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Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 28)
May 1999)
Description: This Convention for the Unification of Certain Rules for International Carriage by Air,
               applies to all international carriage of persons, baggage or cargo performed by
               aircraft for reward.
                                                              THE STATES PARTIES TO THIS CONVENTION
                                                              RECOGNIZING the significant contribution of the Convention for the Unification of Certain
                                                             Rules relating to International Carriage by Air signed in Warsaw on 12 October 1929,
                                                              hereinafter referred to as the "Warsaw Convention", and other related instruments to the
                                                             harmonization of private international air law
                                                              RECOGNIZING the need to modernize and consolidate the Warsaw Convention and related
                                                              instruments
                                                              RECOGNIZING the importance of ensuring protection of the interests of consumers in
                                                             international carriage by air and the need for equitable compensation based on the principle of
                                                              restitution
                                                              REAFFIRMING the desirability of an orderly development of international air transport
                                                              operations and the smooth flow of passengers, baggage and cargo in accordance with the
                                                              principles and objectives of the Convention on International Civil Aviation, done at Chicago on
                                                             7 December 1944
                                                              CONVINCED that collective State action for further harmonization and codification of certain
                                                              rules governing international carriage by air through a new Convention is the most adequate
                                                             means of achieving an equitable balance of interests
                                                              HAVE AGREED AS FOLLOWS:
                                                              Chapter 1 - General Provisions
                                                             Article 1 - Scope of application
                                                             1. This Convention applies to all international carriage of persons, baggage or cargo
                                                              performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed
                                                              by an air transport undertaking.
                                                             2. For the purposes of this Convention, the expression "international carriage" means any
                                                              carriage in which, according to the agreement between the parties, the place of departure and
                                                             the place of destination, whether or not there be a break in the carriage or a transhipment, are
                                                             situated either within the territories of two States Parties, or within the territory of a single
                                                              State Party if there is an agreed stopping place within the territory of another State, even if
                                                              that State is not a State Party. Carriage between two points within the territory of a single
                                                             State Party without an agreed stopping place within the territory of another State is not
                                                              international carriage for the purposes of this Convention.
                                                             3. Carriage to be performed by several successive carriers is deemed, for the purposes of this
                                                              Convention, to be one undivided carriage if it has been regarded by the parties as a single
                                                             operation, whether it had been agreed upon under the form of a single contract or of a series
                                                             of contracts, and it does not lose its international character merely because one contract or a
                                                             series of contracts is to be performed entirely within the territory of the same State.
                                                              4. This Convention applies also to carriage as set out in Chapter V, subject to the terms
                                                              contained therein.
                                                              Article 2 - Carriage performed by State and carriage of postal items
                                                              1. This Convention applies to carriage performed by the State or by legally constituted public
                                                              bodies provided it falls within the conditions laid down in Article 1.
                                                             2. In the carriage of postal items, the carrier shall be liable only to the relevant postal
                                                             administration in accordance with the rules applicable to the relationship between the carriers
                                                              and the postal administrations.
                                                             3. Except as provided in paragraph 2 of this Article, the provisions of this Convention shall not
                                                              apply to the carriage of postal items.
                                                              Chapter II - Documentation and Duties of the Parties Relating to the Carriage of Passengers,
                                                              Baggage and Cargo
                                                              Article 3 - Passengers and baggage
                                                              1. In respect of carriage of passengers, an individual or collective document of carriage shall
                                                              be delivered containing:
                                                              (a) an indication of the places of departure and destination
                                                              (b) if the places of departure and destination are within the territory of a single State Party,
                                                             one or more agreed stopping places being within the territory of another State, an indication of
                                                             at least one such stopping place.
                                                             2. Any other means which preserves the information indicated in paragraph 1 may be
                                                             substituted for the delivery of the document referred to in that paragraph. If any such other
                                                             means is used, the carrier shall offer to deliver to the passenger a written statement of the
                                                             information so preserved.
                                                             3. The carrier shall deliver to the passenger a baggage identification tag for each piece of
                                                              checked baggage.
                                                             4. The passenger shall be given written notice to the effect that where this Convention is
                                                              applicable it governs and may limit the liability of carriers in respect of death or injury and for
                                                              destruction or loss of, or damage to, baggage, and for delay.
