

## LEGAL ANALYSIS OF THE APPLICATION OF CONSUMER PROTECTION TO SPARE PARTS WARRANTY IN THE SALE AND PURCHASE OF HONDA MOTORCYCLES (STUDY IN CV. GRAHA HONDA MARTUBUNG)

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### ABSTRACT

The growth of the automotive industry, particularly motorcycles in Indonesia, has driven an increase in sales and purchase transactions, where spare parts warranties are one of the important factors in consumer decision-making. However, uncertainties often arise regarding warranty implementation, leading to conflicts between sellers and buyers. This study aims to analyze the implementation of consumer protection related to spare parts warranties in motorcycle sales and purchase transactions at CV. Graha Honda Martubung, as well as identify inhibiting factors and applicable solutions. The research method used is empirical juridical with a descriptive analytical approach. Data was collected through library research and field research, including interviews with company representatives, consumers, and relevant legal experts. The results show that the implementation of spare parts warranties at CV. Graha Honda Martubung is largely in accordance with regulations, but there are several obstacles such as insufficient socialization to consumers regarding warranty terms, claim procedures that are still considered complicated, and limited stock of certain spare parts. Based on the analysis results, this study provides recommendations including increased socialization, simplification of claim procedures, and better stock management to improve services and consumer protection.

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## INTRODUCTIONS

Legal protection for consumers is not made to shut down the business of business actors, legal protection for consumers is expected to encourage a healthy business climate that encourages the birth of a resilient company to face competition through the provision of quality goods and/or services. In general and fundamentally, the relationship between producers (companies that produce goods and/or services) and consumers (users of goods and/or services for themselves or their families) is a continuous and continuous relationship. This relationship occurs because both of them do want each other and have a fairly high level of dependence on each other. (Hasanah & Yasin, 2022)

This is systematically used by producers in a distribution and marketing system of goods products to achieve productivity and effectiveness levels in order to achieve business goals. Up to the stage of the distribution relationship, it produces a relationship of a nature, namely an increasing demand from the community so that producers are required to increase their productivity. Because of its large nature, the role of the state is needed in order to protect the interests of consumers, so that consumer protection laws are regulated.

Nowadays the automotive industry in Indonesia is experiencing progress for two-wheeled vehicles or motorcycles, this is because the public has not felt the availability of efficient public transportation provided by the government, besides that another factor is because of the ease of buying new motorcycles today. Motorcycle manufacturers are also currently competing to improve and create good innovations to attract public interest. Product quality is one of the factors that consumers consider in buying a product. (Estirawati, 2024; Oktarini et al., 2024)

In Law Number 8 of 1999 concerning Consumer Protection (hereinafter referred to as the UUPK) Article 7 regulates the obligations of business actors, including:

- a. Good faith in carrying out business activities;
- b. Provide true, clear, and honest information about the condition and warranty of goods and/or services and provide an explanation of use, repair, and maintenance;
- c. Treat or serve consumers correctly and honestly and non-discriminatoryly;
- d. Ensuring the quality of goods and/or services produced and/or traded based on the provisions of the applicable quality standards of goods and/or services;
- e. To provide opportunities for consumers to test, and/or try certain goods and/or services and to provide guarantees and/or warranties for goods made and/or traded;
- f. Provide compensation, compensation and/or reimbursement for losses resulting from the use, use, and utilization of traded goods and/or services;
- g. Provide compensation, compensation and/or reimbursement if the goods and/or services received or utilized are not in accordance with the agreement. (Ramadhan & Saputra, 2025; Suparni, 2020)

In Article 7 letter e states that business actors are obliged to provide guarantees and/or warranties for goods made or traded. After-sales service is the responsibility of business actors for the quality of the goods they sell which can be provided in the form of follow-up consultation, or warranty in the form of replacement of damaged goods, maintenance, provision of spare parts and so on. Honda also has after-sales service, this can be seen by the warranty provided on every purchase of a new Honda motorcycle, and also AHASS (*Astra Honda Authorized Service Station*) is the official workshop of Honda which has the H2 logo on each outlet. However, whether the warranty provided has provided legal protection to consumers.

