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What does a freight forwarder do?

Services, agent versus carrier liability, FIATA documents, standard trading conditions and choosing a forwarder

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SHORT ANSWER

A freight forwarder is a company that organises the movement of goods on behalf of its customer. In Türkiye the role is called a transport organiser (taşıma işleri organizatörü, TİO), and a TİO licence from the Ministry of Transport and Infrastructure is mandatory. The forwarder selects the carrier, books space and prepares documents, and coordinates services such as consolidation, customs, warehousing and insurance. When it acts only as an intermediary (agent), it is liable for its own care and diligence; when it issues its own bill of lading or a FIATA document such as the FBL, it is liable to its customer as a carrier.

What does a freight forwarder do?

When an exporter wants to send goods to a buyer abroad, it usually does not deal directly with the company operating the ship, aircraft or truck. Instead it works with a **freight forwarder**, which plans the move from start to finish, selects the carrier, books space and prepares the documents.

In Türkiye, legislation calls this profession the **transport organiser** (taşıma işleri organizatörü, TİO). The Ministry of Transport and Infrastructure's **Regulation on Transport Organisers** (Official Gazette 27.08.2022/31936) covers operators in road, rail, sea, air and combined transport and sets three basic requirements:

- **TİO licence:** Anyone carrying out this activity must obtain a TİO licence from the Ministry (Art. 5(1)).
- **Liability:** The TİO is responsible for the goods from the moment it takes them over until delivery (Art. 17(4)).
- **Insurance:** The TİO must take out carrier liability insurance covering the transport it organises (Art. 19(1)).

The Turkish Commercial Code covers the same activity under the heading of the **forwarding agent** (taşıma işleri komisyoncusu), in Articles 917–930. Under the Code, the forwarding agent undertakes to have goods carried in return for an agreed fee; as a rule it does not perform the carriage itself but contracts with a carrier. Legal scholars have pointed out that the Regulation's definition and the Code's concept do not match exactly.

The range of services

The Regulation's definition lists, besides transport, warehousing, packing, labelling, packaging, order management, insurance, distribution and logistics operations. In practice, the main things a forwarder is expected to do are:

Service	What it involves	Related topic in the guide
Transport organisation	Choosing the mode and route, booking space with the carrier, pre-carriage and on-carriage	**The container shipment timeline**, **Intermodal and combined transport**
Consolidation (groupage)	Combining small shipments from different shippers in one container or vehicle	**FCL, LCL and freight calculation**
Documents	Bill of lading and AWB instructions, issuing its own documents (HBL, HAWB, FBL)	**The bill of lading**, **Air cargo: the AWB and chargeable weight**
Customs	Coordinating customs formalities; representing a client as a customs broker needs a separate licence	**HS codes and customs procedures in Türkiye**
Warehousing and distribution	Storage, handling, labelling, distribution	**Warehousing and inventory management**
Insurance	Arranging cargo insurance	**Carrier liability and cargo insurance**
Special cargo	Dangerous goods, project and out-of-gauge cargo, cold chain	**Dangerous goods transport: IMDG and ADR**, **Project cargo and out-of-gauge loads**

Agent or carrier? The liability difference

Why and how far a forwarder is liable for loss or damage depends on the **capacity** in which it acts on that job. There are two basic roles:

As an agent: The forwarder does not undertake the carriage itself. It selects a carrier for its customer, concludes contracts and gives instructions. Under the Turkish Commercial Code, the forwarding agent concludes the necessary contracts in its own name, and may also do so in the shipper's name if authorised (Art. 918). In this role the forwarder is liable for doing its own tasks, such as choosing and instructing the carrier, with due care. For damage during carriage, the customer's main claim is against the carrier.

As a principal (carrier): The forwarder takes on the carriage under its own responsibility. The clearest sign is that it issues a transport document in its own name: an HBL or FBL at sea, a HAWB in the air. A company that issues its own bill of lading without operating ships is also called an **NVOCC**, a term from US regulation. Under the Turkish Commercial Code, when the forwarding agent performs the carriage itself, or when a single fixed fee that includes carriage costs is agreed, it has the rights and obligations of a carrier.