                                                              5. Non-compliance with the provisions of the foregoing paragraphs shall not affect the
                                                              existence or the validity of the contract of carriage, which shall, nonetheless, be subject to the
                                                             rules of this Convention including those relating to limitation of liability.
                                                             Article 4 - Cargo
                                                              1. In respect of the carriage of cargo, an air waybill shall be delivered.
                                                             2. Any other means which preserves a record of the carriage to be performed may be
                                                             substituted for the delivery of an air waybill. If such other means are used, the carrier shall, if
                                                              so requested by the consignor, deliver to the consignor a cargo receipt permitting identification
                                                             of the consignment and access to the information contained in the record preserved by such
                                                             other means.
                                                             Article 5 - Contents of air waybill or cargo receipt
                                                              The air waybill or the cargo receipt shall include:
                                                              (a) an indication of the places of departure and destination
                                                              (b) if the places of departure and destination are within the territory of a single State Party,
                                                             one or more agreed stopping places being within the territory of another State, an indication of
                                                             at least one such stopping place
                                                              (c) an indication of the weight of the consignment.
                                                             Article 6 - Document relating to the nature of the cargo
                                                             The consignor may be required, if necessary, to meet the formalities of customs, police and
                                                              similar public authorities to deliver a document indicating the nature of the cargo. This
                                                              provision creates for the carrier no duty, obligation or liability resulting therefrom.
                                                              Article 7 - Description of air waybill
                                                              1. The air waybill shall be made out by the consignor in three original parts.
                                                             2. The first part shall be marked "for the carrier"
                                                             3. The signature of the carrier and that of the consignor may be printed or stamped.
                                                              4. If, at the request of the consignor, the carrier makes out the air waybill, the carrier shall be
                                                              deemed, subject to proof to the contrary, to have done so on behalf of the consignor.
                                                              Article 8 - Documentation for multiple packages
                                                              When there is more than one package:
                                                              (a) the carrier of cargo has the right to require the consignor to make out separate air waybills
                                                              (b) the consignor has the right to require the carrier to deliver separate cargo receipts when
                                                              the other means referred to in paragraph 2 of Article 4 are used.
                                                              Article 9 - Non-compliance with documentary requirements
                                                              Non-compliance with the provisions of Articles 4 to 8 shall not affect the existence or the
                                                              validity of the contract of carriage, which shall, nonetheless, be subject to the rules of this
                                                              Convention including those relating to limitation of liability.
                                                             Article 10 - Responsibility for particulars of documentation
                                                             1. The consignor is responsible for the correctness of the particulars and statements relating
                                                              to the cargo inserted by it or on its behalf in the air waybill or furnished by it or on its behalf to
                                                             the carrier for insertion in the cargo receipt or for insertion in the record preserved by the other
                                                              means referred to in paragraph 2 of Article 4. The foregoing shall also apply where the person
                                                              acting on behalf of the consignor is also the agent of the carrier.
                                                              2. The consignor shall indemnify the carrier against all damage suffered by it, or by any other
                                                              person to whom the carrier is liable, by reason of the irregularity, incorrectness or
                                                              incompleteness of the particulars and statements furnished by the consignor or on its behalf.
                                                             3. Subject to the provisions of paragraphs 1 and 2 of this Article, the carrier shall indemnify
                                                             the consignor against all damage suffered by it, or by any other person to whom the consignor
                                                             is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and
                                                             statements inserted by the carrier or on its behalf in the cargo receipt or in the record
                                                             preserved by the other means referred to in paragraph 2 of Article 4.
                                                             Article 11 - Evidentiary value of documentation
                                                             1. The air waybill or the cargo receipt is prima facie evidence of the conclusion of the contract,
                                                             of the acceptance of the cargo and of the conditions of carriage mentioned therein.
                                                             2. Any statements in the air waybill or the cargo receipt relating to the weight, dimensions and
                                                              packing of the cargo, as well as those relating to the number of packages, are prima facie
                                                             evidence of the facts stated
                                                              Article 12 - Right of disposition of cargo
                                                              1. Subject to its liability to carry out all its obligations under the contract of carriage, the
                                                             consignor has the right to dispose of the cargo by withdrawing it at the airport of departure or
                                                              destination, or by stopping it in the course of the journey on any landing, or by calling for it to
                                                             be delivered at the place of destination or in the course of the journey to a person other than
                                                             the consignee originally designated, or by requiring it to be returned to the airport of
                                                             departure. The consignor must not exercise this right of disposition in such a way as to
                                                              prejudice the carrier or other consignors and must reimburse any expenses occasioned by the
                                                             exercise of this right.
