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PRODUCT RECALLS ARISING FROM MASS MANUFACTURING DEFECTS: CONSUMER PROTECTION AND LIABILITY ACROSS DISTRIBUTION CHAINS

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Abstract - *Mass manufacturing defects may affect numerous products that have already entered distribution channels or reached consumers. This article examines the legal basis, implementation stages, and business liability associated with mandatory product recalls under Article 8(4) of Indonesian Law Number 8 of 1999 concerning Consumer Protection. The study applies normative legal analysis through an approach that distinguishes the statutory conditions triggering a recall from the operational cycle of product recovery. The Consumer Protection Law and its official elucidation serve as the sole legislative source, while academic literature provides insights into product traceability, recall communication, and corrective measures. The findings establish that Article 8(4) prohibits continued trading and requires withdrawal when violations of Article 8(1) or Article 8(2) are established. A mass manufacturing defect does not automatically satisfy every statutory prohibition without an assessment of the relevant product condition and legal elements. The official elucidation recognizes ministerial authority to withdraw products but does not prescribe a complete technical recall procedure. Product identification, distribution control, consumer communication, and corrective action can support implementation, although their detailed operational arrangements must not be misrepresented as express statutory requirements. Compensation, dispute resolution, criminal sanctions, and additional penalties follow distinct legal provisions. The article concludes that effective consumer protection requires legally grounded recall decisions and a clear distinction between product withdrawal and individual remedies.*

Keywords: consumer protection, product recall, mass manufacturing defects, product withdrawal, business liability, corrective action, legal certainty.

INTRODUCTION

The trade in mass-manufactured goods enables the public to obtain products with relatively uniform characteristics, functions, and prices in large quantities. This production takes place through a series of activities involving material processing, component assembly, product testing, packaging, storage, and distribution of goods to consumers. Under normal conditions, production and trade systems are designed so that the goods placed on the market conform to what is offered and can be used for their intended purposes. However, a nonconformity arising in production may affect many units of goods when its cause is related to a process that is applied repeatedly (Jain et al., 2023). Defects in electronic components, malfunctions in household appliances, failures in safety mechanisms, or certain damage in packaged products may be linked to numerous goods originating from similar production activities. Such circumstances require legal attention because their consequences are not confined to a single individual transaction. Products with the same problem may already be at points of sale, held in stock by traders, or in use by consumers (Rajab & Kurniadi, 2025). In such situations, consumer protection cannot be understood merely as the settlement of complaints after losses have occurred, but must also involve action against goods that are still in circulation.

The withdrawal of goods from circulation, or product recall, is an action related to the control of products that should not continue to be traded. The term may be used to describe the process of returning or halting the distribution of goods because certain conditions have been found that require corrective action (Gencer & Akkucuk, 2017). However, in the study of consumer protection law, the term recall must be distinguished from other commercial activities such as returns due to a change of preference, model replacement, routine repair, or product upgrade offers. A company may accept returned goods under a customer service policy without any violation of trade provisions. Conversely, goods that are proven to satisfy the elements of a particular prohibition may give rise to an obligation to cease trading and withdraw them from circulation (Kuhrt & Neußmann, 2020). This distinction is important because the use of the term withdrawal does not automatically establish the same legal basis or legal consequences. In cases of mass manufacturing defects, the primary concern lies in the relationship between the actual condition of the product, the number of goods affected, the parties engaged in trading, and the actions required to prevent the continued circulation of goods that violate the provisions.

Mass manufacturing defects differ in character from damage that arises through individual use. Goods that have a problem from the manufacturing stage may be in a condition that does not match the quality, condition, or guarantee stated in the offer (Ahsan & Gunawan, 2014). The conformity of production processes with the condition of the goods placed on the market is therefore a basis for assessing the responsibilities of business operators (Yernando et al., 2025).

However, damage that occurs only after consumers use a product may also have a different cause, including use that does not follow the instructions or a change in the condition of the goods unrelated to the production process (Fritz & Gropp, 2025). A large number of complaints is not necessarily sole proof of a single shared manufacturing defect. The examination needs to consider the character of the nonconformity, the similarity of symptoms across products, the relationship with the manufacturing process, and the condition of the goods when they were traded. In a legal relationship, distinguishing these causes affects the determination of violations and liability. As an illustration, a number of household appliances may experience a malfunction in the same component after being used under normal conditions. This may be grounds for examining a suspected production nonconformity, but it is not sufficient to designate every unit as goods that violate the law without an assessment of the relevant circumstances.

A product recall also has a communication dimension, because consumers need to know which products are at issue and what action they should take regarding the goods they own. Information that is too general may cause misunderstanding about the identity of the product, while information that does not explain the nature of the problem may leave owners unaware of the importance of corrective action (Kübler & Albers, 2010). Information about product safety that is exaggerated or does not match reality can mislead consumers, so a recall message must be accurate and limited to the conditions that have been established (Kiswanto et al., 2025). Beldad and Scholten (2023) examined the relationship between digital communication channels, company response strategies, and the seriousness of a recall event with respect to consumer trust and purchase intention. Communication that shows recovery efforts may be related to consumers' assessment of the company's responsibility. The success of a recall is influenced not only by the internal decisions of business operators but also by the way information is delivered to product owners. The content of the message sent to consumers therefore remains the responsibility of the business operator who delivers it (Kristiyan et al., 2025). However, the findings of such communication studies cannot be turned into a mandatory publication procedure under Indonesian law without an appropriate normative basis.

