

(3) The period of the carriage by air does not include any carriage by land, by sea or by river performed outside an aerodrome. If, however, such a carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or trans-shipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which occurred during the carriage by air.

#### ARTICLE 19.

The carrier is liable for damage resulting from any delay in the carriage by air of passengers, luggage or goods.

#### ARTICLE 20.

(1) The carrier is not liable if he proves that he and his agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.

(2) In the carriage of goods and luggage the carrier is not liable if he proves that the damage was occasioned by negligent pilotage or negligence in the handling of the aircraft or in navigation and that, in all other respects, he and his agents have taken all necessary measures to avoid the damage.

#### ARTICLE 21.

Where the carrier proves that the negligence of the person suffering damage has caused or contributed to the damage the Court may, in accordance with the provisions of its own law, exonerate the carrier or mitigate his liability.

#### ARTICLE 22.

(1) In the carriage of passengers the liability of the carrier for each passenger is limited to the sum of 125,000 francs. Where, in accordance with the law of the Court seised of the case, damages may be awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed the aforesaid maximum. Nevertheless, by special agreement with the carrier, the passenger may arrange a higher limit of liability.

(2) In the carriage of registered luggage and of goods, the liability of the carrier is limited to a sum of 250 francs per kilo-