

# Purchase Order Transactions in Islamic Economic Law: A Case Study of PT Segara Artha Investama

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## Abstract

**Purpose** – This study aims to explore the implementation of Sharia contracts in purchase orders, contributing to the existing literature in the field of the Islamic economy.

**Method** – Employing qualitative research methods with a descriptive research design, the researcher conducted in-depth interviews to gain a comprehensive understanding of purchase order activities. Data analysis was carried out both in the field and through policy analysis. The data analysis technique used was qualitative.

**Result** – The findings of this study indicate that the implementation of purchase orders is in line with Sharia contracts, specifically “Salam” and “Istishna’”.

**Implication** – The implications of this research are to offer literature research as a reference for community transactions following Islamic law and to enhance understanding of the concept of transaction contracts in Islamic law.

## Keywords :

*istishna’, purchase order, salam, sharia economy, PT. Segara Artha Investama*



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## **INTRODUCTION**

Indonesia has the world's largest Muslim population, with 237.55 million individuals in 2022, according to the 2023 edition of the Muslim 500 report by RISSC (The Royal Islamic Strategic Studies Centre). This makes Indonesia the leading country in terms of Muslim population, not only within the ASEAN (Association of Southeast Asian Nations) region but also globally. This percentage accounts for an impressive 86.7% of Indonesia's total population (Databoks, 2023).

The substantial Muslim population in Indonesia presents a highly promising opportunity in the Sharia sectors, particularly in terms of Sharia literacy. The National Survey on Literacy and Financial Inclusion in 2022 found that the financial literacy index for the Indonesian population is 49.68%. However, the level of Sharia financial literacy and inclusion remains low, at only 9.14% in 2022 (Financial Services Authority, 2022).

Based on previous research conducted by Ahyar (2018), Aulia et al. (2021), Gunawan et al. (2022), Ramadhan et al. (2022), and Andreanto et al. (2023), one of the reasons for the low level of Sharia financial literacy is the lack of education provided to the public regarding Sharia finance. Additionally, there is a lack of Sharia financial education concerning transactions, such as the essential process for companies, namely purchase order. Despite the rapidly evolving global economy, which demands companies to operate competently, efforts to enhance efficiency in production processes and expedite the order of goods are crucial for meeting the needs of companies (Maimun et al., 2023; Kesatriawan et al., 2022).

Companies acquire these goods through collaboration with external parties serving as suppliers. To obtain the necessary items, the company must initiate a request with the supplier, clearly specifying the details of the items to be purchased, recipient company data, and delivery timing. This process is known as a purchase order. The creation of a purchase order in transactions serves several purposes, including minimizing order errors, providing detailed information, ensuring transaction accuracy, facilitating order tracking, and helping merchants in order processing (Kesatriawan et al., 2022).

From a Sharia perspective, the permissibility of a transaction depends on the Sharia contract applied to that transaction. Contracts serve as the primary framework in Sharia Economic transactions, as various business and commercial activities can be executed through them (Zaini & Bin Shuib, 2021, Indrawati & Hanifuddin, 2021). Examining the purchase order mechanism, its operation involves ordering goods from a supplying company to be subsequently utilized for the benefit of the purchasing company. In the

purchase order transaction mechanism, each company has different policies regarding the workflow of ordering requested items.

In previous studies, there have been variations in the implementation of Sharia perspectives on purchase orders for buying goods. According to Utami (2022), Jihaan et al. (2021), and Ambawani & Mukarromah (2020), the purchase of pre-ordered goods is governed by an *istishna'* contract in Sharia Economics. However, Syaripudin & Izzan Ahmad (2022), Bin et al. (2019), Wahyunu et al. (2021), Hanim (2022) argue that the purchase of pre-ordered goods follows a *salam* contract in the perspective of Sharia Economics. Furthermore, some studies suggest that the contract for pre-ordered goods should be adapted based on item availability. For example, the *salam* contract can be used when the stock is ready, while the *istishna'* contract is suitable when the items need to be produced beforehand, as explained by Subairi & Hamidah (2023), S Suherlan (2023), Witro et al., (2022) and Irawan (2017).

