

Analysis Of The Implementation Of The Salam Agreement (PSAK Syariah 103) In E-Commerce Shopee

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ABSTRACT

Submitted: 09-10, 2024 **Purpose of the study** — This research aims to analyze the implementation of salam contracts based on PSAK Syariah on the Shopee e-commerce platform, focusing on user understanding and transaction practices.

Accepted: 17-12, 2024 **Research method**— A descriptive method with a qualitative approach was employed, utilizing direct observation and interviews with sellers and buyers on the Shopee platform

Published: 12-06, 2025 **Result**— The findings indicate that many Shopee users are unaware of salam contracts; however, those who do engage in transactions meet the necessary requirements and maintain harmonious buying and selling practices

Conclusion— The study concludes that while awareness of salam contracts is limited, users are capable of fulfilling contractual obligations. This highlights the need for improved education on salam contracts within the e-commerce context to enhance user

Keywords: *Implementation, Salam Agreement, Shopee.*



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INTRODUCTION

The practice of sharia accounting in Indonesia is developing very rapidly, so that the community and government have responded positively. The government has responded by introducing standards as a guide for Islamic financial institutions. Behind the development of current accounting practices, both in conventional and sharia forms, there are ideas that form

the basis of these practices, including basic assumptions, concepts, explanations, descriptions, and reasoning that form the field of accounting theory knowledge (Sitorus & Siregar, 2022).

Relevant accounting processes are needed to record and report transactions and muamalah activities in business units. However, the question arises whether the accounting taught in Indonesia is also influenced by capitalism and ignores the values of Islamic society. Therefore, the development of sharia accounting aims to create a business civilization based on the values of monotheism and submission to the provisions of Allah SWT (Pratama et al., 2017), replacing the capitalist paradigm that may not be in line with the values of Islamic society related to the development of the economy and technology.

As technology develops, people's lifestyles are getting faster and more practical because most people have high mobility in their daily activities. This has encouraged the presence of various companies that provide various products and services to meet the needs of the community. Each company offers advantages to consumers to stay competitive in a competitive market. The more attractive, easy, and profitable the sales system offered to consumers, the greater the profit the company can get. Companies must pay close attention to the sales system they implement, which is inseparable from the development of information technology (Ferawati Usman, Nursia, 2023). The internet is a means to help people carry out activities such as online buying and selling which are currently in demand. One of the contracts in the online buying and selling process that is in accordance with Islamic provisions is the Salam contract (PSAK Syariah 103). According to the fatwa of the DSN-MUI (National Sharia Council-Indonesian Ulema Council) No. 05 / DSN-MUI / IV / 2000 Salam sale is a sale and purchase contract in the form of an order or agreement to produce goods by the owner (buyer, mustashni') and the seller or producer (producer, shani'). The contract in online buying and selling is called PO (Pre-Order). (Susiawati, 2017) stated the need for agreement in the buying and selling process, because online buying and selling allows agreement not to occur verbally.

Muamalah activities such as buying and selling are regulated in the Al-Quran and Hadith. There are several words of Allah SWT that explain buying and selling, such as in Q.S Al-Baqarah verse 198 which reads: "There is no sin for you in seeking bounty (good fortune from business) from your Lord." and Q.S Al-Baqarah verse 275 which reads: "Allah has permitted buying and selling and forbidden usury..." Apart from that, muamalah is a livelihood that is more often practiced by the companions of Rasulullah SAW compared to other livelihoods, such as agriculture and so on. The community feels the benefits of being helped by buying and selling.

Online transactions are becoming increasingly recognized by the public, especially amidst the development of e-commerce in Indonesia. One of the e-commerce that is currently developing in Indonesia is Shopee. From an Islamic perspective, online buying and selling transactions fall into the category of muamalah in the field of trade or business. Online buying and selling transactions often cause problems, both for sellers and buyers. One of the causes of the problem is because the seller and buyer do not understand the pillars and conditions of buying and selling, so that gharar occurs. The seller and buyer do not really understand what

contract should be used when transacting online. The seller and buyer only know a brief overview of the contract greetings but have not understood more deeply.

