

(b) If the provisions of sub-paragraph (a) above, are not complied with by a person claiming the baggage. Carrier will deliver the baggage only on condition that such person establishes to Carrier's satisfaction his rights thereto, and if required by Carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery;

(c) At the request of the bearer of the baggage check and baggage (claim) tag(s), checked baggage will be delivered at the place of departure or an intermediate stopping place against presentation of the baggage check and delivery of the baggage (claim) tag(s), unless precluded by government regulations, or unless time and circumstances do not permit. In delivering baggage at the place of departure or at an intermediate stopping place, Carrier shall be under no obligation to refund any charges paid; and

(d) Acceptance of baggage by the bearer of the baggage check and baggage (claim) tag(s) without written complaint at the time of delivery is presumptive evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

ARTICLE 10. SCHEDULES, DELAYS AND CANCELLATIONS OF FLIGHTS

Para. 1. Schedules.

The times shown in timetables or elsewhere are approximate and not guaranteed, and form no part of the contract of carriage. Carrier does not undertake to commence or complete carriage of passengers or baggage within any particular time. Schedules are subject to change without notice and Carrier assumes no responsibility for making connections. Carrier will not be responsible for errors or omissions either in timetables or other representations of schedules. No employee, agent or representative of Carrier is authorized to bind Carrier by any statements or representations as to the dates or times of departure or arrival, or the operation of any flight.

Para. 2. Cancellations.

Carrier may without notice substitute alternate carriers or aircraft and, if it deems advisable, Carrier may, without notice, cancel, terminate, divert postpone or delay any flight or the further right of carriage or traffic accommodation and determine if any departure or landing should be made without any liability except to refund in accordance with Carrier's Regulations the fare and baggage charge for any unused portion of the ticket. Carrier may cancel the right or further right of carriage of the passenger and his baggage upon the refusal of the passenger, after demand by Carrier, to pay the fare or the portion thereof so demanded, or to pay any charge so demanded and assessable with respect to the baggage of the passenger, without being subject to any liability therefor except to refund, in accordance herewith, the unused portion of the fare and baggage charge(s) previously paid, if any.