                                                             2. If it is impossible to carry out the instructions of the consignor, the carrier must so inform the
                                                             consignor forthwith.
                                                             3. If the carrier carries out the instructions of the consignor for the disposition of the cargo
                                                              without requiring the production of the part of the air waybill or the cargo receipt delivered to
                                                             the latter, the carrier will be liable, without prejudice to its right of recovery from the consignor,
                                                             for any damage which may be caused thereby to any person who is lawfully in possession of
                                                              that part of the air waybill or the cargo receipt.
                                                             4. The right conferred on the consignor ceases at the moment when that of the consignee
                                                              begins in accordance with Article 13. Nevertheless, if the consignee declines to accept the
                                                             cargo, or cannot be communicated with, the consignor resumes its right of disposition.
                                                             Article 13 - Delivery of the cargo
                                                             1. Except when the consignor has exercised its right under Article 12, the consignee is
                                                             entitled, on arrival of the cargo at the place of destination, to require the carrier to deliver the
                                                              cargo to it, on payment of the charges due and on complying with the conditions of carriage.
                                                             2. Unless it is otherwise agreed, it is the duty of the carrier to give notice to the consignee as
                                                              soon as the cargo arrives.
                                                             3. If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of
                                                             seven days after the date on which it ought to have arrived, the consignee is entitled to
                                                              enforce against the carrier the rights which flow from the contract of carriage.
                                                              Article 14 - Enforcement of the rights of consignor and consignee
                                                              The consignor and the consignee can respectively enforce all the rights given to them by
                                                              Articles 12 and 13, each in its own name, whether it is acting in its own interest or in the
                                                             interest of another, provided that it carries out the obligations imposed by the contract of
                                                             carriage.
                                                             Article 15 - Relations of consignor and consignee or mutual relations of third parties
                                                             1. Articles 12, 13 and 14 do not affect either the relations of the consignor and the consignee
                                                             with each other or the mutual relations of third parties whose rights are derived either from the
                                                              consignor or from the consignee.
                                                             2. The provisions of Articles 12, 13 and 14 can only be varied by express provision in the air
                                                              waybill or the cargo receipt.
                                                              Article 16 - Formalities of customs, police or other public authorities
                                                              1. The consignor must furnish such information and such documents as are necessary to
                                                              meet the formalities of customs, police and any other public authorities before the cargo can
                                                              be delivered to the consignee. The consignor is liable to the carrier for any damage
                                                              occasioned by the absence, insufficiency or irregularity of any such information or documents,
                                                              unless the damage is due to the fault of the carrier, its servants or agents.
                                                             2. The carrier is under no obligation to enquire into the correctness or sufficiency of such
                                                              information or documents.
                                                              Chapter III - Liability of the Carrier and Extent of Compensation for Damage
                                                              Article 17 - Death and injury of passengers - damage to baggage
                                                              1. The carrier is liable for damage sustained in case of death or bodily injury of a passenger
                                                              upon condition only that the accident which caused the death or injury took place on board the
                                                             aircraft or in the course of any of the operations of embarking or disembarking.
                                                             2. The carrier liable for damage sustained in case of destruction or loss of, or of damage to,
                                                              checked baggage upon condition only that the event which caused the destruction, loss or
                                                              damage took place on board the aircraft or during any period within which the checked
                                                              baggage was in the charge of the carrier. However, the carrier is not liable if and to the extent
                                                             that the damage resulted from the inherent defect, quality or vice of the baggage. In the case
                                                             of unchecked baggage, including personal items, the carrier is liable if the damage resulted
                                                             from its fault or that of its servants or agents.
                                                             3. If the carrier admits the loss of the checked baggage, or if the checked baggage has not
                                                             arrived at the expiration of twenty-one days after the date on which it ought to have arrived,
                                                             the passenger is entitled to enforce against the carrier the rights which flow from the contract
                                                             of carriage.