In trade with an extensive distribution chain, a product recall may involve goods that have passed through several business operators. Producers may hand goods over to distributors, wholesalers, retailers, and other parties before they reach the final consumer. By the time a production problem is discovered, some of the goods may still be in traders' inventory, while others have already been used or stored by consumers (Diallo et al., 2016). This situation shows the importance of being able to determine which units are linked to the cause of the defect. Zhang, Hu, and Zhao (2020) explain that the capability to carry out a recall is related to quality management in the supply chain, including product traceability and the existence of a structured handling process. These findings place the identification of affected products as part of the operational capability for a recall. Well-organized distribution data helps business operators determine the affected units and make handling decisions more quickly (Khan et al., 2025). However, the Consumer Protection Law does not directly prescribe every form of traceability system that each company must have. This study distinguishes the benefit of distribution records as an implementation proposal from a legal obligation expressly stated in the law.

Law Number 8 of 1999 concerning Consumer Protection, hereinafter referred to as the Consumer Protection Law, provides a specific basis for the withdrawal of goods through Article 8(4). This provision stipulates that a business operator who commits a violation as referred to in Article 8(1) and Article 8(2) is prohibited from trading the goods and/or services concerned and is obliged to withdraw them from circulation. This formulation has two legal consequences that need to be understood separately but in relation to each other, namely the cessation of trade and the obligation of withdrawal. The trading prohibition prevents the continued offering or delivery of goods that satisfy the elements of a violation, while the withdrawal obligation is directed at goods that have already entered circulation. Legal certainty requires that this obligation can be enforced against business operators in practice (Fahmi et al., 2025). Where a violation or consumer loss arises from a product or information defect, product liability must be fulfilled through repair, replacement, product withdrawal, or compensation (Kurniawan et al., 2024). However, the existence of an alleged mass manufacturing defect does not automatically mean that all elements of Article 8(4) have been satisfied. The provision expressly links the consequence of withdrawal to a violation of paragraph (1) or paragraph (2). The examination must first determine whether the condition of the product satisfies one of the referenced prohibitions. This distinction is important so that the withdrawal obligation is not based solely on general concern about a brand or a category of goods.

The official elucidation of Article 8(4) states that the minister and the relevant technical ministers have the authority to withdraw goods and/or services from circulation. This statement clarifies the existence of an authority related to withdrawal action, but it contains no detailed description of the sequence of examination, the deadline for announcements, the form of notification to consumers, the method of collecting goods, or the mechanism for handling products after they are returned. When no time limit is set, business operators and consumers may be uncertain about when a recall must be completed (Fadiatna et al., 2025). The procedure can be analyzed as a series of actions that conceptually help implement the withdrawal obligation, but not every proposed stage can be stated as a technical command already detailed by the Consumer Protection Law. In an event of mass manufacturing defects, the actions of identifying affected goods, halting distribution, conveying information to consumers, and determining the form of remedy are logically related to the purpose of the withdrawal (Astvansh et al., 2024). However, the legal basis for each of them must still be examined through the available provisions.

Consumer protection against defective products is related to Article 4(a), which grants the right to comfort, security, and safety in the use of goods or services. Article 4(b) and (c) are also relevant because consumers have the right to obtain goods in accordance with the promised condition and guarantee, as well as correct, clear, and honest information. From the business operator's side, Article 7(a) requires good faith, paragraph (b) regulates information on condition and guarantee, and paragraph (d) relates to the quality assurance of goods or services under the relevant provisions. These relationships show that withdrawal cannot be separated from the situation in which traded goods do not conform to the character they should meet. However, not all nonconformities carry an identical level of risk. Goods with a minor functional disturbance may be in a different situation from products that could cause injury. The principle of balance requires that obligations imposed on business operators remain proportionate to the condition of the product (Al Qurni et al., 2025). The assessment of safety and liability needs to consider the character of the defect and its relationship with production and trading actions. Protection against problematic goods must pay attention to the accuracy of the prohibition elements and the interests of the affected consumers (Karaşahin, 2023).

The withdrawal of goods does not always resolve all of the losses that have already occurred. Consumers may have used the product before the announcement was made, incurred costs to repair it, or experienced other consequences related to the condition of the goods. In such situations, halting circulation serves a different function from compensating individual losses (Sinha, 2013; Sinambela et al., 2022). Mafael et al. (2022) show that the choice of remedy after a product recall is related to consumer satisfaction, with effects that differ according to the seriousness of the problem and the character of the brand. That study confirms that the recall action and the form of settlement received by consumers are operational elements that cannot always be treated as the same. Provisions on compensation must still be determined through Article 19 and other relevant provisions based on the circumstances of the loss. A product recall is an important part of consumer protection, but it does not automatically replace all forms of liability for losses that have already been suffered.

The objective of the study concerning the basis and scope of the obligation is to analyze the relationship between mass manufacturing defects and the prohibitions in Article 8(1) and Article 8(2), and to determine the position of the cessation of trade and the withdrawal of goods under Article 8(4) and its official elucidation. The objective of the study concerning implementation and liability is to analyze the stages of handling affected products, the allocation of roles across the distribution chain, communication to consumers, recovery of losses, evidence, and legal consequences under the Consumer Protection Law. The discussion of the basis of the obligation is directed at the elements of violation that make product withdrawal mandatory. The discussion of implementation places product handling actions in relation to the parties involved and to consumer rights after the product has been traded. This study does not treat every manufacturing defect as an automatic basis for applying all legal consequences at once. Its theoretical contribution lies in distinguishing the normative basis of product withdrawal, the operational actions that support its implementation, and individual remedies for losses. Its practical contribution is a conceptual framework for understanding the handling of mass manufacturing defects without borrowing technical provisions from other regulations.