	Agent	Principal (carrier, NVOCC)
Contract of carriage	With the carrier, for the customer's account	With the customer in its own name; separately with the carrier in its own name
Document issued	The carrier's document (MBL, MAWB, CMR)	Its own document (HBL, FBL, HAWB)

	Agent	Principal (carrier, NVOCC)
Who does the customer claim against?	The carrier; the forwarder only for its own fault	The forwarder, which then claims against the carrier
Standard of liability	Duty of care and the contract terms	The rules and limits of the relevant transport regime

A forwarder acting as a carrier is subject to the limits of regimes such as Hague-Visby, CMR or Montreal, depending on the mode. These limits, and why separate cargo insurance is needed, are covered in **Carrier liability and cargo insurance**.

Effect of the TİO Regulation: The Regulation treats the TİO as a carrier for the purposes of the obligations and liabilities imposed on carriers (Art. 4(1)(i)), and makes it responsible for the goods from taking over until delivery (Art. 17(4)). So in Türkiye, the administrative rules put the forwarder close to the position of a carrier whatever its role. How liability is decided under private law in a given claim still depends on the contract, the document issued and the provisions of the Commercial Code.

FIATA documents

FIATA (the International Federation of Freight Forwarders Associations) has created a set of documents to give forwarders a worldwide standard. Each document has a distinctive colour and carries the FIATA logo. FIATA does not sell them directly; authorised national associations distribute them in their own countries.

Document	Full name	What it is for
FBL	Negotiable FIATA Multimodal Transport Bill of Lading	A **negotiable** bill of lading that the forwarder issues as a multimodal transport operator, that is, as a carrier. It can also serve as the forwarder's house bill.
FWB	Non-negotiable FIATA Multimodal Transport Waybill	The **non-negotiable** counterpart of the FBL, used where documents do not need to pass through banks.
eFBL	Digital Negotiable FIATA Multimodal Transport Bill of Lading	The digital version of the FBL. FIATA and UNECE published the eFBL data standard in March 2022.
FCR	FIATA Forwarders Certificate of Receipt	Shows that the forwarder has received the goods and will dispatch them, or hold them for the consignee, as instructed. It may be requested in EXW, FCA or FOB sales as proof that the seller has handed over the goods. It is not a transport document.
FCT	FIATA Forwarders Certificate of Transport	Shows that the forwarder undertakes to deliver the goods at destination through its own agent.
FWR	FIATA Warehouse Receipt	A warehouse receipt for goods held in the forwarder's warehouse.
SDT	FIATA Shippers Declaration for the Transport of Dangerous Goods	A standard form on which the shipper declares dangerous goods.
FFI	FIATA Forwarding Instructions	A standard form for the customer's instructions to the forwarder.

In Türkiye: According to FIATA's list, UTİKAD distributes the FBL, eFBL, FCR and FWB (last checked: November 2026). Only a few countries distribute the FCT, FWR and SDT, so these may not be available everywhere.

FBL liability limit: Under the FBL's standard conditions, the forwarder's liability for loss of or damage to the goods is limited to **666.67 SDR per package or 2 SDR per kilogram of gross weight**, whichever is higher. If the carriage does not include sea or inland waterway transport, the limit is **8.33 SDR per kilogram**. If the value of the goods has been declared on the document, the declared value applies instead. What the SDR is, and the limits under other conventions, are explained in **Carrier liability and cargo insurance**.

Under letters of credit: As a rule, banks accept a transport document issued by a forwarder if the forwarder has signed it as carrier or multimodal transport operator, or as agent for a named carrier. If the credit includes wording such as "freight forwarder's bill of lading acceptable", signing in the capacity of a forwarder may be enough. Under international standard banking practice (ISBP), however, an FCR does not reflect a contract of carriage and is not treated as a transport document. In any letter of credit transaction, confirm the document type with your bank in advance; more in **Payment methods and letters of credit**.

Standard trading conditions: the FIATA Model Rules and UTİKAD

Freight forwarding largely rests on freedom of contract. Rather than drafting a separate contract for each shipment, forwarders usually work under **standard trading conditions** prepared by their national association. These conditions set out what the forwarder is liable for, up to what limit and for how long. If a quotation or invoice says "all services are subject to ... conditions", that is the text that defines your position.

The FIATA Model Rules: To bring differing national liability regimes closer together, FIATA adopted the *Model Rules for Freight Forwarding Services* in 1996 and updated them in 2019. They are not mandatory; national associations and companies use them as a model when drafting their own conditions. According to an academic review of the 1996 text, the main principles are:

- The forwarder must exercise due diligence and take reasonable measures in performing its services.
- A forwarder that issues its own transport document, or whose conduct shows that it has undertaken the carriage, is treated as a principal.
- The monetary limit for loss of or damage to goods is 2 SDR per kilogram; some limits are left to national associations.
- Liability for delay and consequential loss is restricted, and claims relating to goods are subject to a nine-month time limit.