After-sales or better known as after-sales agreements, will occur when the consumer has made a purchase transaction, and the seller continues to provide various information related to the products offered after the sale, which parts of the product can be served and which parts of the product cannot be served but need additional costs (costs). The party who makes the agreement has basically been given freedom by the law as stated in the civil law book or known as the principle of freedom of contract. Thus the parties involved in the sale and purchase agreement should be subject to the agreement that has been made. (Aqil et al., 2025; Edyansyah et al., 2022)

This research focuses on the Honda brand motor vehicle warranty rules carried out by CV. Graha Honda, In buying and selling the vehicle, of course, it cannot be separated from the parties interested in it, namely Graha Honda's marketing and potential buyers or consumers. Graha Honda Marketing markets Honda brand motor vehicles to potential buyers in the surrounding Medan area, the existence of a Personal Warranty Determination has an important role in the process of Providing Warranty Motorcycles purchased by Consumers newly, especially Honda motorcycles in the surrounding Medan area. The form of sales made is also very diverse, namely there are those who make transactions with cash, and the warranty agreement is essentially made by the seller as an additional agreement (*Accessories*), while the principal agreement is a motor vehicle sale and purchase agreement. So the warranty agreement arises due to the agreement on the sale and purchase of the motor vehicle. A warranty is a certificate of a product that the manufacturer guarantees that the product is free from worker errors and material failures within a certain period of time. In addition, a warranty is a form of guarantee attached to a sale and purchase agreement, so that the warranty will occur after the occurrence of the sale and purchase agreement. (Mantoro et al., 2025)

Warranty in the practice of buying and selling Honda brand motor vehicles is a form of additional agreement (accessoir) attached to the principal agreement in the form of a sale and purchase agreement. The existence of a warranty does not stand alone, but functions as an instrument of legal protection for consumers over the quality and feasibility of the goods traded, especially related to spare parts. In this context, the implementation of warranty agreements at Graha Honda is important to be studied because it concerns the compatibility between the normative provisions in consumer protection laws and regulations and the practice of its implementation in the field. The analysis is focused on how the warranty clause is formulated, how the rights and obligations of the parties are exercised, and the extent to which the implementation of the warranty provides legal certainty and a sense of justice for the consumer. (Rizki & Dilaga, 2022)

This study also examines legal arrangements related to consumer protection of Honda motorcycle parts warranty in Indonesia, including its implementation and application to CV. Graha Honda Martubung. The discussion was directed at evaluating the effectiveness of the implementation of spare parts warranty on consumers, including claim procedures, limitations on business actors' responsibilities, and obstacles faced in practice. This analysis aims to assess whether the implementation of consumer protection has been carried out in accordance with the principles of legal protection, transparency, and goodwill in the agreement, as well as to identify aspects that still need improvement to improve legal protection for consumers.

## METHOD

This study uses a normative juridical method with an analytical descriptive approach. Normative juridical research is carried out through the study of secondary legal materials that include laws and regulations, legal principles, doctrines, and legal theories relevant to consumer protection of spare parts warranty in the sale and purchase of Honda motorcycles. The analytical descriptive nature is used to systematically describe the applicable legal provisions and analyze their suitability with the practice of implementing the warranty in the CV. Graha Honda Martubung. This approach allows researchers to examine the law not only as a written norm, but also as an instrument that tests its effectiveness in the reality of application. (Saebani, 2023; Tarigan et al., 2025)

The main data source in this study is secondary data consisting of primary, secondary, and tertiary legal materials. Primary legal materials include laws and regulations related to consumer protection and the motor vehicle industry, especially Law Number 8 of 1999 concerning Consumer Protection and its implementing regulations. Secondary legal materials are obtained from books, scientific journals, previous research results, and the opinions of experts relevant to the research topic. Tertiary legal materials in the form of legal dictionaries and the Great Dictionary of Indonesian are used to clarify terminology. The collection of legal materials is carried out through literature studies by browsing, inventorying, and classifying relevant documents to be analyzed systematically.

Although normatively oriented, this study is also equipped with the collection of primary data to enrich the analysis. Primary data is obtained through interviews with management, technical staff, and parties who handle warranty claims at CV. Graha Honda Martubung, and consumers who have submitted a spare parts warranty claim. Field observations are carried out to directly understand the warranty service procedures, starting from receiving complaints to resolving claims. The questionnaire was distributed to a number of consumers to get an idea of the level of understanding and satisfaction with the implementation of the warranty. The company's internal documents relating to the policy and the implementation of the warranty are also analyzed as part of the document study.

Data analysis is carried out qualitatively by interpreting and connecting legal materials with empirical facts found in the field. The analysis techniques used are deductive and inductive, namely applying general legal provisions to assess concrete practices, as well as drawing general conclusions from specific findings at the research site. The research process was carried out in the period from November 1 to December 31, 2025 at CV. Graha Honda Martubung, with stages of administrative preparation, data collection, information verification, and data processing. The series of processes is designed to ensure that the data obtained is accurate, relevant, and able to support legal analysis of the application of consumer protection for spare parts warranties in the sale and purchase of Honda motorcycles.

