



Legal Review of Implementation of Cooperation Agreements between Agents and Distributors in Business Law Principles

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Abstract – This study examines the cooperation agreement between agents and distributors in the distribution of 3 kg Liquefied Petroleum Gas (LPG). A law consists of regulations that govern society, and a treaty is an agreement where parties commit to certain obligations, ensuring legal certainty and justice. LPG, typically a colorless and odorless fuel, is crucial for various domestic and international uses. The research focuses on how well the Agent-to-Distributor cooperation agreement is being implemented and the legal consequences if the distributor fails to comply with it. Using empirical legal research methods, the study gathers relevant data and analyzes the effectiveness of the cooperation agreement. The findings indicate that the implementation of the agreement is generally in line with the written terms. However, if the distributor does not adhere to the agreement, they may face legal penalties, including sanctions and fines. This research highlights the importance of contractual agreements in ensuring smooth LPG distribution and the need for compliance to avoid legal repercussions.

Keywords: Law, Distribution, Agent, Pangkalan

I. INTRODUCTION

In the era of globalization and free markets, business actors have unprecedented opportunities to market goods and services effectively. To create a conducive business climate, it is essential to control the distribution of these goods and services, whether directly or through intermediaries. This control not only aims to protect consumers but also to ensure legal and business certainty for the involved parties. Agreements between business actors, grounded in the applicable legal provisions of the Civil Code (KUHP) and other regulations, are fundamental to these relationships. The principle of freedom of contract allows parties to establish various agreements, provided they meet the legal requirements for validity as outlined in Book III of the KUHP, (Sudjana, 2022).

Indonesia, rich in natural resources, is particularly known for its natural gas reserves, which are integral to various aspects of daily life. Historically, kerosene was the primary cooking fuel before the introduction of Liquefied Petroleum Gas (LPG) to reduce government subsidies and pollution. In 2007, the Indonesian government initiated a kerosene conversion program aimed at promoting the use of LPG as a cleaner, practical fuel for households and micro-enterprises (Direktorat Jendral Minyak dan Gas Bumi).

Before using Liquefied Petroleum Gas (LPG) in various daily needs, Indonesians use kerosene as cooking ingredients. Replacement kerosene to liquefied petroleum gas lpg tube ke aims to stop fuel subsidy that must be borne by the national budget and to reduce

pollution. Emerged as the sea supplies kerosene where hopefully this can replace the extinction of kerosene in the community still pressure household expenditure. In 2007 the government began implementing a kerosene conversion program to Liquefied Petroleum Gas (LPG) (Subakdo & Nugroho, 2016). The objective of the diversification is to diversify energy supplies to reduce the dependence on fuel oil, especially kerosene, to reduce the misuse of subsidized kerosene, to reduce the government budget in relation to the provision of subsidies, and provide practical and clean fuel for households and micro-enterprises (Direktorat Jendral Minyak dan Gas Bumi).

The distribution of LPG is not carried out directly by PT. Pertamina, but through the distribution channel, it is a 3 Kg LPG Agent. A distribution channel consists of a group of companies or individuals who have ownership of a product or service and help transfer ownership rights of a product or service when it is about to be transferred from a seller to a buyer, Agents have a core role in marketing. Agents act as gas distributors in designated areas to make distribution faster and more equitable.

In this case PT. Pertamina in carrying out the distribution of LPG marketing activities issued a business cooperation permit to Agent entrepreneurs to be able to distribute LPG to the community. It is explained that in the Cooperation Treaty some things are not permitted and some things are permitted to the parties. The promissory note only mentions things that are not permitted in the distribution, namely Article 3 paragraph (1) of the 3 kg LPG (Liquefied Petroleum Gas) cooperation agreement, stating that the second party is not allowed to distribute 3 kg LPG to the industry sector and LPG voters.