The 2019 update addressed electronic notices, data protection and requirements that vary between countries, such as the verified gross mass (VGM). For current figures, read the text your forwarder actually uses.

UTİKAD's conditions in Türkiye: UTİKAD, which represents forwarders in Türkiye, is a FIATA member and recommends standard conditions to its members. A 2023 bulletin of the Istanbul Bar Association's Transport Law and Logistics Commission refers to them as the "UTİKAD Rules" and describes them as **advisory**. Members may incorporate them into their contracts, and they are valid to the extent that they do not conflict with mandatory law and international conventions. The bulletin reports that the rules have four parts (general provisions, liability, customer obligations and disputes) and are updated when needed. Ask UTİKAD or your forwarder for the current text and its exact title.

Forwarder, customs broker, shipping agent and carrier

These four parties work side by side on the same shipment and are often confused. A detailed map of roles is in **The parties in trade and logistics**; here we look only at who represents whom.

Party	Acts on behalf of	Main job
Freight forwarder (TİO)	The cargo owner (exporter or importer)	Organises transport end to end; liable as a carrier if it issues its own document
Carrier (shipping line, airline, road haulier)	Itself	Physically carries the goods and issues its own transport document
Shipping agent	The shipping line	Represents the line in a port or country; issues delivery orders and handles port formalities
Customs broker	The declarant (importer or exporter)	Lodges the customs declaration; needs a licence from the Ministry of Trade

One company can take on several of these roles; a forwarder may, for example, have a customs brokerage unit. What matters is the capacity and the document under which each job is done.

Forwarding instructions: what to tell the forwarder

A forwarder can only be as accurate as the information it receives. Missing or wrong instructions come back as an incorrect bill of lading, a missed cut-off, a discrepancy under a letter of credit or a delay at customs. FIATA's standard instruction form, the **FFI**, gathers this information on a single page. Instructions to a forwarder usually include:

- **Parties:** Full names and addresses of the shipper, consignee and notify party
- **Goods:** Description, HS code, number and type of packages, gross weight, volume, whether the cargo can be stacked
- **Delivery terms:** The Incoterms® rule and named place; who pays which costs
- **Place and date:** Pickup address, ready date, destination
- **Documents:** The transport document required (bill of lading, sea waybill, FBL), number of originals, letter of credit conditions
- **Insurance:** Who arranges insurance and the insured value
- **Special requirements:** Dangerous goods details, temperature settings, out-of-gauge dimensions

These instructions are different from the **shipping instructions** (SI) the forwarder sends to the carrier; the SI and its cut-off are covered in **The container shipment timeline**. How the delivery term decides who contracts for carriage is explained in **Incoterms® 2020**.

How to choose a forwarder

The criteria below are general questions to ask when deciding, not a description of any particular company:

1. **Licence:** Does the company hold a valid TİO licence? The Regulation makes it mandatory for this activity.
2. **Liability insurance:** What does the carrier liability insurance cover, and up to what limit? If the forwarder issues FIATA documents, does the insurance cover that too? A forwarder's liability insurance does not replace **cargo insurance**, which protects the value of your goods.
3. **Conditions and documents:** Which standard trading conditions apply? On this job, will the forwarder act as an agent, or issue its own document and take on the role of carrier?
4. **Network and expertise:** Does it have its own office or an agent on the route and mode in question? If you have special needs such as dangerous goods, cold chain or project cargo, does it have qualified staff? For air cargo, does it hold security approval as a regulated agent?
5. **Transparent quotation:** Does the quotation show freight, surcharges and local charges separately? Are the validity period and exclusions stated in writing? How to read a quotation is covered in **Freight quotations and surcharges**.
6. **Communication and tracking:** Who will follow the shipment, whom do you contact when something goes wrong, and how will status updates be shared?

FIATA or UTİKAD membership is not a licence. It does, however, show which professional rules and standard conditions the company has signed up to. The role of these bodies is covered in **Logistics and trade organisations**.

3PL, 4PL and logistics service contracts

Giving a forwarder instructions for a single shipment is not the same as handing part of your logistics to a service provider for a year or more. In the second case, the relationship is governed not by individual instructions but by a long-term **logistics service contract**. This section summarises the "PL" tiers used in the industry and the main clauses such a contract should contain.