RESEARCH METHODS

This study uses a normative legal method through an approach based on the threshold of norm applicability and the product recovery cycle. This approach treats product withdrawal as a consequence that must be linked to the fulfillment of the elements of a particular prohibition, not as an action that automatically follows every defect report. The examination traces the change in the status of goods, from products that are still being traded, to goods suspected of having a nonconformity, to goods that have been proven to satisfy the elements of Article 8(1) or Article 8(2), and finally to goods whose circulation must be halted under paragraph (4). In each situation, the study assesses the available legal basis and distinguishes it from operational actions that may be proposed. The authoritative legal material is the Consumer Protection Law together with its General Elucidation and Article-by-Article Elucidation. Article 8(4) is the center of interpretation, while Article 8(1)(a), (d), (e), and (f) and Article 8(2) are used to examine the character of production nonconformity. Article 8(3) is read separately so that the scope of reference of paragraph (4) is not expanded. The provisions on rights, obligations, liability, supervision, disputes, and sanctions are used according to their respective objects. Accordingly, this study uses the literature as context for the effectiveness of actions, while legal obligations remain determined through the Consumer Protection Law.

The development of the argument is carried out by tracing the change in the status of units of goods in an illustration of mass manufacturing defects. A group of household appliances is used as an analytical illustration to examine the situation in which a component malfunction is discovered after some of the products have been traded. The study distinguishes units still held by the producer, goods in traders' inventory, and products already used by consumers. Each situation is examined according to the conduct of the business operator, the status of the violation, the relevance of the cessation of trade, and the form of action that can support product withdrawal. The analysis is extended by examining the relationship among producers, importers, and traders under Article 21 and Article 24; the right to remedy under Article 4, Article 7, and Article 19; evidence and exemptions from liability under Article 27 and Article 28; and the relevant supervisory authority, dispute resolution, and sanctions.

RESULTS AND DISCUSSIONS

Basis of the Product Withdrawal Obligation and Determination of Mass Manufacturing Defects in Consumer Protection Relations

Article 8(4) of the Consumer Protection Law is a provision that places product withdrawal as the legal consequence of the violations specifically referred to in Article 8(1) and Article 8(2). This relationship is significant because product withdrawal does not stand as an obligation entirely separate from the prohibited conduct. Before determining that a product must be withdrawn, an examination of the condition of the product and of the provision violated is required. In the context of mass manufacturing defects, a problem may relate to nonconformity with standards, a difference between the actual condition and the product information, or the condition of goods that are damaged or defective without complete and correct information. Business operators are prohibited from trading products that do not conform to the promises stated in the label, etiquette, description, advertisement, or sales promotion of the goods and/or services (Hardyansah et al., 2023). However, each form of nonconformity has different legal elements. The assessment cannot rely on the term manufacturing defect as a conclusion that simultaneously proves every letter of Article 8(1). The starting point for analyzing product withdrawal is the identification of a violation basis that can be proven, while product withdrawal follows as the consequence prescribed by law once those elements are fulfilled.

Mass manufacturing defects can be understood as a condition in which a nonconformity related to manufacturing activities potentially exists in a number of units of goods. However, this term is not given a separate definition in Article 8 of the Consumer Protection Law. Nor does this mean that a minimum number of defective units is a specific legal requirement. A problem arising in ten units of goods, for example, may have a different character from a nonconformity found in thousands of products. The size of the quantity may affect the scope of operational actions, but it is not the only basis for determining whether the prohibitions of the Consumer Protection Law are satisfied. In the household appliance illustration, a component may be installed in the same way across a number of goods. If that installation causes the product's function to be inconsistent with the information given to consumers, the examination may be directed at the provisions on conformity of condition or quality (Wahyudi et al., 2022). However, if the cause of the malfunction turns out to originate from individual use, the assessment of mass manufacturing defects needs to be reconsidered. The determination of the relationship among units must be based on the relevant production circumstances and not merely on the similarity of consumer reports.

Article 8(1)(a) is relevant when goods that are produced or traded do not meet or do not conform to the required standards and the provisions referred to in that formulation. In the scope of mass product withdrawal, a group of products may be suspected of having characteristics that do not conform to the applicable requirements. A product is considered defective if it is unsafe for use or does not meet the expected safety standards (Purwanto et al., 2023). Consumers, as the end users of goods, are the ones who bear the risk when a product does not meet the required standard (Listanto et al., 2025). As an illustration, a device has a certain condition that is suspected of conflicting with the relevant quality standards. Determining that the elements of letter (a) have been fulfilled requires an assessment basis that can be accounted for. In a study that uses only the Consumer Protection Law, not all technical details can be decided independently. Article 8(1)(a) is one possible basis for product withdrawal, but its applicability to a particular defect must not be assumed without proving the requirements that are the object of the prohibition.

Article 8(1)(d) addresses nonconformity in the condition, guarantee, privilege, or efficacy stated through the label, etiquette, or product information. In mass production, a problem may arise when the goods marketed do not have the capability or condition that matches that information. Business operators are obliged to provide clear, honest, and non-misleading information to consumers (Anugroh et al., 2023). Because consumers generally rely on the information given by sellers, inaccurate information places them in a weaker position (Baskoro et al., 2025). As an illustration, a device is stated to have a certain safety function, but a number of units turn out not to perform that function in accordance with the seller's information. Such a situation may be related to letter (d) if the element of nonconformity is truly proven. However, the assessment must distinguish information that was actually promised from consumer expectations that were never part of the product information. Functional nonconformity also cannot be assessed solely on the basis of a single usage experience whose cause has not been examined. The relationship between product information and the actual condition is an important basis for determining whether a manufacturing defect has a character that falls within the prohibition of letter (d).