The distribution of 3 kg LPG (Liquefied Petroleum Gas) by Y base is only allowed to distribute 3 kg LPG to the community and micro businesses. in 2019, the second party's implementation in the distribution of 3 kg LPG was given to micro enterprises. Micro businesses are businesses that have a one-day income of not more than Rp1,000,000.00 - (one million rupiah). According to PT X agents, Y base has committed violations so Y base has to pay compensation. PT X agents assume that Y base should not distribute and sell 3 kg LPG to micro enterprises.

This study aims to analyze the legal implications of cooperation agreements between agents and distributors in the context of LPG distribution, particularly examining compliance, consumer protection, and the legal framework that governs these interactions. The findings will highlight gaps in current practices and suggest recommendations for enhancing legal certainty in business operations.

II. METHOD

The method of research used by the author is the jurisdictional study of empirical law. Juridical empirical research is a legal method that uses empirical facts taken from human behavior. Jurisdiction refers to the legal authority of a court or regulatory body to hear and decide cases, enforce laws, and administer justice within a specific area or over particular types of legal matters. It can be defined territorially (geographically) or based on the subject matter (the nature of the case). Empirical research involves gathering and analyzing data through observations or experiments to understand real-world phenomena. In the context of cooperation agreements between agents and distributors, this research focuses on various human behaviors that influence how these agreements are formed, executed, and enforced.

Both verbal behaviors obtained from interviews and real behavior performed through direct observation (Afifuddin & Saebani, 2018) Empirical research is also used to observe the results of human behavior in both physical and archive relics. These methods are chosen by the author to collect data that the author has obtained about the legal review of the implementation of cooperation agreements between agents with distributors in the principles of business law. (Salim & Syahrudin, 2012).

III. RESULT AND DISCUSSION

3.1 Implementation of a 3-kilogram LPG gas distribution cooperation agreement between PT. X with Y base

The negotiation process for the 3-kilogram LPG distribution agreements involves various stakeholders, including PT Pertamina, agents, and distributors. Their behaviors during negotiations can be influenced by factors such as power dynamics, relationship history, and market competition.

a. Trade and Contract

Treaties are commonly known or referred to as contracts, which are adopted and the English term "contract", and are also known as "treaties" or "overeenkomst" in Dutch. In civil law, treaties are also known as "treaties". The treaty is set out in article 1313 of the Civil Code, which states "agreement is an act that occurs between one or more people tying their thorns to others or more."

Results should be clear and concise. In the Discussion, it is the most important of your article. Make the discussion correspond with the finding but do not reiterate the discussion. The above definition, according to (Badrulzaman, 1994), is considered too broad and incomplete. It is too wide because it is also considered to include matters concerning marriage vows, which are acts within the family law that give rise to treaties as well, but are special in nature because they have their own legal arrangements. It is considered incomplete, because it only formulates unilateral agreements.

Black's Law Dictionary give the understanding of the treaty as "an agreement between two or more persons which creates an obligations to do or not to do a peculiar things.". Another definition conveyed by (Fuady, 2002) is a series of agreements or agreements. Where the law provides compensation for the performance of the contract, and by law, the implementation and the contract are considered to be a task to be carried out". Agreements between one party and another are intended to ensure the performance of each party's rights and obligations so that the agreement can reflect the balance or equality of rights and obligations and is a reflection of the principle of *sunt servanda* that every promise must be kept.

Treaties are often encountered in everyday life both in writing and in orally. If there is a treaty, then there are conditions for the parties to the treaty, and if there is a treaty, it cannot be nullified or void. because there is a lawful covenant, which guarantees the rights and obligations of the parties to the covenant.(Subekti & Tjitrosudibyo, 2003). Basically anyone can contract with anyone they want as long as the person is not prohibited by law from contracting. The parties to this contract may be individuals or business entities that are not legal entities or legal entities. In contracting, the parties involved in the contract may act on behalf of and on their own account, but may also act on their own account, but on behalf of others may even act on behalf of others. The terms applied to this contract shall be meaningful or easily understood, and the terms contained in this contract shall be :

First Party is the official agent of PT. Pertamina which includes business activities for the provision, sale, and distribution of LPG 3 kilograms. The second party is private and or individual who conducts business activities in the form of receiving the allocation of the determined LPG and the First Party, pay the price of the first party's LPG allocation amount, sell the LPG 3 kilograms to the community, households, and micro, small and medium enterprises. As a result, all of these activities are known as Pangkalan; Retailers are those who buy LPG 3 Kilograms from the Second Party (Pangkalan) with no more than 25% of the monthly LPG 3 Kilograms allocation given by the First Party.