Given the limited research on purchase order transactions from an Islamic economic law perspective, this paper aims to explore the compatibility of **PT. Segara Artha Investama (PT. SAI)**'s purchase orders with the contracts in the Sharia perspective. To further investigate the compatibility of PT SAI's purchase orders with Sharia economics, a comprehensive analysis of the underlying contracts and transactions is necessary. Sharia-compliant finance operates within a framework of ethical and moral principles, and the examination of purchase orders within this context requires a thorough understanding of Islamic contract law, as well as the specific operational procedures and practices at PT SAI.

An in-depth exploration of the purchase order transactions at PT SAI entails scrutinizing the nature of the contracts involved, the mechanisms for determining permissible goods and services, and the adherence to Islamic principles such as the prohibition of *riba* (usury) and *gharar* (excessive uncertainty). Additionally, it is essential to investigate the transparency, accountability, and ethical considerations embedded in the procurement processes at PT SAI. Furthermore, to supplement this exploration, engaging in discussions with industry experts, Islamic finance scholars, and practitioners in the field of Sharia economics can offer valuable insights into the practical application of Sharia-compliant principles within purchase order transactions. These conversations can shed light on the implementation challenges, best practices, and potential areas for improvement in ensuring adherence to Sharia guidelines within the procurement activities of PT SAI.

## **METHOD**

This study is qualitative and follows a descriptive approach, which involves collecting written or spoken data from observed informants (Fitrah & Luthfiyah, 2017). Furthermore, this research is descriptive, as it aims to provide a comprehensive description of everything that occurs in the field.

The descriptive approach involves analysing existing and ongoing conditions by depicting, presenting, and recording a particular situation (Patton, 2014; Stadtländer, 2009). The research is conducted at PT SAI. The selection of this location is because PT SAI has a Corporate University program, which serves as a platform for sharing information about company-related topics. The research specifically focuses on purchase order transactions, and the informants for this study are employees from the General Affairs Division who are responsible for handling purchase orders at PT SAI, as well as vendor employees who possess familiarity with the purchase order process.

The employed data collection techniques include observation, interviews, and documentation. Data validity is ensured through source triangulation, which involves comparing data obtained from different informants, as well as theory triangulation, which involves aligning research findings with applied theories (Grbich, 2022; Zaini, 2022).

## **RESULT AND DISCUSSION**

Companies are inevitably involved in procuring office equipment, and these needs are fulfilled through purchase orders. At PT SAI, there are three types of purchase order transactions. The first involves upfront payment, where we use an e-commerce platform to order the required supplies. The second type is a transaction after the goods have been received. The third type is a payment in installments. The second and third transactions occur with the vendor acting as the supplier.

The purchase order process at PT SAI when using an e-commerce platform with upfront payment is as follows: 1) Receive procurement requests for goods or services from the divisions of PT SAI. 2) Classify the required goods or services according to the request. 3) Proceed to check out and make payments through the e-commerce platform. 4) Monitor and supervise the ordered goods through the e-commerce platform. 5) The General Affairs Division receives the ordered goods. If the goods are following the order, the process ends here. 6) If there are any issues or discrepancies, initiate the return process of the goods through the e-commerce platform and await the completion of the return process.

This flow is in line with the explanation given by the first informant from PT SAI during the interview session.

*"The process involves making upfront payments through direct transfers when using the e-commerce platform."*

In addition to utilizing e-commerce platforms, PT SAI also procures goods through vendor purchase orders with payment made after the goods are received. The purchase order process at PT SAI with end-of-term payment is as follows;

- 1) Receive requests for the procurement of goods or services from the divisions of PT SAI.
- 2) Classify the needs of the required goods or services according to the request.
- 3) Request a price quotation from the vendor.
- 4) Create a purchase order based on the provided list.
- 5) Obtain approval for the submitted purchase order.
- 6) Send the purchase order to the vendor.
- 7) Record the requested purchase orders in the logbook for easier monitoring.
- 8) Monitor the execution of the purchase orders and, in case of any issues, verify with the vendor.
- 9) The goods are dispatched by the vendor and received by the General Affairs Division.
- 10) Complete the payment transaction for the ordered goods within a maximum of 15 days from the date of receipt.

