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Legal Protection for Parties Involved in a Contract Manufacturing Agreement

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Abstract: This study aims to analyze the implementation of legal protection for the parties involved in a toll manufacturing (maklon) service agreement at CV X in City M. The research employs an empirical legal methodology, incorporating qualitative, case-based, and statutory approaches. Data were collected through interviews and observations. The findings indicate that legal protection is implemented through oversight, the application of good faith, education, human resource development, quality assurance, and insurance. Legal protection is facilitated via both preventive mechanisms to forestall potential breaches and repressive mechanisms to resolve disputes. Agreements drafted in accordance with legal requirements and fundamental contractual principles serve as the basis for protecting the parties involved. Consequently, legal protection at CV X is enacted through both preventive and remedial measures, designed to minimize the risk of breach of contract and ensure legal certainty within the contractual relationship.

Keywords: Legal Protection, Cooperation Agreement, Contract Manufacturing Services, Consumer Protection.

INTRODUCTION

Corporate law encompasses the entire body of legal principles governing all aspects of a company's activities, from its establishment and operational processes through to its dissolution (Asikin & Suhartana, 2020). Not all business entities are legal entities. Business entities are classified into two categories: those with legal entity status and those without. Business entities with legal personality include limited liability companies (PT), cooperatives, public companies, regional companies, and foundations, while business entities without legal personality include civil partnerships, firms, and limited partnerships (CV).

A limited partnership, commonly known as a CV (Commanditaire Vennootschap), is the most widely used business entity by small and medium-sized entrepreneurs as a form of business organization in Indonesia (Asikin & Suhartana, 2020). A business entity has business

relationships with individuals that can give rise to legal relationships. One such legal relationship that can arise from a business relationship is a contract.

The rapid development of the business world requires cooperation agreements to fulfill the rights and obligations of the parties entering into the agreement. The existence of these rights and obligations provides legal protection for the parties entering into a cooperation agreement. Legal protection is provided to prevent problems from arising and to resolve them if they do occur. However, in reality, not all rights and obligations are carried out properly and as intended. In practice, not all cooperation agreements proceed smoothly; there is a possibility that one party may breach the agreed-upon agreement or commit a breach of contract. The term “breach of contract” originates from Dutch, meaning “poor performance” (Subekti, 2005). Such poor performance occurs when one party reneges on the agreement that has been made.

One common issue in contract manufacturing service agreements is the occurrence of “hit-and-run” cases carried out by the Client or service recipient. Such issues result in losses for the service provider. (Interview with the Owner of CV X in City M, 2025) Contract manufacturing is a manufacturing company that provides services for product production. Every business operator must comply with the quality requirements of Good Manufacturing Practices for Cosmetics (GMP) as a legal guideline (Tsabita et al., 2023). Contract manufacturing services are often utilized by companies or individuals to enter into cooperation agreements for the production of beauty products. The availability of contract manufacturing services simplifies the process of building one’s own business without the need for equipment or raw materials.

The agreed-upon cooperation agreement stipulates that the Client may make a 50% down payment and settle the balance once the product has been manufactured; however, the service provider’s right to receive payment as agreed has not been fulfilled by the client. In addition to issues of breach of contract under the cooperation agreement, the Client, as the recipient of contract manufacturing services, has also received complaints from third parties or consumers. The majority of complaints received are related to product packaging that is damaged upon receipt by the consumer. This is largely caused by the negligence of the shipping company delivering the products to the consumer (*Interview with the Owner of CV X in City M, 2025*).

Legal protection is not limited to product users or end consumers; parties to a contract manufacturing agreement such as service providers and service recipients must also be afforded legal protection. Legal protection ensures that these parties receive their rights and provides safeguards for those who become victims or suffer harm. Should any of the aforementioned issues arise, the parties involved receive fair and appropriate legal protection. Legal protection can be provided after a dispute arises or even before a dispute arises through preventive measures (Pase et al., 2026).