The LPG 3 Kilograms allocation is the large number of LPG 3 Kilograms content tubes determined by the First Party to be received and used as a payment basis by the Second Party (Pangkalan) which is then sold to the community, households, and Micro, Small, and Medium Enterprises and retailers; Refill price is the nominal amount of price given for refilling LPG 3 Kilograms which refers to the Government's provisions that apply in the distribution area of the First Party Log Book Area is the limit of the sales and distribution area for the First Party. The Log Book is a document or book used by the second party to

record every LPG revenue from the First Party and/or distribute the LPG 3 Kilograms to communities with micro-small and medium-sized enterprises and households (Rustandi et al., 2022).

b. Distribution Cooperation Treaty LPG 3 Kg

Contract execution. The term of this contract is valid from the date of the signing of both parties on 31 December 2021 and the time when the work order will be implemented when both parties will sign. The signing date from both parties becomes the beginning of the calculation of the time to implement the work until the termination of the working time. And this agreement is valid until the appointed time, on December 31, 2022. Making this agreement is carried out in a healthy condition and there is no coercion from both parties and made with 2 (two) with the original material of Rp. 6000, - (six thousand rupiah).

The First Party and Second Party have agreed to extend the LPG gas distribution agreement of 3 kilograms on December 31, 2021 and the contract will expire on December 31, 2022. The making of the Agreement was carried out in a healthy condition and there was no coercion from both parties and it was made with 2 (two) coins with the original material of Rp. 10,000, - (ten thousand rupiah). The parties that oversee the proceedings of this agreement can be supervised from both legally valid parties. In the situation that forces the agreement to terminate, it can be seen from the second party's act of violation and it also begins with Warnings 1 and 2 and then the Termination of Business Letter.

Contract work. Both parties have agreed that the number of normal LPG 3 Kilograms (quota) allocation is at least 560 tubes/month. Chapter 3 verse 3.1. In this agreement, the allocation of shipments may change at any time in accordance with the amount of allocation provided by PT. Pertamina to the First Party. The delivery of the predetermined allocation amount, the First Party believes it through a fleet belonging to the First Party. The first party will give the delivery schedule to the Kadua Party, then in case the second party is unable to accept the amount of allocation sent, the allocation can be transferred to another base. The Second Party must have its own LPG tube at least 2x (times) and the number of deliveries.

Prohibition on Contracts. In the above agreement there are prohibitions that are not allowed from the Second Party, namely:

1. The payment must be deposited into the account designated by the first party 3 (three) days before the goods are sent to the second party using a cashless system
2. Work well with the first party for the smooth distribution and distribution of 3 Kg LPG to meet the needs of the community in accordance with their allocation regulations stipulated by central and regional government regulations.
3. Active and responsible for complying with all rules and regulations provided by the first party and the regulations stipulated by PT. Pertamina Patra Niaga, Central and Regional Governments.
4. Maintaining the smooth distribution of 3 Kg LPG to consumers and having to maintain the image of the first party to the community by ensuring satisfactory and optimal service to consumers.
5. It has a permit determined by the Regional Government, (Village Head, Kelurahan).
6. Possessing or controlling a safe place for 3 kg LPG storage, providing light fire extinguishers, which have proper certifications for use, weighing tools that are still valid for Thermological certification.
7. It has its own 3 kg LPG cylinder for its spin/Rolling.
8. Set up baseboards in a clear and public place.
9. Completing administrative equipment such as staples, sales notes and documents related to the sale of 3 kg LPG.
10. It is prohibited to stockpile 3 Kg LPG for the purpose of obtaining personal, other party profits or which may cause a scarcity of 3 Kg LPG.
11. Selling LPG only to household (RT) users, Micro Enterprises (UM), and other businesses, with a set percentage.

