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**CONSUMER PROTECTION ON *UNLIMITED WARRANTY*  
TUPPERWERE PRODUCTS IN ISLAMIC LAW REVIEW  
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**ABSTRACT**

*Rapid economic development has produced various types and variations of goods or services. Islam clearly regulates what can and cannot be done in business activities, the Koran explains that rights and falsehood should not be mixed, if there is any doubt in making a choice it is recommended to leave. As is the case with business practices that are prohibited in Islam in the form of product or service fraud. In essence, Islam does not allow an activity of distribution and production of goods or services that does not provide information about goods or services honestly and transparently. The focus of the problem in this research is how the practice of unlimited guarantees for Tupperware products in Mensem hamlet, Mekarjaya village, and how Islamic law reviews practices. Unlimited guarantee for Tupperware products in Mensemat hamlet, Mekarjaya village. This research uses a qualitative method, namely research that uses methods, steps, and procedures that involve data and information obtained through respondents as subjects who can express their own answers and feelings to get a holistic general picture of the thing being studied. Based on the research results, in reviewing Islamic law regarding consumer protection in the unlimited guarantee for Tupperware products, there is an element of non-disclosure between producers and consumers regarding the provision of guarantees. When the contract takes place, the manufacturer does not explain the warranty provisions in detail, giving rise to an element of gharar or fraud. Meanwhile, in this case, the contract does not fully meet the criteria for openness. Consumers do not get a guarantee letter when purchasing Tupperware products.*

**Keywords :** *Practice; Consumer; Warranty; Product*

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## INTRODUCTION

The rapid development of the economy has resulted in various types and variations of goods or services. With the support of technology and information, the expansion of space, movement and flow of goods or services transactions have crossed the country's territorial boundaries, consumers are ultimately faced with a variety of choices of goods or services offered in a variety of ways. Islam clearly regulates what is and is not allowed to be done in business activities, the Quran explains that rights and invalidity should not be mixed, if there is any doubt in making a choice it is advisable to leave. As well as business practices that are prohibited in Islam in the form of fraud of goods or services. In essence, Islam does not allow an activity of distribution and production of goods or services not to provide information about goods or services in an honest and transparent manner (Sofyan, 2011).

Conditions like this, on the one hand, benefit consumers, because the need for the desired goods or services can be met with a variety of choices. But on the other hand, this phenomenon puts the position of consumers towards producers to be unbalanced, where consumers are in a weak position. Because consumers are the object of business activities to reap large profits through promotional tips and sales methods that are detrimental to consumers (Miru, 2015).

The implementation of *unlimited warranty* has an element of non-disclosure between the manufacturer and consumers regarding the provision of the warranty. When the contract occurs, the manufacturer does not explain the warranty terms in detail, causing an element of *gharar* or fraud. Meanwhile, in the contract, there must be openness and willingness in transactions to avoid elements of fraud. Meanwhile, in this case, the contract has not fully met the criteria for openness. Consumers do not get a warranty letter when purchasing tupperware products.

In this regard, legal protection is needed for consumers to provide protection for consumer rights that have been explained in Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as UUPK), consumers have a number of rights as contained in Article 4, including consumer rights to comfort, security and safety in consuming goods or services. On the other hand, business actors are responsible for fulfilling their obligations by providing true, clear and honest information about the condition and warranty of these goods and services as well as providing explanations of use, repair and maintenance (UU RI No. 8 Tahun 1999). In

the Civil Code Book II concerning Article 1491 of the Covenant that: The insurance that is the seller's obligation to the buyer, is to guarantee that: *first*, the control of the goods sold is safe and secure, *second*. the absence of a hidden defect in the goods, or which is such as to give rise to a reason for cancellation of the purchase (Soimin, 2010).

Article 1504 reads: The seller shall bear the goods against a concealed defect, which is such that the goods cannot be used for the intended purpose, or which reduces the use, so that if the buyer knew of the defect, he would not have bought it at any price less (Soimin, 2010). Warranty is a promise that can be held accountable (Salim, 1991). Warranty there is an agreement between two or more parties in making an insurance agreement that the goods sold are free from defects and damages. If it is proven that the goods have defects or damage, the seller will replace them with new goods or the same price.