## RESULT AND DISCUSSIONS

### Legal Basis for Consumer Protection Arrangements for Honda Motorcycle Buying and Selling Parts Warranty

Data analysis is the systematic process of managing data to find patterns, relationships, or trends that can be used to make better decisions. Analysis of data obtained to draw conclusions about research findings using qualitative descriptive analysis, Qualitative descriptive analysis is an analysis method used to describe, explain, and understand phenomena based on non-numerical (qualitative) data. The data analyzed is usually in the form of texts, interviews, documents or observations. The data obtained from the research is then interpreted in the form of propositions, which are systematically compiled to arrive at conclusions based on the results of the research conducted. In drawing conclusions, an inductive method is used, which is to describe the data obtained by placing specific analysis results and then draw general conclusions. (Paradise, 2025)

Consumer protection is all legal efforts to ensure legal certainty in protecting consumers. The goal is to increase the dignity and dignity of consumers, provide access to clear information about goods or services, and encourage business actors to act honestly and responsibly. Consumer Protection Law (UUPK) Article 4 of the UUPK: Explains the rights of consumers, including the right to security, safety, and true, clear, and honest information about the condition of goods and services as well as guarantees or warranties.

Article 7 of Law Number 8 of 1999 concerning Consumer Protection (UUPK) emphasizes the obligation of business actors to be in good faith in carrying out their business activities, provide true, clear, and honest information about the condition of goods, and ensure the quality of the goods traded. This provision includes the obligation to provide guarantees or guarantees for goods sold to consumers. After-sales service is part of the legal responsibility of business actors for the quality and sustainability of the function of goods, which includes technical consultation, repair, replacement of spare parts, and the provision of adequate service facilities. Thus, a warranty is not just a business policy, but a juridical consequence of the legal relationship between the business actor and the consumer. (Jannah et al., 2025; Singer et al., 2024)

Article 25 of the UUPK emphasizes this obligation by requiring business actors who produce goods with a continuous utilization period of at least one year to provide spare parts and after-sales facilities, as well as fulfill the guarantees or warranties that have been agreed. This provision provides legal certainty that consumers are not only protected at the time of the transaction, but also during the period of use of the goods. In the context of Honda motorcycles, this obligation means that the manufacturer and dealer must guarantee the availability of genuine parts as well as authorized service within a reasonable period of time. The consumer's right to a parts warranty includes the

assurance that the parts used meet production standards, are free from hidden defects, and function optimally within a certain period of time. The warranty serves as an instrument of protection in the event of damage due to production errors, not due to negligence or abuse by the consumer. This protection strengthens the bargaining position of consumers in contractual relationships that are fundamentally unbalanced between business actors and buyers. (Faluni et al., 2023)

Manufacturers and dealers are obliged to provide genuine and quality parts, and to communicate the terms of the warranty in a transparent and easy-to-understand manner. Information regarding the warranty period, scope of protection, exclusions, and claim procedures must be submitted in writing and must not contain standard clauses that are detrimental to consumers. This obligation is closely related to the principle of information disclosure and the prohibition of the inclusion of an exoneration clause that exempts business actors from their unilateral liability.

The warranty claim mechanism is an important part of consumer legal protection. Consumers have the right to file a claim if the spare parts are damaged that is not caused by misuse. The claim must be processed according to a reasonably established procedure and not make it difficult for consumers. If the claim is declared valid, the business actor is obliged to provide replacement or repair at no additional cost. This process reflects the implementation of the principles of justice and balance in the legal relationship between the parties. In the legal aspect of the agreement, the parts warranty is an integral part of the sale and purchase agreement between the consumer and the dealer or manufacturer. The terms and conditions of the warranty must be clearly stated in the agreement document or service book. The provision is binding on the parties as per the principle of *pacta sunt servanda* which states that the agreement made legally applies as law to the parties. If the business actor does not carry out the warranty obligation according to the agreement, then it can be qualified as a default. (Hasbi & Sugiyono, 2024; Zaprullah & Fuad, 2024)

A default in this context can be a denial of a claim without a valid reason, an unreasonable delay in replacement of parts, or the provision of substandard parts. The consumer has the right to claim compensation which can be in the form of reimbursement of repair costs, replacement of spare parts, or compensation for other losses incurred. These responsibilities can be based on the provisions of default in civil law and the responsibility of business actors as stipulated in the UUPK.

