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Application of Indonesian National Standard (SNI) on Helmets of Two-Wheeled Motor Vehicle Riders: Consumer Rights and Obligations of Business Actors

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Abstract

This paper discusses the application of the Indonesian National Standard (SNI) on two-wheeled motorized vehicle helmets and its implications for consumer rights and obligations of business actors. Based on the Regulation of the Minister of Industry of the Republic of Indonesia Number: 79/M-IND/PER/9/2015, SNI for helmets of two-wheeled motorized vehicle riders is compulsorily enforced. Business actors who produce and/or import helmets must meet SNI requirements and have a product certificate using the SNI mark installed on the product. Consumers have rights protected by the Consumer Protection Law, including the right to comfort, security, and safety in consuming goods and/or services. They have the right to true, clear and honest information about helmet products, and have the right to raise opinions and complaints. If the helmet product does not comply with the agreement, the consumer is entitled to compensation and compensation. On the other hand, business actors have an obligation to provide true, clear, and honest information about the condition and guarantee of helmet products. They must treat consumers properly and honestly, as well as provide compensation, indemnity and replacement if the helmet product does not comply with the agreement. The Indonesian National Standard (SNI) for helmets of two-wheeled motorized vehicle riders, such as Helm SNI 1911:2007, specifies technical requirements related to materials, designs, and features that must be met by helmets. These requirements include materials that are strong, do not change by temperature changes, and do not cause irritation to the skin. The helmet design must also meet certain criteria, including height, ventilation, and bearing. Full face helmets and open face helmets have different technical requirements, such as ear protection, neck covers, shields, or chin caps for full face helmets, and hoods, protective linings, straps and more for open face helmets. In conclusion, this paper underlines the importance of applying SNI to twowheeled motorized vehicle helmets to maintain product quality, safety, and comfort. Consumers have rights that must be protected, while business actors have the obligation to meet SNI requirements and provide good service to consumers. With SNI, it is hoped that twowheeled motorized vehicle helmets on the market can meet the standards that have been set, so as to provide better protection for riders.

Keywords: Application of Indonesian National Standard (SNI), rider helmet, two-wheeled motor vehicle, consumer rights, obligations of business actors

Introduction

Indonesia is currently a developing country that is heading towards the status of a developed country. Along with its development, the needs of people in this country are also increasing, both in physical and psychological terms. These needs produce a variety of products that are the needs of the community.

When a community needs many products, economic actors compete with each other for market opportunities. They innovate to create new business opportunities so that the products they market can be accepted by the market. Most entrepreneurs compete fairly, but there are also those who use unfair practices in competing.

According to the Big Indonesian Dictionary (KBBI) responsibility is the obligation to bear everything if anything happens can be prosecuted, blamed, and prosecuted. In the legal dictionary, responsibility is a must for a person to carry out what has been required of him.(Efendi, 2016)

One of the mandatory requirements when riding a two-wheeled motorcycle is the use of a helmet. A helmet is an important piece of equipment in riding a motorcycle, and its function is similar to headgear. This helmet plays a role in protecting the head from potentially dangerous impacts in the event of an accident.

The obligation to use the Indonesian National Standard Helmet for users of two-wheeled motorized vehicles is regulated in Article 57 paragraphs (1) and (2) of Law No. 22 of 2009 concerning Road Traffic and Transportation that:

- (1) Every Motor Vehicle operated on the road shall be equipped with Motor Vehicle equipment.
- (2) Equipment as referred to in paragraph (1) for motorcycles in the form of Indonesian national standard helmets".

