

or where the cargo cannot be delivered to him, the right of disposal of the cargo shall revert to the shipper.

When loss of the cargo is admitted by the carrier or when the cargo has not arrived after the expiration of a period of seven days from the day on which it was expected to arrive, the consignee shall have the right to demand compensation for loss of the cargo.

All reservations changing the conditions indicated in this section must be recorded in the bill of lading.

The provisions of this section shall not affect the relationship of the shipper and the consignee, or the relationship of third persons whose rights derive from the shipper or the consignee.

*Section 126.* The shipper shall furnish data and attach to the bill of lading all documents required by customs or other formalities, prior to the delivery of the cargo to the consignee. The shipper shall be liable to the carrier for all damages which may result due to the lack, incompleteness or incorrectness of these data or documents, except when the fault is that of the carrier.

The carrier shall have no obligation to check these data or documents with regard to their accuracy or completeness.

*Section 127.* The carrier shall be liable for damages arising from the death of, or bodily injury to a passenger, when the accident causing the damages occurred aboard an aircraft or during take-off or landing operations, as well as for direct damages caused by delay in the air carriage of passengers.

*Section 128.* The carrier shall be liable for damages arising from the destruction, loss of, or damage to cargo or luggage registered by the passenger, if the event causing the damages occurred during the time when the luggage or cargo was in the safekeeping of the carrier, regardless of whether it took place on the ground or aboard an aircraft. The carrier shall also be responsible for damages which are the direct result of air carriage of luggage and cargo.

*Section 129.* The carrier shall be relieved from the liability imposed in Sections 127 and 128 of this Code when he proves that he or persons authorized by him have taken all necessary measures to avoid damages, or that it was impossible to take such measures.

When the carrier proves that the fault of the person who suffered the damages was the cause of the damages or contributed thereto, the court may relieve the carrier from liability or limit this liability.

*Section 130.* In case of passenger transportation the liability of the carrier for damages with respect to each passenger shall be limited to the amount stipulated in international agreements concerning liability for air transportation to which the U.S.S.R. is a party. The compensation may be awarded in the form of periodic payments but the capitalized total amount of these payments may not exceed the above mentioned amount.

*Section 131.* In case of carriage of cargo and registered luggage the liability of the carrier for each kilogram of cargo or luggage shall be limited to the amount established by international agreements concerning liability for air transportation to which the U.S.S.R. is a party, when the shipper delivers the cargo or luggage to the shipper with value declared. In this case liability shall be determined by the amount of the declared value, unless the carrier proves that it exceeds actual damages.