Based on the issues outlined above, the researcher is interested in examining legal protection for the parties in a cooperation agreement and will present solutions to these issues in titled **“Legal Protection for Parties Involved in a Contract Manufacturing Services Cooperation Agreement.”**

METHOD

This study employs an exploratory case study design, focusing on CV X in City M as the research site and the owner of CV X as the sole informant purposively selected due to their knowledge of and direct involvement with the subject matter (Muhaimin, 2020). Data collection involved semi-structured interviews, direct observation, and a review of relevant documents. Interviews were conducted face-to-face using a guide aligned with the research focus; responses were recorded, documented, transcribed, and verified to ensure accuracy. Observations at the site focused on conditions, activities, and practices related to the research problem, guided by a predetermined checklist of aspects. In addition to interview and

observation data, the study utilized relevant documents, records, and agreements to support and strengthen data interpretation (Neuman, 2012). All data underwent descriptive analysis involving organization, reduction, thematic categorization, interpretation, and conclusion drawing. The coding process entailed identifying information relevant to the research focus, grouping it into pertinent themes, and comparing information across sources via data triangulation to verify the consistency of findings. Interview excerpts are presented anonymously and linked to relevant findings to maintain traceability between empirical data and the analysis. The confidentiality of the informant's identity and sensitive information was upheld throughout the study in accordance with the informant's consent; however, the study is limited by its reliance on a single informant, meaning the findings are not intended for generalization to all business entities or a broader population, but rather serve as an exploratory overview of the specific case under study (Fatoni, 2011).

RESULTS AND DISCUSSION

Implementation of Legal Protection for Parties Involved in Contract Manufacturing Service Agreements

The legal protection measures implemented for the parties to the contract manufacturing service agreement are as follows (*Interview with the Owner of CV X in City M*, 2025):

1. Audits and Oversight

The production process carried out after the cooperation agreement is finalized will be supervised by the Indonesian Food and Drug Monitoring Agency (BPOM) as a form of legal protection provided to CV X in City M. Inspections will be conducted on a routine or ad hoc basis, covering both facilities and cosmetic products (Satrio, 1992).

2. Good Faith and the Client's Right to Payment Regarding "Hit and Run" Actions

"Hit and run" actions constitute the most common form of breach of contract committed by clients. "Hit and run" refers to a customer arriving to purchase an item but failing to complete the transaction. Instead, they simply disappear without confirmation (Kurniawan, 2021). The cooperation agreement stipulates that payment may be made via a down payment (DP), followed by final payment once the goods are produced. However, some Clients engage in "hit and run" behavior for various reasons, thereby causing harm to CV X in City M. The legal protections that can be provided to CV X in City M as the service provider rely on the clients' good faith and awareness. There are currently no definitive repressive legal remedies (enforcement measures) for the hit-and-run actions committed by clients.

3. Insurance and Quality Guarantees

Insurance and quality guarantees serve as forms of legal protection provided by the parties to consumers. Insurance claims can be filed when consumers receive products in defective or damaged condition; for the return process, evidence such as unboxing videos or photos of the damaged product must be included. Additionally, quality guarantees ensure that products used by consumers do not cause side effects that could endanger them.

4. Providing Education

Another form of protection provided is educating the Client and consumers about the products being produced. This education aims to ensure the Client understands the product's contents, serving as a preventive measure to ensure consumers, as product users, do not experience adverse effects.

5. Improvement of Human Resources Quality

The mutually agreed-upon cooperation agreement led to negligence on the part of CV X employees in City M, prompting CV X in City M to provide training. Through this training period, better-qualified personnel will be developed to prevent negligence, ensuring the cooperation agreement proceeds as stipulated.

Legal Protection Measures for the Parties to a Contract Manufacturing Services Agreement

The research findings will discuss legal protection measures for the parties to a contract manufacturing services agreement, namely the contract manufacturer or business operator, the service recipient or client, and the consumer. The laws and regulations do not specify in detail the legal protection for the parties in a contract for contract manufacturing services, but overall, the contract is governed by the Civil Code. The executed contract must not conflict with the principles of contract law and must meet the requirements for a valid contract. When viewed from the principles of contracts, the drafting of an agreement must be in accordance with the mutual consent of the parties, free from coercion by any party; the parties are free to act or refrain from acting; the agreement serves as a binding law for the parties who enter into it; and the agreement must be performed in good faith and in accordance with the interests of the parties or third parties (Purba, 2022).

The requirements for a valid agreement also include legal protection in the form of prevention. A cooperation agreement must be made based on the agreement of the parties who will bind themselves to it with the aim of preventing intervention from outside parties. A cooperation agreement is entered into by legally competent individuals so that they may be held accountable and carry out the agreement in accordance with the mutual agreement; the agreement must contain specific provisions regarding what may be provided, done, or refrained from doing. In drafting a cooperation agreement, it must not conflict with the law, public morality, or public order (Muwahid, 2017).