Article 106 paragraph (8) of Law No. 22 of 2009 concerning Road Traffic and Transportation, which reads: "Everyone who uses a motorcycle and motorcycle passengers are required to use a helmet that meets Indonesian national standards"

Di in the Regulation of the Minister of Industry of the Republic of Indonesia Number: 79 / M-IND / PER9 / 2015 concerning the Implementation of Indonesian National Standards for Helmets for Two-Wheeled Motor Vehicle Riders Compulsorily. In Article 1 point 2 of the Regulation of the Minister of Industry of the Republic of Indonesia Number: 79 / M-IND / PER9 / 2015 concerning the Implementation of the Indonesian National Standard for Helmets of Two-Wheeled Motor Vehicle Riders It is compulsorily stated that

"Product Certificate for the Use of the SNI Mark for Two-Wheeled Motor Vehicle Helmets, hereinafter abbreviated as SPPT-SNI, is a certificate issued by the Product Certification Body to manufacturers who are able to produce Two-Wheeled Motor Vehicle Helmet Helmets in accordance with the SNI requirements for Two-Wheeled Motor Vehicle Helmets".(Bismantolo et al., 2022)

Although the law requires people to use helmets that have SNI standards, the reality is that non-SNI helmets are still often sold and bought by the public. Many dealers admitted that they were unaware that the helmets did not meet SNI standards. However, helmet users who do not wear SNI helmets basically only do so to avoid law enforcement or formalities, so they prefer to buy helmets that do not meet the standards at a cheaper price. Many non-SNI helmets are designed to look visually appealing, but as mentioned earlier, consumers who use non-SNI helmets only do so to avoid legal issues or formalities. (Bonauli & Situmeang, 2020)

However, the use of helmets without SNI certification is not entirely the fault of consumers who use these helmets. The use of helmets without SNI certification will not occur without a commercial entity marketing them and buying them. Many commercial actors engage in trading and purchasing non-SNI helmets with the aim of making large profits at lower prices. The issue that I will discuss here is not the circulation, use, and sale of non-SNI helmets because it is clear that both traders and consumers are wrong in using and trading helmets that do not have SNI certification. However, the helmets to be discussed are helmets that do have SNI certification.(Rahmawati Lestari & Gustiana, 2022)

Literature Review

The responsibility referred to in this writing is "the obligation to provide answers which is a calculation of all things that happened and the obligation to provide recovery for losses that may be caused." (al Attar & Abdelkarim, 2023)

The existence of label sticking is one of the terms and conditions listed in Article 22 of Law No. 20 of 2014 concerning Standardization and Conformity Assessment which reads:

- (1) Business Actors who have obtained a certificate are obliged to affix the SNI Mark and/or Conformity Mark on the Goods and/or packaging or label.
- (2) Business Actors as referred to in paragraph (1) are prohibited: a. affixing SNI Mark and/or Conformity Mark on Goods and/or packaging or labels outside the provisions stipulated in the certificate; or b. affix an SNI number that is different from the SNI number on the certificate.

Consumer protection law basically aims to provide legal certainty and balance between producers and consumers. Consumer protection law basically aims to uphold legal certainty between business actors and consumers. The background of the birth of consumer protection law in Indonesia began with the birth of the Indonesian Consumer Institute Foundation (YLKI) which was established on May 11, 1973. YLKI together with BPHN (National Legal

Development Agency) formed the Consumer Protection Bill in 1990."(Maharani & Darya Dzikra, 2021)

Research Method

The research method in this study uses normative juridical research methods, Normative juridical research methods are approaches used in legal research to analyze legal regulations and other legal documents. This method focuses on the analysis of existing legal norms and the use of legal arguments to understand and explain the legal issue under study.

In normative juridical research, researchers collect data from relevant legal sources, such as laws, regulations, court rulings, constitutional documents, and legal literature. Then, the data is critically analyzed using theoretical approaches and legal arguments to explore the meaning, purpose, and impact of existing legal regulations.

Normative juridical research methods involve the following steps:

- 1. Legal data collection: Researchers collect data from a variety of relevant legal sources, such as laws, regulations, and court rulings. These sources provide the legal basis on which research is focused.
- 2. Legal analysis: The collected legal data is then analyzed using appropriate legal arguments and theoretical approaches. Researchers identify relevant legal norms, interpret the meaning and purpose of legal regulations, and analyze the relationship between different legal regulations.
- 3. Conclusions: Based on the legal analysis conducted, researchers draw conclusions related to the legal issues studied. These conclusions are based on legal reasoning and a deep understanding of existing legal regulations.