Article 8(1)(e) regulates nonconformity with the quality, grade, composition, processing, style, fashion, or particular use as stated in the label or information on goods and services. This provision is significant in cases related to the production process, because information about the character of a product may reflect both how the goods were made and the quality promised. However, the connection with processing does not mean that every operational error in production automatically satisfies letter (e) without a relationship to the element stated. The examination needs to determine the content of the information and the nonconformity that occurred. As an illustration, a product is sold with a statement about a certain material or composition, but the examination results show a difference in the goods being traded. If that difference satisfies the elements of letter (e), the withdrawal obligation in Article 8(4) may become relevant. A

production process nonconformity needs to be linked to the character of the goods stated to consumers so that the determination of a violation is not built solely on general conclusions about manufacturing failure.

Article 8(1)(f) is related to situations in which a product does not conform to the promises stated in the label, etiquette, information, advertisement, or sales promotion. In handling mass manufacturing defects, commercial promises may become one basis for determining the condition that consumers should receive. However, not all marketing messages have identical legal consequences. The examination needs to determine whether there is a particular statement about function, use, or benefit that turns out not to match the condition of the goods. As an illustration, a business operator advertises that a device has a certain capability that applies to all units of the model offered. If some units turn out not to have that capability because of a production problem, the provision of letter (f) may be relevant according to the elements proven. However, the use of such an illustration does not mean that every difference in usage experience automatically indicates a breach of promise. The scope of letter (f) needs to be placed on the relationship between the commercial statement and the actual condition of the product, not merely on the level of buyer satisfaction (Ahsan & Gunawan, 2014).

Article 8(2) has a different character because it prohibits trading goods that are damaged, defective, used, or contaminated without providing complete and correct information. Its elucidation states that the goods concerned are goods that do not endanger consumers and conform to the applicable provisions. In the context of product withdrawal, this paragraph may be relevant when a business operator trades goods in the conditions mentioned without conveying correct information about their condition. However, the existence of a manufacturing defect cannot be used to assume that all elements of paragraph (2) are automatically satisfied. The element of trading and the circumstances of information disclosure must still be examined. As an illustration, a group of goods has a defect known to the business operator but is still offered without any explanation to consumers. Such a situation may be related to paragraph (2). However, the determination of the consequence of product withdrawal must be based on proven conduct, not merely on the assumption that all business operators in the distribution chain knew of the same defect.

The relationship between Article 8(3) and paragraph (4) needs to be placed precisely, because paragraph (3) provides a separate prohibition on trading pharmaceutical preparations and food in the stated conditions, with or without complete and correct information. Paragraph (4) expressly refers to violations of paragraph (1) and paragraph (2), not paragraph (3). It is therefore inaccurate to state that a violation of paragraph (3) directly becomes the basis of the withdrawal obligation under paragraph (4) without a connection to the paragraphs actually referred to. The trading prohibition in paragraph (3) remains significant for consumer protection, but the basis of the legal consequence must be determined according to the available formulation. If a situation also satisfies the elements of paragraph (1) or paragraph (2), the assessment under paragraph (4) requires a separate examination.

The difference between a manufacturing defect that has been found and a risk that is still only suspected also needs attention. A number of complaints may indicate the need for an examination, but they do not always establish the same conclusion about all units of the product. In production activities, a particular problem may be limited to a group of goods made during a certain period, while other units using a similar design do not necessarily have an identical nonconformity (Manek & Soemartono, 2025). Determining the scope of affected products therefore requires a factual basis that can be accounted for. However, this conceptual framework does not establish that producers must wait until all consumers suffer losses before taking preventive action. Business operators may take commercial or technical steps based on their own risk assessment, while the withdrawal obligation under Article 8(4) follows the fulfillment of the referenced violations. This distinction ensures that precautionary action is not equated with a determination that all products have violated the law. Fact-finding and risk management decisions may proceed in close relation without having entirely the same legal basis.

The trading prohibition in Article 8(4) has a different function from the withdrawal obligation. The trading prohibition relates to action so that goods satisfying the elements of a violation do not continue to be sold, offered, or delivered in the relevant business activities. Meanwhile, product withdrawal relates to goods that are already in circulation. As an illustration, a producer discovers a nonconformity in a group of products when some units are still stored in the warehouse, some have been sent to traders, and some are already owned by consumers. Halting the sale of goods still under the business operator's control is an action with a different character from efforts to retrieve units that have passed to consumers (Wahyudi et al., 2022). However, both may be part of implementing the legal consequences stated in paragraph (4). These obligations need to be read as two mutually supporting consequences, not as a single administrative action regarded as complete merely through an announcement that the goods are defective.

The scope of product withdrawal in a mass manufacturing situation needs to be determined through the relationship between the type of defect and the group of products that share the same problem. Units produced at different times may have different components or processes even though they are traded under a similar product name. Conversely, goods that look different may use parts that originate from the same production activity. Determining the affected products requires attention to the information actually available about the manufacturing and distribution process. Dai, Nu, Xie, and Li (2021) examined the relationship between traceability and product reliability in a supply chain that faces the possibility of a recall. Their study shows that the accuracy of tracing is relevant to decision-making about problematic products. However, the economic model used in that publication does not establish an Indonesian legal rule on which

units must be withdrawn. In this study, the benefit of traceability is used to explain the possibility of a more accurate determination of scope, while the withdrawal obligation remains determined under Article 8(4).

The elucidation of Article 8(4) gives attention to the authority of the minister and the relevant technical ministers to withdraw goods or services from circulation. This statement needs to be distinguished from the obligation of business operators that is directly stated in the body of paragraph (4). The Consumer Protection Law recognizes both the liability of business operators and the authority of the government in the context of product withdrawal. This enforcement may include product withdrawal, revocation of distribution permits, and criminal sanctions for business operators who violate the regulations (Mustika et al., 2023). However, the elucidation of Article 8(4) does not stipulate that every product withdrawal must wait for one particular form of decision before business operators can halt the circulation of goods that violate the law. The elucidation also does not detail the communication stage, the method of return, or the allocation of costs for each activity. The conclusion that can be drawn directly is therefore the existence of a basis for the obligation and the authority, not a single sequence of procedures that has been fully regulated. This distinction is important to avoid the interpretation that the absence of technical details eliminates the withdrawal obligation, and likewise to prevent the addition of mandatory actions that are not stated in a legal source.

