

SECTION 23. RIGHT TO TRANSPORTATION OF GOODS BY AIR

(1) In scheduled transportation by air, goods shall be accepted for transportation so far as the transport facilities, permissible load of the aircraft and space are available after boarding the aircraft by passengers and loading the mail and free baggage.

(2) The carrier shall have the right to use as substitute carrier an aircraft different from the one that has been agreed upon and, with the consent of the shipper, a different means of transportation.

SECTION 24. CONCLUDING OF TRANSPORTATION CONTRACT

A transportation contract between carrier and shipper shall be considered concluded:

- a) in non-scheduled air service by acknowledgment of the order by the carrier,
- b) in scheduled air service by receipt of the goods by the carrier for transportation.

By concluding the transportation contract the carrier undertakes to perform the transport by air.

SECTION 25. AIR CONSIGNMENT BILL

(1) The air consignment bill shall document a valid transportation contract.

(2) The shipper shall draw up the air consignment bill in as many copies and in such form as prescribed, and deliver the same to the carrier together with the goods intended for transportation. The carrier shall acknowledge the receipt for transportation of the goods by returning a signed copy of the air consignment bill.

(3) The shipper shall be responsible for the correctness and completeness of the data in the air consignment bill and shall be liable for any damage which the carrier may sustain because his data and statements were incorrect, inaccurate, or incomplete.

SECTION 26. PROCEDURE UNDER CUSTOMS AND OTHER REGULATIONS

The carrier may follow the procedure required by customs or other regulations unless it is at variance with the laws in force. The carrier shall have the right to claim compensation according to a schedule of fees for compliance with the procedure.

SECTION 27. EXAMINATION OF CONTENTS

(1) The carrier shall have the right to ascertain whether the real contents agree with the contents [stated] in the consignment bill. [The carrier] may also make sure whether the special terms under which the goods were accepted for transportation have been met.

(2) In ascertaining the contents the shipper must be present. If this is not possible, at least one witness who is not in the employ of the carrier must be present.

(3) If, in examining the contents, any defects were ascertained which, in the transportation, may cause harm to the health of persons or damage to the means of transportation or other goods shipped, the carrier may exclude the shipment from transportation, store it at the shipper's expense, and collect compensation according to the schedule of fees. The carrier shall notify the shipper of the measures taken.