

to the transportation and occurring while on board the aircraft, in the course of boarding operations, or while the passengers are entering or leaving the aircraft.

*Article 108.* 1) The carrier shall be liable for damages resulting from the loss or damage to registered baggage and cargo, when the act causing the damage occurred during the air transportation.

2) Air transport, for the purposes of the preceding paragraph, shall be understood to be the period during which the baggage and cargo are in the care of the carrier, whether at the airport, or on board the aircraft, or at any other place in cases of landing at locations other than at airports.

3) Except for agreement to the contrary, the obligations of air carriage shall not include land, marine or river transportation carried on outside of an airdrome. Nevertheless, if in the course of a contract, land, maritime or river transportation is made in order to carry, deliver or transfer baggage or cargo, any resulting damages shall be considered as caused during the air transportation, except for proof to the contrary.

*Article 109.* The carrier shall be liable for damages arising from delays in the carriage of passengers, registered baggage or cargo.

*Article 110.* 1) In cases of transportation made successively by a number of carriers, each carrier receiving passengers, baggage or cargo, shall be subject to the provisions established herein, each being considered as a party to the transportation contract.

2) In cases of carriage of this nature, the passenger or his legal successors shall have a right of action only against the carrier which was actually engaged in transportation at the time the accident or delay occurred, unless there was special agreement that the first carrier would assume liability for the entire transportation.

3) With respect to baggage or cargo, the shipper shall have a right of action against the first carrier, and the consignee shall have the right to demand delivery from the last carrier, and either one of them may, in addition, bring an action against the carrier which was making the transportation at the time the destruction, loss, damage or delay occurred. These carriers shall be jointly liable to the shipper and the consignee.

*Article 111.* A carrier shall be exempt from liability if he proves that the damages were caused solely by the negligence of the injured person. In case of joint negligence, the liability shall be reduced in proportion to the contributory negligence proved on the part of the injured person.

*Article 112.* 1) A carrier shall be liable for misdemeanors committed by his employees in the performance of their duties.

2) A carrier shall be exempt from liability if he proves that he or his employees took all possible and foreseeable precautions to avoid the damage, or that it was impossible to take such measures.

*Article 113.* 1) In the carriage of persons, the carrier's liability with respect to each passenger shall be limited to an amount of 1,000,000 (one million) *guaranies*. Nevertheless, a higher limit may be fixed by express agreement between the carrier and the passenger.

2) In the carriage of registered baggage and cargo, the carrier's liability shall be limited to the amount of 1,000 (one thousand) *guaranies* per kilogram, unless a special declaration of value has been made