

*Art. 74.* If the carrier proves that the damage was caused by the negligence of the complainant or that the complainant was the cause, the court may relieve the carrier from all or part of the liability.

*Art. 75.* 1. The liability of the carrier for every passenger shall be limited to 825 JDs in case passengers are transported. The carrier and passengers may agree on a special contract that provides for a higher limit than the above amount.

2. The liability of the carrier in transporting baggage, and registered freight shall be limited to 17 JDs for each kilogram unless the shipper, upon delivering the goods to the carrier, has made a special statement on the value upon delivery and paid an additional amount if necessary. In this case, the carrier shall pay upon delivery an amount not more than the value set in the statement unless it is proved that this amount is in fact higher than the real value of the goods. Regarding articles which may remain with the passenger on the aircraft, the liability of the carrier shall be limited to 325 JDs for each passenger.

*Art. 76.* The existence of a contract which relieves the carrier from liability, or fixes a maximum limit for liability which is higher than the limit mentioned in this law shall be considered unlawful and void. However, the voidance of such contract does not render unlawful and void the whole contract, which shall remain valid under this law.

*Art. 77.* 1. Damage suits may be filed only in the cases mentioned in Articles 71 and 72.

2. The preceding paragraph shall be in effect in the situations mentioned in Article 70, without thereby affecting or disturbing the rights of persons who may file a suit.

*Art. 78.* 1. The carrier shall have no right to benefit from the provisions of this law which limit his liability, in case of damage because of an intentional act or a mistake equal to such intentional act.

2. The rules of the preceding paragraph shall apply if the damage occurred because of negligence of any employee or agent of the carrier.

*Art. 79.* 1. The receipt by the addressee of baggage and freight without any protest shall be considered as a proof that the goods have been delivered to him in good condition and in accordance with the airway bill.

2. In case there is a damage, the addressee must protest to the carrier as soon as he discovers the damage, within a period of three days after receiving the baggage and within seven days after receiving freight. In case of delay, the protest must be submitted within a period of 14 days.

3. The protest must be submitted on the transportation document to a public notary or by telegram and must be sent during the period shown in the preceding paragraph.

4. If the protest is not submitted within these periods, no suit may be brought against the carrier unless there is fraud on his part.

*Art. 80.* If the person who is liable dies, then the damage suit shall be filed, according to the rules of this law, against his heirs.

*Art. 81.* The right to sue for compensation shall terminate after the passage of two years starting from the date of arrival at the destination or from the date on which the aircraft ought to have arrived, or from the date on which transportation ended.

*Art. 82.* 1. If the transportation, which ought to have been performed by several carriers successively, is subject to the definition mentioned in paragraph 3 of Article 71, every carrier who accepts