

delay in the transportation when such delay occurs during the period elapsed from the time when the flight should have commenced in agreement with the provisions of the contract of transportation until the time when the trip is completed.

Any delay or deviation from the route agreed upon between the parties or the regular route approved by the Ministry of Aviation, which takes place in order to protect human life or for purposes of flight safety shall not be deemed a violation of the transportation contract or impose any liability on the carrier.

Article 228. The liability of a carrier for damages to passengers in case of delay shall be limited to a maximum amount of twice the price of the flight ticket, in accordance with the respective transportation contract.

Article 229. A claim for damages referred to in the preceding article must be made within thirty days from the date when the delay which gave rise to the claim occurred.

Section II—Damages to Checked Baggage and to Cargo

Article 230. The carrier shall have a duty to pay compensation for damages and detriments resulting from the loss, destruction, damage or delay of cargo or baggage checked through, when the event which caused the damages takes place during the period of transportation.

For purposes of the preceding paragraph the period of transportation shall be computed from the time when the carrier receives the cargo or checked baggage to the time of its delivery to the consignee.

Article 231. The carrier shall have a duty to pay compensation for damages and detriments occurring in cases of loss, destruction, damage or delay of hand luggage if the event which caused the damage took place during period between the time when the passenger boards the aircraft and when he disembarks, and when such aircraft is parked on any airport or other landing area, including the place of a forced or emergency landing.

Article 232. The liability provided for in Articles 230 and 231 shall also apply to damages and detriments suffered after completion of the respective periods of transportation specified in said articles if such damages resulted directly from events which occurred during one of such periods.

Article 233. The liability of the carrier in the case of loss, destruction, damage or delay of cargo or checked baggage, for purposes of compensation, shall be limited to a maximum amount representing sixteen dollars per kilogram of gross weight.

The liability of the carrier in the case of loss, destruction, damage or delay of hand luggage, shall be limited to a maximum amount of three hundred dollars total for purposes of compensation to the owner of the hand luggage.

Article 234. Notwithstanding the provisions of Article 230, the carrier shall not be liable when he proves that he and his employees have taken all possible measures to avoid the damages or that it was impossible for either of them to take such measures.

In the case of hand luggage the carrier shall merely be liable under Article 231 when the passenger proves that the damage was due to the negligence of the carrier or his employees.