

ARTICLE 9.

If the carrier accepts goods without an air consignment note having been made out, or if such note does not contain all the particulars set out in Article 8 (a) to (i) inclusive and (q), the carrier shall not be entitled to avail himself of the provisions of this Convention which exclude or limit his liability.

ARTICLE 10.

(1) The consignor is responsible for the correctness of the particulars and statements relating to the goods which he inserts in the air consignment note.

(2) He shall be liable for all damage caused to the carrier or to any other person by the irregularity, inexactitude or insufficiency of the said particulars and statements.

ARTICLE 11.

(1) In the absence of proof to the contrary the air consignment note shall be evidence of the conclusion of the contract, of the receipt of the goods and of the conditions of carriage.

(2) In the absence of proof to the contrary the statements in the air consignment note relating to the weight, dimensions and packing of the goods, as well as those relating to the number of packages, shall be evidence thereof; those relating to the quantity, volume and condition of the goods shall only constitute evidence against the carrier in so far as they have been, and are stated in the air consignment note to have been, checked by him in the presence of the consignor, or where the statements relate to the apparent condition of the goods.

ARTICLE 12.

(1) On condition that he carries out all his obligations under the contract of carriage, the consignor has the right to deal with the goods either by withdrawing them at the aerodrome of departure or destination, or by stopping them in the course of the journey at a landing place, or by requiring them to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the air consignment note, or by demanding their return to the aerodrome of departure, provided that the exercise of this right shall not prejudice either the carrier