In PSAK Syariah 103, which contains a description of accounting analysis around the recognition and value of sellers and buyers, transactions with salam contracts are also regulated. Based on interviews and observations of sellers and buyers on the e-commerce shopee, it was found that the phenomenon that There are sellers and buyers who do not understand the agreement used during the sale and purchase transaction, so that the sale and purchase becomes invalid and gharar is feared to occur. This study aims to analyze the application of the salam agreement (PSAK Syariah 103) in online sale and purchase transactions. Further research about this phenomenon is needed so that Indonesian Muslims can conduct online business in accordance with Sharia law, avoid online fraud, and make financial records in accordance with the agreement when making transactions. The research method used by previous researchers is qualitative data analysis with data collection techniques through books, the internet, and journals. While in this study the author uses a qualitative research method with data collection techniques through books, the internet, journals, interviews and direct observation to shopee users so that the data obtained is the latest data.

Several previous researchers have conducted research on the salam contract (PSAK Syariah 103) in online buying and selling. (Priyo et al., 2023) studied the Analysis of the Salam Contract (PSAK Syariah 103) in online buying and selling transactions buy online. (Dyah et al., 2019) conducted a study on the analysis of the perspective of the wakalah and salam contracts and PSAK Syariah 103. (Nurhasanah et al., 2023) conducted a study on the use of the salam contract for Pre-Order services in online buying and selling in the Shopee marketplace. Reviewed from the perspective of Islam, transactions of goods and services through online media are included in the category of muamalah in the field of trade or business, describing an activity carried out by a person with another person or with several people to meet their respective needs. The law of online buying and selling is permitted on the condition that it has fulfilled the pillars and the conditions for buying and selling from an Islamic perspective and free from all elements that are not permitted in sharia (Dyah et al., 2019).

Other studies related to the salam contract have been conducted (Khadijah & Sakila, 2023) examining the analysis of students' perceptions of understanding PSAK 103 Salam accounting. (Amni & Faujiyah. Ani, 2020) conducted research on the management of salam contracts in Islamic financial institutions. (Mohamad, 2022) conducted research on a literature review of salam contracts and an analysis of their application to online laptop sales in major Indonesian marketplaces. This salam contract is permitted in Islamic law because it has great wisdom and benefits, where human needs in muamalat often cannot be separated from the need for this contract. Both parties, namely the seller and the buyer, can both get benefits and advantages by using the salam contract (Amni & Faujiyah. Ani, 2020).

LITERATURE REVIEW AND HIPOTESYS DEVELOPMENT

A. LITERATURE REVIEW

PSAK Syariah 103

Salam Accounting (PSAK Syariah 103) is intended as an accounting measurement, presentation and disclosure in transactions that apply the Salam contract. In financial institutions such as Islamic banks, Islamic accounting is widely followed, especially in financial institutions whose products or transactions use flows such as the Salam contract. The Salam contract is one of the contracts that can be used in the online buying and selling process. PSAK Syariah 103 can be used as a reference or guideline for sellers in recording transactions, measuring, presenting and disclosing sales transactions with the Salam contract. Salam accounting is not only applied in Islamic banking but also in other businesses as long as the seller and buyer understand what istishna is and how accounting is applied.

Recognition and Measurement of Salam Accounting 103

Islamic banking and financial institutions often use the Salam contract, with the condition that recognition and measurement must follow the standards set by DSAS IAI (Sharia Accounting Standards Board of the Indonesian Institute of Accountants). Sellers and buyers must recognize and measure in accordance with PSAK 103 guidelines.

Accounting for buyers:

- a. Salam receivables are recognized when the business capital is paid or transferred to the seller,
- b. Business capital can be in the form of cash or non-cash assets,
- c. Receipt of ordered goods,
- d. Fines received by the buyer are recognized as charity funds
- e. Ordered goods received are recognized as inventory

Accounting for sellers is assessed from:

- a. Salam liabilities are recognized when the seller receives the salam business capital received,
- b. Salam business capital can be in the form of cash or non-cash assets,
- c. Salam liabilities cease to be recognized when the goods are delivered to the buyer

Presentation in the salam contract:

- a. The buyer presents the salam business capital given as salam receivables,
- b. Receivables that cannot fulfill their obligations in the salam transaction are presented separately from the salam receivables,
- c. The seller presents the salam business capital received as salam liabilities.