In the event of a dispute related to the implementation of the warranty, the consumer has the right to pursue a settlement through the Consumer Dispute Resolution Agency (BPSK) or through the court. This mechanism provides a faster and simpler alternative to dispute resolution than regular litigation. Analysis of consumer dispute decisions related to Honda motorcycle parts warranty can provide an overview of the extent to which the provisions of the UUPK are implemented in practice and how legal protection for consumers is enforced concretely. The evaluation is important to assess the effectiveness of consumer protection norms in creating legal certainty and justice in motor vehicle buying and selling transactions. That the legal basis for regulating and protecting consumers for the warranty of Honda motorcycle parts is very important to provide legal certainty and justice for consumers. The effective implementation of this regulation will increase consumer confidence in Honda motorcycle products and encourage business actors to be more responsible. (Dung, 2025; Kerti, 2023; Paul et al., 2024)

### **Honda's Official Warranty Policy in Indonesia for Honda Motorcycle Parts**

Honda spare parts warranty is a guarantee provided by PT Astra Honda Motor (AHM) as a Honda motorcycle manufacturer and its dealer network throughout Indonesia on the quality and function of genuine Honda parts or Honda Genuine Parts (HGP). This warranty aims to provide protection to consumers in the event of damage or manufacturing defects in parts purchased and installed on Honda motorcycles in accordance with applicable regulations.

The warranty covers genuine Honda (HGP) parts purchased and installed at an authorized Honda (AHASS) workshop. The warranty applies to damage or manufacturing defects, not to damage arising from misuse, accidents, or other external factors. The warranty period varies depending on the type of parts and the conditions that apply,

generally given based on a specific period of time or a certain mileage limit, whichever comes first. (Syahrani et al., 2025)

The Honda parts warranty is not valid under the following conditions:

- Damage due to installation or use not in accordance with technical instructions.
- Use of non-HGP parts or unofficial accessories.
- Changes or modifications that do not conform to the manufacturer's standards.
- Use of fuels or lubricants not recommended by AHM.
- Damage due to accidents, natural disasters, or force majeure circumstances.
- Parts that are worn or worn out due to normal use, such as tires, brake pads, clutch pads, bulbs, filters, and spark plugs.
- Damage from maintenance that does not comply with the owner's manual.

Consumers are required to bring their motorcycles to the nearest AHASS for inspection by a mechanic. If the results of the inspection show that the damage meets the warranty requirements, AHASS officers, including the claim processor, will assist in the claim submission process. Furthermore, AHM or the appointed party verifies the claim. If the claim is approved, the defective parts will be replaced with new parts at no additional cost per the terms of the warranty.

Consumers are advised to always use genuine Honda parts (HGP) to maintain the quality and performance of the vehicle. Periodic servicing and maintenance should be carried out at AHASS to ensure the authenticity of parts as well as workmanship standards. Proof of purchase of parts and proof of service must be kept as a condition for submitting a claim. The owner's handbook needs to be well understood so that consumers know the terms of use, maintenance, and warranty as a whole. (Fibrianti, 2020; Maharani & Setiawan, 2025)

In general, parts that are not included in the warranty include parts that are worn out due to normal wear; damage due to external factors such as accidents or disasters; damage due to modifications that do not comply with standards; damage resulting from use not in accordance with the instructions; use of counterfeit or non-HGP parts; as well as damage due to repairs in unofficial workshops. Therefore, consumers need to pay close attention to the warranty provisions that apply at the time of purchase and ensure that maintenance and repairs are carried out at Honda's authorized workshops so that warranty rights are protected.

Honda's parts warranty is essentially a manifestation of the manufacturer's and dealer's network legal responsibility for the quality of the products marketed. From a consumer protection legal perspective, a warranty is not only understood as a marketing strategy to increase buyer confidence, but as a normative obligation inherent in business actors. The provision of guarantees for genuine parts (HGP) shows a commitment to ensure the security, safety, and comfort of consumers in using motor vehicles as goods with a certain level of risk. (Ardel et al., 2025; Sanjaya & Njatrijani, 2025)

Warranty coverage limited to original parts installed in AHASS shows an integrated distribution and quality control system. Legally, this restriction is justified as long as it is clearly informed and does not contain a standard clause that is detrimental to consumers. The provision also aims to maintain maintenance quality standards and prevent damage arising from installation that does not comply with technical specifications. However, in practice, it is necessary to supervise so that the restriction does not become a tool to unilaterally reject claims.

Warranty exclusions, such as damage due to normal wear or modifications that do not meet the manufacturer's standards, are common clauses in warranty agreements. From a civil law point of view, this clause serves to limit the scope of responsibility of business actors. However, normatively the clause must still be subject to the principles of justice and proportionality. If the exception is formulated too broadly or multi-interpreted, it has the potential to cause legal uncertainty and disputes between consumers and business actors. (Zaprullah & Fuad, 2024)

The warranty claim procedure that requires an inspection at AHASS reflects a technical verification mechanism to ensure that the damage does indeed originate from a manufacturing defect. This process is important to prevent misuse of claims. However, the procedure must be carried out in a transparent, efficient manner, and does not complicate consumers. If the verification process lasts too long or is not accompanied by an adequate explanation, then it can be considered a form of neglect of good service obligations.

