

Art. 193. Case of non-liability. Liability of the air carrier shall be avoided when he proves that he and his agents have taken all measures necessary to avoid the damage or that it had been impossible for them to do so.

Liability of the air carrier may be avoided or reduced when he proves that negligence of the injured person caused the damage or contributed to it.

Acceptance by the consignee of registered baggage or freight without objection shall constitute a presumption, until the contrary is shown, that the baggage or freight were delivered in good condition in accordance with the transportation contract.

Art. 194. Limitation of liability. Except for the provisions of Article 215, liability of the air carrier to each passenger shall be limited to two hundred and fifty thousand units fine weight; however, a higher limitation may be agreed upon between the carrier and the passenger:

Liability of the carrier in regard to baggage kept in the custody of the passengers shall be limited to five thousand units fine weight per person.

Liability of the carrier for registered baggage and freight shall be limited to two hundred and fifty units fine weight per kilogram, except when the value has been declared by the shipper.

A unit fine weight in the sense of this article and Articles 200 and 203 below, shall mean a unit consisting of sixty five and one half milligrams of gold nine hundred thousands fine. Such units may be converted into national currency in round figures, and the conversion shall be made in case of legal proceedings in accordance with the gold value of such money on the day when judgment is pronounced.

Art. 195. Nullity of clause. Except for clauses concerning damages which may result from the nature or an inherent fault of the articles shipped, all other clauses to exonerate the air carrier from liability or to establish a lower limit than that fixed by this decree shall be null and void: the nullity of such clause shall not cause nullity of the transportation contract.

Art. 196. Successive carriers. In the case where an air transport carried out by several successive carriers is deemed by contract between the parties to be a single transport, and each carrier is thus deemed a party to the contract, recourse for damages to persons may be had only against the carrier who carried out the part of the carriage during which the event which caused the damage occurred, except when the first carrier assumed by contract liability for the whole carriage, and recourse for damages to registered baggage or freight may be had, not only against the carrier who carried out the part of the carriage during which the destruction, loss of, or damage to, or delay occurred, but by the shipper against the first carrier and by the consignee against the last one, and all carriers shall be jointly liable to the shipper and the consignee.

CHAPTER II. LIABILITY OF THE OPERATOR TO THIRD PERSONS ON THE GROUND

Art. 197. Liability and reparation. The operator of any aircraft performing any air activity in Morocco or who flies over Morocco shall be liable for damages caused to persons and property of third persons on the ground by an aircraft which he uses personally or