A cooperation agreement also serves as a means of providing legal protection. It can offer legal protection in the form of prevention and dispute resolution. Legal protection through prevention is evident in the rights and obligations outlined within the agreement, while protection through dispute resolution is reflected in provisions such as the settlement of disputes via non-litigation channels (*Interview with the Owner of CV X in City M*, 2025).

Pursuant to Article 48 of Government Regulation No. 7 of 2021 on Facilitation, Protection, and Empowerment of Cooperatives and MSMEs, microenterprises receive legal protection in the form of preventive and repressive measures, which include the provision of legal assistance and advisory services for microenterprises. While this law does not explicitly address legal protection for parties involved in contract manufacturing service agreements, it provides legal assistance and advisory services for micro-enterprises, including: legal counseling, legal consultations, mediation, drafting of legal documents, and out-of-court representation (Hernoko, 2010).

Legal protection for consumers is regulated under Law No. 8 of 1999 on Consumer Protection. This law also provides legal protection to consumers in the form of preventive and remedial measures. Legal protection is provided to consumers to ensure they exercise their rights as consumers and as a form of accountability toward consumers. The protection provided under the Consumer Protection Law takes the form of business operator liability, guidance, and supervision (Joesoef, 2022).

Legal protection for parties in business relationships must be determined based on the underlying legal relationship and transaction type; consequently, not all disputes involving service providers, clients, end consumers, or carriers are automatically subject to the same legal regime. In relationships between service providers and clients based on cooperation agreements or transactions between business actors, the parties' rights and obligations are primarily determined by the agreement's terms with due regard for Articles 1320 and 1338 of the Indonesian Civil Code regarding the validity and binding force of contracts while a failure to meet payment obligations within the agreed timeframe and terms is analyzed as a breach of contract (*wanprestasi*) under Articles 1238, 1243, 1246, 1266, and 1267 of the Civil Code; this encompasses potential claims for performance, damages, contract rescission, and other legally

agreed consequences, such as interest or the enforcement of guarantees, provided there is a contractual basis for them. Law No. 8 of 1999 concerning Consumer Protection applies if the legal relationship meets the definitions of "business actor" and "consumer" set forth in the law taking into account the rights and obligations of business actors under Articles 6 and 7 meaning it is inappropriate to use this law as the primary basis for collecting outstanding payments in business-to-business relationships. Where a carrier is involved, liability must be analyzed separately based on the carriage agreement and the losses actually incurred during the shipping process; meanwhile, BPOM oversight focuses on safety, quality, and compliance with product regulations within its jurisdiction, rather than serving as a mechanism for debt collection. For micro and small enterprises meeting the eligibility criteria, Government Regulation No. 7 of 2021 provides various forms of facilitation and protection including specific assistance or support but these provisions do not supersede contractual legal remedies for obtaining payment for performance already rendered. Dispute resolution may be pursued through negotiation, mediation, litigation, or arbitration, in accordance with the parties' agreement and relevant clauses; arbitration may only be utilized if there is a written arbitration agreement, as required by Law No. 30 of 1999. Thus, while good faith as recognized in contract law is an inherent principle in the performance of contractual relationships, it does not in itself constitute a legal remedy for resolving a payment default; rather, the appropriate legal remedy must be determined based on the terms of the agreement, the nature of the breach, the respective rights and obligations of the parties, any agreed-upon security or retention mechanisms, and the applicable dispute resolution forum (Khairandy, 2003).

Additional legal protection available to parties involved in a contract for contract manufacturing services is outlined in Article 2 of the Arbitration and Mediation Act, which provides dispute resolution mechanisms and addresses disagreements between parties within a specific legal relationship established by a contract. The procedures for conducting arbitration and the APS are set forth in Article 6, which covers time limits, arbitration procedures, the appointment of a mediator, and the settlement of disputes (Badrulzaman et al., 2001).

Protection is also provided by the Food and Drug Supervisory Agency (BPOM). This legal protection is implemented as an effort to prevent violations from occurring. This protection is set forth in Food and Drug Supervisory Agency Regulation No. 12 of 2023 on the Supervision of the Manufacture and Distribution of Cosmetics (Harahap, 1986).

The regulation was established to protect the public from cosmetics that do not meet safety, efficacy, and quality requirements, as well as to ensure that cosmetic manufacturing and distribution facilities have implemented these requirements. Supervision is carried out through inspections conducted on a routine or ad hoc basis. These inspections are conducted to ensure compliance with standards in accordance with applicable laws and regulations (Pratomo, 2016).