From the perspective of the contractual relationship, the parts warranty is an integral part of the sale and purchase agreement. When a consumer buys a motorcycle or official parts, there is an implicit agreement that the product meets certain quality standards. If there is a production defect during the warranty period, then the failure of the business actor to replace or repair the spare parts can be qualified as a default. In such conditions, consumers have a legal basis to demand the fulfillment of achievements or compensation. (Oktarini et al., 2024; Ramadhan & Saputra, 2025)

The obligation of consumers to keep proof of purchase and perform periodic service at an authorized workshop also has legal implications. The evidence serves as a means of proof in the event of a dispute. Without supporting documents, consumers will find it difficult to prove that the warranty requirements have been met. Therefore, the administrative aspect is an important part of the protection of consumer rights. This shows that legal protection depends not only on norms, but also on the awareness and compliance of the parties with the procedures.

In the broader context of consumer protection, Honda's spare parts warranty policy can be considered as a form of implementation of the principle of limited absolute liability. The manufacturer is liable for production defects within a certain period of time, but not for damages arising from misuse. This model seeks to balance the interests of producers and consumers. This balance is important so that there is no disproportionate burden of responsibility for business actors, while still guaranteeing consumer rights. (Estirawati, 2024; Faluni et al., 2023)

Evaluation of the implementation of the guarantee in the field is important to assess the effectiveness of the legal protection provided. If the claim mechanism runs according to the provisions, is transparent, and responsive, then the warranty really functions as a consumer protection instrument. On the other hand, if there is a practice of rejecting claims without a clear reason or convoluted procedures, then stricter supervision and law enforcement are needed. The analysis of these practices will provide an overview of the extent to which consumer protection norms are implemented in real terms in the purchase and sale transactions of Honda motorcycles.

### **Analysis of the Conformity of the Official Warranty Policy of Honda Motorcycles in Indonesia with National Legal Regulations**

The analysis of the conformity of the official warranty policy of Honda motorcycles in Indonesia with national legal regulations must be placed within the framework of the applicable consumer protection legal system. The main foundation of consumer protection in Indonesia is Law Number 8 of 1999 concerning Consumer Protection (UUPK), which regulates the rights and obligations of consumers and business actors, including regarding product guarantees or warranties. In this context, Honda's motorcycle warranty policy must be tested based on the principles set out in the UUPK as well as the relevant civil law provisions. (Suparni, 2020)

Article 4 of the UUPK emphasizes that consumers have the right to true, clear, and honest information about the condition of goods and/or services, as well as the right to obtain compensation or compensation if the goods received are not in accordance with the agreement or are defective. This provision requires business actors, including Honda motorcycle manufacturers and dealers, to provide a transparent explanation of the warranty period, coverage coverage, and claim procedure. Article 7 of the UUPK strengthens this obligation by requiring business actors to act in good faith and provide information that is not misleading. Meanwhile, Article 19 regulates the liability of business actors for losses arising from product defects, and Article 23 affirms that a warranty is a guarantee that goods will function as they should within a certain period of time.

In practice, Honda's warranty policy must meet the principle of information transparency. Information regarding the warranty period, warranted components, and exclusions must be clearly stated in the service book or warranty document provided at the time of purchase. If the information is not conveyed openly or formulated in a multi-interpretive manner, it has the potential to violate Article 7 of the UUPK. Transparency is key to preventing disputes and ensuring that consumers understand their rights and obligations. (Jannah et al., 2025; Mantoro et al., 2025)

The warranty coverage must also be in accordance with what is agreed in the sale and purchase contract. If there are components that are reasonably included in the warranty coverage but the claim is rejected without a valid basis, then the business actor can be considered as violating its obligations. Exceptions to warranties, such as damages due to negligence or modifications that do not meet the manufacturer's standards, are still allowed as long as they are formulated proportionately and do not unilaterally eliminate consumer rights. The principle of balance in contractual relationships must be maintained.

The warranty claim procedure should be designed in a simple, effective, and non-burdensome manner to the consumer. Consumers who have met the administrative and technical requirements should not be complicated through convoluted procedures. If the claim procedure is unclear or deliberately complicated, consumers have the right to file a complaint with the Consumer Dispute Resolution Agency (BPSK) or take the litigation route. Ease of access to dispute resolution mechanisms is part of the legal protection guaranteed by the UUPK. (Aqil et al., 2025; Ramadhan & Saputra, 2025)

The warranty period must be complied with as promised at the time of the transaction. If the damage occurs within the warranty period and falls within the scope of coverage, the manufacturer or dealer is obliged to repair or replace the component at no additional cost. Rejection of unfounded claims within the warranty period can be qualified as a violation of the UUPK as well as a form of default from a civil law perspective.