One of the plastic products that provides *an unlimited warranty* is *Tupperware*. *Tupperware* is a plastic product that dares to provide *unlimited warranty* or lifetime warranty. This means that if *the tupperware* product is damaged or defective in normal non-commercial use (according to its function). Then it can be claimed to get a free replacement to the nearest place of purchase (Mubarok, 2009). Unlike other products that are accompanied by a warranty card made by the manufacturer that contains certain conditions, the warranty card aims to be a form of a written agreement that contains several warranty conditions, besides that the warranty also functions as a record of agreement. That the manufacturer guarantees a warranty to the consumer, especially *the unlimited warranty*, the agreement is made unilaterally by the manufacturer, so that the consumer cannot bid again. In accordance with article 8 paragraph 1 letter i of Law No. 8 of 1999 concerning Consumer Protection that: "not to put a label or make an explanation of the goods that contain the name of the goods, size, weight/net or net contents, composition, rules of use, date of manufacture, side effects of the name and address of the business actor and other information for use that according to the provisions must be installed".

Information about *the unlimited tupperware warranty* can only be seen through the *website*. In fact, in terms of contracts when transacting, there must be transparency and the principle of willingness of both parties. Meanwhile, in this transaction, the manufacturer did not show a clear unlimited warranty agreement to consumers. Items that are warranted are *Tupperware plastic products*, except: Product decorations (*printing, stickers*),

Product accessories (bags, straps/starps, carton *boxes*), certain products that at the time of the contract are specifically informed that the product is not under warranty.

According to Law No. 8 of 1999 concerning consumer protection, the definition of consumer protection itself is all efforts that ensure legal certainty to provide protection to consumers. In human life, people are never spared from social activities or related to each other, both in social, religious, and cultural relations. One of the relationships of social activities is a transaction where one of the forms is buying and selling, which is also regulated in Islamic sharia.

Islam recommends acting in accordance with the sources of Islamic law, namely the Qur'an and the sunnah. Therefore, in Islam there is a contract in transactions. Every time a contract occurs, it must meet the principles and conditions of the contract. This has been explained in the Qur'an Surah an-Nisa (4) verse 29 as follows:

يَا أَيُّهَا الَّذِينَ ءَامَنُوا لَا تَأْكُلُوا أَمْوَالَكُمْ بَيْنَكُمْ بِالْبَاطِلِ إِلَّا أَنْ تَكُونَ تِجَارَةً عَنْ تَرَاضٍ  
مِّنْكُمْ وَلَا تَقْتُلُوا أَنْفُسَكُمْ إِنَّ اللَّهَ كَانَ بِكُمْ رَحِيمًا ۚ ٢٩

Translation: O you who believe, do not eat one another's wealth in a false way, except in the way of business that happens in a consensual manner among you. and you shall not kill yourselves. Indeed, Allah is Most Merciful to you.

This means that we are prohibited from practicing prohibited practices in obtaining wealth, but must go through sharia trade and based on the willingness of sellers and buyers. This is necessary so that buyers avoid regrets in transactions. So that in transactions there is a right of *khiyār* for buyers. The right of *khiyār* is the right to continue or cancel the transaction, as long as the parties have not separated.

Based on the results of the initial author's observation in Mensemat Hamlet, Mekar Jaya Village, that when the contract took place, the first party did not explain the warranty provisions in detail, especially about the term to the consumer. Even in every *tupperware* product there is no warranty label that indicates that the item has a unlimited warranty (Wawancara dengan Ibu Rapita, 2021). The buyer is not given a warranty card even on each *tupperware* not included with the warranty label, thus causing ambiguity to the product. The implementation of *unlimited warranty*

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has an element of non-disclosure between the producer and consumers regarding the provision of insurance (Wawancara dengan Yusneng, 2021).

When the contract occurs, the manufacturer does not explain the warranty terms in detail, thus causing an element of gharar or fraud. Meanwhile, in the contract, there must be openness and willingness in transactions to avoid elements of fraud. Meanwhile, in this case, the contract has not fully fulfilled the openness.

However, it is different from what is done by one manufacturer where members or consumers if the product they buy has been damaged in accordance with the conditions of applying for a warranty is not directly replaced by the manufacturer and the consumer does not get a warranty card. Even in every tupperware product, there is no warranty label to find out if the product purchased is guaranteed *Unlimited* (Wawancara dengan konsumen, 2021).