Implementation of Legal Protection for Parties Involved in Contract Manufacturing Service Agreements

A contract for contract manufacturing services entered into by CV X with the Client does not preclude the possibility of a breach of contract. If, under the contract, one party fails to fulfill its obligations, it must be held liable in accordance with the terms set forth in the contract for contract manufacturing services. Contract manufacturing is a service provided by a company to produce a product in accordance with the requests and agreements of the parties (Miru & Pati, 2020).

Contract manufacturing offers numerous benefits, such as the client not needing to own the equipment and materials required to produce cosmetics, thereby reducing production costs. Based on observations and interviews, the contract manufacturing cooperation agreement between the service provider (CV X) in City M and the client has met the fundamental

principles of a contract and also satisfies the legal requirements for a valid agreement, which served as the basis for drafting the cooperation agreement. The following are the principles of the agreement implemented by CV X in City M with the Client:

1. Principle of Consensualism

The application of the principle of consensualism in the contract for contract manufacturing services between CV X in City M and the Client is evident in the mutual agreement between both parties regarding price, quantity, payment mechanisms, product delivery, as well as penalties and dispute resolution. The parties involved in the creation of the cooperation agreement were not acting under duress, were not coerced by any party, and there were no elements of fraud involved (Miru & Pati, 2014).

2. Principle of Freedom of Contract

The application of the principle of freedom of contract in the contract manufacturing cooperation agreement between CV X in City M and the Client can be seen in the parties' freedom to determine the contents of the agreement. Both CV X in City M and the Client are granted the freedom to act or refrain from acting in ways that will be reflected in the rights and obligations outlined in the cooperation agreement (Marilang, 2013).

3. The Principle of Pacta Sunt Servanda

The application of the principle of Pacta Sunt Servanda in the contract manufacturing cooperation agreement between CV X in City M and the Client is evident in the execution of product manufacturing. CV X in City M must manufacture the product in accordance with the agreed-upon agreement and must comply with the Good Manufacturing Practice for Cosmetics (GMP). This principle affirms that the cooperation agreement serves as a binding law for the parties involved in the agreement (Juwana, 2012).

4. The Principle of Good Faith

The application of the principle of good faith in the contract manufacturing service agreement between CV X in City M and the Client can be seen in the fact that the parties entering into the agreement have good faith to carry out the entire contents of the agreement. Based on the results of observations and interviews, the party in breach still has good faith to resolve the issue (Soekanto, 2014).

5. Principle of Personality

The application of the principle of personality in the contract for contract manufacturing services between CV X in City M and the Client can be seen in the fact that the contract was created for the parties' personal interests or may be represented by a third party. In practice, the contract was created based on the parties' personal interests for business purposes (Badrulzaman, 2006).

Based on the results of observations and interviews, and considering the subjective requirements, the contract for contract manufacturing services between CV X in City M and the Client has been executed in accordance with the agreement between the parties. The contract was executed without any mistake, duress, or fraud. The contract for contract manufacturing services was entered into by parties who are legally competent, capable of performing legal acts, and liable. The contract was entered into by individuals over the age of 21 who are not under the guardianship of another person (Budiono, 2006).

The cooperation agreement also meets objective requirements; the agreement involves a specific consideration to provide something, perform an act, or refrain from performing an act. In its implementation, the parties have agreed on the production cost of the product and the order quantity. In its implementation, the content of the cooperation agreement does not conflict with laws and regulations, moral norms, or public order. Consequently, the contract for contract manufacturing services is not void ab initio (R. Setiawan, 1979).

Based on the cooperation agreement entered into by the parties, it is possible for one or both parties to commit a breach of contract or fail to fulfill their obligations as stipulated in the agreement. One example of a breach of the contract for contract manufacturing services discussed in this paper is when the Client or the service recipient engages in a “hit-and-run” tactic, which can cause losses for the service provider (Subekti, 1995).

In the event of a breach committed by one or both parties to the contract, legal protection is necessary. Legal protection is provided to ensure legal certainty for the parties involved in the contract for contract manufacturing services. If such a breach occurs, legal protection may be provided to CV X in City M by requiring the party that committed the “hit-and-run” action to act in good faith to pay the shortfall from the price agreed upon in the agreement. CV X in City M has made collection efforts toward the Client, yet in reality, not all Clients have demonstrated good faith or the willingness to make full payment (Marzuki, 2008).