Product withdrawal is related to the character of the risk that may arise from the use of a product. Article 4(a) grants consumers the right to security and safety, while Article 2 places security and safety as principles of protection. Where a defect affects a function related to safety, product withdrawal may be important for limiting the use of goods that pose a risk. However, Article 8(4) does not state that the withdrawal obligation arises only after an accident or injury has occurred. The provision refers to violations of paragraph (1) and paragraph (2), which may relate to several forms of nonconformity. The assessment must therefore not turn the occurrence of physical harm into the sole condition for the applicability of product withdrawal. Conversely, not every safety problem can automatically be concluded to satisfy a particular article without an examination of the elements referred to. The importance of safety helps explain the purpose of protection, while the basis of the obligation continues to follow the form of violation determined by the law (Ahsan & Gunawan, 2014).

The condition of the goods that are the object of product withdrawal may also relate to the business operator's information obligation in Article 7(b). Consumers need to obtain correct information about the condition and guarantee of the goods and the way to use them. However, the information obligation does not mean that business operators can replace the product withdrawal required by Article 8(4) merely by giving notice that the goods have a defect. If the elements of a violation of paragraph (1) or paragraph (2) are satisfied, the consequence in paragraph (4) must be read according to its formulation. Likewise, providing additional instructions after the product has been traded does not automatically eliminate a nonconformity that has already occurred. In certain situations, new information may help consumers understand the risks of use and the available steps, but the basis for the cessation of trade and product withdrawal still needs to be observed. Communication has the function of supporting the implementation of protection, not of turning the withdrawal obligation into an option that can be fully replaced by a warning (Wahyudi et al., 2022).

The Consumer Protection Law establishes a relationship between the prohibition on production or trade and the obligation to withdraw goods from circulation. This relationship requires the determination of the relevant violation, an examination of the status of the goods, and a precise reading of the reference in Article 8(4). A clear legal framework is needed so that the obligations of business operators can be identified and enforced (Santoso et al., 2025). Mass manufacturing defects are a factual condition that may relate to several types of nonconformity, but they do not automatically prove all of the prohibitions in Article 8. The number of affected units and the magnitude of the risk matter for the scope of operational actions, while the normative obligation follows the elements of the article that are proven. Consumers who hold units affected by the same defect should also receive equal treatment in the handling of the product (Saputra et al., 2025). The official elucidation provides the basis for the authority of the minister and the relevant technical ministers to withdraw products without detailing every implementation procedure. Legal study needs to maintain the distinction among the prohibition on continuing trade, the obligation to withdraw goods, and the technical actions that can help carry out both responsibly.

Stages of Product Withdrawal, Allocation of Responsibility, Consumer Recovery, and Legal Consequences

The implementation of a recall for mass manufacturing defects requires attention to the position of the goods at the time the problem is discovered. Products still under the producer's control are in a different trading situation from goods already received by distributors or consumers. Therefore, an implementation design can conceptually begin with identifying the affected goods, limiting the continuation of sales, notifying those who hold the product, and determining the action to be taken on returned units. However, this sequence must not be presented as a standard administrative procedure that has been set out in detail by Article 8(4). The Consumer Protection Law provides the basis for the withdrawal obligation and the trading prohibition, but it does not regulate this entire operational sequence. This distinction allows the discussion to explain how the obligation can be realized without adding legal provisions that are not available. The handling stages are understood as an implementation framework that can help fulfill the normative consequences once a violation has been proven (Dewi, 2025).

Identifying the group of affected goods serves to determine the relationship between the defect and the units that have been traded. In mass production activities, business operators may have information on the time of manufacture, the type of component, the place of distribution, or particular markers that distinguish groups of goods. Such information can help limit action to the products that are in fact related to the problem found. However, this conceptualization does not establish an obligation to use serial numbers, production codes, or a particular digital recording system, because Article 8(4) does not specify such forms of identification. In the household appliance illustration, a problematic component may be used only in a certain group of products. An examination of the installation history can help clarify the scope of units that need to be handled. Conversely, if the facts show that the problem extends across several production groups, limiting product withdrawal solely on the basis of estimates that are not supported by examination may cause problematic goods to remain in trade. When defective products have been sold to customers, complaints become one way to address the problem and to ensure that similar problems do not recur in the future (Sulaiman et al., 2024). Accuracy of identification is an operational need that has a direct relationship with the purpose of product withdrawal.

Halting the continuation of sales is significant for goods still held in the business operator's inventory. If a group of products is proven to satisfy the elements of the prohibitions in Article 8(1) or Article 8(2), Article 8(4) directly prohibits trading those goods. In the distribution relationship, notifying parties who still hold stock can help ensure that the goods are not continuously offered to consumers. However, it is inaccurate to assume that an internal announcement without action on goods in circulation certainly fulfills all the consequences stipulated in paragraph (4). The obligation to withdraw has its own object (Putri et al., 2025). As an illustration, a producer stops shipping new goods but a number of the same products are still being sold by traders. This situation shows the difference between halting distribution from the source of production and handling goods that are already in the trade network. The cessation of sales and the retrieval of affected goods need to be understood through the position of each product in the transaction chain (Wahyudi et al., 2022).

