

*Article 80*

Contractual provisions aimed at the relieving an air carrier from liability or at establishing damages lower than those referred to in Article 79, shall be null and void. The nullity of these provisions shall not result in the nullity of the contract.

*Article 81*

The limitations with regard to the amount of damages shall not apply if the damage was caused by the air carrier intentionally or by gross negligence.

*Article 82*

1. The limitations with regard to the amount of damages provided for in Article 79 shall also apply to persons who caused the damages referred to in Articles 74 to 77 in the performance of functions entrusted to them by the air carrier.

2. In case of joint liability, joint damages payable by the air carrier and persons referred to in paragraph 1, may not exceed the ceiling provided for in Article 79.

3. The provisions of paragraph 1 and 2 shall not apply if the damage was caused by the persons referred to in paragraph 1 intentionally or by gross negligence.

*Article 83*

When the baggage or goods is accepted without reservation by the person entitled to them, it shall be presumed that they were delivered in good shape and in accordance with the transportation document.

*Article 84*

1. In air transportation performed successively by two or more carriers a passenger may make a claim only against the air carrier who performed the transportation in the course of which the accident causing the damage occurred unless the first air carrier is liable for the whole transportation according to the contract.

2. In the air transportation of baggage and goods, the shipper may make a claim against the first air carrier, the addressee authorized for acceptance against the last air carrier and both, in addition, against the air carrier who performed the transportation in the course of which the accident causing the damage occurred. The first and the last air carrier and the carrier who performed the transportation shall be jointly liable.

3. When an air carrier who makes transportation contract, partially or totally entrusts the performance of this transportation to another carrier, the rights and the duties of the actual carrier in the scope of the transportation performed by him shall be the same as the rights and duties of the contractual carrier provided for in the air law.

*Article 85*

When the air transportation contracted for is not performed in whole or in part, the air carrier, irrespective of his liability for damages referred to in Articles 74 to 77, shall be obliged to refund the cost of the incomplete transportation or to perform other services for the injured person provided for in the regulations concerning air transportation.