CV X in City M, which operates in the contract manufacturing sector producing cosmetics, is subject to oversight by the Food and Drug Supervisory Agency (BPOM). Pursuant to Article 2(2) of Presidential Regulation No. 80 of 2017 on the Food and Drug Supervisory Agency, BPOM is tasked with conducting oversight, including over cosmetics, in accordance with applicable laws and regulations. In practice, CV X in City M has been subject to BPOM oversight regarding its production processes, and it has been confirmed that all products manufactured comply with GMP (Good Manufacturing Practice) standards. The implementation of GMP is part of the audit and oversight process. The audits and oversight conducted by BPOM cover not only the raw materials used and production processes but also the facilities utilized by the business operator (Peraturan BPOM No 25 Tahun 2019 Tentang Pedoman Cara Pembuatan Kosmetika Yang Baik, 2019).

One form of legal protection in the form of preventive measures for CV X in City M, implemented by CV X in City M itself, is providing training to its employees. This training program is designed to help improve employees’ mindset, skills, and knowledge in the field of cosmetics production (Subekti & Tjitrosudibio, 2022).

The form of legal protection provided by the government takes the form of Technical Guidance on Legal Counseling and Assistance Services for MSME Facilitators (non-physical DAK) organized by the Central Java Provincial Cooperative and SME Office as an implementation of Government Regulation No. 7 of 2021 on Facilitation, Protection, and Empowerment of Cooperatives and MSMEs. The training aims to make it easier for micro, small, and medium-sized business owners to access legal assistance and advisory services (Dinas Koperasi Usaha Kecil Menengah, 2022).

The Central Java Provincial Government also provides legal assistance in collaboration with the Central Java Micro, Small, and Medium Enterprises (MSME) Agency and the Islamic Legal Counseling and Assistance Institute (LPKBHI) at UIN Walisongo. Legal assistance is provided free of charge to Micro, Small, and Medium Enterprises (MSMEs) with the aim of enhancing competitiveness and focusing on increasing revenue and product quality, as well as providing assistance with issues related to breach of contract and other matters (Pemerintah Provinsi Jateng, 2024). The implementation of legal protection provided by the government serves as a form of both preventive and repressive legal protection for business operators.

The legal protection provided to Clients by CV X is implemented by offering education regarding product familiarization prior to entering into a cooperation agreement. This product familiarization ensures that Clients understand the products to be produced. Additionally, CV X provides quality assurance to Clients by inspecting products before shipping them to Clients (I. K. O. Setiawan, 2015).

Further legal protection is provided to consumers. As product users, consumers are afforded legal protection through education provided by the Client. Clients typically provide this education via social media platforms to promote their products. Other forms of legal

protection for consumers include product insurance and quality guarantees. Product insurance aims to replace or accept returns for products if a consumer who purchased the product online receives it in a damaged condition. Products are damaged upon receipt by consumers primarily due to negligence on the part of the shipping carrier, as the Client always inspects the products before shipment. This insurance system requires video unboxing evidence or other acceptable proof demonstrating that the product was indeed received with damaged packaging. The provision of a quality guarantee ensures that consumers using the product do not experience side effects that could endanger them. To date, there have been no complaints or reports regarding product incompatibility caused by the product's composition itself (Suharnoko, 2014).

Based on the legal protections outlined above, CV X's rights as a business operator have been partially fulfilled regarding receiving payment in accordance with the agreement, obtaining legal protection, and defending itself in resolving disputes. Likewise, the consumer's rights have been fulfilled, including the right to comfort, safety, and security in consuming the product; the right to accurate, clear, and honest information regarding the product's condition and guarantees; the right to have their complaints heard; and the right to receive a replacement for a defective product (Prodjodikoro, 2022).

Legal Protection for the Parties to a Contract Manufacturing Cooperation Agreement

From a subjective standpoint, a cooperation agreement must be executed in accordance with the parties' mutual agreement. The agreement must be executed without intervention from any third party, without coercion or mistake, and without fraud. A cooperation agreement must be entered into by parties who are legally competent and capable of performing legal acts, and who can be held responsible for the consequences (Satrio, 1994).

A cooperation agreement must also be based on objective requirements, so that the agreement is not deemed null and void. A contract involves a specific obligation to provide something, perform an act, or refrain from performing an act. The terms of the contract must not conflict with laws and regulations, moral norms, or public order. In addition to meeting the legal requirements for a contract, a cooperation agreement must also comply with the principles of contract law. These principles serve as the foundation for drafting a cooperation agreement. If the drafting of a cooperation agreement meets the legal requirements for a contract and the principles of contract, it serves as a form of legal protection for the parties entering into the agreement (Muljadi & Wijaya, 2004).