From 1PL to 4PL: who does what?

The definitions below are summarised from the *Logistics Management* course material of Atatürk University's Open Education Faculty. 3PL and 4PL are already covered in detail elsewhere in the guide; here we simply put the tiers side by side.

Tier	Who?	Who runs the logistics?
1PL (first party)	Manufacturer or shipper	The company itself, with its own vehicles, warehouses and staff; nothing is outsourced
2PL (second party)	Carrier	A company providing transport with its own or leased vehicles; the service is usually limited to carriage
3PL (third party)	Logistics service provider	A company that takes on several of the customer's logistics activities, tailored to that customer and under a long-term contract. More: Warehousing and inventory management › 3PL and 4PL
4PL (fourth party)	Supply chain integrator	A company without its own vehicles or warehouses that coordinates service providers through information and management capability. More: Parties in trade and logistics › 3PL and 4PL

The same course material describes a 3PL as a company that works with the first-party firm on **at least three** logistics activities, and adds that as the scope extends across the supply chain, the company comes to be called a 4PL or 5PL. These tiers are not a legal status, and the definitions are not fully standardised across the industry. Look at what the contract makes a company responsible for, not at what the company calls itself.

Where does a forwarder fit? A forwarder that only organises transport would not count as a 3PL under the "at least three activities" test above. When it also takes on warehousing, customs coordination and distribution under a contract, it comes close to the 3PL definition. This is our own inference from the definition. The capacity in which it acts still depends on the agent or carrier question.

What goes into a logistics service contract?

The headings below draw on academic studies of how contracts function in logistics outsourcing (Selviaridis, Lancaster University) and on the Open Education course material. The course material names inadequate or unbalanced contracts and unmeasurable or unrealistic targets among the main risks of outsourcing. The table shows what should be in writing to guard against both.

Clause	What is written	What to watch
Scope	Which activities are performed, at which locations and within which volume range; the resources and processes to be used. Usually set out in a service specification or statement of work attached to the main agreement.	State what is out of scope as well. Broad specifications at the start of a relationship have been found to be revised frequently during execution.
Service levels (SLA) and KPIs	Target service levels and the key performance indicators (KPIs) that measure them: on-time delivery, OTIF, order accuracy, damage-free delivery and similar. In the contracts studied, on-time targets ranged from 98% to 99.8%.	For each indicator, write down its definition, measurement method, data source and reporting frequency. Targets should be specific, measurable, achievable, realistic and time-bound.
Incentives and penalties	Performance-linked payment: a bonus when targets are met, a deduction when they are missed (bonus-malus). In the academic cases the incentive was a small percentage of the total service fee; in one case 1% of the annual fee.	It must be possible to tell who caused a shortfall. Failures caused by the customer (late orders, missing information) should be excluded from penalties.
Liability	Scope and monetary limit of liability for loss, damage and delay; whether consequential losses (such as lost profit) are excluded; which standard trading conditions apply.	Providers often limit liability through the industry's standard terms and exclude consequential losses. Limits can be renegotiated in light of past performance.
Insurance	Who insures the value of the goods, and the scope and limit of the provider's liability insurance.	The provider's liability insurance does not replace cargo insurance, which protects the value of the goods. State who carries the gap between the two limits.
Price and price adjustment	Pricing model: unit price (per shipment, pallet or order), a mix of fixed and variable charges, open-book cost-plus, or gain-sharing. Adjustment: annual review, price updates for demonstrable cost increases, renegotiation when external conditions change.	Make clear which cost item is linked to which index. In transport, fuel changes are often passed on through a separate item similar to BAF; see Freight quotations and surcharges.

Clause	What is written	What to watch
Term, change and termination	Contract term, what happens when volume or scope changes, what counts as a material breach, and handover after termination.	In one academic case, missing KPIs for three consecutive months counted as a material breach. Vehicle and warehouse leases the provider takes on for the contract can be matched to the contract term.

Under an **open-book, cost-plus** model the customer sees the provider's actual costs and pays an agreed margin on top. When uncertainty is high, this reduces the provider's financial risk; the pressure to bring costs down, however, stays with the customer. A fixed price shifts the risk to the provider. Which suits you depends on how predictable your volumes and costs are.

Whose performance is it? The most common problem in performance-based contracts is telling whether a shortfall came from the provider, the customer or external factors. In the cases Selviaridis studied, some penalties were never applied for this reason, and some customers declined bonuses because they would push prices up. Writing an assessment rule for factors outside either party's control into the contract reduces this argument.