Notification to consumers is an important element in handling products that are already in users' hands. Consumers may need information on the product name, the characteristics of the affected units, the reason for the corrective action, and the options available for handling the goods. However, the Consumer Protection Law does not stipulate one specific announcement format or publication period that applies to all product withdrawal activities. The explanation of the content of the notification in this study is therefore a communication proposal that helps implement the obligation, not a list of announcement elements expressly required by Article 8(4). In the illustration of an electronic device recall, consumers may need guidance to recognize their unit and to know to whom the goods can be handed over. Information that does not explain the scope of the product may leave relevant users unaware that their goods belong to the affected group. Notification that is incomplete or misleading can itself be a violation and place the business operator under liability (Utomo et al., 2025). Conversely, a notification that is too broad without explanation may create the impression that all models have the same defect. If a notification causes loss to consumers because it is inaccurate or neglected, the business operator may also face civil liability for the unlawful act (Rasid et al., 2025). The accuracy of communication helps reach the users who are actually related to the product withdrawal action.

The effectiveness of a product recall needs to be distinguished from the existence of a decision to carry it out. A company may announce that a certain product must be returned, but the number of users who actually respond to the notification may differ. Raithel, Hock, and Mafael (2024) examined consumer participation in corrective action after a product recall and found that the form of remedy, the likelihood of an incident, and the company's reputation are related to the level of participation. These findings show that a recall also depends on the actions of product owners after they receive the information. However, that analysis does not establish a minimum participation rate as a legal requirement for a recall under the Consumer Protection Law. In this study, success in reaching consumers is understood as a dimension of effectiveness that can be evaluated operationally. Meanwhile, determining whether the legal obligation has been fulfilled still requires reading the conduct of the business operator and the available normative basis. The number of goods successfully returned is important information for evaluating implementation, but it is not by itself the sole measure of overall liability.

Action on returned products may take several possible forms, such as re-examination, repair, replacement, or ceasing the use of certain goods. However, these options cannot be presented as a list of mandatory procedures that are entirely provided by Article 8(4). That provision speaks of withdrawal from circulation, while the form of consumer remedy has a basis that must be examined through other provisions. As an illustration, goods with a functional nonconformity may be repairable so that they again meet the promised condition. Other goods may require replacement because the character of the defect is not suitable for handling through the available repair. However, this analysis does not establish a business operator's right to always choose the cheapest form of settlement without regard to the interests of consumers. Article 4(h), Article 7(f) and (g), and Article 19 are related to compensation and replacement according to their respective elements. Article 19 of the law provides that business operators are liable for losses suffered by consumers as a result of using the products they supply (Rofiqi et al., 2025). Technical action on goods and individual recovery rights need to be assessed through different bases.

Allocation of responsibility between producers and traders matters when a problematic product has passed through several business transactions. Article 1 point 3 of the Consumer Protection Law gives a broad definition of

business operator, covering parties engaged in production as well as trade within the scope of that definition. However, the involvement of several parties does not automatically make every business operator liable in the same manner and on the same basis. Article 24 regulates the situation in which a business operator who sells goods or services to another business operator is liable for consumer claims, including resale without alteration and circumstances related to a change in the goods that the subsequent business operator did not know about. Paragraph (2) provides an exemption in the formulated circumstances if the other business operator resells with alteration. In mass product withdrawal, this provision is relevant to the relationship among sellers, but it must not be simplified into an automatic exemption for all parties other than the producer. The examination needs to determine the production actions, the alteration of goods, and the sales that actually took place. Responsibility should be assigned according to each party's proven conduct, and any circumstance that may remove liability must be examined before liability is imposed (Ardiansyah et al., 2025). Liability in the trade chain needs to be linked to the facts of the transaction and the relevant elements of Article 24.

Imported products may also relate to specific liability provisions. Article 21(1) of the Consumer Protection Law regulates the position of the importer of goods as the maker of the imported goods when the importation is not carried out by an agent or representative of the foreign producer as formulated. Where a product with mass manufacturing defects originates from abroad, the relevant party needs to be determined according to the actual importation and trade relationships. However, Article 21 cannot be used to state that all importers, regardless of the circumstances, always hold a position identical to that of the producer. The conditions stated in the article need to be examined. Likewise, this analysis does not use cross-border trade rules from other regulatory sources to determine all administrative obligations for the withdrawal of imported goods. The Consumer Protection Law provides a certain basis on the position of importers, but its application requires an examination of the transaction structure and the relationship of the parties concerned with the affected goods (Wahyudi et al., 2022).

Liability for product withdrawal also needs to be distinguished from the obligation to provide spare parts and after-sales facilities. Article 25 of the Consumer Protection Law regulates certain obligations for business operators who produce goods intended for continued use for at least one year, including the provision of spare parts or after-sales facilities and the fulfillment of agreed guarantees. This provision may be relevant if the defective product belongs to the character of goods mentioned. However, Article 25 does not state that all mass product withdrawal activities must always be resolved through component replacement. Handling under a warranty has a different scope from the obligation to withdraw goods that are proven to violate Article 8(1) or Article 8(2). As an illustration, a device may receive repair service under a guarantee, but this does not automatically eliminate the withdrawal obligation if the basis of Article 8(4) has been satisfied. After-sales service can support the resolution of the product's condition, while the withdrawal obligation still has a basis that must be fulfilled separately. The obligation to provide after-sales service, complaint channels, and corrective action, including product withdrawal, becomes part of the compliance standard evaluated when consumers claim compensation (Risman et al., 2024).

The right to compensation is related to consumer losses that have already occurred as a result of using the goods. Article 19(1) regulates the liability of business operators for damage, pollution, and/or consumer losses caused by goods or services that they produce or trade. The forms of remedy in paragraph (2) may include a refund, replacement of goods or services of the same kind or equivalent value, and other forms mentioned in that provision. However, the existence of a mass product withdrawal does not automatically prove that all owners of the product have suffered the same loss. Consumers who have not yet used the goods may be in a different situation from users who have suffered damage to other property or injury. The examination needs to consider the form of loss, its relationship with the condition of the product, and the basis of the claim submitted. Compensation accepted under pressure may not reflect a fair settlement of the loss (Bowo et al., 2025). Product withdrawal can reduce the continued circulation of problematic goods, but it does not by itself resolve all the consequences already experienced. Individual remedies must be placed as an assessment separate from the product withdrawal action (Freitas et al., 2024).