Disclosure in the salam contract

The buyer in the salam contract discloses:

- a. The amount of salam business capital,
- b. Type and quantity of ordered goods,
- c. Other disclosures in accordance with the presentation of sharia financial statements.

The seller in the salam contract discloses:

- a. Salam receivables to producers (in parallel salam) who have a special relationship;
- b. Type and quantity of ordered goods;
- c. Other disclosures in accordance with sharia financial statements

Salam Contract

A salam contract is a type of sale and purchase in which the price, specifications, quantity, and quality are all predetermined and delivery is made at a later date (storage or forwarding of future purchases or sales). On the same page. A sale and purchase order refers to a transaction whose features are set out in a contract.

According to the customs of traders, the salam contract is for non-cash sales. Salam originally meant lending goods or something in balance at a certain price, meaning an agreement with a suspension of delivery of goods until a certain time, in exchange for a price that has been determined at the time of the contract. The profit from the sale is included in the selling price in this transaction, so the seller is not required to disclose the targeted profit level (Priyo et al., 2023).

A pre-order contract is where the seller opens an order to produce goods with specified criteria and payment is paid in advance, often used by sellers in online transactions. The buyer must delay placing the order until the pre-sale period begins. While the buyer's responsibility is to pay and wait for the purchase to be fulfilled, the seller is obliged to provide goods that match the description given to the customer on time is another name for a pre-order contract, commonly known as salam in sharia accounting.

Legal Basis for Sale and Purchase of Salam Contract

In Islam, muamalah activities such as buying and selling have been regulated in the Qur'an and Hadith. There are several words of Allah SWT about buying and selling "There is no sin for you to seek gifts (sustenance from trade) from your Lord." (QS. Al-Baqarah: 198)

"Allah permits buying and selling and forbids usury..." (Al-Baqarah: 275)

In the verses above it is explained that Allah SWT has permitted all forms of buying and selling that do not violate Islamic rules, but forbid usury. According to (Almurni et al., 2023), usury is an economic disease of society that has been known for a long time in

human civilization. Some economic experts estimate that usury has existed since humans knew money (gold and silver).

"O you who believe! Do not consume your neighbor's wealth in a false way, except by means of commerce that is carried out mutually between you. And don't kill yourself. Indeed, Allah is Most Merciful to you." (Q.S. An-Nisa: 29) Islam recommends that its followers try or do business in a halal way and avoid what is haram, as Rasulullah SAW answered to Rafi' bin Khudaij's question regarding the best business.

"A person's business is produced by his own hands and buying and selling is prosperous." (HR. Ahmad and Bazar from Rafi' bin Khudaij, Ra) The legal basis for the practice of buying and selling is not only from the Al-Qur'an as well as the Hadith, previous fiqh scholars until now have agreed that the law of buying and selling is permissible, as long as it does not contain elements prohibited by Islamic law and the pillars and conditions of the buying and selling itself have been fulfilled. The practice of buying and selling carried out by humans since the time of the Prophet Muhammad SAW until now, shows that the people have agreed that buying and selling will be made lawful.

Pillars and Conditions of Salam Buying and Selling

According to the Hanafiah School of Ulama, the pillars of this salam buying and selling are only ijab and qabul. Meanwhile, according to the majority of scholars other than Hanafiah, the pillars of salam buying and selling are the seller and buyer, the goods ordered and the price or capital of the salam, as well as ijab and qabul.

Conditions for Salam Sale and Purchase

The conditions for salam sale and purchase are as follows:

- a. Payment is made in cash.
- b. The goods contracted must have clear and appropriate specifications.
- c. Determining the time of delivery of the goods.
- d. The payment money is submitted in one assembly.