In courses: Atatürk University's Outsourcing in Logistics (IUT212) course covers outsourcing contracts and performance measurement in separate weeks. Akdeniz University's Performance-Based Logistics (UTL 423) and Cardiff University's Logistics and its Provision (BST804) cover the same ground.

Where to go next in the guide

- Parties and roles: **The parties in trade and logistics**, **Logistics and trade organisations**
- Documents: **The bill of lading**, **Transport documents compared: bill of lading, sea waybill, AWB, CMR and CIM**
- Liability and claims: **Carrier liability and cargo insurance**, **Cargo damage and the claims process**
- Pricing: **Freight quotations and surcharges**, **FCL, LCL and freight calculation**
- Working in the sector: roles at a forwarder (operations, pricing, sales, customs) and the FIATA Diploma are covered in **Careers in logistics: roles and paths**.

Which courses cover this topic?

Freight forwarding is taught as a course or course unit in logistics and international trade programmes in Türkiye and abroad. On the certificate side, it is one of the core subjects of the FIATA Diploma. Examples:

Institution	Programme	Course
İzmir University of Economics	Logistics Management (English), bachelor's	Ship Agency and Freight Forwarding Business (LOG 422)
KTO Karatay University	International Trade and Logistics, bachelor's	International Logistics (01150004)

Institution	Programme	Course
SUNY Maritime College (USA)	B.S. in International Transportation and Trade	Import/Export & Traffic Management (GBTT 453)
UTİKAD	FIATA Diploma in Freight Forwarding, certificate	FIATA Diploma training — subject areas (in Turkish)
Irish International Freight Association (IIFA)	FIATA Diploma in Freight Forwarding, certificate	Freight Forwarding

Test yourself

1. A forwarder contracted with a shipping line for its customer's cargo but did not issue its own document; the customer received the line's bill of lading. The cargo was damaged at sea. Against whom does the customer mainly claim? *(Answer: The shipping line, i.e. the carrier. Because the forwarder acted as an agent, it is liable only if it breached its own duty of care.)*
2. What is the key difference between an FBL and an FWB? *(Answer: The FBL is a negotiable bill of lading; the FWB is non-negotiable.)*
3. Can an FCR be presented under a letter of credit that calls for a transport document? *(Answer: As a rule, no. The FCR shows that the goods were handed to the forwarder but does not reflect a contract of carriage, so banking practice does not treat it as a transport document.)*
4. Which document is mandatory to operate as a freight forwarder in Türkiye, and which ministry issues it? *(Answer: The TİO licence, issued by the Ministry of Transport and Infrastructure.)*

Frequently asked questions

Is a freight forwarder the same as a transport organiser (TİO)?

Yes. Turkish regulation uses the term taşıma işleri organizatörü (TİO), or transport organiser, for freight forwarders. Under the Regulation on Transport Organisers, anyone carrying out this activity must obtain a TİO licence from the Ministry of Transport and Infrastructure and take out carrier liability insurance. The Turkish Commercial Code covers the same activity under the heading of the forwarding agent (taşıma işleri komisyoncusu).

Is a forwarder liable for damage to the cargo?

It depends on the capacity in which it acts. When it only selects carriers and contracts with them as an intermediary, it is liable for doing those tasks with due care. When it issues its own bill of lading (HBL), an FBL or a HAWB, or quotes a single fixed price that includes carriage, it is liable to its customer as a carrier, subject to the limits of the relevant transport regime.

What is the difference between an FBL and an FCR?

The FBL (FIATA Multimodal Transport Bill of Lading) is a negotiable transport document that the forwarder issues as a carrier. The FCR (Forwarders Certificate of Receipt) shows that the forwarder has received the goods and will dispatch them, or hold them for the consignee, as instructed. It is not a transport document and does not replace one in banking practice.

Which FIATA documents are available in Türkiye?

According to FIATA's list, UTİKAD distributes the FBL, the electronic FBL (eFBL), the FCR and the FWB in Türkiye (last checked: November 2026). FIATA documents are issued by forwarders authorised by the national member association.

What should I check when choosing a forwarder?

Start with the TİO licence and the liability insurance. Then ask which standard trading conditions apply, what network and agents the forwarder has on the route and mode in question, what the quotation includes and who your point of contact will be. FIATA or UTİKAD membership is not a licence, but it helps you understand which rules the company works under.

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