The process of implementing the purchase order with an end-of-term payment system follows the interview conducted with the first informant from PT SAI (Segara Artha Investama)

*"The initial purchase order begins with a request from the user or requester, which is then approved by their supervisor. The request is then forwarded to the General Affairs (GA) department for processing."*

The process is supported by statements from the fourth informant, who explains the process from the vendor's point of view.

*"It seems that the process involves the customer placing an order for the desired items. After providing the price and quantity, the customer proceeds to initiate the purchase order (PO)."*

The process is further explained by the fifth informant from the vendor's point of view.

*"Whenever there is an order from a buyer or client, such as PT Segara, they submit their request for goods. This request, known as a material request, contains a list of the desired items and is sent to the vendor as a document. Following that, we provide a price quotation based on Segara's material request. Once the purchase order (PO) is approved and accepted, we search for the goods, pack them in the warehouse, and then send them to the client."*

The subsequent steps involve the transactions described by the second informant from PT SAI during the interview.

*"We first create a request to the vendor. Initially, we request a Purchase Order (PO), and then an invoice."*

The fourth informant from the vendor's side also supports this transaction process.

*"When it comes to payment, we send the Delivery Order (DO) or the delivery note. The customer then signs the DO. Following that, our finance department creates an invoice, attaches the DO, and purchase order document, and subsequently issues the bill. Typically, we have a payment term of 14 days (after the goods have been received by the recipient)."*

This transaction flow is further supported by the statement of the fifth informant from the vendor during the interview.

*"Afterwards, our invoicing is based on the provided price quotation, and the settlement must be made within two weeks (after the goods have been received by the recipient)."*

Subsequently, PT SAI also engages in purchasing goods from vendors using a purchase order system with an installment payment method. This entails a Down Payment (DP) and two subsequent installments upon receiving the ordered goods.

The purchase order process at PT SAI with installment payments is as follows; 1) Receive requests for goods or services procurement from the respective divisions of PT SAI. 2) Classify the required goods or services based on the received requests. 3) Request a price quotation from the vendor. 4) Generate a purchase order based on the provided list. 5) Obtain approval for the purchase order submission. 6) Send the purchase order to the vendor. 7) Make the Down Payment (DP) to the vendor. 8) Log the requested purchase orders for easier monitoring. 9) Monitor the execution of the purchase order, addressing any issues and confirming with the vendor if necessary. 10) Receive the goods sent by the vendor, handled by the General Affairs Division. 11) Make the first installment payment for the received goods. 12) Complete

the final payment transaction for the ordered goods within a maximum of 15 days from the goods' receipt date.

From a Sharia perspective, the permissibility of a transaction depends on the contract (akad) applied to it. The contract serves as the framework for transactions in Islamic Economics, as various business activities and ventures can be conducted through it (Indrawati & Hanifuddin, 2021). IAt PT SAI, purchase orders for equipment needed by employees are made in the form of purchase orders. There are three types of transactions for these orders: upfront payment, payment at the end, or installment purchases. From the perspective of Islamic Economics, the contracts used in these three types of transactions for ordered goods are salam and istishna'.

Hasanah (2018) explains that in salam transactions, goods must have clear characteristics, payment must be made upfront in cash, and the goods will be delivered at a specified future date. At PT SAI, if there is an urgent need to purchase goods and there is no time to handle documentation first, purchases are made through e-commerce. E-commerce is used if there are urgent goods that need to be purchased immediately. Such cases are found with items that are not typically bought but suddenly become necessary. The first informant from PT SAI explains the rationale for using e-commerce to execute purchase orders.

*"If it's an urgent item or a product that is not usually purchased, suddenly there's a need, and for comparison purposes, e-commerce is used. So, e-commerce is utilized for urgent needs and price comparison."*

The payment mechanism used involves making upfront payments when placing orders through the e-commerce platform. Therefore, from the perspective of Islamic Economics, this transaction is an implementation of the salam contract.

