








LEX JOURNAL: KAJIAN HUKUM DAN KEADILAN

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LEX JOURNAL: KAJIAN HUKUM & KEADILAN

**Consumer Protection against Dropshipper in the Sale and Purchase of
Dropshipping System in Review of Law Number 8 Year 1999 concerning
Consumer Protection**

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ABSTRACT

This research aims to understand, explain and analyze the laws used in the process of Consumer Protection of Dropshippers in the Buying and Selling of the Dropshipping System which is reviewed from Law Number 8 of 1999 concerning Consumer Protection. This research method uses the normative legal research method using a statutory approach, a conceptual approach and a comparative approach. The conclusion of the research results obtained is the legal protection for dropshippers that business actors (suppliers) must be responsible for the goods sold by the dropshipper to buyers or consumers who feel aggrieved. Forms of legal protection against dropshipping can be done preventively and repressively. Preventive legal protection efforts are carried out before a violation or legal dispute occurs, with the aim of preventing the violation of rights or abuse of authority. Repressive legal protection is legal protection in dispute resolution through litigation and non-litigation.

Keywords: Consumer Protection, Dropshipper, Dropshipping

1. INTRODUCTION

Dropshipping is becoming increasingly popular as technology and *e-commerce platforms* develop in Indonesia. *Dropshipping* is simply a buying and selling system that involves three parties at once, namely the buyer, seller and *supplier* (goods

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LEX JOURNAL: KAJIAN HUKUM & KEADILAN

provider). The seller in this context is called a *dropshipper*. This system allows a seller (*dropshipper*) to market products without having to stock goods, by selling products that are directly sent by the *supplier* to consumers. Although it provides interesting business opportunities and facilitates trade, *dropshipping* also raises various issues related to consumer protection, especially in the aspects of quality of goods, delivery, and after-sales guarantee (Susanto, 2023).

In this context, legal protection for consumers involved in *dropshipping* transactions is very important to be guaranteed, so that consumers are not harmed by less transparent or business practices. *Dropshipper* as a party involved in a sale and purchase transaction has an obligation to ensure that the goods sold are in accordance with the description and quality promised, and to provide adequate after-sales service. However, in practice, *dropshippers* often do not have direct control over the quality of goods or the delivery process carried out by *suppliers*, which makes consumers vulnerable to losses (Susanto, 2023).

Law No. 8/1999 on Consumer Protection is the legal basis that provides protection to consumers in Indonesia. This law aims to protect the rights of consumers, ensure that transactions take place fairly, and provide guarantees for the security, quality, and safety of goods and services received by consumers. In the context of *dropshipping*, this law is particularly relevant as it provides a legal basis for consumers to claim their rights in relation to goods or services that are not as promised or that are inadequate. Consumer rights in Law No. 8 of 1999 are regulated in Article 4 letters (a) to (i) which include the right to obtain goods or services that are in accordance with what is promised, the right to obtain clear and correct information, and the right to obtain protection against losses caused by goods or services that do not meet standards (Miru & Yodo, 2017). The obligations of business actors are regulated in Article 7, namely business actors, in this case *dropshippers*, have an obligation to ensure that the goods sold are in accordance with the description given to consumers, and provide clear and correct information

Tersedia di online: <http://ejournal.unitomo.ac.id/index.php/hukum>

E-ISSN: 2580-9113

P-ISSN: 2581-2033

LEX JOURNAL: KAJIAN HUKUM & KEADILAN

about the products and transactions carried out. Product liability for one of the important aspects of consumer protection is the responsibility of business actors for the products sold. Although *dropshippers* do not produce goods, they are still responsible for the goods sold to consumers because they act as sellers in the transaction (Ristianti, 2014).

Dispute Resolution in the Consumer Protection Law also regulates the dispute resolution mechanism between consumers and business actors, including in the case of *dropshipping*. This dispute resolution is important to ensure that consumers have access to compensation or settlement in the event of problems in the transaction (Miru & Yodo, 2017). Selling and buying is a form of exchange transaction between money and goods which is carried out on the basis of mutual consent or agreement of both parties, which is realized through a clear *ijab* and *qabul* statement (Rozalinda, 2016). The sale and purchase carried out by the community is now increasingly developing from the sale and purchase carried out in ancient times, because there are many factors that influence it. One of them is the development of internet technology which greatly affects the function of technology according to the benefits needed by internet users.