### **METODE PENELITIAN**

This study uses qualitative data. This type of qualitative data is a research that specifically uses techniques to obtain an outpouring of answers or in-depth information related to a person's opinions, perceptions, and feelings. In qualitative research, implicit things will be obtained about the attitudes, beliefs, motivations, and behaviors of the object being researched through informants (Sudarto, 1995). The approach taken in this study uses an impressive sociological approach. This study aims to reveal symptoms *holistically-contextual* through data collection from natural settings by utilizing the researcher as a key instrument.

*The setting* in this study is Mensemat Hamlet, Mekar Jaya Village, related to the phenomenon of consumer protection in *the unlimited warranty of tupperware products*. The data sources in the study are divided into two parts, namely primary data sources and secondary data sources. The data collection technique uses three techniques, namely, observation, interviews, and documentaries (documentation). Data analysis procedures include data classification, data reduction, data display, data analysis, and conclusion drawn. The data validity testing technique is by means of *data triangulation* and *member checks*.

### **DISCUSSION**

**Unlimited Warranty Practice for Tupperware Products in Mensemat Hamlet, Mekar Jaya Village, Sajad District**

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The buying and selling of tupperware products is carried out by the producer and consumers in Mensemat Hamlet by handing over goods. Then the manufacturer immediately handed over the goods purchased by consumers without first explaining the mechanism and conditions of *the unlimited warranty* in Mensemat Hamlet. The claim mechanism for *unlimited warranty* is that the consumer brings the whole product to the manufacturer, After that the manufacturer will check on the product label, whether the claimed product is a warranty product or not, if the product is a warranty product, it will be checked again whether the product is damaged in its entirety or only partially.

This *Unlimited Warranty* is only valid in Hamlet Mensemat certain products. Namely products that are plastic products, and products that are included in the promo do not get the Unlimited warranty. Claims can be submitted at any time without any time limit or lifetime, subject to *the applicable* unlimited warranty terms. Any *tupperware product* that has a label that is biased to be listed on the bottom of the product. This label is made of plastic and is deliberately made to blend with the product. So that it will not be easy to lose, this label is used to check whether the product has a warranty or not. However, this label can only be seen by the manufacturer, so consumers cannot clearly see whether this product is guaranteed or not. In today's increasingly rapid development of the trading world, producers (sellers) compete to provide the best service for their consumers (buyers). Nowadays, the term warranty is often heard. What is meant by this warranty in the sale and purchase agreement in Mensemat Hamlet is a liability or guarantee from a seller that the goods he sells are free from damage that was not previously known.

Thus, warranty is a form of service that the seller provides to the buyer as a fulfillment of the buyer's rights. Especially the right to acquire goods in accordance with the exchange rate issued. At this stage, consumer satisfaction or disappointment regarding the transaction held will soon become a reality, whether the goods that have been purchased by the consumer are of good quality or not. To know this, the warranty has a very important role for consumers.

One of the products that provides *an unlimited warranty* is *Tupperware*. *Tupperware* is a plastic product that dares to provide unlimited warranty or lifetime warranty. This means that if the *Tupperware* product is damaged or defective in normal non-commercial use (in accordance with its function), then it can be claimed to get a free replacement to the nearest

distributor by following the applicable provisions. Thus, the unlimited warranty in Mensemat Hamlet is a form of service provided to consumers as a fulfillment of consumer rights, especially the right to obtain goods in accordance with the exchange rate issued (Shidarta, 2000), even when damage occurs it will be replaced with a new one.

With the existence of a warranty agreement in Mensemat Hamlet on the quality of the goods, in this case *an unlimited* warranty, that the goods are not defective, then consumers can enjoy the goods that have been purchased according to their function. The warranty service provided by *Tuperware* is in accordance with the provisions contained in the Civil Code Book III concerning Article 1491 which reads: "The insurance that is the seller's obligation to the buyer is to guarantee two things, namely first, the possession of the goods sold safely and peacefully, the second against the existence of defects in the goods that are hidden, or in such a way that they publish a reason for canceling them" (Subekti dan Tjitrosudibio, 2004).