Other conditions in salam sale and purchase are:

- a. Salam capital.
 - 1) The capital must be known. The initial law regarding payment is that it must be in the form of cash.
 - 2) Receipt of salam payment. Most scholars require payment to be made in advance, either in cash or in advance. This is intended so that the payment made by the buyer is not used as the seller's debt, unless there is an agreement at the beginning between the two parties. The aim is to prevent harm from occurring in the salam sale and purchase mechanism.

b. Goods

- 1) Must be clear (specific) and can be recognized as debt
- 2) Must be clearly identifiable to minimize errors due to lack of knowledge about the type, classification, and quantity of goods.
- 3) Delivery of goods is carried out at a later date.
- 4) Most scholars require that the delivery of goods must be postponed to a later time, but the Shafi'i school allows immediate delivery.
- 5) It is permissible to determine the time of delivery of goods.
- 6) The place of delivery of goods must be clear.
- 7) Sale of goods before they are received.
- 8) It is not permissible to replace goods that have been agreed upon with other goods. However, there are scholars who allow it on condition that the goods are replaced with goods that have the same specifications and quality even though they come from different sources.

The types of indicators used in this study are descriptive research indicators and qualitative indicators so that there are no mathematical calculations. The indicators in this study are the conditions put forward by scholars to allow salam transactions, namely:

1. Payment must be made in advance.
2. The type, size, kind and nature of the goods must be clear because it is an object of transaction whose specifications must be clearly known.
3. Goods that are commonly traded or applicable in human relations. In other words, the goods are not strange goods that are not known in human life.
4. There must be a time period, because if the time period for delivery of goods is not determined, this contract will change into an Istishna contract, according to Abu Hanifah's view.

Shopee e-commerce users, both buyers and sellers, have made sales transactions in accordance with the conditions proposed by the scholars, but sellers and buyers do not yet know about the contract used in sales transactions on Shopee e-commerce.

B. HYPOTESIS DEVELOPMENT

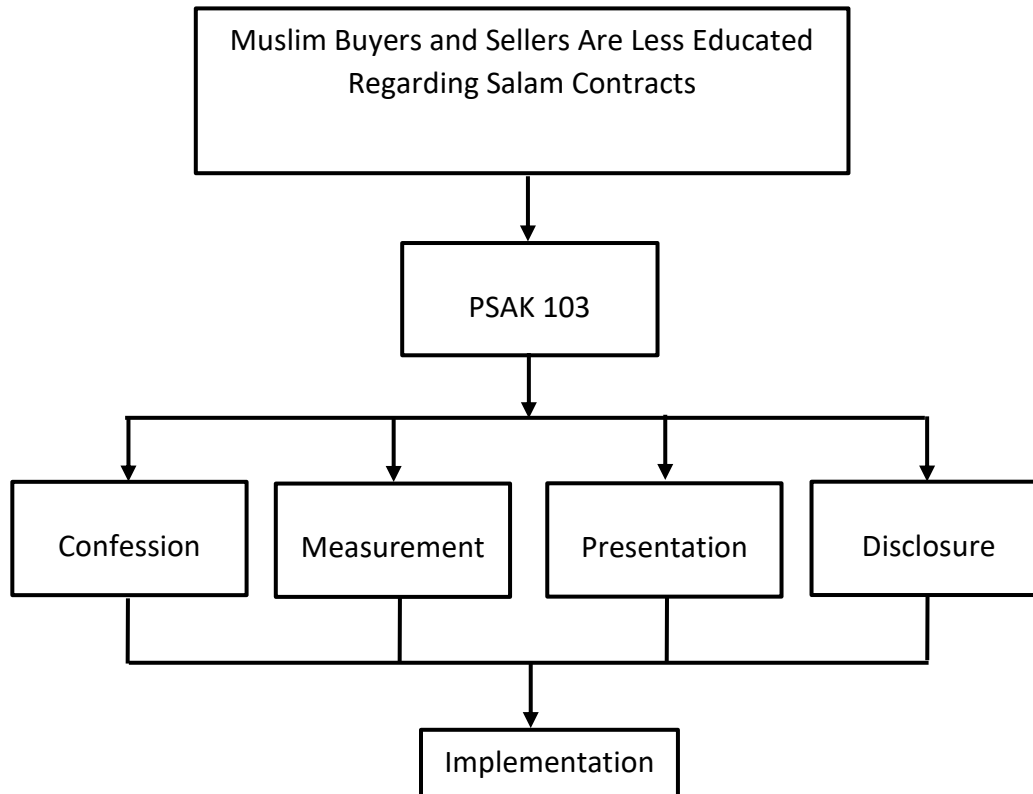


Figure 1. Framework of Thought

Research Proposition

A proposition is an expression or statement that can be trusted, denied, and tested for truth about a concept that predicts or explains phenomena. A proposition can also be called a temporary assumption from a study of a phenomenon that occurs. Based on the introduction that has been made in the background above, it is known that the existing phenomenon is that both sellers and buyers do not understand the agreement used during the sale and purchase transaction, so that the sale and purchase becomes invalid and it is feared that gharar will occur.