In addition to the UUPK, the Civil Code (Civil Code) is also the basis for analysis, especially related to default as stipulated in Article 1243. If Honda or its dealer network does not fulfill the warranty obligations as promised, the consumer can claim compensation on the basis of non-performance performance. The relationship between the consumer and the business actor is essentially a contractual relationship, so the failure to perform the warranty can be seen as a breach of a valid agreement. An example of a case that can illustrate this problem is when a consumer buys a Honda motorcycle with a three-year warranty or 36,000 kilometers, then in two years there is an engine damage due to a production defect. If the claim is rejected for reasons that are not in accordance with the terms of the warranty, the consumer has a legal basis to sue through BPSK or the court. In such a situation, the judge or the BPSK panel will assess the suitability of the warranty policy with the UUPK and the terms of the agreement agreed upon by the parties. (Edyansyah et al., 2022; Hasanah & Yasin, 2022)

Various forms of violations of the UUPK that often occur in Indonesia, such as misleading advertisements, goods not in accordance with orders, rejection of warranty claims without valid reasons, the inclusion of standard clauses that are detrimental, to inappropriate services, show the importance of supervision of business actors. In the context of motorcycle warranty, infringement can occur if the denial of a claim is made arbitrarily or the warranty clause is formulated unfairly. Therefore, Honda's official warranty policy must always be aligned with the principles of consumer protection, transparency, fairness, and legal responsibility in order to provide certainty and effective protection for consumers in Indonesia. From the perspective of the principle of *good faith*, Honda's motorcycle warranty policy must be implemented not only formally according to the text of the agreement, but also substantially reflecting honesty and propriety. Good faith requires business actors not to look for loopholes in the exclusion clause to avoid liability. If there is any doubt as to the cause of the damage, the interpretation should not be imposed directly on the consumer without objective technical proof. This principle is important to maintain a balance of bargaining positions between consumers and producers. (Suparni, 2020)

From the point of view of prohibiting standard adverse clauses as stipulated in the UUPK, the warranty policy must not contain provisions that unilaterally limit or remove the liability of business actors. Clauses that state that all risks are entirely the responsibility of the consumer, or that the company's decisions are final and inviolable, have the potential to be contrary to the principles of consumer protection. Therefore, the redaction of the warranty document must be analyzed to ensure that there are no clauses that negate the consumer's right to file an objection or lawsuit.

Product liability framework, warranty is a form of recognition that the manufacturer is responsible for the quality of the goods distributed. Although the UUPK does not explicitly use the term absolute liability in all cases, the tendency of consumer protection leads to the strengthening of the liability of business actors for production defects. If the damage is proven to be due to design or production errors, then the burden of responsibility cannot be transferred to the consumer. This analysis is important especially on vital components such as the engine or braking system that are directly related to safety. (Hasbi & Sugiyono, 2024; Mantoro et al., 2025)

The effectiveness of the warranty policy can also be judged from the accessibility of the dispute resolution mechanism. Although normatively consumers can file complaints with BPSK or the court, in practice there are often obstacles in the form of lack of information, cost, or time. If the company's internal policies are able to resolve disputes quickly and fairly without the need for litigation, then it demonstrates compliance not only with the law, but also with responsive consumer protection principles. On the contrary, the number of disputes that lead to legal proceedings can be an indicator of inconsistencies in implementation.

In the context of modern consumer protection, warranty policies also need to be seen from the aspect of certainty and sustainability of spare parts availability. Motorcycles are goods with a long-term service life, so the obligation to provide original parts within a certain period becomes part of the manufacturer's legal responsibility. If the availability of parts is limited or terminated without adequate notice, consumers may suffer economic losses. Therefore, the conformity of the warranty policy with national law is not only measured by its normative redaction, but also by the consistency of its implementation in guaranteeing consumer rights in a sustainable manner.

## CONCLUSION

The results of the study show that Honda's motorcycle parts warranty policy basically has a clear legal basis and is in line with national provisions, especially Law Number 8 of 1999 concerning Consumer Protection and provisions regarding hidden defects in the Civil Code. The provisions of Article 25 of the UUPK which require business actors to provide spare parts and fulfill the warranty during the period of utilization of goods are reflected in the policy of PT Astra Honda Motor (AHM) which sets the standard for the warranty period of the engine, frame, electrical, and PGM-Fi system with a certain time limit and mileage. The extension of the warranty period after October 25, 2023 shows an increase in the manufacturer's commitment to consumer protection. However, warranty coverage is still limited to damage due to faulty manufacturing, materials, or construction, and does not cover components that wear out due to normal use, so normatively still within the limits of contractual reasonableness.