Legal protection is the safeguard provided to legal entities to prevent them from being interfered with or violated by other legal entities. Legal protection in a contract for contract manufacturing services is enshrined in several laws and regulations, although not detailed in writing. Legal protection for the parties involved in a contract for contract manufacturing services takes two forms, namely:

1. Preventive Legal Protection (prevention)

Government Regulation No. 7 of 2021 on Facilitation, Protection, and Empowerment of Cooperatives and Micro, Small, and Medium Enterprises (MSMEs) essentially provides protection for CV X in City M as a micro enterprise. Pursuant to Article 48(3), which states that the preventive legal protection provided to microenterprises—or so-called contract manufacturing service providers—consists of legal assistance and advisory services, including legal counseling, legal consultation, and the drafting of legal documents. In addition to protection, microenterprises are also granted empowerment as stipulated in Article 60 regarding the provision of promotional spaces and business development opportunities for microenterprises within public infrastructure (Fuady, 2007).

Law No. 8 of 1999 on Consumer Protection is fundamentally used as a preventive legal protection measure provided by the government to consumers. Legal protection in the form

of guidance and supervision is stipulated in Article 29(1) and Article 30. The guidance provided by the supervisory body includes gathering information on the risks associated with the use of cosmetic products, labeling, advertising, and other related matters. Supervision is employed to prevent violations committed by business operators (Amin, 2023).

The Food and Drug Supervisory Agency (BPOM), as the body responsible for supervising cosmetic products, also plays a role in providing legal protection as regulated in Food and Drug Supervisory Agency Regulation No. 12 of 2023 on the Supervision of the Manufacture and Distribution of Cosmetics. Supervision is carried out through inspections of facilities and cosmetics.

2. Repressive Legal Protection (Resolution)

One common issue arising from contract manufacturing service agreements is a breach of contract by the service recipient, often involving a “hit-and-run” tactic. A form of repressive legal protection (resolution) available to businesses is the service recipient’s good faith effort to make payment in accordance with the agreed-upon amount. Other forms of repressive legal protection may include resolution through litigation or non-litigation channels, or the renewal or amendment of the cooperation agreement clauses (Salim, 2005).

The legal remedies (resolutions) available to business operators or contract manufacturing service providers are outlined in Law No. 8 of 1999 on Consumer Protection. Such remedies include the service recipient’s good faith obligation to make payments in accordance with the terms of the cooperation agreement. Contract manufacturing service providers may defend themselves in resolving disputes with service recipients and seek to restore their reputation if it is proven that they did not commit any wrongdoing and caused no harm to the service recipient (Radbruch, 1950).

Repressive legal protection measures for contract manufacturing service providers are also stipulated in Government Regulation No. 7 of 2021 on Facilitation, Protection, and Empowerment of Cooperatives and MSMEs. Pursuant to Article 48(3), which states that preventive legal protection provided to micro-enterprises—referred to here as contract manufacturing service providers—consists of legal assistance and support services, including mediation and out-of-court assistance (Miru, 2008).

Repressive legal protection measures for service recipients—referred to in this text as Clients—can be summarized based on the cooperation agreement established between the service provider and the Client. Such measures include providing compensation or damages if the service provider breaches the contract, as well as access to non-litigious dispute resolution mechanisms as stipulated in the Consumer Protection Law. Additionally, service recipients are entitled to legal protection regarding issues caused by end consumers or product users, such as legal protection against consumers acting in bad faith regarding payments that do not align with the agreement (Adhyaksa, 2024).

Third parties or end consumers, as product users, are also provided with legal remedies (resolution). Legal protection for consumers aims to safeguard them against actions by business operators or service providers that may harm consumers, as well as to enhance consumer awareness and empowerment to secure their rights. The repressive legal remedies provided to consumers may include compensation, damages, and/or replacement if the product received is not in the condition it should be (Fuady, 2007).

Dispute resolution is one form of remedial legal protection (settlement) for parties to a cooperation agreement, as stipulated in Law No. 30 of 1999 on Arbitration and Alternative Dispute Resolution. Dispute resolution in cases of breach of contract regarding contract manufacturing service agreements and consumer loss disputes is best resolved through non-litigation or out-of-court channels; this serves to protect the reputation of each party. Issues

arising from a cooperation agreement can be resolved through alternative dispute resolution based on good faith, thereby avoiding court-based dispute resolution.

