

With respect to the transportation of goods and baggage, the limit of liability of the carrier shall be established on the basis of one hundred and fifty pesos in national currency (\$150) for each kilogram gross weight and at the sum of three thousand pesos in national currency (\$3,000) for each passenger, with the exception of a special declaration of interest in the delivery filed by the shipper at the time the parcels are delivered to the carrier and, if necessary, payment of an additional fee. In such case, the carrier shall be under a duty to pay the declared amount unless he can prove that the value of the shipment is less or that said sum is greater than the shipper's interest in the delivery.

With respect to articles remaining in the custody of the passenger, the liability shall be limited to one thousand five hundred pesos in national currency (\$1,500) for each passenger.

Article 140. Any clause tending to exempt the carrier from liability or to set up a limit of liability which is less than that established in this chapter shall be void; but the nullity of such a clause shall not go to the essence of the contract which remains subject to the rules established above.

Article 141. A carrier shall not be entitled to take advantage of the provisions of this chapter excluding or limiting his liability when the damage resulted from his wrongdoing, or from the wrongdoing of any person subject to his control who was acting in the course of his employment.

Article 142. Absent proof to the contrary, acceptance by the consignee of baggage and goods without protest shall give rise to a presumption, that they were delivered in good condition and in conformity with the shipping bill [título del transporte].

Article 143. In the case of loss, the consignee shall file a claim with the carrier within a period of three days for baggage, and of ten days for goods counting from the day of the delivery. In the case of delay, the claim must be made within ten days following the date on which the baggage or goods should have been placed in the hands of the consignee.

Failure to file a claim within such time shall preclude any action against the carrier, except in the case of fraud on his part.

Article 144. If the trip which was intended has been interrupted or has not been made, a passenger, in the former instance, shall be entitled to reimbursement of the part of the purchase price which is proportionate to the part of the trip not completed and to payment of the ordinary costs of transportation and subsistence from the place of landing to the nearest place where the trip can be continued, and, in the latter instance, to the return of the price of the ticket.

Any passenger who fails to present himself or who arrives late to board the flight for which a ticket has been issued to him or who interrupts his trip, shall not be entitled to demand the return of all or part of the amount.

In the case that the aircraft departs with all seats taken, the competent authority shall order the return of the purchase price of the flight ticket, in whole or in part, and shall establish the requirements and conditions thereof.

Article 145. In the case of successive or combination hauls, each carrier shall be answerable for the subsequent carriers. These shall