In the purchase orders at PT SAI, there are purchases made through e-commerce with upfront payment when placing orders. On this e-commerce platform, the General Affairs department conducts transactions based on clear information regarding the terms involved in the purchasing process, including item photos, specifications, quantities, and estimated delivery time, until the items are received by the company.

The payment terms of the salam contract according to (DSN-MUI, 2000a) explain that payment must be made using a known form and amount of payment instrument. In purchasing goods through the e-commerce platform, PT SAI pays the full amount of the invoice or cost by transferring the order cost in full.

According to the DSN-MUI (2000a), the stipulations concerning goods in the salam contract require the specific characteristics of the goods to be mentioned. During implementation, PT SAI displays images of the goods on the e-commerce platform used. The goods' specifications are detailed to ensure buyers have a clear understanding of their characteristics. Delivery time and location are predetermined based on the estimated information provided. In the event of any discrepancies with the goods, the company follows the return process outlined in the e-commerce terms. Therefore, the company utilizes e-commerce platforms that provide comprehensive information about the products or services offered, refund policies, and customer satisfaction guarantees.

The provisions regarding parallel salam contracts, according to the DSN-MUI (2000a) state that parallel salam contracts are allowed if the second contract is separate and unrelated to the first contract. PT SAI uses an e-commerce platform for purchasing goods exclusively, ensuring that the salam contract occurs only once.

The provisions regarding the delivery of goods in a salam contract, as stated by the DSN-MUI (2000a) the seller is expected to deliver the goods on time, meeting the agreed-upon quality and quantity. PT SAI selects an e-commerce platform that provides delivery times and estimations aligned with the agreed-upon quality and quantity. In some cases, goods may be delivered earlier than agreed upon, as long as the quality and quantity remain consistent with the agreement. However, if any of the goods are unavailable at the time of delivery or if the quality does not meet the agreed-upon standards, PT SAI prefers alternative options, such as changing specifications, cancelling the purchase, or requesting a refund. These provisions establish a strong foundation for upholding transparency, honesty, and fairness in every transaction.

The provisions regarding disputes in a salam contract, according to the DSN-MUI (2000a) specify that if a dispute arises between the parties, it is to be resolved through the Sharia Arbitration Board after failed consultations. In practice, when issues arise with orders through e-commerce, PT SAI resolves them through the e-commerce platform as most problems encountered can be addressed through the platform. Additionally, the Sharia Arbitration Board is an institution responsible for peacefully resolving disputes in line with Sharia principles, without involving the general judiciary. However, PT SAI is not a company operating within the realm of Sharia.

In the purchasing process at PT SAI, purchase orders are made with vendors using a payment system that occurs either after the goods are



received or through installment payments during the execution of the purchase order process. Vendors provide photographs, specifications, quantities, and deliveries are made every first week of the month. Payment must be made within 15 days of the General Affairs Division receiving the ordered goods.

According to Hasanah (2018) *istishna'* refers to the practice of a buyer ordering goods with specified specifications and deferring payment until a future date, either in installments or paid upfront. PT SAI uses two payment methods when purchasing goods from vendors: payment after goods is received or payment through installments with a Down Payment (DP) followed by final payment. The DP is paid by the buyer as a commitment to purchase or to secure the goods from being sold to others. The final payment must be made within 15 days from the date the goods are received by the company. The payment terms stated in the *istishna'* contract, as outlined by DSN-MUI (2000b), specify that payment is made under the agreement. When PT SAI purchases goods from vendors, they either pay the invoice amount or the cost after receiving the goods, or they make installment payments throughout the execution of the purchase order process. This arrangement has several advantages, such as enabling direct interaction between the vendor and SAI's General Affairs department to address any complaints. This process also ensures the quality of the goods, instilling confidence in the buyer as they could inspect the goods and confirm that they meet their expectations before making payment.

The provisions regarding goods in the *istishna'* contract, according to DSN-MUI (2000b), provide detailed explanations of the specifications. In case of defects or non-compliance with the agreement, the buyer has the right of *khiyar* (the right to choose) to either proceed with the contract or cancel it. The vendor usually provides images of the goods, and the specifications are very specific to ensure the buyer fully understands the characteristics of the traded goods. PT SAI can also send photos of the goods via email. The delivery is scheduled as per the agreement, typically during the first week of each month on working days, with the goods being delivered to PT SAI. If there are any discrepancies with the goods, SAI will request a return from the vendor or ask for the goods to be repaired according to the order. The initial informant from PT SAI provided this information.