Article 19(3) stipulates that compensation is to be provided within seven days after the date of the transaction. This provision needs to be read according to the formulation actually available. In a situation of mass manufacturing defects, the problem may be discovered some time after purchase, even when many consumers have already used the product. However, the analysis cannot change the starting point of the time limit in Article 19(3) into the time of the product withdrawal announcement or the date consumers learn of the defect without an additional permissible legal basis. This situation shows the importance of distinguishing the factual chronology from the time rule that is expressly stipulated. Article 19(4) also affirms that the provision of compensation does not remove the possibility of criminal charges based on further proof of the element of fault. Therefore, resolving consumer losses through a refund or replacement of goods does not automatically eliminate other consequences that have their own basis. A remedy should give affected consumers a lasting result, not only a quick settlement (Mardikaningsih & Halizah, 2026). Handling defective products requires reading legal consequences that do not stop at the success of returning the goods to the company.

Exemptions from liability need attention so that all damage occurring after a transaction is not automatically declared to be the result of a manufacturing defect. Article 19(5) provides an exemption from paragraph (1) and

paragraph (2) if the business operator can prove the consumer's fault. Article 27 also regulates several circumstances of exemption from liability for business operators who produce goods. However, neither provision can be used generally to negate every claim merely because the product is already in the buyer's possession. Grounds that remove liability must be examined carefully and applied only when each of their elements is proven (Ardiansyah et al., 2025). The examination requires attention to when the defect arose, the cause of the damage, the use of the goods, and the relationship of the circumstances with the provision invoked as a defense. The elucidation of Article 27(b) specifically links a defect that arises later with the guarantee period as agreed, while the elucidation of letter (e) explains the relationship between the agreed time period and the warranty period. Exemption from individual liability must follow the precise elements and does not automatically remove the product withdrawal obligation under Article 8(4) if the basis of the violation is still satisfied.

Proving the relationship between a defect and a loss has a different character from proving the scope of goods that need to be withdrawn. In a compensation case, consumers may need to show the condition of the product and the loss suffered. Meanwhile, business operators have a relationship with production information, quality inspections, or the condition of goods that have been traded. Article 28 of the Consumer Protection Law regulates the burden of proof regarding the presence or absence of an element of fault in a compensation claim referred to as the liability of business operators. However, this provision cannot be interpreted to mean that all elements of loss, causal relationship, and violation are automatically proven merely because a consumer files a claim. In mass cases, the similarity of defects across units may be a relevant fact, but the assessment of individual consequences still requires a separate examination. Mapping the chain from defect to loss in an orderly way helps the parties see where the causal link is proven and where it is not (Darmawan, 2024). The proof for product withdrawal and the proof for compensation are factually related, but they are not entirely identical (Ahsan & Gunawan, 2014).

Supervision has a place in handling problematic goods because Article 30 of the Consumer Protection Law regulates the supervision of consumer protection implementation according to the roles stated in that provision. The elucidation of Article 30(3) gives examples of activities such as research, testing, or surveys of goods and services in circulation. In the context of mass manufacturing defects, supervisory information can become a basis for recognizing product conditions that require further examination. However, Article 30 does not establish the entire technical procedure for product withdrawal based on the number of reports, the level of defects, or particular test results. Article 29 on guidance is also related to improving business operators' understanding of safety rights and trade obligations (Cristina, 2023). Guidance should be balanced so that business operators, including small ones, can comply without an excessive burden (Lestari et al., 2025). Neither provision may be treated as a basis for creating a mandatory inspection schedule that is not stated in the Consumer Protection Law. Supervision and guidance support the implementation of protection, while the product withdrawal obligation at the center of this study still originates from Article 8(4).

The handling of mass manufacturing defects may give rise to several consumer claims with similar interests. Article 46(1) of the Consumer Protection Law recognizes the possibility of a claim by an injured consumer or the heirs, a group of consumers with the same interests, parties meeting the specific requirements in that provision, and the government or relevant agencies in certain circumstances. Article 46(2) places claims from the parties mentioned in letters (b), (c), and (d) in the general courts. A matter involving many product owners may be related to the settlement of claims that are not limited to a single consumer. Good faith from consumers and business operators alike affects how such claims are presented and answered (Paramananda et al., 2025). However, the similarity of a product model does not automatically prove that all users suffered identical losses or have the same claim interest in every situation. Determining the group must pay attention to the relevant factual relationship and the scope of the provision. The mass character of a defect may affect the form of the claim, but its legal consequences still require an examination of the position and interests of the parties (Deswari et al., 2025).

Article 45 provides the option of dispute resolution through the court or outside the court according to the formulated circumstances. Meanwhile, Article 47 provides a basis for out-of-court settlement to reach an agreement on the form and amount of compensation or certain actions so that losses do not recur. Product return mechanisms and dispute resolution must be easily accessible and efficient so that consumers feel properly protected (Irfan & Negara, 2023). Respectful treatment of consumers during settlement affects whether the outcome is accepted by both sides (Darmawan & Mardikaningsih, 2025). In a case of products with mass defects, an agreement may relate to the form of replacement, repair, or other actions relevant to consumers. A settlement that restores the position of the parties can also reduce the need for a prolonged dispute (Megawati et al., 2025). However, this analysis does not establish that every agreed action automatically has the status of a product withdrawal procedure under Article 8(4). Dispute resolution and the withdrawal obligation have related but different objects. Article 23 also provides a basis for a claim when a business operator refuses, does not respond to, or does not fulfill a compensation claim as referred to therein. The availability of a dispute mechanism does not eliminate the need to carry out the trading prohibition and product withdrawal if the requirements of Article 8(4) have been satisfied.

