

of another Power, even though that Power is not a party to the Convention, is subject to the rules relating to liability established by the Convention.

(b) To the extent not in conflict with the provisions of sub-paragraph (a) above, all carriage and other services performed by each carrier are subject to:

(1) Applicable laws (including national laws implementing the Convention), government regulations, orders and requirements;

(2) Applicable tariffs, rules, regulations and timetables (but not the times of departure and arrival therein specified) of Carrier.

(c) Carrier's name may be abbreviated in the ticket. For the purpose of the Convention, Carrier's address shall be the airport of departure shown opposite the first abbreviation of Carrier's name in the ticket, and agreed stopping places (which may be altered by Carrier in case of necessity) are those places except the place of departure and the place of destination set forth in the ticket and any conjunction ticket issued therewith or shown in Carrier's timetables as scheduled stopping places on the passenger's route.

Para. 3. Limitation of Liability.

Except as the Convention or other applicable law may otherwise require:

(a) Carrier is not liable for any death, injury, loss or claim of whatsoever nature (hereinafter in this tariff collectively referred to as "damage") arising out of or in connection with carriage or other services performed by Carrier incidental thereto, unless such damage is proved to have been caused by the negligence or wilful fault of Carrier and there has been no contributory negligence of the passenger;

(b) Carrier is not liable for any damage directly or indirectly arising out of compliance with laws, government regulations, orders or requirements or from any cause beyond Carrier's control;

(c) In any event liability of Carrier for death, injury or delay of a passenger shall not exceed 125,000 French gold francs, or its equivalent;

(d) Where the passenger has been offered a choice of rates according to value, any liability of Carrier in respect of baggage and other personal property is limited to its declared value (or its actual value if less) which shall not exceed \$100 (U.S. currency) or its equivalent per passenger, unless a higher valuation is declared in advance and additional charges are paid pursuant to Carrier's Regulations;

(e) In the event of delivery to the passenger of part but not all of his checked baggage the liability of Carrier with respect to the undelivered portion shall be reduced (notwithstanding the value of any part of the baggage or contents thereof) proportionately on the basis of weight;

(f) Carrier is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property caused damage to another passenger's baggage or to the property of Carrier shall indemnify Carrier for all losses and expenses incurred by carrier as a result thereof;