Dropshipping is a product sales business without having to own any products. In other words, *dropshipping* is the sale of products where the seller markets their products to consumers by only capitalizing on images from the owner (*supplier*) without having to stock the goods first and sell to consumers at a specified price. So the seller (*dropshipper*) is an active actor looking for consumers. *Dropshipper* is in the form of marketing goods owned by *suppliers* (wholesalers) which are marketed on the *dropshipper's* own social media such as *Instagram*, *Facebook*, *WhatsApp*, and other social media. *Suppliers* are owners of goods (wholesalers) and who send goods / stock goods to *dropshippers* if there are consumers who order goods through *dropshippers*.

Buying and selling in this *dropshipping* system is an option in doing business and is growing rapidly. With this *dropshipping* system, a seller (*dropshipper*) can create his own shop without the need for a lot of capital, because the *dropshipper* does not need to

Tersedia di online: <http://ejournal.unitomo.ac.id/index.php/hukum>

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P-ISSN: 2581-2033

LEX JOURNAL: KAJIAN HUKUM & KEADILAN

own the goods first and also does not take care of shipping goods to consumers because the new *dropshipper* will order the goods to the *supplier* when he gets an. The *dropshipping* system marketing process can be done *online* and *offline*, but usually the *online* method is easier for most people. They do not necessarily have to own the goods, it is enough to use several facilities or media owned by the seller (*dropshipper*) to market the product *online* (Pitriani & Purnama, 2015).

Selling and buying a *dropshipping* system where when a consumer orders goods and pays for the ordered product to the *dropshipper* then the *dropshipper* contacts the *supplier* regarding the availability of the goods ordered by the consumer to the *dropshipper*, then pays for the product according to the consumer's order at the selling price from the *supplier* and includes details of the consumer's biodata (name, address, telephone number) and the name of the *dropshipper's* business store. After getting an order from the *dropshipper*, then the *supplier* sends the goods according to the order from the *dropshipper* and includes the goods sent on behalf of the *dropshipper*. However, in the reality of the practice in the field, it is clear that there are discrepancies in this *dropshipping* system, where there are goods that do not match, defective goods, goods that do not arrive, goods that should be sent to consumers directly must match the images promoted by the *dropshipper*, resulting in consumers complaining to the *dropshipper* and asking for .

This happens among the parties, some of whom are students and non-students who are *dropshipper* entrepreneurs and often experience losses in this *dropshipping* system *online* business. *Dropshipping* is clearly contrary to the context of buying and selling in the Consumer Protection Law, namely that the obligation of business actors must provide truthful, clear and honest information to consumers because this information is a consumer right and also the absence of adequate information from business actors is one of the product defects (defective information), which will greatly harm consumers (Pitriani & Purnama, 2015).

Tersedia di online: <http://ejournal.unitomo.ac.id/index.php/hukum>

E-ISSN: 2580-9113

P-ISSN: 2581-2033

LEX JOURNAL: KAJIAN HUKUM & KEADILAN

Supposedly every product sent *by the supplier* directly to the consumer must be in accordance with the product described by the *dropshipper* according to what the *supplier* provides, the reality is that the product received by the consumer does not match what the *dropshipper* describes, resulting in consumers complaining to the *dropshipper* and asking for. This has happened to one of the parties as a *dropshipper*, which some students as *dropshipper* entrepreneurs have suffered losses in the *dropshipping* business. The one who should be responsible for the replacement of the goods is not the *dropshipper* but the *supplier* (wholesaler). It is clear that the *supplier* is cheating because he has hidden the defects of the goods and covered up the disgrace of his merchandise from the knowledge of the *dropshipper*. The *supplier* in fact does not fulfill the agreement previously agreed by the *dropshipper*, which says that the goods that will arrive later will match the catalog or goods that have been marketed (Karsela, 2020).

2. RESEARCH METHODS

The type of research used is the Normative legal research method. Normative legal research is a research process to examine and study the law as norms, rules, legal principles, legal principles, legal doctrine, legal theory and other literature. It is intended to answer the legal problems under study. Normative legal research in general is only a document study, which uses sources of legal material in the form of laws and regulations, court decisions and decrees, contracts/agreements/contracts, legal principles and principles, legal theories and doctrines of legal experts (Muhaimin, 2020).