                                                             4. Unless otherwise specified, in this Convention the term "baggage" means both checked
                                                              baggage and unchecked baggage.
                                                              Article 18 - Damage to cargo
                                                             1. The carrier is liable for damage sustained in the event of the destruction or loss of or
                                                              damage to, cargo upon condition only that the event which caused the damage so sustained
                                                              took place during the carriage by air.
                                                             2. However, the carrier is not liable if and to the extent it proves that the destruction, or loss of,
                                                             or damage to, the cargo resulted from one or more of the following:
                                                              (a) inherent defect, quality or vice of that cargo
                                                              (b) defective packing of that cargo performed by a person other than the carrier or its servants
                                                              or agents
                                                              (c) an act of war or an armed conflict
                                                              (d) an act of public authority carried out in connection with the entry, exit or transit of the
                                                              cargo.
                                                             3. The carriage by air within the meaning of paragraph 1 of this Article comprises the period
                                                              during which the cargo is in the charge of the carrier.
                                                             4. The period of the carriage by air does not extend to any carriage by land, by sea or by
                                                             inland waterway performed outside an airport. If, however, such carriage takes place in the
                                                              performance of a contract for carriage by air, for the purpose of loading, delivery or
                                                             transhipment, any damage is presumed, subject to proof to the contrary, to have been the
                                                              result of an event which took place during the carriage by air. If a carrier, without the consent
                                                             of the consignor, substitutes carriage by another mode of transport for the whole or part of a
                                                             carriage intended by the agreement between the parties to be carriage by air, such carriage
                                                             by another mode of transport is deemed to be within the period of carriage by air.
                                                             Article 19 - Delay
                                                              The carrier is liable for damage occasioned by delay in the carriage by air of passengers,
                                                              baggage or cargo. Nevertheless, the carrier shall not be liable for damage occasioned by
                                                              delay if it proves that it and its servants and agents took all measures that could reasonably
                                                              be required to avoid the damage or that it was impossible for it or them to take such
                                                              measures.
                                                              Article 20 - Exoneration
                                                             If the carrier proves that the damage was caused or contributed to by the negligence or other
                                                              wrongful act or omission of the person claiming compensation, or the person from whom he or
                                                              she derives his or her rights, the carrier shall be wholly or partly exonerated from its liability to
                                                             the claimant to the extent that such negligence or wrongful act or omission caused or
                                                              contributed to the damage. When by reason of death or injury of a passenger compensation is
                                                              claimed by a person other than the passenger, the carrier shall likewise be wholly or partly
                                                              exonerated from its liability to the extent that it proves that the damage was caused or
                                                              contributed to by the negligence or other wrongful act or omission of that passenger. This
                                                             Article applies to all the liability provisions in this Convention, including paragraph 1 of Article
                                                              Article 21 - Compensation in case of death or injury of passengers
                                                              1. For damages arising under paragraph 1 of Article 17 not exceeding 100,000 Special
                                                              Drawing Rights for each passenger, the carrier shall not be able to exclude or limit its liability
                                                             2. The carrier shall not be liable for damages arising under paragraph 1 of Article 17 to the
                                                              extent that they exceed for each passenger 100,000 Special Drawing Rights if the carrier
                                                              proves that:
                                                              (a) such damage was not due to the negligence or other wrongful act or omission of the
                                                              carrier or its servants or agents
                                                              (b) such damage was solely due to the negligence or other wrongful act or omission of a third
                                                              party.
                                                             Article 22 - Limits of liability in relation to delay, baggage and cargo
                                                             1. In the case of damage caused by delay as specified in Article 19 in the carriage of persons,
                                                              the liability of the carrier for each passenger is limited to 4,150 Special Drawing Rights.
                                                             2. In the carriage of baggage, the liability of the carrier in the case of destruction, loss,
                                                              damage or delay is limited to 1,000 Special Drawing Rights for each passenger unless the
                                                              passenger has made, at the time when the checked baggage was handed over to the carrier,
                                                              a special declaration of interest in delivery at destination and has paid a supplementary sum if
                                                             the case so requires. In that case the carrier will be liable to pay a sum not exceeding the
                                                              declared sum, unless it proves that the sum is greater than the passenger's actual interest in
                                                              delivery at destination.