12. It is prohibited to sell 3 kg LPG to Industry/People and outside of consumers as stipulated in article J.
13. It is prohibited to move/opt the 3 Kg LPG to other tubes, if the second party is proven to do this, it becomes the responsibility of the second party without involving the first party, and there will be a suspension of the 3 Kg LPG supply and a termination of business relationship.
14. It does not become another 3 Kg LPG Base Agent and or receives 3 Kg LPG shipments from other LPG agents.
15. It is mandatory to record the LPG 3 Kg transaction administration (logbook) properly and in accordance with the provisions, which then hand it over to the first party at the end of each month, the Sales Administration to the Consumer (logbook) must be kept properly and can show if there is an inspection from PT. Pertamina Patra Niaga or Intansi is authorized.
16. This cooperation agreement can be terminated by the first party, if there is no match for the second party without prosecution from the second party.
17. If the second party violates or makes a mistake outside the regulations stipulated by PT.

Payment to Parties. That the two parties have agreed that the LPG refill price of 3 Kilograms is Rp. 16,000,-/tube. That the Second Party is obliged to make payments to the First Party by Cashless. The Second Party must make the payment in advance according to the schedule of the amount determined by the First Party. This Base Agreement may change and or be declared invalid if any action by a second party is deemed to be in violation of this Agreement, and or not performing the functions of the base under the provisions of the penal provisions for violations under this Agreement shall be made and stated in the addendum of a letter inseparable from this Agreement.

3.2 Due to the law if Pangkalan does not implement a Cooperation Agreement between Agents and Pangkalan in the distribution of 3 Kg LPG.

a. Wanprestasi

Wanbeeher is a Dutch word for "bad management" and "wanddad" for "bad deeds" or "bad actions." which refers to poor performance or negligence in the performance of obligations or achievements in a treaty. According to M.Yahya Harahap, the achievement is when a person does not complete his or her obligations properly. The debtor is considered to be a default if he or she is late or fails to perform the obligation within the agreed time or is not in accordance with the appropriate conditions. In other words, prestige occurs when one does not perform one's obligations properly and on time. The obligations to be performed by agents and bases are called achievements. Achievements can be one-sided or reciprocal, depending on the agreement. Usually, achievements are regulated in agreements, but may also be based on customs, ethics, or laws. If the achievement is not done, it is called a prestige or pledge. In the example of this Cooperation agreement, the obligatory parties are agents and 3 kg LPG bases. (Sinaga et al., 2023)

Compensation for losses is regulated in articles 1243-1252 of the Civil Code, which means compensation for losses through costs, losses, and interest. In the Lpg 3 Kg base cooperation agreement, Pertamina as a gas producer sells it through agents, not directly to consumers. This means that there is no direct contract between the manufacturer and the consumer. The agreement is valid between the parties involved in the agreement. This principle is described in article 1315 and article 340 of the Civil Code, which states that a person cannot bind himself on behalf of himself or ask for an appointment for himself. Article 1340 of the Civil Code also states that the agreement is only valid between the parties making it, except in certain cases stipulated in Article 1317 of the Civil Code. Thus, a person has freedom in making agreements as long as it does not violate public order or decency, in accordance with article 1338 of the Civil Code. (Sinaga et al., 2023)

b. As a result of the law if the base does not implement a cooperation agreement

As a result of wan achievement. Nonfulfillment (nonfulfillment, breach of contract, or injury of promise), according to Munir Fuady, is the failure of the performance or obligation as required in the contract, which is the default of the contract, resulting in losses caused by one or the parties' mistakes. The forms of performance performance are that the debtor does not fulfill the performance at all, the debtor is too late in fulfilling the performance of the debtor's performance, not as it should be.