Tersedia di online: <http://ejournal.unitomo.ac.id/index.php/hukum>

E-ISSN: 2580-9113

P-ISSN: 2581-2033

LEX JOURNAL: KAJIAN HUKUM & KEADILAN

3. DISCUSSION

Legal Protection in *Dropshipping* According to Law Number 11/2008 on Electronic Information and Transactions

Trade transactions carried out via the internet provide convenience and benefits to consumers on the other hand can cause new problems. Especially in trade transactions through the *dropshipping* system. Broadly speaking, there are several problems that arise related to consumer rights, namely consumers cannot directly identify, see or touch the goods to be ordered and unclear information related to the goods or products offered (Tobing, 2015).

Problems that are detrimental to consumers include mismatches of goods, uncertain information, goods arriving not on time to defective goods and other problems that are detrimental to consumers. The high possibility of risks that will be faced by consumers must of course be accompanied by an increase in the rate of protection of their rights and obligations. Consumers as the aggrieved party have the right to sue the harmful party, namely the *dropshipper*, in court.

So that it has been regulated in Article 38 of the Electronic Information and Transactions Law (UU ITE) explaining that everyone who is harmed in the implementation of electronic transactions can file a lawsuit and if the *dropshipper* or business actor is negligent and irresponsible when implementing the agreement on *e-commerce* transactions, they can then take legal action. Likewise, Article 39 Paragraph (2) of the Electronic Information and Transactions Law explains that settlement by non-judicial means can be carried out by means of arbitration or other alternative institutions. Dispute resolution between *dropshipper* and consumer in this business transaction will certainly involve the parties when the agreement is made either directly or . This non-judicial settlement can take the negotiation route where the settlement time is fast, costs little and is guaranteed confidentiality (Asyadie, 2014).

Tersedia di online: <http://ejournal.unitomo.ac.id/index.php/hukum>

E-ISSN: 2580-9113

P-ISSN: 2581-2033

LEX JOURNAL: KAJIAN HUKUM & Keadilan

Legal Protection of Consumers in *Dropshipping* Buying and Selling Based on the Principles of Consumer Protection

Consumer protection in *online* transactions is a crucial aspect in establishing relationships between business actors and consumers. It aims to provide a guarantee of legal certainty for consumers as buyers, by establishing principles or principles that regulate the interaction and resolution of problems between the parties involved, especially those related to goods and services (Nasution, 1999). Consumer protection law is present to ensure justice for consumers, especially in fulfilling the rights they should receive, providing protection to consumers is an important responsibility for a *dropshipper*, as a form of respect for consumer rights. This protection is an action taken consciously by the *dropshipper* to maintain, respect and fulfill consumer rights. In order to avoid inequality between consumers and *dropshippers* in *online* buying and selling practices, it is necessary to apply the principles of justice that can protect the position of consumers. In this context, consumers are entitled to protection without any detrimental treatment from the *dropshipper*.

This is in line with Article 1 paragraph 1 of Law No. 8/1999 on Consumer Protection, which emphasizes the importance of legal protection in consumer transactions, the protection of consumer rights is also affirmed in Article 4 paragraph 3 of the same Law, which states that every consumer has the right to obtain accurate, clear, and honest information regarding the condition and guarantee of the goods and/or services offered. One of the important principles in consumer protection, namely *The Privity of Contract*, emphasizes that after the establishment of a sale and purchase relationship between the *dropshipper* and the buyer, the business actor has an obligation to provide protection to consumers (Shidarta, 2006). Referring to this principle, consumers have the right to file a lawsuit for compensation if the *dropshipper* is proven to have committed a default. This is in accordance with the previous provision which states that *dropshipper* is obliged to provide accurate, transparent, and honest

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E-ISSN: 2580-9113

P-ISSN: 2581-2033

LEX JOURNAL: KAJIAN HUKUM & KEADILAN

information in the online buying and selling process, a *dropshipper* should fulfill its obligations by providing the best service to consumers.

