

*Para. 2. Laws and Provisions Applicable*

(a) Carriage in which the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties to the Convention, or within the territory of a single High Contracting Party, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority 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 subparagraph (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) For the purposes of the Convention the 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 Air Waybill or shown in Carrier's timetables as scheduled stopping places for the route.

(d) In the case of carriage subject to the Convention, the shipper acknowledges that he has been given an opportunity to make a special declaration of the value of the goods at delivery and that the sum entered on the face of the air waybill as "Shipper's Declared Value—For Carriage", if in excess of 250 French gold francs or their equivalent per kilogram, constitutes such special declaration of value.

*Para. 3. Limitation of Liability.*

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

(a) Carrier is not liable to the shipper or to any other person for any damage, delay or loss of whatsoever nature (hereinafter in this tariff collectively referred to as "damage") arising out of or in connection with the carriage of the goods or other services performed by Carrier incidental thereto, unless such damage is proved to have been caused by the negligence or willful fault of the carrier against whom the claim is made and there has been no contributory negligence of shipper, consignee or other claimant;

(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) Where the charges for carriage have been based upon a value declared by the shipper, any liability of Carrier shall in no event exceed the shipper's declared value for carriage stated on the face of the air waybill, and in the absence of such declaration by shipper liability of Carrier shall not exceed 250 gold francs, or their equivalent per kilogram of goods destroyed, lost, damaged or delayed; all claims shall be subject to proof of value.

(d) Carrier shall not be liable under any circumstances for damage to or destruction of a consignment caused by or as a result of property contained therein and the shipper, owner and con-