

signee, whose property shall cause damage to or destruction of another consignment or of the property of Carrier, shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof. Goods which are likely to endanger aircraft, persons or property, may be abandoned or destroyed by Carrier at any time without notice and without any liability therefore attaching to Carrier;

(e) No warranty concerning any aircraft engaged in the carriage or concerning its fitness for the carriage of the goods to which the contract relates is implied in the contract of carriage;

(f) A carrier issuing an air waybill for carriage exclusively over the lines of others does so only as a sales agent;

(g) Carrier shall not be liable in any event for any consequential or special damages arising from carriage subject to this tariff, whether or not Carrier had knowledge that such damages might be incurred.

ARTICLE 12. TIMES LIMITATIONS ON CLAIMS AND ACTIONS

(a) No action shall be maintained in the case of damage to goods unless a written notice, sufficiently describing the goods concerned, the approximate date of the damage, and the details of the claim, is presented to an office of Carrier within seven days from the date of receipt thereof, in the case of delay unless presented within fourteen days from the date the goods are placed at the disposal of the person entitled to delivery, and in the case of loss (including non-delivery) unless presented within one hundred and twenty days from the date of issue of the air waybill.

(b) Any rights to damages against Carrier shall be extinguished unless an action is brought within two years after the occurrence of the events giving rise to the claim.

Carriage by Carrier is subject to applicable laws, government regulations, demands, orders and requirements of the countries to be flown from, into or over, and to all rules, regulations and instructions of the Carrier.

No liability shall attach to Carrier if Carrier in good faith reasonably determines that what it understands to be the applicable law, government regulations, demand, order or requirements requires that it refuse and it does refuse to carry a consignment which appears to Carrier not to comply with such law, government regulation, demand, order or requirement.

ARTICLE 13. LEGAL AND ADMINISTRATIVE REQUIREMENTS

Insofar as any provision contained or referred to in the air waybill or in this tariff may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable to the extent that it is not over-ridden thereby. The invalidity of any provision shall not affect any other part.