Normative juridical research methods have several advantages. First, this method allows researchers to understand and explain the existing legal framework as well as provide an indepth understanding of applicable legal norms. Second, this method allows researchers to provide legal recommendations or advice based on consistent and tested analysis of legal arguments.

Result and Discussion

According to Article 1 Number 2 of the Regulation of the Minister of Industry of the Republic of Indonesia Number: 79 / M-IND / PER / 9/2015 concerning the Implementation of the Indonesian National Standard for Helmets for Two-Wheeled Motor Vehicle Riders Compulsorily, what is meant by Product Certificate for the Use of SNI Mark is: "Product Certificate for the Use of the SNI Mark for Two-Wheeled Motor Vehicle Riders' Helmets, hereinafter abbreviated as SPPT-SNI is a certificate issued by the Product Certification Body to manufacturers who are able to produce Two-Wheeled Motor Vehicle Helmet Helmets in accordance with the requirements of SNI Two-Wheeled Motor Vehicle Rider Helmets".(Bani Issa, 2023)

According to Article 4 of the Regulation of the Minister of Industry of the Republic of Indonesia Number: 79/M-IND/PER/9/2015 concerning the Compulsory Implementation of Indonesian National Standards for Helmets of Two-Wheeled Motor Vehicle Riders, states that: "Companies that produce and/or import Toda Dua Motor Vehicle Rider Helmets must apply SNI as referred to in Article 2 with the following conditions:(Mazli, 2021)

- A. Have SPPT-SNI in accordance with the provisions; and
- B. Put the SNI mark on the product in an easy-to-read place and by embossing."

According to Az. Nasution, consumer law is the whole of the principles and rules that govern the relationship and problems of providing and using goods and / or services, between providers and users in public life. (Rosmawati, 2018)

Every society has the same rights as consumers. These rights are listed in article 4 of the UUPK, namely:

- 1. The right to comfort, security, and safety in consuming goods and/or services;
- 2. The right to choose goods and/or services and obtain such goods and/or services in accordance with the exchange rate and conditions and guarantees promised;
- 3. The right to true, clear, and honest information about the conditions and guarantees of goods and/or services;
- 4. The right to be heard and complain about the goods and/or services used;
- 5. The right to appropriate consumer protection advocacy, protection, and dispute resolution;
- 6. The right to consumer coaching and education;
- 7. The right to be treated or served properly and honestly and non-discriminatory;
- 8. The right to obtain compensation, compensation and/or replacement, if the goods and/or services received are not in accordance with the agreement or are not as they should be;
- 9. Rights stipulated in the provisions of other laws and regulations.

In society, every society not only has rights, but every society also has the same obligations as consumers. This is also stated in Article 5 of the Law, namely:

- 1) Read or follow information instructions and procedures for the use or utilization of goods and / or services, for security and safety;
- 2) Good faith in making goods and/or services purchase transactions;
- 3) Pay according to the agreed exchange rate;
- 4) Follow efforts to properly resolve consumer protection disputes.

The rights owned by business actors are described in article 6 of the Law, namely:

- 1) The right to receive payment in accordance with the agreement on the conditions and exchange rate of goods and/or services traded;
- 2) The right to legal protection from consumer actions in bad faith;
- 3) The right to exercise proper self-defense in the legal settlement of consumer disputes;
- 4) The right to reputation rehabilitation if it is legally proven that consumer losses were not caused by the goods and/or services traded;

5) Rights stipulated in the provisions of other laws and regulations.

The obligations that must be carried out by business actors are listed in article 7 of the UUPK, namely:

- 1. Good faith in carrying out its business activities;
- 2. Provide true, clear and honest information about the condition and warranty of goods and / or services and provide explanations of use, repair and maintenance;
- 3. Treat or serve consumers correctly and honestly and non-discriminatory;
- 4. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of applicable quality standards for goods and/or services;
- 5. Provide opportunities for consumers to test, and/or try certain goods and/or services and provide guarantees and/or guarantees for goods made and/or traded;
- 6. Provide compensation, compensation and/or compensation for losses due to the use, use and utilization of goods and/or services traded;
- 7. Provide compensation, compensation and/or replacement if the goods and/or services received or utilized are not in accordance with the agreement.