Analysis of the application of the warranty in CV. Graha Honda Martubung shows that in general, dealers have implemented policies according to AHM guidelines, especially in terms of claim procedures through technical inspections at AHASS and feasibility verification before replacing spare parts. Consumers who perform routine service and use authorized parts gain access to warranty claim rights. However, the study found several potential problems in practice, such as a lack of transparency in the rejection of claims, delays in the availability of certain spare parts, and a low understanding of some consumers on warranty terms and conditions. This condition shows that although the normative framework has been adequate, implementation in the field still requires strengthening in terms of communication, service, and spare parts distribution management.

The findings of the study also confirm the importance of balancing the rights and obligations of the parties in the legal relationship between consumers and business actors. Consumers are entitled to protection and compensation in the event of a breach of the warranty agreement, while consumers are also obliged to follow instructions for use

and care according to the set standards. On the other hand, dealers are obliged to provide clear information, fulfill warranty promises, and provide consistent after-sales facilities. In the event of a dispute, the settlement mechanism through BPSK and the courts becomes the available law enforcement instruments. Overall, the study concluded that Honda's warranty policy is in line with the provisions of national law, but the effectiveness of consumer protection is highly dependent on the quality of implementation, transparency of procedures, and ongoing oversight of warranty implementation at the dealer level.

## REFERENCES

- Aqil, H., Sutopo, W., & Rochani, R. (2025). Development of Electric Motorcycle Conversion Business Model in Indonesia (Case Study of Pt. Ekolektrik Konconversion Mandiri). *Scientific Journal of Industrial Engineering*, 12(3), 242–252. <https://doi.org/10.24912/jitiuntar.v12i3.31055>
- Ardel, M., Rudiadi, & Hidayat, N. (2025). Legal Protection for Consumers for the Rise of Imitation Parts in Car Vehicles in the City of Pekanbaru. *Journal of Student of the Faculty of Sharia and Law UIN Suska Riau*, 4(2), 83–94. <https://jom.uin-suska.ac.id/index.php/jurnalfsh/article/view/4291>
- Dung, P. T. (2025). Strengthening The Responsibility of Consumer Protection of Traders Providing Goods and Services. *German International Journal of Modern Science / Deutsche Internationale Zeitschrift Für Zeitgenössische Wissenschaft*, (103), 21. <https://doi.org/10.5281/ZENODO.15371041>
- Edyansyah, T., Ahyar, J., & Ikramuddin, I. (2022). The Effect of After-Sales Service on Interest in Buying Yamaha Brand Motorcycles (Case Study on CV. Bursa Motor Cunda Lhokseumawe). *Journal of Visionary & Strategy*, 11(1), 1–12. <https://ojs.unimal.ac.id/visi/article/view/7508>
- Estirawati, N. (2024). Business Innovation in the Digital Era: A Case Study of the Implementation of Digital-Based Technology in the "Bengkel Go" Application. *Initiative: Journal of Community Service Dedication*, 3(1), 83–91. <https://doi.org/10.61227/inisiatif.v3i1.149>
- Faluni, N. Y., Fadilah, S. N. Al, Berlianti, D., Sambodo, M. A. C., Aryuntra, A. A. G. D. K., & Siswajanti, F. (2023). Incompatibility Between Warranty Fulfillment and Promised Warranty. *Case: Journal of Law and Politics*, 2(1), 230–242. <https://doi.org/10.51903/perkara.v2i1.1642>
- Fibrianti, N. (2020). Strengthening Understanding of Consumer Rights about Motor Vehicle After-Sales Service for Vocational School Students in the Context of Implementing Consumer Protection. *Indonesian Journal of Legal Community Engagement*, 2(2), 101–113. <https://doi.org/10.15294/jphi.v2i2.35779>
- Firdaus, A. R. (2025). Implementation of a Combination of Simple Additive Weighting (Saw) and Weighted Aggregated Sum Product Assessment (Waspas) Methods in the Selection of the Best Electric Motorcycle. *Informatics and Digital Expert (INDEX)*, 7(1), 1–10. <https://doi.org/10.36423/index.v7i1.1819>
- Hasanah, L., & Yasin, N. (2022). Warranty Agreement in the Sale and Purchase of Used Electronic Goods from the Perspective of the Civil Code and Khes. *Journal of Islamic Business Law*, 6(4), 1–10. <https://doi.org/10.32332/adzkiya.v7i2.1784>
- Hasbi, M. R., & Sugiyono, H. (2024). Problems of Using Enhanced Smart Architecture Frames on Production-Defective Motorcycles (Case Study of Honda Matic Motorcycle Frame Damage). *Journal of Legal Interpretation*, 5(1), 712–720. <https://doi.org/10.22225/juinhum.5.1.8319.712-720>
- Jannah, A. L., Fitriani, L., Damayanti, F., Nafisah, M., & Asmah, A. (2025). The Urgency of Strengthening Consumer Protection in The Face of Technological Developments. *International Seminar Universitas Tulungagung*, 1033–1038. <https://doi.org/10.36563/6xg18r56>
- Kerti, N. G. N. R. M. (2023). Consumer Protection Institutions Strengthening in The Digitalization Era. *Indonesian Journal of Multidisciplinary Science*, 3(1), 55–63. <https://doi.org/10.55324/ijoms.v3i1.675>