Protection of consumers should be carried out based on the principles set out in the laws and regulations. One of them is stated in Article 2 of Law no. 8 of 1999 concerning Consumer Protection, which states that the implementation of consumer protection is a joint effort based on five main principles in the framework of national development. One of these principles is the principle of benefit, which implies that all consumer protection activities must provide optimal benefits, both for consumers and business actors. In this context, consumer protection is not only about fulfilling consumer rights, but also ensuring that consumers get the value and benefits of the protection provided by business actors, especially *dropshippers*. In the implementation of consumer protection, the benefit aspect can be felt by both parties, both business actors and consumers, if both uphold good faith and honesty in carrying out *online* buying and selling transactions. With an attitude of mutual trust and honesty, the relationship between business actors and consumers can be established harmoniously without conflict or lawsuits from either party. If a consumer files a complaint, the *dropshipper* is expected to provide a mechanism for submitting statements and clarifications. Through this process, *dropshippers* can respond to consumer aspirations openly and in good faith, and provide an honest explanation of what actually happened. Thus, consumer protection based on the principle of benefits can be applied optimally, so that consumers and society can benefit from existing legal arrangements.

It is important for *dropshippers* to understand the value of benefits in every *online* buying and selling transaction so as not to harm the consumer. The process of submitting complaints is in line with this, namely that consumers have the right to voice the problems they experience. In this case, complaints must be submitted based on the principles of justice in order to obtain proper rights and demand proportional fulfillment of obligations from the *dropshipper*. Thus, *dropshippers* must provide fair protection to

Tersedia di online: <http://ejournal.unitomo.ac.id/index.php/hukum>

E-ISSN: 2580-9113

P-ISSN: 2581-2033

LEX JOURNAL: KAJIAN HUKUM & KEADILAN

consumers in accordance with the principles of justice. This is part of the main objective of consumer protection, namely protecting the interests of consumers in particular and creating a balance for all business actors (Barakatulah, 2008).

In other words, the main objective of consumer protection demands that a *dropshipper* and *supplier* carry out their trading activities by upholding the principles of fairness, in order to protect the interests of consumers. This allows consumers to fairly complain to the *dropshipper* and get proper protection from the *supplier*. In addition, in buying and selling practices, it is also important to pay attention to the principle of balance. This principle emphasizes the need to maintain a balance between the interests of consumers, business actors, and the role of government in order to create harmony in the application and enforcement of laws related to consumer protection (Sadar & Makarao, 2012).

The role of the government is very important as a party that provides protection for consumers, while still considering the principle of balance between the rights possessed by *dropshippers* and consumers, in the implementation of consumer protection, excessive partiality to one party must be avoided. Business actors are also obliged to provide protection that is in line with the provisions stipulated by the government, and pay attention to the balance of rights and obligations. This is in line with the principle of legal certainty, which aims to ensure that both business actors and consumers obey the law and obtain justice in the implementation of consumer protection. The state also has the responsibility to ensure the existence of legal certainty so that the legal certainty obtained by consumers can be received fairly in the implementation of *online* buying and selling (Sadar & Makarao, 2012).

This is in line with the provisions governing consumer protection, especially in terms of legal certainty, as stated in Article 3 paragraph (4) of Law No. 8 of 1999 concerning Consumer Protection. The article states that the purpose of consumer

Tersedia di online: <http://ejournal.unitomo.ac.id/index.php/hukum>

E-ISSN: 2580-9113

P-ISSN: 2581-2033

LEX JOURNAL: KAJIAN HUKUM & KEADILAN

protection is to build a system that guarantees legal certainty, information disclosure, and easy access to information for consumers.

In sales practices, it is not uncommon for *dropshippers* to face various obstacles that cause consumer rights to not be fully fulfilled. One example is when the goods received by consumers do not match the order, due to product mismatches sent by *suppliers* directly to consumers without the knowledge of the *dropshipper*. This is contrary to the principle of consumer security and safety, which aims to ensure security in the use and utilization of goods by consumers, in carrying out *online* buying and selling transactions, it is important for *dropshippers* to be more careful about obstacles like this. *Dropshipper* must ensure that the products to be sent have been carefully checked to be safe and suitable for use by consumers. Thus, the form of protection for consumers can be carried out optimally and in line with the main objective of consumer protection, namely preventing harmful and misleading business practices (Sidabaiok, 2006).

