

as for objects in general that a passenger carries with him from the moment of embarkation until landing when the passenger is in a position to prove that loss or damages may be imputed to the carrier.

However, the compensation due by the carrier for cases in which fraud and gross negligence on his part or that of his employees are not involved shall not be more than two hundred thousands liras for each passenger.<sup>11</sup>

*Art. 945.* (Liability and limits of compensation concerning consigned luggage.) The liability of the carrier in the transportation of luggage consigned to him and the corresponding limits of compensation shall be governed by the provisions related to liabilities and limits of compensation applicable for the transportation of goods.

*Art. 946.* (Loss and damage to luggage.) Loss of and damage to luggage consigned to a carrier during transport must be ascertained in a written claim within three days and damage caused by delay within fourteen days from reconsignment.

In the absence of such claim the provisions of the last paragraph of Article 954 shall apply.

*Art. 947.* (Gratuitous transportation.) The provisions of the preceding articles shall also apply to a contract for gratuitous transportation.

*Art. 948.* (Departure from liability provisions.) The provisions concerning the liability of the carrier and the limits of compensation in the transportation of passengers may not be changed in the carrier's favor.

The provisions regarding the liability of the carrier and the limits of compensation in the transportation of luggage may be changed in favor of the carrier only in domestic transportation.

*Art. 949.* (Referral to applicable rules.) The provisions of Articles 397 to 418 shall apply to the transportation by air of persons and luggage in the absence of pertinent provisions in this section.

#### SECTION II—TRANSPORTATION OF GOODS

*Art. 950.* (Form of contract.) Carriage contracts must be in writing.

*Art. 951.* (Carrier's liability.) The carrier shall be liable for loss of and damage to goods consigned to him for transportation from the time in which he receives them to the time when he delivers them to the consignee as well as for damages due to delay unless it can be proven that he or his employees took all possible and necessary measures and due care to prevent loss and damages.

The carrier shall not be liable even if it is proved that the loss, damage, or delay were caused by a slight error in piloting, guidance and navigation, or when it is proved that the loss, damage, or delay were due to any cause whatsoever during the transportation by land or sea carried outside the airdromes in the execution of a contract of carriage by air, for the loading, unloading and transit shipment, except for the application of provisions governing liability for carriage by land and sea.

<sup>11</sup> This Article was thus amended by Article 5 of the Law No. 202 of April 16, 1954.