was accepted by consumer. The problem is how the regulation about consumer protection straighten up protection law for consumer of the quotation of exoneration clause in trade agreement and the legal action that can be done by consumer for the lost in the quotation of exoneration clause in trade agreement.

The method used in research is analytical descriptive with juridical normative approach. The result data are analyzed juridical qualitative so that regulation hierarchy can be observe and also guarantee law certainty.

According to the research, can be known that consumer protection regulation have not fully been able to regulate the quotation exoneration clause in trade agreement. The appearance of many obstacles such as a consumer knowledge, awareness about the rights become inhibiting factor, and then a needed for goods and service was resulted by producer become another inhibiting factor. The Consumer as connected party can be demand by litigation in the civil court and nonlitigation process with some institution like Badan Penyelesaian Sengketa Konsumen.