According to Article 7 of Law no. 8 of 1999 concerning Consumer Protection states that the obligations of business actors, namely:(Jifari & Liya Sukma Muliya, 2023)

- A. Good faith in carrying out its business activities;
- B. Provide true, clear, and honest information about the condition and warranty of goods and / or services and provide explanations of use, repair, and maintenance;
- C. Treat or serve consumers correctly and honestly and non-discriminatory;
- D. Guarantee the quality of goods and/or services produced and/or traded based on the provisions of applicable quality standards for goods and/or services;
- E. Provide opportunities for consumers to test and/or try certain goods and/or services and provide guarantees and/or guarantees for goods made and/or traded.
- F. Provide compensation, compensation, and/or replacement if the goods and/or services received or utilized by consumers are not in accordance with the agreement.

According to Janus Sidabeam, with this legal relationship, it can be distinguished into two types of business actor responsibilities. First, liability on the basis of guilt is responsibility that can be born because of default, the emergence of unlawful acts or because of careless actions. Second, liability on the basis of risk is a responsibility that must be borne as a risk that must be taken by a business actor for his business activities. (Dr. Dewa Gde Rudy et al., 2016)

The principle of responsibility is based on the element of error / omission. Responsibility based on errors / omissions is a subjective principle of responsibility, which is a responsibility determined by business actors.(Sari, 2020)

The principle of presumption not to always be responsible. This principle is contrary to the principle of presumption of always being responsible, so in this principle the defendant is always held irresponsible until it is proven that he is guilty. This principle is only known within a very limited scope of consumer transactions and such restrictions are usually generally justified. (Shidarta, 2020)

This principle of absolute responsibility does not question the presence or absence of errors, but business actors are directly responsible for losses caused by defective products, because business actors are not careful and because business actors must prevent the loss.(Sujono et al., 2022)

Article 106 paragraph (8) of Law No. 22 of 2009 concerning Road Traffic and Transportation, which reads: "Everyone who uses a motorcycle and motorcycle passengers are required to use a helmet that meets Indonesian national standards"

Referring to the SNI 1911:2007 Helmet Standard, it can be seen that the materials used in making helmets, among others:(Rahayu, 2022)

- 1. Made of strong materials and nonmetals, does not change if placed in open space at a temperature of 0 degrees Celsius to 55 degrees Celsius for at least 4 hours and is not affected by ultraviolet radiation, and must withstand the effects of gasoline, soap oil, water, detergents and other cleaners.
- 2. The complementary material of the helmet must be weatherproof, waterproof and cannot be affected by temperature changes.
- 3. Materials that come into contact with the body should not be made of materials that can cause irritation or disease to the skin, and do not reduce the force against impact or physical changes as a result of direct contact with the wearer's sweat and fat.

In making a full face helmet in accordance with the Indonesian National Standard, there are several terms and conditions that have been regulated in the SNI 1911:2007 Helmet Standard, including:(Yasa & Sukardi, 2020)

- 1. The height of the helmet is at least 114 millimeters measured from the top of the helmet to the main plane, namely the horizontal plane through the ear hole and the bottom of the eyeball holder,
- 2. The helmet must be equipped with ear protection, neck cover, movable pet, shield or chin cap.
- 3. The ventilation hole is installed on the shell in such a way that it can maintain the temperature in the space between the head and the shell
- 4. The helmet shell must be made of strong material and not metal, unchanged if placed in an open space at a temperature of 0 oC to 55 oC for at least 4 hours
- 5. The upper bearing consists of a layer of shock absorbers mounted on the inner surface of the shell at least 10 millimeters thick
- 6. The bottom bearing of the Helmet must not affect the aura function of the user against a hazard
- 7. The strap holder is at least 20 millimeters wide and must serve as a helmet fastener

