

Article 14. If the carrier gives notice that the goods are lost, or if the goods do not arrive within seven days after the day they should have arrived, the consignee may bring an action on his rights against the carrier in accordance with the transportation contract.

Article 15. A reservation which contains exceptions from the provisions of Articles 12, 13, and 14, shall be invalid unless the exceptions are included in the bill of lading.

Article 16. The shipper shall furnish information and attach to the bill of lading documents required by customs, excise and police regulations which must be fulfilled prior to delivery of goods to the consignee. The shipper shall be liable to the carrier for damages which might result from the lack of such information or documents, or if they are incorrect or incomplete, unless the carrier or his agents are guilty of errors or negligence.

The carrier shall not be obliged to check whether the information furnished or the documents attached are correct and complete.

Liability of a Carrier

Article 17. Unless otherwise provided for in this Chapter, the carrier shall be liable for personal injury of passengers resulting from an accident on board an aircraft, or while enplaning or leaving the aircraft. The damages shall be determined according to principles of the criminal law.

Article 18. With the exceptions provided for in this Chapter, a carrier shall be liable for loss and decrease of, or damage to registered baggage or goods as a result of an accident occurring while such baggage or goods were under its care whether at an airdrome, on board an aircraft, or during an emergency landing outside the airdrome.

If, according to the transportation contract, the transportation is also performed on land or water areas outside the airdrome with loading, delivery or re-loading, the damage to baggage and goods shall be considered as having occurred during the period mentioned in paragraph 1, unless the carrier submits evidence to the contrary.

Article 19. Unless otherwise provided for in this Chapter, the carrier shall be liable for damages resulting from a delay in the transportation of passengers, registered baggage or goods.

Article 20. A carrier shall not be liable if it establishes that it or its employees have taken all possible action to avoid the damage or that it was impossible for them to do so.

Article 21. If the carrier proves that the person who sustained the injury himself was guilty of causing it, its liability shall be adjusted as is considered reasonable.

Article 22. The liability of a carrier in the transportation of passengers shall be limited to 85,800 crowns per person; and when the compensation is paid in the form of annuities the liability of the carrier may not exceed this limit. By special agreement between carrier and passenger a higher limit of liability may be established.

In the transportation of registered baggage or goods there shall be a limit on liability to the amount of 86 crowns per kilogram weight. If on delivery of baggage or goods to the carrier the passenger or shipper declares a special value connected with the transportation, and he has paid the specified additional freight charge, the declared