CONCLUSION

Based on the research findings, legal protection within the toll manufacturing (maklon) service agreement at CV X is reflected in the provisions governing the rights and obligations of the parties, production execution, payment, product quality standards, regulatory compliance, delivery, and communication between the service provider and the client. Preventive protection is established through the agreement and the structured implementation of the partnership, while repressive protection pertains to addressing breaches of contract, the enforcement of obligations, and dispute resolution in accordance with applicable regulations. Nevertheless, the effectiveness of this legal protection cannot yet be considered optimal, as there remain outstanding payment obligations, alongside limitations regarding contract documentation and verifiable evidence of performance. Consequently, an evaluation of the agreement's implementation and a strengthening of dispute resolution mechanisms are necessary to ensure a balanced level of protection for all parties involved. These findings are specific to the case of CV X and, therefore, cannot be generalized to represent all practices within toll manufacturing service agreements.

Based on the research findings, it is recommended that CV X and its client draft and implement a more detailed contract manufacturing agreement. This agreement should clearly define the rights, obligations, product quality standards, payment mechanisms, liability for potential losses, and procedures for dispute resolution in the event of a breach of contract. Both parties must also ensure that every agreement is supported by comprehensive written documentation, which can serve as evidence should any disputes arise. The service provider should implement a structured payment monitoring and collection system, while the client is obligated to fulfill their contractual duties within the agreed-upon timeframes. Furthermore, periodic evaluations of the agreement's execution should be conducted to identify potential violations at an early stage. These measures are intended to strengthen both preventive and remedial legal protections, enhance legal certainty, and foster a balanced, responsible, and sustainable partnership for both parties.

REFERENCES

- Adhyaksa, A. (2024). Doktrin Hukum: Perspektif Belaka atau Menjadi Sumber Hukum yang Relevan. *De Jure: Jurnal Ilmiah Ilmu Hukum*, 5(1), 1–11. <https://doi.org/10.33387/dejure.v5i1.7350>
- Amin, S. N. A. M. (2023). *Buku Ajar Hukum Perjanjian*. Deepublish Digital.
- Asikin, Z., & Suhartana, W. P. (2020). *Pengantar Hukum Perusahaan*. Prenadamedia.
- Badrulzaman, M. D. (2006). *K.U.H. Perdata Buku III: Hukum Perikatan dengan Penjelasan* (Cet. 2). Alumni.
- Badrulzaman, M. D., Sjahdeini, S. R., Soeprapto, H., Djamil, F., & Soenandar, T. (2001). *Kompilasi Hukum Perikatan*. Citra Aditya Bakti.
- Budiono, H. (2006). *Asas Keseimbangan bagi Hukum Perjanjian Indonesia: Hukum Perjanjian Berlandaskan Asas-Asas Wigati Indonesia* (Cet. 1). PT. Citra Aditya Bakti.
- Dinas Koperasi Usaha Kecil Menengah, P. J. T. (2022). *Bimtek Layanan Penyuluhan dan Pendampingan Hukum bagi Pendamping UMKM (DAK non fisik)*. Diskop-Ukm.Jatengprov.Go.Id.
- Fatoni, A. (2011). *Metodologi Penelitian dan Teknik Penyusunan Skripsi*. Rineka Cipta.
- Fuady, M. (2007). *Hukum Kontrak dari Sudut Pandang Hukum Bisnis (Buku Kedua)* (Cet. 2). Refika Aditama.
- Harahap, M. Y. (1986). *Segi-Segi Hukum Perjanjian* (Cet. 2). Alumni.