Basically, the provisions for making open face helmets are the same as the provisions for making full face helmets. But what can distinguish is the parts contained in the open face helmet. You can see the open face helmet section on the SNI 1911:2007 Helmet Standard, including:

- 1. Hood
- 2. Protective coating
- 3. Strap holder
- 4. Comfort layer
- 5. Ear protection
- 6. Glass hook
- 7. Helmet net
- 8. .Rim

Regulation of the Minister of Industry of the Republic of Indonesia Number: 79/M-IND/PER/9/2015 regulates the implementation of the Indonesian National Standard (SNI) for helmets of two-wheeled motorized vehicle riders compulsorily. This regulation explains the product certificate for the use of the SNI mark for two-wheeled motorized vehicle helmets. Business actors who produce and/or import helmets for two-wheeled motorized vehicle riders are required to apply SNI. They must have a product certificate of using the SNI mark and must put the SNI mark on the product by embossing.(Utami, 2019)

Consumers have rights stipulated in the Consumer Protection Law, such as the right to comfort, security, and safety in consuming goods and/or services, the right to obtain true, clear, and honest information, the right to file opinions and complaints, and the right to obtain compensation and compensation if the goods and/or services are not in accordance with the agreement. Business actors have obligations, including providing true, clear, and honest information about the conditions and guarantees of goods and/or services, treating consumers correctly and honestly, and providing compensation, compensation, and replacement if goods and/or services are not in accordance with the agreement.(Bani Issa, 2023)

The Indonesian National Standard (SNI) for helmets of two-wheeled motorized vehicle riders, such as Helm SNI 1911:2007, specifies technical requirements related to materials, designs, and features that must be met by helmets. The helmet should be made of strong material, not changed by temperature changes, and not cause irritation to the skin. The helmet must also meet certain requirements in terms of design, such as height, ventilation, and bearing. Full face helmets and open face helmets have different technical requirements. Full face helmets must be equipped with ear protection, neck covers, movable pets, shields, or chin caps. Meanwhile, open face helmets have parts such as hoods, protective linings, straps, comfort layers, ear protection, glass hooks, helmet nets, and rims. (Somolinos, 2023)

Conclusion

In conclusion, the regulation regulates the mandatory use of two-wheeled motorized vehicle riders' helmets by complying with the Indonesian National Standard (SNI). Business actors must meet SNI requirements and consumers have rights and business actors have obligations related to helmet products. Helmets must meet the technical requirements stipulated in the SNI 1911:2007 Helmet Standard.

Normatively, it is clearly stated that people must use helmets that meet Indonesian national standards. This is written in Article 106 paragraph (8) of Law No. 22 of 2009 concerning Road Traffic and Transportation, so that people should be aware that the helmets they use must have Indonesian national standards.

However, unfortunately the phenomenon that occurs today is the distribution of helmets in the community that have the SNI label, but the quality is not in accordance with the provisions of SNI helmets. The existence of this phenomenon makes it difficult for people to determine which helmets are in accordance with SNI standards and which are not. As a result, losses arise both materially and immaterially.

Supposedly, with regulations stating that people must use helmets that meet SNI standards, manufacturers should also sell SNI helmets with appropriate quality. However, the reality is that there are manufacturers who pay less attention to this. By selling helmets that have the SNI label but the quality is not in accordance with the standards, the seller or manufacturer must be responsible to consumers for losses arising from such actions.

The actions of sellers or manufacturers who sell helmets with SNI labels but the quality is not in accordance with SNI standards are very detrimental to consumers. By incurring such losses, the business actors ostensibly neglect their obligations under the Consumer Protection Law. The act of ignoring this obligation must be accountable to the consumer. The accountability demanded of helmet business actors is based on legal basis. In Indonesia, the responsibility of helmet business actors to consumers is not regulated in detail in the law itself. Therefore, the responsibility that can be carried out by helmet business actors can refer to the Consumer Protection Law.

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