

ing, the damages shall be presumed to have occurred during the period as indicated in paragraph 1, unless proved otherwise.

*Art. 135.* The carrier shall be liable for damages resulting from a delay in the transportation of passengers, registered baggage and goods.

*Art. 136.* A carrier shall not be liable if he establishes that it or its employees have taken all possible action to avoid the damage or that it was impossible for them to do so.

*Art. 137.* If the carrier proves that the person who sustained the injury was guilty of causing it its liability may be reduced or excluded according to laws in effect.

*Art. 138.* The liability of a carrier in the transportation of passengers shall be limited to 118,500 crowns per person. By a special agreement between the carrier and passenger a higher limit of liability may be established.

In the transportation of register baggage and goods the liability shall be limited to the amount of 120 crowns per kilogram weight. If, when delivering the goods to the carrier, the passenger or shipper declares a special value in connection with the delivery of goods to the place of destination and pays the fixed additional freight charge, the declared value shall be the limit of liability of the carrier, unless the carrier proves that the amount declared exceeds the true value to the passenger or shipper. When there is a loss, damage or delay in delivery of a part of registered baggage or goods or an article therein the total weight of the parcel in question shall be taken as a basis to determine the extent of liability of the carrier. If the loss, damage or delay reduces the value of other parcels which are included on the same baggage check or bill of lading, also the total weight of these parcels shall be taken into account to determine the extent of liability.

For objects retained by the passenger the limit of the liability of the carrier shall be 2400 crowns per passenger.

In court actions costs shall be allowed the plaintiff without limitation mentioned in this Article. This provision shall not apply where the judgment, exclusive of costs, does not exceed the amount offered by the carrier in writing to the plaintiff within six months after the damage occurred or prior to the commencement of an action for damages.

If the gold value of the crown changes from the value submitted to the International Monetary Fund at the time of the enactment of this law, the limit of liability fixed in this Article shall be changed as a matter of course in accordance with the new gold value. In court actions the gold value of the crown on the day when a judgment is rendered shall be effective. The King establishes the limits of liability in crowns if the gold value of the crown is changed.

*Art. 139.* Any condition exempting the carrier from liability or establishing a lower liability than provided for in Article 138 shall be invalid.

However, when in transportation of goods their loss or damage occurred as a result of the quality or defects in goods, this shall be taken into account in establishing the liability of the carrier.

*Art. 140.* Upon proof that the carrier or its employees caused the damage within the scope of their duties intentionally or by gross negligence with knowledge that damage would result, the provisions of