- Hernoko, A. Y. (2010). *Hukum Perjanjian: Asas Proporsionalitas dalam Kontrak Komersial*. Kencana.
- Interview with the owner of CV X in City M. (2025).
- Joeseof, I. E. (2022). *Hukum Perjanjian (Asas, Teori, & Praktik)*. PT. Citra Aditya Bakti.
- Juwana, H. (2012). Hukum Internasional Sebagai Instrumen Politik: Beberapa Pengalaman Indonesia Sebagai Studi Kasus. *ARENA HUKUM*, 5(2), 106–114. <https://doi.org/10.21776/ub.arenahukum.2012.00502.4>
- Khairandy, R. (2003). *Iktikad Baik dalam Kebebasan Berkontrak* (Cet. 1). Pascasarjana FH UI.
- Kurniawan, B. (2021). *Hit and Run Artinya: Pengertian & Alasan Customer Melakukannya*. Komerce.Id.
- Marilang. (2013). *Hukum Perikatan: Perikatan yang Lahir dari Perjanjian* (Edisi 1). Alauddin University Press.
- Marzuki, P. M. (2008). *Pengantar Ilmu Hukum*. Kencana.
- Miru, A. (2008). *Hukum Kontrak dan Perancangan Kontrak* (Cet. 2). RajaGrafindo Persada.
- Miru, A., & Pati, S. (2014). *Hukum Perikatan: Penjelasan Makna Pasal 1233 sampai 1456 BW* (Cet. 6). Rajawali Pers.
- Miru, A., & Pati, S. (2020). *Hukum Perjanjian: Penjelasan Makna Pasal-Pasal Perjanjian Bernama dalam KUH Perdata (BW)* (Cet. 1). Sinar Grafika.
- Muhaimin. (2020). *Metode Penelitian Hukum*. Mataram University Press.
- Muljadi, K., & Wijaya, G. (2004). *Perikatan yang Lahir dari Perjanjian* (Cet. 2). RajaGrafindo Persada.
- Muwahid. (2017). Metode Penemuan Hukum (Rechtsvinding) oleh Hakim dalam Upaya Mewujudkan Hukum yang Responsif. *AL-HUKAMA: The Indonesian Journal of Islamic Family Law*, 7(1), 224–248. <https://doi.org/10.15642/al-hukama.2017.7.1.224-248>
- Neuman, W. L. (2012). *Metode Penelitian Sosial: Pendekatan Kualitatif dan Kuantitatif*. PT. Indeks.
- Pase, A. T., Wibowo, A. M., & Putra, A. R. (2026). *Hukum Perjanjian*. PT. Sada Kurnia Pustaka.
- Pemerintah Provinsi Jateng. (2024). *Pertama di Indonesia, Pemprov Jateng Buka Layanan Bantuan Hukum Gratis bagi UMK*. Jatengprov.Go.Id.
- Peraturan BPOM No 25 Tahun 2019 Tentang Pedoman Cara Pembuatan Kosmetika Yang Baik, Pub. L. No. No. 25 Tahun 2019 (2019).
- Pratomo, E. (2016). *Hukum Perjanjian Internasional : Dinamika dan Tinjauan Kritis terhadap Politik Hukum Indonesia* (Edisi 1). Elex Media Komputindo.
- Prodjodikoro, R. W. (2022). *Azas-Azas Hukum Perjanjian Edisi Revisi*. CV. Mandar Maju.
- Purba, H. (2022). *Hukum Perikatan dan Perjanjian* (Cet. 1). Sinar Grafika.
- Radbruch, G. (1950). *Legal Philosophy*. Harvard University Press.
- Salim. (2005). *Hukum Kontrak: Teori dan Teknik Penyusunan Kontrak* (Cet. 5). Sinar Grafika.
- Satrio, J. (1992). *Hukum Perjanjian: Perjanjian pada Umumnya*. Citra Aditya Bakti.
- Satrio, J. (1994). *Hukum Perikatan, Perikatan yang Lahir dari Undang-Undang* (Cet. 1). Citra Aditya Bakti.
- Setiawan, I. K. O. (2015). *Hukum Perikatan* (Cet. 1). Sinar Grafika.
- Setiawan, R. (1979). *Pokok-Pokok Hukum Perikatan* (Cet. 2). Bina Cipta.
- Soekanto, S. (2014). *Pengantar Penelitian Hukum* (Cet. 3). Universitas Indonesia Press.
- Subekti. (2005). *Hukum Perjanjian* (Cetakan ke). Intermedia.
- Subekti, R. (1995). *Aneka Perjanjian*. Citra Aditya Bakti.
- Subekti, R., & Tjitrosudibio, R. (2022). *Kitab Undang-Undang Hukum Perdata: Burgerlijk wetboek dengan Tambahan Undang-Undang Pokok Agraria dan Undang-Undang Perkawinan* (Cet. 45). PT. Balai Pustaka.
- Suharnoko. (2014). *Hukum Perjanjian: Teori dan Analisa Kasus* (Cet. 8). Kencana.

Tsabita, A., Ariadi Subagyono, B. S., & Vandawati Chumaida, Z. (2023). Kepastian Hukum Tanggung Gugat Dalam Perlindungan Konsumen Pengguna Jasa Maklon Pada Industri Kecantikan Oleh Perusahaan Maklon. *Perspektif*, 28(2), 110–118. <https://doi.org/10.30742/perspektif.v28i2.858>