                                                              3. In the carriage of cargo, the liability of the carrier in the case of destruction, loss, damage or
                                                              delay is limited to a sum of 17 Special Drawing Rights per kilogram, unless the consignor has
                                                             made, at the time when the package was handed over to the carrier, a special declaration of
                                                              interest in delivery at destination and has paid a supplementary sum if the case so requires. In
                                                             that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it
                                                              proves that the sum is greater than the consignor's actual interest in delivery at destination.
                                                             4. In the case of destruction, loss, damage or delay of part of the cargo, or of any object
                                                              contained therein, the weight to be taken into consideration in determining the amount to
                                                             which the carrier's liability is limited shall be only the total weight of the package or packages
                                                              concerned. Nevertheless, when the destruction, loss, damage or delay of a part of the cargo,
                                                              or of an object contained therein, affects the value of other packages covered by the same air
                                                              waybill, or the same receipt or, if they were not issued, by the same record preserved by the
                                                              other means referred to in paragraph 2 of Article 4, the total weight of such package or
                                                              packages shall also be taken into consideration in determining the limit of liability.
                                                              5. The foregoing provisions of paragraphs 1 and 2 of this Article shall not apply if it is proved
                                                             that the damage resulted from an act or omission of the carrier, its servants or agents, done
                                                              with intent to cause damage or recklessly and with knowledge that damage would probably
                                                              result
                                                             6. The limits prescribed in Article 21 and in this Article shall not prevent the court from
                                                             awarding, in accordance with its own law, in addition, the whole or part of the court costs and
                                                             of the other expenses of the litigation incurred by the plaintiff, including interest. The foregoing
                                                              provision shall not apply if the amount of the damages awarded, excluding court costs and
                                                             other expenses of the litigation, does not exceed the sum which the carrier has offered in
                                                              writing to the plaintiff within a period of six months from the date of the occurrence causing the
                                                              damage, or before the commencement of the action, if that is later.
                                                             Article 23 - Conversion of monetary units
                                                             1. The sums mentioned in terms of Special Drawing Right in this Convention shall be deemed
                                                              to refer to the Special Drawing Right as defined by the International Monetary Fund.
                                                              Conversion of the sums into national currencies shall, in case of judicial proceedings, be
                                                             made according to the value of such currencies in terms of the Special Drawing Right at the
                                                              date of the judgement. The value of a national currency, in terms of the Special Drawing
                                                              Right, of a State Party which is a Member of the International Monetary Fund, shall be
                                                             calculated in accordance with the method of valuation applied by the International Monetary
                                                              Fund, in effect at the date of the judgement, for its operations and transactions. The value of a
                                                              national currency, in terms of the Special Drawing Right, of a State Party which is not a
                                                              Member of the International Monetary Fund, shall be calculated in a manner determined by
                                                             that State.
                                                             2. Nevertheless, those States which are not Members of the International Monetary Fund and
                                                              whose law does not permit the application of the provisions of paragraph 1 of this Article may,
                                                             at the time of ratification or accession or at any time thereafter, declare that the limit of liability
                                                              of the carrier prescribed in Article 21 is fixed at a sum of 1,500,000 monetary units per
                                                              passenger in judicial proceedings in their territories
                                                              3. The calculation mentioned in the last sentence of paragraph I of this Article and the
                                                              conversion method mentioned in paragraph 2 of this Article shall be made in such manner as
                                                              to express in the national currency of the State Party as far as possible the same real value
                                                             for the amounts in Articles 21 and 22 as would result from the application of the first three
                                                             sentences of paragraph 1 of this Article. States Parties shall communicate to the depositary
                                                             the manner of calculation pursuant to paragraph 1 of this Article, or the result of the
                                                             conversion in paragraph 2 of this Article as the case may be, when depositing an instrument
                                                             of ratification, acceptance, approval of or accession to this Convention and whenever there is
                                                             a change in either.
