

of loading or unloading at any airdrome or other landing place, including places of forced or emergency landings.

*Article 171. Damage to Hand Baggage.*

The carrier must compensate the damages and detriments resulting from the loss or destruction of, or damage to articles which the passenger kept in his custody, if the act causing the damages occurred during the period elapsed between the time when the passenger boarded or registered baggage was in the custody of the carrier or the aircraft and the time when he disembarked therefrom.

*Article 172. Damage to registered Baggage and Cargo.*

The carrier must compensate the damages and detriments resulting from the loss or destruction of, or damage to cargo or registered baggage, if the act causing the damage occurred during the period in which the cargo or registered baggage was in the custody of the carrier or his agents, whether on board an aircraft, at an airport, or at any place outside an airport, in cases of landings thereon.

*Article 173. Damages for Delay.*

The carrier shall be liable for damages and detriments resulting from delay in air transportation of passengers, baggage, or cargo.

*Article 174. Exoneration from Liability.*

Notwithstanding the provisions of Articles 170, 171, 172, and 173:

1) The carrier shall not be liable if there is evidence that he or his agents took all necessary measures to avoid the damages, or that it was impossible for any of them to do so;

2) The liability of the carrier may be avoided or mitigated if he proves that the injured person caused the damage or contributed to it, or if he proves that the losses or damages arose from the nature of, or defects in the property itself.

*Article 175. Limits of Liability.*

1) The compensation which the carrier must pay shall be limited as follows:

a) For injury suffered by a passenger, the sum of eight thousand three hundred *balboas* (B/8,300.00);

b) For loss or destruction of, or damage to hand baggage, up to thirty-three *balboas* and twenty cents (B/33.20);

c) For loss or destruction of, or damage to the cargo or registered baggage, up to sixteen *balboas* and sixty cents (B/16.60) per kilogram;

2) If the cargo or registered baggage is transported according to the declared value, and the interested person has paid surcharges according to the company's rates, the limit of compensation shall correspond to the declared value.

*Article 176. Nullity of the Contract Clause.*

Any clause which tends to exonerate the carrier of liability or to fix limits lower than those established by this Law shall be null and void, but the nullity of such clause shall not cause nullity of the transportation contract, which continues subject to the provisions of this Law.