

I. In the cases provided for in the penultimate paragraph of Article 343 and in Article 344, if it is proved that the carrier took all reasonable precautions to avoid the damage and the technical measures required by this Law and its Regulations, or that it was impossible for it to take them;

II. In the case provided for in Article 345, if it is proved that the delay was caused by bad weather or salvage operations, or for reasons involving the protection of human life or property;

III. In all cases if it is proved that the damage was due to acts or circumstances caused by the victim or by illegal acts of a third person.

Article 347. The right to receive the compensation provided for in this section and the determination of the amount of the indemnity in the cases provided for in the penultimate paragraph of Article 343 and Articles 344 and 345 shall be subject to the applicable provisions of the Civil Code for the Federal District and Territories.

The right to sue for payment of the indemnities provided for in this section shall terminate after one year, reckoned from the date of the incidents which gave rise to the action or, if none, from the date of starting the trip provided for in the transportation contract.

Damage suffered by individuals or things transported in private service aircraft shall be governed by the provisions of the Civil Code for the Federal District and Territories.

Section Two—Damage to freight and invoiced baggage

Article 349. Carriers holding licenses or permits to engage in public air transportation, whether scheduled or non-scheduled, shall be liable for damage caused to freight and invoiced baggage:

I. For loss or damage suffered from the moment when it is received until the moment when it is delivered to the addressee.

II. For delay in the delivery of freight or invoiced baggage, beyond the period provided for in the transportation contract and pursuant to the provisions of the Regulations.

In the cases mentioned in clause I of this Article, the carrier must pay the following indemnity to the addressee or, lacking one, to the shipper:

a). For loss of, or damage to freight, a maximum of \$20.—[pesos] per kilo gross weight.

b). For delay in delivery of freight, a maximum amount equivalent to the price of the transportation.

c). For loss of, or damage to invoiced baggage, a maximum of \$500.00 for each piece of luggage.

The carrier shall be exempt from the liability mentioned in this section if it proves:

a). That it took all reasonable precautions to avoid the damage as well as the technical measures required under this Law and its Regulations, or that it was impossible for it to do so;

b). That the delay was caused by bad weather or salvage operations or for reasons involving the protection of human life or property;

c). That the damage was due to unlawful acts of a third person.

The limits of liability referred to in this Article shall not be applicable if the freight or invoiced baggage was transported, by agreement between the parties, in accordance with its declared value, in