

INTRODUCTION

The main function of transportation is to distribute goods from the place of origin to the destination effectively and efficiently. Transportation classification can be categorized into 3 means, namely land transportation routes (via roads and trains), sea transportation routes, and air transportation routes. Of the three types of transportation modes mentioned above, the researcher will take the case of transportation by sea. In general, there are 2 options for sending goods by sea, namely by using a bulk ship and using a container or container from the shipping company / container ship. Expedition via container or what is more commonly called a container, is a storage and delivery medium for goods that is most often used in inter-island expedition activities. Transportation Management Services Business (freight forwarder) is a business activity aimed at all activities necessary for the delivery and receipt of goods via land, rail, sea and/or air transportation. As a freight forwarding company.

Article 53 of Law Number 17 of 2006 concerning Amendments to Law Number 10 of 1995 concerning Customs states that provisions on prohibitions and/or restrictions issued by technical agencies must be submitted to the Minister of Finance u.p. Director General of Customs and Excise. Regarding the provisions conveyed, the Director General of Customs and Excise conducted research and the Director General of Customs and Excise on behalf of the Minister of Finance determined a list of goods prohibited or restricted for import or export based on Minister of Finance Regulation Number 224/PMK.04/2015 concerning Import Control or Export of Prohibited and/or Restricted Goods, to be further supervised by DJBC. In other words, the shipper is the seller or owner of the goods who sends the cargo to the consignee. Consignee is someone who receives the shipped cargo. Therefore, it can be concluded that the consignee is the recipient of goods / buyer of goods sent by the previous shipper in accordance with the sale and purchase agreement of both parties. Usually there is an agreement between the shipper and the consignee before shipping the goods. The purpose of the agreement is to agree on the terms and delivery procedures intended by both parties to avoid or anticipate the occurrence of default.

However, in reality, most transportation does not have a written agreement with the seller or owner of the goods but only has an unwritten agreement between the logistics / freight forwarding service provider and the shipper / sender or owner of the goods or consignee / buyer or recipient. Transportation as an agreement is generally verbal (not written) but is always supported by transportation documents which prove that the agreement has occurred. These parties have the freedom to determine the rights and obligations that must be fulfilled in sending/transporting goods. The law only applies as long as the parties do not specify other agreements that they agree to and as long as this does not harm the public interest. In this case, the carrier has an important role in the process of delivering goods safely, quickly and intact. It cannot be denied that freight forwarders can also be sued for the integrity of the cargo when it arrives at the destination, even though in some cases, the freight forwarder does not carry out the loading process so that the freight forwarder also does not know the condition of the goods being loaded, whether in terms of quality and quality they are in accordance with the agreement of the buying and selling parties or No. So from the description above, there are problems in Freight Forwarding's responsibility in shipping cargo.