                                                              Article 24 - Review of limits
                                                             1. Without prejudice to the provisions of Article 25 of this Convention and subject to paragraph
                                                             2 below, the limits of liability prescribed in Articles 21, 22 and 23 shall be reviewed by the
                                                              Depositary at five-year intervals, the first such review to take place at the end of the fifth year
                                                             following the date of entry into force of this Convention, or if the Convention does not enter
                                                              into force within five years of the date it is first open for signature, within the first year of its
                                                             entry into force, by reference to an inflation factor which corresponds to the accumulated rate
                                                             of inflation since the previous revision or in the first instance since the date of entry into force
                                                              of the Convention. The measure of the rate of inflation to be used in determining the inflation
                                                             factor shall be the weighted average of the annual rates of increase or decrease in the
                                                              Consumer Price Indices of the States whose currencies comprise the Special Drawing Right
                                                              mentioned in paragraph 1 of Article 23.
                                                             2. If the review referred to in the preceding paragraph concludes that the inflation factor has
                                                             exceeded 10 percent, the Depositary shall notify States Parties of a revision of the limits of
                                                              liability. Any such revision shall become effective six months after its notification to the States
                                                              Parties. If within three months after its notification to the States Parties a majority of the States
                                                              Parties register their disapproval, the revision shall not become effective and the Depositary
                                                              shall refer the matter to a meeting of the States Parties. The Depositary shall immediately
                                                              notify all States Parties of the coming into force of any revision.
                                                              3. Notwithstanding paragraph 1 of this Article, the procedure referred to in paragraph 2 of this
                                                             Article shall be applied at any time provided that one-third of the States Parties express a
                                                              desire to that effect and upon condition that the inflation factor referred to in paragraph 1 has
                                                              exceeded 30 percent since the previous revision or since the date of entry into force of this
                                                              Convention if there has been no previous revision. Subsequent reviews using the procedure
                                                              described in paragraph 1 of this Article will take place at five-year intervals starting at the end
                                                             of the fifth year following the date of the reviews under the present paragraph.
                                                             Article 25 - Stipulation on limits
                                                             A carrier may stipulate that the contract of carriage shall be subject to higher limits of liability
                                                             than those provided for in this Convention or to no limits of liability whatsoever.
                                                             Article 26 - Invalidity of contractual provisions
                                                             Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is
                                                              laid down in this Convention shall be null and void, but the nullity of any such provision does
                                                             not involve the nullity of the whole contract, which shall remain subject to the provisions of this
                                                              Convention.
                                                             Article 27 - Freedom to contract
                                                              Nothing contained in this Convention shall prevent the carrier from refusing to enter into any
                                                              contract of carriage, from waiving any defences available under the Convention, or from laying
                                                              down conditions which do not conflict with the provisions of this Convention.
                                                              Article 28 - Advance payments
                                                             In the case of aircraft accidents resulting in death or injury of passengers, the carrier shall, if
                                                              required by its national law, make advance payments without delay to a natural person or
                                                              persons who are entitled to claim compensation in order to meet the immediate economic
                                                              needs of such persons. Such advance payments shall not constitute a recognition of liability
                                                              and may be offset against any amounts subsequently paid as damages by the carrier.
                                                              Article 29 - Basis of claims
                                                             In the carriage of passengers, baggage and cargo, any action for damages, however founded,
                                                              whether under this Convention or in contract or in tort or otherwise, can only be brought
                                                             subject to the conditions and such limits of liability as are set out in this Convention without
                                                              prejudice to the question as to who are the persons who have the right to bring suit and what
                                                              are their respective rights. In any such action, punitive, exemplary or any other non-
                                                              compensatory damages shall not be recoverable.
                                                              Article 30 - Servants, agents - aggregation of claims
                                                              1. If an action is brought against a servant or agent of the carrier arising out of damage to
                                                              which the Convention relates, such servant or agent, if they prove that they acted within the
                                                              scope of their employment, shall be entitled to avail themselves of the conditions and limits of
                                                              liability which the carrier itself is entitled to invoke under this Convention.
                                                             2. The aggregate of the amounts recoverable from the carrier, its servants and agents, in that
                                                              case, shall not exceed the said limits.
                                                             3. Save in respect of the carriage of cargo, the provisions of paragraphs 1 and 2 of this Article
                                                             shall not apply if it is proved that the damage resulted from an act or omission of the servant
                                                             or agent done with intent to cause damage or recklessly and with knowledge that damage
                                                              would probably result.
                                                              Article 31 - Timely notice of complaints
                                                              1. Receipt by the person entitled to delivery of checked baggage or cargo without complaint is
                                                              prima facie evidence that the same has been delivered in good condition and in accordance
                                                              with the document of carriage or with the record preserved by the other means referred to in
                                                              paragraph 2 of Article 3 and paragraph 2 of Article 4.