- Maharani, S., & Setiawan, A. (2025). Consumer Protection of After-Sales Service for Discontinued Motor Vehicle Brands in Indonesia. *Semarang State University Undergraduate Law and Society Review*, 5(2), 1687–1710. <https://doi.org/10.15294/LSR.V5I2.26971>
- Mantoro, A. A. S., Ramdani, D. W., Fajar, Masdar, F. A. A., & Alfiana. (2025). The Application of ISO 31000-Based Risk Management in the Automotive Industry: A Case Study of Mentari Motor Workshops. *Ecopedia: Scientific Journal of Economics*, 1(4), 2456–2470. <https://doi.org/10.63822/4rd26n11>
- Oktarini, D., Azhari, & Aprilyanti, S. (2024). Application of Queue Theory in Determining the Number of Service Pit at Yamaha Motorcycle Workshop Sako Kenten Branch. *Journal of Technology Decimation*, 12(1), 27–34. <https://doi.org/10.52333/DESTEK.V12I1.449>
- Paul, W., Badruzaman, D., Hasanudin, & Mayasari, A. (2024). Strengthening Consumer Rights: Challenges and Solutions in The Digital Transaction Era. *Gunung Djati Conference Series*, 1–10. <http://www.conferences.uinsgd.ac.id/index.php/gdcs/article/view/2250>
- Ramadhan, S., & Saputra, A. (2025). Unregulated Workshop Practices and Consumer Protection: Addressing Unauthorized Fuel Siphoning. *Reformasi Hukum*, 29(3), 1–10. <https://doi.org/10.46257/jrh.v29i3.1302>
- Rizki, A. M., & Dilaga, H. Z. A. (2022). About the Liability of the Dealer in the Motorcycle Sale and Purchase Agreement at PT. SPS Honda Motorcycles. *Private Law*, 2(2), 312–318. <https://doi.org/10.29303/prlw.v2i2.1126>
- Saebani, B. A. (2023). *Legal Research Methods Normative Juridical Approach*. Pustaka Setia.
- Sanjaya, K. A. F., & Njatrijani, R. (2025). Analysis of Consumer Protection Law on Smart Key Electronic Product Warranty for Consumers. *Diponegoro Law Journal*, 14(4), 1–10. <https://doi.org/10.31933/jemsi.v2i6>
- Singer, R., Schimpf, K., & Steinbach, K. (2024). The ‘Humboldt Consumer Law Clinic’ as an Example of Civil Society Strengthening of Consumer Rights. In *Consumer Policy from Below* (pp. 315–338). Springer Fachmedien Wiesbaden. [https://doi.org/10.1007/978-3-658-44478-5\\_17](https://doi.org/10.1007/978-3-658-44478-5_17)
- Suparni, E. (2020). Implementation of Customer Complaint Handling at PT. Cipulir Bengawan Megah Jaya. *Journal of Social Sciences*, 5(4), 116–127. <https://doi.org/10.58487/AKRABJUARA.V5I4.1266>
- Syahrani, S., Qahar, A., & Salmawati, S. (2025). Analysis of After-Sales Service Violations in the Automotive Industry. *Legal Dialogica*, 1(1), 1–18. <https://jurnal.fh.umi.ac.id/index.php/legal/article/view/1615>
- Tarigan, R. S., Saragih, Y. M., Sembiring, T. B., Isa, S. N., & Telaumbanua, S. E. (2025). Development of Legal Research Methods in Indonesia. *Journal of Intellectuals and Scholars*, 2(1), 1093–1100. <https://jicnusanantara.com/index.php/jiic/article/view/2301>
- Zaprullah, H., & Fuad, F. (2024). Consumer Protection After-sales Service Guarantee on the Marketplace. *UNES Law Review*, 6(3), 7828–7838. <https://doi.org/10.31933/UNESREV.V6I3.1693>