In PSAK Syariah 103, which describes the accounting analysis around the recognition and value of sellers and buyers, transactions with the salam agreement are also regulated. This study is to analyze and explore the salam agreement and analyze the application of PSAK Syariah 103 in online sale and purchase transactions. Further research on this phenomenon is needed so that the majority of Indonesian people who are Muslim can conduct online business in accordance with Sharia law, prevent online fraud, and keep financial records in accordance with the agreement made during the transaction.

METHOD

This study uses a descriptive research method with a qualitative approach with the data taken being primary data and secondary data. The data was obtained directly by conducting interviews with informants. Data collection techniques used in this study were interviews, observations, documentation, literature studies, and internet research. This study was conducted to determine the implementation of the salam contract (PSAK Syariah 103) on the e-commerce shopee. The data that has been obtained was then analyzed using qualitative descriptive analysis techniques. According to (Sugiyono, 2012) the research method is a scientific way used to obtain valid data that aims to be found, proven and developed knowledge so that it can be used to understand, solve, and anticipate problems. According to (Sugiyono, 2012) the qualitative research method is a research method based on the philosophy of postpositivism, used to research the conditions of natural objects, where the researcher is the key instrument, data collection techniques are carried out by triangulation (combination), data analysis is inductive or qualitative, and the results of qualitative research emphasize meaning rather than generalization. The researcher conducted interviews with key informants, namely the Head of the MUI Kab. Karawang, and researchers also conducted interviews with key informants, namely Shopee e-commerce users, both sellers and buyers.

RESULTS AND DISCUSSION

A. RESULTS

Based on the results of interviews with three sellers on the e-commerce shopee, there were different results, the first seller, namely Kak Priya (Owner of Riputy Store) and the second seller, namely Kak Naina (Owner of Naira Shop) already knew about the salam contract and had implemented the salam contract in the buying and selling transactions on shopee. The payment system, sales, shipping, and suitability of the goods sent were in accordance with the salam contract. While the third seller, namely Kak Kiki, did not know about the salam contract. Although he did not know about the salam contract, during the buying and selling transaction, the third seller had met the requirements and pillars of buying and selling according to the salam contract. The payment system, sales, shipping, and suitability of the goods sent were also in accordance with the salam contract. Interviews were also conducted with two buyers on the e-commerce shopee, based on the results of interviews with buyers on the e-commerce shopee, there were different results. The first buyer, namely Kak Fadhila, already knew and understood the salam contract, so the first buyer had implemented the salam contract in every buying and selling transaction carried out on shopee with the payment system carried out by the first buyer, namely payment in advance. Meanwhile, based on the results of the interview with the second buyer, namely Ms. Gina, the second buyer did not know about the salam contract, but the second buyer had met the requirements and pillars of the sale and purchase with the salam contract. The second buyer always makes payments in advance and ensures the suitability of the goods purchased and the

timeliness of receipt of the goods. For sales transactions with a system without Pre-Order and COD or paylater payments, this means that the transaction is not included in transactions using the salam contract, but rather a regular transaction.