The legal basis of Article 1243 of the Civil Code (KUHP), reads "The compensation for expenses, losses and interest due to non-fulfillment of a bond is made mandatory, if the debtor, even though it has been declared lalai, but lalai, is negligent to fulfill the bond, or if he has only to give or to do so for a time beyond the time appointed." i.e.: Violations committed against matters prohibited under Article 9 shall be sanctioned; Sanctions shall be granted in the form of WARNING Letter 1-2 and/or Penalties of Fines and/or Sanctions of Disconnection Business; First Party shall have the authority to impose sanctions on Second Party based on the consequences. imposed; a fine penalty may be imposed on the Second Party if the First Party suffers a loss due to the Second Party's actions without having to begin with a Notice of the Acts is that in Article 9 of this Agreement; the Termination of Business Sanctions may be imposed on the Second Party if it has been receive twice the Warning Letter and has received guidance and a First Party; Termination of Business Sanctions may be imposed on the Second Party in the event of a violation under Article 9 letter H;

In the case of the Second Party erforming the acts specified in Article 9 letter A of the Agreement, the First Party shall impose a penalty of Termination of Business by not compensating for or incurring any damages incurred by the Second Party; That the First Party may also provide a WARNING letter 1-2 and/or a fine penalty, and/or the Second Party's termination of business in violation of Article 6 Paragraph 6.1 and/or Article 8 Paragraph 8.1 of the Agreement. (Syaifuddin, 2012). Article 10 of the agreement contains sanctions and fines, as a consequence of the law described in this section if the first party violates the prohibition under section 9 of this Agreement and the sanctions imposed in advance by issuing warning letters 1 to 2 then if there is no minimal change in ethics either will be imposed a fine or a termination of business. The first party has the right to sanction the second party with the situation legally imposed by the second party, if the second party causes losses due to the second party's actions, then the penalty to be imposed is a fine.

Sanctions for Termination of Business Relations can be given to the second party directly if the second party is still committing violations after receiving a warning letter twice and receiving coaching from the First Party. Then the sanction for termination of business relations can also be given directly if the second party commits an act of violation in Article 9 Letter H. The first party may impose a direct termination of business and not compensate for or incur any loss incurred by the Second Party if the Second Party commits the act specified in Article 9 Subsection A of this Agreement. And if the Second Party commits violations in Article 6 Paragraph 6.1 and Article 8 Paragraph 8.1 the First Party can provide warning letters 1 to 2 and or fines and penalties for termination of business relations.

The legal basis. Article 1267 of the Civil Code, reads: "A party against whom the bond is not satisfied, may choose; compel the other party to comply with the agreement, if it can still be done, or demand the cancellation of the agreement, with reimbursement of costs, losses and interest." Due to the cancellation of the agreement, Articles 1451 and 1452 of the Criminal Code are regulated. The legal consequence of the termination of a treaty is the reinstatement of the original position as it had been before the treaty. The consequences of the termination of the treaty can be seen from two aspects. First, cancellation of a treaty that violates the subjective conditions of the treaty so that the treaty can be canceled, and second is cancellation of a treaty that violates the objective conditions of the treaty that is canceled for the sake of the law. (Hernoko, 2010).

IV. CONCLUSION

The implementation of the cooperation agreement between the agent and the base was carried out by PT. X as the first party with PT.Y as Second Party runs in accordance with the agreement containing Articles such as Terms, Contract Execution, Contract Operation, Contract Prohibition, Contract Change, Contract Signing Party and Contract Payment. Based on the rules of the Civil Code and the laws governing Law Protection agreements, it is to provide assistance to human rights that are harmed by others and this protection is provided to the community so that they can enjoy all rights granted by law or in other words protection Law is the range of legal efforts that law enforcement authorities must provide in order to provide a sense of security, both mind and physically of interference and various threats from any party. The agreement regarding legal responsibility has also been made in accordance with Article 1233, Article 1235, Article 1243, Article 1266, and Article 1267 of the Civil Code.

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