**A Review of Islamic Law on the Practice of *Unlimited* Warranty for *Tuperware* Products in Mensemat Hamlet, Mekar Jaya Village,**

One of the principles of a contract is transparency in transactions so that the willingness is realized, the parties have been willing to the consequences that will be caused in this case in the form of provisions in the unlimited warranty. Including the stipulation of the time for product replacement. Consumers who buy guaranteed products mean that they have agreed to the provisions that have been made, and the provisions do not contradict the Shari'a.

The contract carried out in Mensemat Hamlet by the producer with the consumer in this case is basically not in accordance with Islamic law because there is no transparency regarding the warranty terms where the warranty terms should be included in the warranty letter, because the manufacturer only says to know information about the warranty terms can only be seen through the website. This in Mensemat Hamlet causes an element of gharar or fraud, and can cause consumer unwillingness because their right to get an explanation regarding the warranty is not fully fulfilled. This also violates article 7 letter e of Law no. 8 of 1999 concerning consumer protection.

In addition, the manufacturer has also broken its promise regarding the claimed product replacement time. That the manufacturer promises a product replacement period of two months. However, in reality, the

replacement percentage takes up to more than two months. This is not conveyed to consumers so that there is no openness in transactions made by manufacturers to consumers during the implementation of the warranty. In line with that, in buying and selling there are requirements that must be met, including the conditions related to the goods that are used as the object of the transaction must be known the count, measurement, scale, quality and quality, the object of the transaction must be sacred, can be handed over, and allowed by the shari' (Zainuddin, 2012). In this case, fiqh scholars state that a new sale and purchase is considered valid if it fulfills two things, namely,:

Buying and selling is avoided from defects such as the goods being traded are unclear in terms of type, quality and quantity, as well as buying and selling at unclear prices, buying and selling contain elements of coercion and fraud that result in damaged buying and selling. If the goods being traded are movable objects, then the goods are immediately controlled by the buyer and the price is controlled by the seller. Meanwhile, immovable goods can be controlled by the buyer after the correspondence is completed according to local customs.

In the sale and purchase guarantee agreement, the obligation that must be carried out by the seller is in the form of bearing all hidden defects in the goods being traded. The hidden defect is a defect that is not easily visible to the buyer. The warranty is an agreement in the form of a guarantee against defects hidden by the seller to the buyer within a certain period of time, so in Islamic law the buyer has the right to exercise his right of khiyar if there is a defect that is unknown before the transaction by the seller and the buyer. This has been shari'a in Islam, as in the following Hadith:

عَنْ ابْنِ عُمَرَ عَنْ رَسُولِ اللَّهِ صَلَّى اللَّهُ عَلَيْهِ وَسَلَّمَ أَنَّهُ قَالَ: إِذَا تَبَايَعَ الرَّجُلَانِ فَكُلُّ وَاحِدٍ مِنْهُمَا بِالْخِيَارِ مَا لَمْ يَتَفَرَّقَا وَكَانَا جَمِيعًا أَوْ يُخَيَّرُ أَحَدُهُمَا الْآخَرَ فَإِنْ خَيَّرَ أَحَدُهُمَا الْآخَرَ فَتَبَايَعَا عَلَى ذَلِكَ فَقَدْ وَجَبَ الْبَيْعُ وَإِنْ تَفَرَّقَا بَعْدَ أَنْ تَبَايَعَا وَلَمْ يَتْرُكْ وَاحِدٌ مِنْهُمَا الْبَيْعَ فَقَدْ وَجَبَ الْبَيْعُ. — رواه البخاري ومسلم

"From Ibn Umar ra, from the Prophet PBUH, he said: If there are two people who buy and sell, then each of them has the right of khiyar, as long as they have not separated and both are still together: or one of them gives khiyar to



the other. If one of them gives *khiyar* to the other, and then both of them buy and sell on that basis, then the buying and selling is carried out. Then if the two separate after making a purchase and sale and each of them does not cancel the sale, then the sale and purchase is carried out. *Muttafaqun Alaih*; and the phrase belongs to Muslim (may Allah have mercy on him)" (Ahmad Zacky El-Syafa, 2011).

The warranty provided by Tupperware is lifetime or often referred to as *unlimited*, meaning that consumers can submit a claim at any time without a time limit, *unlimited*, here it is analogous to the time of the condition. The opinion of scholars on the determination of the number of days to be used as a grace period in *khiyar* conditions, among others, is that *khiyar* that has an unclear time limit is invalid. Meanwhile, the scholars of the Maliki school are of the opinion that the length of *khiyar* depends on the goods that are sold, in accordance with the prevailing customs (Rachmad, 2001).