Criminal provisions are directly related to violations of Article 8. Article 62(1) of the Consumer Protection Law includes Article 8 in the group of acts that may be punished with imprisonment of up to five years or a fine of up

to two billion rupiah. However, this threat cannot be imposed merely because a business operator announces a voluntary product withdrawal or receives a number of complaints about a product. Proof of the relevant elements of violation is required. Misleading information given to consumers is one form of violation that may bring criminal liability when its elements are proven (Rusman et al., 2025). Article 61 provides a basis for criminal prosecution of business operators and/or their management. In certain situations, the examination of a criminal offense may be related to investigative authority under Article 59, including the examination of relevant documents, statements, and goods. Criminal consequences must be placed on proven conduct, not on the existence of a product withdrawal program as a commercial action alone (Ahsan & Gunawan, 2014).

Article 63(e) provides the possibility of an additional penalty in the form of an obligation to withdraw goods from circulation for the criminal sanctions referred to in Article 62. This provision has a different position from Article 8(4). Article 8(4) establishes product withdrawal as an obligation resulting from a violation of paragraph (1) or paragraph (2), while Article 63 places it as one form of additional penalty that may be imposed. It is inaccurate to state that product withdrawal can only be carried out after a criminal verdict has been handed down. The obligation to withdraw products and to notify the public, if required, is part of the responsibility to minimize further adverse impacts (Nugraha et al., 2024). Conversely, it is also inaccurate to state that every violation of Article 8 automatically results in all the additional penalties mentioned in Article 63. Additional penalties must follow the violation that is actually proven (Pastrio et al., 2025). Article 60 has its own scope concerning administrative sanctions for violations of the provisions it specifically refers to, and Article 8(4) is not a direct object of that list of violations. The reading of legal consequences must separate the product withdrawal obligation, the possibility of additional penalties, criminal sanctions, and administrative authority, each of which has a specific basis.

The decision to withdraw a product may also relate to reputation and the continuity of business activities. Liu, Shankar, and Yun (2017) examined the effect of product recalls and crisis-handling strategies on firm value in the long term in the automotive industry that was the object of their study. A recall event is not only a matter of physically returning products, but also relates to the company's actions in facing circumstances that affect market trust. A company's ability to stay resilient after a recall depends on how it responds to the problem (Mardikaningsih et al., 2024). However, the interest in protecting reputation cannot be placed as a basis for ignoring obligations already determined by the Consumer Protection Law. Conversely, the existence of a product withdrawal must not be regarded as automatic proof that all parties within the company have committed a criminal offense. This difference is important because corrective action may have commercial and legal characters that are not always the same. Accountable handling needs to be oriented toward consumer protection while keeping the legal assessment based on conduct that is actually proven.

The results of the discussion on implementation show that a mass product recall requires attention to information on the affected units, trading status, communication actions, and the rights of consumers who have already obtained the goods. However, these stages are an operational design analyzed to explain the implementation of the obligation, not a standard procedure that has been fully detailed in Article 8(4). The allocation of roles among producers, importers, and traders needs to be examined through Article 21 and Article 24 according to their respective elements. Compensation has its basis in Article 19 and other relevant provisions, while dispute resolution may follow Article 45 through Article 47 according to the circumstances. Supervision and investigation have their own scope, while Article 62 and Article 63 regulate the possibility of criminal consequences and additional penalties. A responsible product recall requires distinguishing among the obligation to halt circulation, the need to contact product owners, and the resolution of consequences that consumers have already experienced.

CONCLUSIONS

The obligation to withdraw goods from circulation in Article 8(4) of the Consumer Protection Law has a direct basis in violations of Article 8(1) and Article 8(2). Where mass manufacturing defects are found, determining that obligation requires an examination of the character of the nonconformity and its relationship with the prohibitions referred to. A manufacturing defect may relate to nonconformity with standards, condition, quality, offer promises, or goods that are traded without complete and correct information. However, not every suspected defect automatically satisfies all of these elements. Article 8(4) regulates the consequences of a prohibition on continuing trade and an obligation to withdraw goods from circulation. These two consequences have different objects of action, because the cessation of trade is directed at the continuation of transactions, while product withdrawal relates to goods that have already entered circulation. The official elucidation of that paragraph states the authority of the minister and the relevant technical ministers to withdraw goods or services, but it does not provide the entire operational procedure. The withdrawal obligation has a firm normative basis, while the details of its implementation stages cannot be fully determined on the basis of the Consumer Protection Law alone.

The implementation of a product recall for mass manufacturing defects needs to pay attention to the presence of the goods in the trade chain and the possibility that the products have been used by consumers. Identifying the group of affected units, halting sales, communicating with product owners, and handling returned goods are operational steps that

can help carry out the obligation. However, these actions need to be distinguished from technical legal requirements that are not detailed by the law. Article 21 and Article 24 are relevant to the position of importers and the relationship of liability among business operators. Article 19 provides the basis for the recovery of consumer losses, while Article 27 and Article 28 are related to exemptions from liability and evidence. Article 45 and Article 46 open space for the settlement of individual claims as well as claims involving similar consumer interests according to their provisions. Meanwhile, Article 62(1) regulates criminal threats for violations of Article 8, and Article 63(e) provides the possibility of product withdrawal as an additional penalty. The product withdrawal obligation cannot be equated with compensation or an additional penalty, because each has a different legal basis and purpose.

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