

by the passenger or shipper at the time of delivering the package to the carrier, with payment of an additional rate, if there is justification therefor. In such cases, the carrier shall pay up to the declared amount, unless there is proof that this is greater than the actual value at the time of delivery.

3) In case of loss, damage or delay of any part of the registered baggage or cargo, or of any object included therein, the total weight of the affected piece only will be taken into consideration in fixing the limit of liability of the carrier. Nevertheless, when the loss, damage or delay of any part of the registered baggage or cargo or of any object included therein, affects the value of the remaining pieces included on the same baggage check or air waybill, the total weight of such pieces shall be taken into consideration in determining the limit of liability.

4) The liability of the carrier shall be limited to an amount of 20,000 (twenty thousand) *guaranies* with respect to any objects remaining in the custody of the passenger.

*Article 114.* 1) Any clause tending to relieve the carrier of liability, or to fix a limitation less than that designated in this chapter, shall be void; but the nullity of such clauses shall not void the contract, which shall remain subject to the established provisions.

2) The provisions of the preceding paragraph shall not be applicable to the clauses referring to loss or damage resulting from the nature or defects in the transported goods themselves.

*Article 115.* The limitations mentioned in Article 113 shall not be applicable if it is proved that the damage is a result of an act or omission of the carrier or of his employees, with intention to cause the damage, or with recklessness and knowledge that it probably would cause damage; nevertheless, in the case of an act or omission of the employees, it shall be necessary to prove in addition that they were acting in the performance of their duties.

*Article 116.* 1) The receipt of baggage or cargo by the passenger or consignee without protest on their part, shall raise a presumption that the goods were delivered in good order and in accordance with the stipulations for their carriage.

2) In case of loss or damage, the passenger or consignee must present a protest immediately upon having noticed the damage and at the latest within seven days for baggage and fourteen days for cargo, computed from the date of receipt. In case of delay, the protest must be made at the latest within twenty-one days computed from the day on which the baggage or cargo was placed at the disposal of the passenger or consignee.

3) All protests must be made on the transportation document or by means of other written instrument issued within the period stipulated for such protest.

4) In the absence of a protest within the fixed periods, no action against the carrier shall be admissible, unless there has been fraud on his part.

*Article 117.* 1) If the scheduled trip is interrupted or not undertaken, the passenger shall have a right to reimbursement of the proportionate part of the cost of his passage for the incomplete part of the voyage and payment of ordinary expenses of travel and layover, from the place of landing to the nearest place from which he may continue his trip, in the first case, and refund of the ticket price in the latter case.