From the opinion of the scholars above, the author is more inclined to the opinion of Hanafi and Shafi'i scholars because related to the unlimited warranty period, which is given by *Tupperware* there is an element of *jahalah* or obscurity, it is clearly prohibited in buying and selling because the legal conditions in the buying and selling itself are not met, here what is meant by unlimited, whether it contains a lifetime meaning in the real sense or only The lifetime of the product produced by the company here is still unclear, besides that the consumers themselves do not know whether the product they buy is included in the warranty or not, because indeed when buying the product there is no warranty card or purchase memorandum that shows the product is certified or about the warranty clauses themselves, so that consumers here are weak when they want to make a claim, from the warranty practice carried out by *Tupperware* there is an element of *gharar* and has violated the rules contained in Article 8 paragraph 1 letter i of Law No. 8 of 1999 concerning Consumer Protection that: Not putting a label or making an explanation of the goods that contain the name of the goods, size, weight/net or net contents, composition, rules of use, date of manufacture, side effects, the name and address of the business actor and other information for use that according to the provisions must be posted (Ahmadi Miru dan Sutarma Yodo, 2005).

Furthermore, in jurisprudence, the term *khiyar 'aib* is also known as the right to vote which allows the buyer to return the goods he has bought, if the goods purchased have defects or damage that can reduce their value or price (Sudarsono, 2001). Unlimited warranty is an agreement between

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two parties in the form of a dependency from the seller that the goods sold are free from unknown damage or defects. If during the period of use according to the provisions there is damage, a claim can be submitted. If it meets the requirements of the claim, it will be replaced with a new product and the like, but the contract cannot be canceled. In contrast to khiyar, goods purchased by consumers can be returned and the contract can be canceled if there is a defect.

When the *warranty is unlimited*, linked to khiyar, there are some similarities and differences. In khiyar, if there is a defect in the object being traded that is unknown, then the buyer can determine his right to continue or cancel the contract, while in the *unlimited* warranty, if in the future there is damage to the goods that are traded, then the contract cannot be canceled, because the seller has given a guarantee for the item if damage occurs it will be replaced with a new one. So *the unlimited* warranty, cannot be completely relied on khiyar, where khiyar is the right to choose to continue or cancel the contract, while *the unlimited* warranty, is a requirement in the sale and purchase contract in the form of provisions made unilaterally by the seller.

## CONCLUSION

After analyzing consumer protection on *the unlimited* warranty of tupperware products in the review of Islamic law in Mekar Jaya village, it can be concluded that *first*. The practice of unlimited warranty for tupperware products in Mensemat Hamlet, Mekar Jaya Village is carried out by the manufacturer handing over the goods/tupperware products to the consumer after the sale and purchase contract for 2 years, which if there is a defect in the product, not negligence from the consumer, then the consumer has the right to return the product by being able to claim a free replacement to the nearest place/distributor. However, not all tupperware consumers are aware of the existence of an unlimited warranty because it is not accompanied by a warranty label on tupperware products. So in this case, there is no element of transparency by the producer to consumers in the tupperware purchase and sale contract in Mensemat Hamlet, Mekar Jaya Village.

*Second*. A review of Islamic law on consumer protection on the unlimited warranty of tupperware products in Mensemat Hamlet, Mekar Jaya Village, according to the Islamic perspective has relevance to khiyar adis In Islam, warranty has relevance to khiyar adis. The preferred condition

in khiyar ashame is to cancel or continue the sale and purchase when there is a defect in the goods being traded. In this case, the tupperwere warranty is allowed in Islam. Because consumers may or have the right to decide to return defective tupperwer goods. However, in the practice of the purchase and sale contract, there is no element of transparency as explained in the practice of buying and selling tupperwere in Mensemat Hamlet, Mekar Jaya Village.

The implementation of unlimited warranty has an element of non-disclosure between the manufacturer and consumers regarding the provision of the warranty. When the contract occurs, the manufacturer does not explain the warranty terms in detail, thus causing an element of gharar or fraud. Meanwhile, in the contract, there must be openness and willingness in transactions to avoid elements of fraud. Meanwhile, in this case, the contract has not fully fulfilled the openness.

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