*"If there is a discrepancy, we need to return the incorrect item to the vendor, and the vendor will send the correct item."*

The fourth informant from the vendor supported this statement during the interview session.

*"Usually, if there's a discrepancy or defect in the goods, first, they confirm with us about the item, then we go there to bring a new item while collecting the returned item from SAI. So, we deliver the replacement item and pick up the returned item at the same time."*

Furthermore, the third informant from PT SAI added a statement during the interview process regarding discrepancies in custom orders.

*"If we already have a list of vendors, we make them regular suppliers, so if there's an issue, we go to the same vendor (to discuss the problem)."*

Other provisions in the *istishna'* contract, as per DSN-MUI (2000b), stipulate that all regulations not mentioned in the *salam* transaction also apply to *istishna'* transactions. If either party fails to fulfill its obligations or if a dispute arises, resolution is sought through the Sharia Arbitration Board after failed attempts at consultation. In practice, product returns occur if there are discrepancies, and PT SAI can return received products. There are various reasons for this, such as discrepancies between the provided product description and the actual product received. When customers request a return, they are expected to provide clear reasons for their request. The vendor then reviews the return request, and if there is an error in providing products according to the specifications, the return is accepted. This process may involve exchanging goods, deducting costs for returned items, or purchasing accumulated goods for the following month if they are unavailable from the vendor. During the interview session, the first informant from PT SAI provided the information on which this statement is based.

*"If the vendor wants to return the item with the same price, it needs to be returned (the incorrect item is returned to the vendor, and the vendor sends the correct item)."*

The second informant from PT SAI further clarified during the interview session.

*"Sometimes there are returns. But if there's excess inventory or if the goods don't match, they are returned. However, if the goods aren't returned, then they might be included in the following month. So the shortage of goods and the invoice for those goods are included in the following month."*

Hence, any encountered issues can still be resolved between PT SAI and the vendor. Additionally, the Sharia Arbitration Board is an institution responsible for peacefully resolving disputes based on Sharia principles, without resorting to the general judiciary. It is important to note that PT SAI is not a Sharia-compliant company.

## **CONCLUSIONS**

The research conducted on purchase order transactions at PT SAI demonstrates alignment with prevailing theories on salam and istishna' contracts in a general context. The study involved comprehensive research, meticulous data collection, rigorous data analysis, and meticulous interpretation of the analysis results.

This investigation has identified the commonalities and disparities between these two contracts, alongside an analysis in line with the DSN-MUI framework. It is important to note that the researcher acknowledges certain limitations in the discussion presented in this article. Subsequent research endeavours should focus on companies adhering to Sharia law, enabling a more thorough exploration of purchase orders, and contributing to the enrichment of Islamic scholarly knowledge.

This study can serve as a valuable reference and foundation for future research endeavors. Upon further analysis of the purchase order transactions at PT SAI, it became apparent that the implementation of salam and istishna' contracts aligns with the foundational principles outlined in the prevailing theories. Delving deeper into the intricacies of these contracts revealed both commonalities and disparities, shedding light on the nuanced application within the context of the DSN-MUI framework. However, it is imperative to acknowledge the inherent limitations in the current discussion, which opens avenues for subsequent research to delve into companies operating under Sharia law.

Future research endeavours in this domain should aim to provide a more extensive exploration of purchase orders within the context of Sharia-compliant organizations, fostering a more comprehensive understanding and contributing significantly to the body of Islamic scholarly knowledge. This study, with its robust research methodology and insightful findings, serves as a vital reference point and a solid foundation for future scholars seeking to deepen their understanding of Islamic finance and business practices.

Through comprehensive research, meticulous data collection, rigorous data analysis, and meticulous interpretation of the analysis results pertaining to purchase order transactions at PT SAI, this study has effectively demonstrated the alignment of salam and istishna' contracts with prevailing theories and the DSN-MUI framework.

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