

visions of the Convention as to the limits of liability by the carrier for loss of, or damage to the goods.

Article 9. The carrier may not avail itself of the provisions of Article 22, second paragraph, on the limitation of liability, if the goods are loaded on the aircraft with the consent of the carrier without executing a bill of lading, or if the bill of lading does not contain the notice pursuant to Article 8(c).

Article 10. The shipper shall be liable to the carrier, or to any other person to whom the carrier is liable, for damages sustained as a result of the shipper's declaration concerning goods in the bill of lading, when the declaration does not conform to the regulations, or in general, is incorrect or incomplete.

Article 11. Unless otherwise established, the bill of lading shall be evidence of the transportation contract, of receipt of the goods, and of the terms of transportation.

The statement of the bill of lading with respect to weight, dimensions, packaging and number of articles shall be used as evidence. Other statements in the bill of lading with respect to quantity and cubic content, as well as statement on the condition of the goods may not be used as evidence against the carrier, unless the carrier has examined the correctness of the statement in the presence of the shipper and has made a notation thereof on the bill of lading, or if the statement refers to the visible condition of the goods.

The Right of Disposal and Delivery of Goods

Article 12. If the shipper fulfills his responsibility pursuant to the transportation contract he shall have the right to dispose of the goods, when it does not cause damage to the carrier or other shippers; he may take them back at the place of departure or destination, or stop the transportation at the place of landing en route, or demand delivery of the goods at the place of destination or landing en route to a consignee other than that indicated in the bill of lading, or demand return of the goods to the place of departure. The shipper must pay the necessary expenses which accrue from such action. The carrier must immediately inform the shipper if the orders of the shipper cannot be fulfilled.

If the carrier executes the orders of the shipper without demanding a copy of the bill of lading, the carrier shall be liable for any damage which might result to the true holder of the bill of lading, however, with a right of recourse against the shipper.

The rights of the shipper shall terminate when the consignee assumes his rights according to Article 13. If the consignee refuses to accept the bill of lading or the goods, or if he cannot be reached, the right to dispose of the goods shall revert to the shipper.

Article 13. When the goods have arrived at the place of destination, the consignee may demand, except under the conditions indicated in Article 12, that the carrier deliver the bill of lading and the goods to him on payment of the amount owed and fulfillment of other conditions in accordance with the terms of the bill of lading.

Unless otherwise agreed, the carrier shall immediately inform the consignee when the goods have arrived.