

**Sole Paragraph.** If in the performance of the contract of air transportation any of the above should be utilized in order to haul, deliver or make a connection, any damage shall be deemed to have occurred during transportation by air, absent proof to the contrary.

Art. 87. The carrier shall be liable for any damage resulting from delay in the transportation by air of passengers, baggage or merchandise at the rate of ten per cent (10%) of the loss caused to the passenger, and in the other cases, of the value of the merchandise.

Art. 88. In any of the cases mentioned above, the carrier shall not be liable if he establishes in a satisfactory manner that measures were adopted by him or his agents to avoid the damage, or that it was impossible to do so.

Art. 89. The carrier shall not be liable for his agents in the transportation of merchandise or baggage, if he establishes that the damage was the result of pilot error, the operation of the aircraft, or an error of navigation, and that, in every other respect, the necessary measures were adopted by him or by his agents to avoid the damage.

Art. 90. If the carrier is able to prove that the damage was caused by the person who sustained the injury, or that such person was a contributing cause thereof, his liability may be excluded or reduced.

Art. 91. In the absence of an agreement to the contrary, the liability of the carrier in the transportation of passengers shall be limited to one hundred thousand cruzeiros (Cr\$100,000.00) for each person.

Paragraph 1. In the absence of an agreement between the parties in the transportation of merchandise or baggage the liability of the carrier shall be limited to two hundred cruzeiros (Cr\$200.00) per kilogram weight.

Paragraph 2. With respect to small articles which the passenger retains under his care, the liability of the carrier shall not exceed four thousand cruzeiros (Cr\$4,000.00) per passenger, and shall be due upon the latter's claim unless it is contested by the carrier.

Art. 92. The nullity of a provision aimed at excluding liability of the carrier or establishing a limit lower than that set up in this Code shall not impair the validity of the contract for carriage.

Art. 93. When the damage results from the wrongdoing of the carrier or of his agent the provisions of this Code excluding or limiting his liability shall not apply.

Art. 94. The acceptance of baggage or merchandise by the consignee without objection, absent proof to the contrary, shall give rise to a presumption that they were delivered in good order and in conformity with the shipping document.

Paragraph 1. In the event of damage, the consignee shall protest directly to the carrier within three days of the date of the receipt of the baggage or seven days from receipt of the merchandise.

Paragraph 2. Any claim for delay shall be made not later than fifteen days from the day in which the baggage or merchandise was placed at the consignee's disposal.

Paragraph 3. Any claim in the above cases shall be made by means of an exception noted in the shipping document itself, or by a separate writing.