The protection provided by *dropshippers* to consumers aims to prevent consumers from deceptive actions or practices related to goods sold in the *online* buying and selling system. Based on the data obtained, this form of protection is reflected in the way *dropshippers* treat and provide services to consumers in a correct and honest manner. In this case, a *dropshipper* provides good treatment to consumers in accordance with applicable consumer protection principles. Thus, consumer protection can increase business actors' awareness of the importance of protecting consumer rights, thereby encouraging the emergence of an honest and responsible attitude in running a business (Miru & Yodo, 2011).

Thus, it is hoped that no complaints will arise from consumers in *online* buying and selling transactions. However, based on the data obtained, the attitude of responsibility and honesty in consumer protection provided by *dropshippers* is still lacking. According to available information, the quality of goods received by consumers

Tersedia di online: <http://ejournal.unitomo.ac.id/index.php/hukum>

E-ISSN: 2580-9113

P-ISSN: 2581-2033

LEX JOURNAL: KAJIAN HUKUM & KEADILAN

is inadequate in *online* buying and selling transactions. Although consumers feel that the goods ordered are appropriate and the service is good enough, the information provided about the goods is incomplete.

In this case, the *dropshipper* tries to provide an opportunity for consumers to bargain or negotiate regarding the price or condition of the goods. Thus, negotiations become an opportunity for consumers to obtain their rights through the channels provided by the *dropshipper*, so that consumer protection can be realized in *online* buying and selling transactions. This is in line with Article 3 Paragraph (3) of Law Number 8 of 1999 concerning Consumer Protection which states: "Increase consumer empowerment in choosing, determining, and demanding their rights as consumers." With this opportunity, consumers can choose and determine the goods to be purchased through negotiation channels provided by the *dropshipper*, which greatly helps consumers in obtaining their rights. This is in accordance with the principle of benefit, where protection through negotiation before the sale and purchase process provides benefits to consumers. When providing protection through negotiation, the *dropshipper* tries to provide a detailed explanation and convey information related to the goods. The goal is that consumers can understand and get complete information. However, in practice, there is often a lack of information provided by the *supplier* so that what is conveyed later is what the *dropshipper* explains to consumers in *online* buying and selling transactions. As a result, the lack of information received by consumers can cause disappointment when the goods received are not as expected. Even though the *dropshipper* has provided information in accordance with the catalog, the information is often not detailed enough regarding the goods being sold because the *supplier* is cheating. As regulated in Article 3 paragraph 4 of Law No. 8 of 1999 concerning Consumer Protection, namely: "Creating a consumer protection system that contains elements of legal certainty and openness of information and access to information," the information received by consumers should be conveyed clearly and openly during this

Tersedia di online: <http://ejournal.unitomo.ac.id/index.php/hukum>

E-ISSN: 2580-9113

P-ISSN: 2581-2033

LEX JOURNAL: KAJIAN HUKUM & KEADILAN

negotiation process, so that consumers get complete information. Overall, the form of protection provided has covered most of the principles of consumer protection, such as the principle of benefits, the principle of justice, the principle of balance, the principle of consumer security and safety, and the principle of legal certainty.

4. CONCLUSION

The form of legal protection becomes 2 kinds, namely preventive legal protection and repressive legal protection. Preventive legal protection in buying and selling transactions using the *dropshipping* system serves to prevent consumers from being harmed. If business actors implement Article 7 letter (a) of Law Number 8 of 1999 concerning Consumer Protection, namely that business actors must act in good faith when conducting buying and selling transactions, and when business actors have implemented it, this prevents. *Repressive* legal protection when resolving consumer disputes is divided into two, namely through litigation and non-litigation channels. Based on Article 48 of Law Number 8 of 1999 concerning Consumer Protection, litigation settlement is by filing a lawsuit with the court in the general judicial circle. Legal protection for *dropshippers* in the Consumer Protection Law is regulated in Article 19 Paragraph (1) which states that business actors are responsible for providing compensation for damage, pollution, and/or losses suffered by consumers as a result of consuming goods and/or services produced or traded. Legal protection for consumers in the Consumer Protection Law is clearly regulated in Article 19 Paragraph (1), which states that business actors are obliged to compensate for losses arising from inappropriate buying and selling transactions.

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