B. DISCUSSION

Salam Accounting (PSAK Syariah 103) aims to be a recognition, accounting measurement, presentation and disclosure in transactions using the salam contract. The salam contract is one of the contracts that can be carried out in the online buying and selling process. PSAK Syariah 103 can be a guideline or reference for sellers in recording transactions, measuring, presenting and disclosing in transactions using the salam contract. The salam contract is not only applied in Islamic banking, but can also be applied in online buying and selling as long as the seller and buyer understand the terms and pillars of buying and selling in Islam and how accounting is applied. MUI said that As-Salaf means introduction because the person ordering the goods submits the payment in advance. Al-Mahawij (urgent goods) because it is a type of buying and selling that is carried out in urgent circumstances even though the goods being traded do not yet exist. Salam is a contract for the sale and purchase of ordered goods with delivery at a later date and payment is made in advance when the contract is agreed. By fulfilling the pillars and conditions of the salam contract including the price, specifications, quality, quantity, time of delivery and the delivery address of the goods that have been determined (all must be clear) and agreed upon when the contract occurs. In the salam contract, all agreements cannot be changed until the time the contract is completed or the contract is canceled. Based on the results of an interview with the head of the MUI Karawang Regency, buying and selling transactions on Shopee are permitted and are in accordance with the salam contract as long as there is no fraud and coercion in the transaction.

If the salam sale and purchase meets the terms and conditions, it means that the transaction is valid. According to Hanafiyah scholars, the willingness of both parties is the pillar of the sale and purchase (Ghazali, 2010). The validity of the salam contract results in the seller having the right to obtain capital (ra'sul mal) and being obliged to send the goods to the buyer. The buyer also has the right to own the goods purchased according to the specifications agreed between the seller and the buyer at the time the contract takes place. One form of salam sale and purchase is Shopee.

In the salam contract, the recognition made by the buyer is the recognition of the salam receivable at the time of payment. Buyers also need to disclose the amount of salam business capital, type, and quantity of goods ordered. In the salam contract, the measurement of the goods traded must clearly state the specifications, quality, quantity, delivery time and where the goods will be sent. Presentation in the salam contract includes the buyer disclosing the amount of salam business capital, type and quantity of ordered goods, and salam receivables to the producer, while the seller presents the business capital as a salam obligation. Disclosure in the salam contract is the recognition and presentation of information regarding salam transactions in the financial statements. The buyer discloses the amount of salam business

capital, type, and quantity of ordered goods, while the seller discloses salam receivables to the producer, type, and quantity of ordered goods.

Based on the results of interviews with Shopee users, there are still sellers and buyers who do not know about the salam contract, but the seller and buyer have implemented the salam contract based on recognition, measurement, presentation and disclosure based on PSAK Syariah 103.

CONCLUSION

The results of the study show that some sellers and buyers have implemented the salam contract in buying and selling transactions on the Shopee e-commerce, but for sales without Pre-Order and with a COD payment system, it does not include the salam contract, but is just a regular transaction. For sellers and buyers who do not know about the salam contract (PSAK Syariah 103), it is feared that the transactions that occur are invalid and cause gharar, but based on the results of interviews with sellers and buyers who do not know about the salam contract, the seller and buyer have met the requirements and pillars of buying and selling and are in accordance with PSAK Syariah 103 so that it can be stated that the seller and buyer have implemented the salam contract. Based on the explanation from the Head of the MUI for Karawang Regency, buying and selling with the salam contract is permitted in Islam because there is no fraud in the transaction and it is in accordance with the terms and pillars of buying and selling. According to research by Chika Putri Herawati (Herawati & Rosyidi, 2024), the implementation of the salam contract on Shopee allows users to get the goods they want through flexible payment methods and organized shipping. This transaction provides benefits for both parties, namely the seller can receive orders earlier, and the buyer can get the desired goods with a guarantee of fast delivery. During the contract, the seller and buyer may not change the price or goods being transacted. If there is a change in price or the goods are not in accordance with what has been agreed, they must wait until the contract time is complete or the contract can be canceled. Buying and selling using the salam contract can also be done as an economic activity based on the basis of the Qur'an and Hadith. Buying and selling using the Shopee service is permitted in Islamic law, because it can benefit both parties.

With this research, sellers and buyers become aware of the salam contract and its application in everyday life. Shopee users, both sellers and buyers, are expected to make transactions in accordance with the terms and conditions of buying and selling by implementing the salam contract in accordance with PSAK Syariah 103. The application of the salam contract in buying and selling transactions is expected to prevent us from uncertainty, fraud, so that it can harm one of the parties.

Further researchers are advised to conduct further research into the differences in transaction methods between regular Shopee and Barokah Shopee, and what contracts are used in these transactions.

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