

vided in the transportation contract; but if the complete transportation terminates at a place other than the one provided in the contract, the carrier shall be liable for it up to the time in which the cargo or checked baggage are received as determined by the customs authorities or any other establishment authorized to receive it at the place when the air transportation terminated. All losses, destruction, injury or delay shall be presumed, unless the contrary is proved, to have been caused by an act occurring during the time in which the cargo or checked baggage were under the custody of the carrier or of one of his employees during the specified period.

*Article 271. Hand luggage.* The carrier is liable for compensation for damages and losses arising from the loss, destruction, damage or delay of hand luggage, if the act causing the damages took place during the period between the time in which the passenger boarded the aircraft up until the time at which he left it, when the aircraft was stationed at any airport or other landing place, including the place of forced or accidental landing.

*Article 272. Subsequent damages.* The liability mentioned in Articles 270 and 271 shall continue as to damages or losses suffered after the termination of the respective transportation periods specified in said articles, if such damages resulted directly from an act occurring during one of those periods.

*Article 273. Limitations on liability.* The liability of the carrier in cases of loss, destruction damage or delay with respect to cargo or checked baggage, is limited to a maximum amount of compensation to fifty (C50.00) colones per kilogram of gross weight.

The liability of the carrier in case of loss, destruction, damage or delay with respect to hand luggage shall be limited to a maximum total amount of seven hundred fifty (C750.00) colones, as compensation to the owner of the hand luggage.

*Article 274. Exemption from liability.* Despite the provisions of Article 270, the carrier shall not be liable if it is proved that both it and its employees took all available measures to avoid the damages, or that it was impossible for either to take such measures.

In the case of hand luggage, the carrier is liable only in accordance with Article 271 if the passenger proves that the damage occurred as a result of the fault of the carrier or its employees.

*Article 275. Supplementary transportation.* Air transportation does not include land, maritime or river transportation outside of the airport.

Nevertheless, when such transportation is effected in the performance of the contract for air transportation during the carriage, delivery or transshipment of baggage or cargo, it is presumed that the damage occurred during the air transportation, except for proof to the contrary.

*Article 276. Combined transportation.* In the case contemplated in Article 198, with respect to checked baggage or cargo, the passenger or the shipper may have a cause of action against the carrier performing the first part of the transportation, and the passenger or consignee, as the case may be, shall have a right of action against the last carrier. In addition, either may claim against the particular carrier performing the transportation at the time in which the destruction, damage or delay occurred. These carriers shall be jointly liable to the passenger, shipper or sender, or to the consignee, as the case may be.