                                                             2. In the case of damage, the person entitled to delivery must complain to the carrier forthwith
                                                             after the discovery of the damage, and, at the latest, within seven days from the date of
                                                              receipt in the case of checked baggage and fourteen days from the date of receipt in the case
                                                              of cargo. In the case of delay, the complaint must be made at the latest within twenty-one
                                                              days from the date on which the baggage or cargo have been placed at his or her disposal.
                                                             3. Every complaint must be made in writing and given or dispatched within the times
                                                              aforesaid.
                                                             4. If no complaint is made within the times aforesaid, no action shall lie against the carrier,
                                                             save in the case of fraud on its part.
                                                             Article 32 - Death of person liable
                                                             In the case of the death of the person liable, an action for damages lies in accordance with the
                                                              terms of this Convention against those legally representing his or her estate.
                                                             Article 33 - Jurisdiction
                                                             1. An action for damages must be brought, at the option of the plaintiff, in the territory of one
                                                             of the States Parties, either before the court of the domicile of the carrier or of its principal
                                                              place of business, or where it has a place of business through which the contract has been
                                                              made or before the court at the place of destination.
                                                             2. In respect of damage resulting from the death or injury of a passenger, an action may be
                                                             brought before one of the courts mentioned in paragraph 1 of this Article, or in the territory of
                                                             a State Party in which at the time of the accident the passenger has his or her principal and
                                                              permanent residence and to or from which the carrier operates services for the carriage of
                                                              passengers by air, either on its own aircraft or on another carrier's aircraft pursuant to a
                                                             commercial agreement, and in which that carrier conducts its business of carriage of
                                                              passengers by air from premises leased or owned by the carrier itself or by another carrier
                                                              with which it has a commercial agreement.
                                                             3. For the purposes of paragraph 2,
                                                              (a) "commercial agreement" means an agreement, other than an agency agreement, made
                                                              between carriers and relating to the provision of their joint services for carriage of passengers
                                                              by air
                                                              (b) "principal and permanent residence" means the one fixed and permanent abode of the
                                                              passenger at the time of the accident. The nationality of the passenger shall not be the
                                                              determining factor in this regard.
                                                             4. Questions of procedure shall be governed by the law of the court seized of the case.
                                                              Article 34 - Arbitration
                                                              1. Subject to the provisions of this Article, the parties to the contract of carriage for cargo may
                                                              stipulate that any dispute relating to the liability of the carrier under this Convention shall be
                                                             settled by arbitration. Such agreement shall be in writing.
                                                             2. The arbitration proceedings shall, at the option of the claimant, take place within one of the
                                                             jurisdictions referred to in Article 33.
                                                             3. The arbitrator or arbitration tribunal shall apply the provisions of this Convention.
                                                              4. The provisions of paragraphs 2 and 3 of this Article shall be deemed to be part of every
                                                             arbitration clause or agreement, and any term of such clause or agreement which is
                                                              inconsistent therewith shall be null and void.
                                                             Article 35 - Limitation of actions
                                                              1. The right to damages shall be extinguished if an action is not brought within a period of two
                                                              years, reckoned from the date of arrival at the destination, or from the date on which the
                                                              aircraft ought to have arrived, or from the date on which the carriage stopped.
                                                             2. The method of calculating that period shall be determined by the law of the court seized of
                                                             the case.
                                                             Article 36 - Successive carriage
                                                              1. In the case of carriage to be performed by various successive carriers and falling within the
                                                             definition set out in paragraph 3 of Article 1, each carrier which accepts passengers, baggage
                                                             or cargo is subject to the rules set out in this Convention and is deemed to be one of the
                                                              parties to the contract of carriage in so far as the contract deals with that part of the carriage
                                                              which is performed under its supervision.
                                                              2. In the case of carriage of this nature, the passenger or any person entitled to compensation
                                                              in respect of him or her can take action only against the carrier which performed the carriage
                                                              during which the accident or the delay occurred, save in the case where, by express
                                                              agreement, the first carrier has assumed liability for the whole journey.
                                                             3. As regards baggage or cargo, the passenger or consignor will have a right of action against
                                                             the first carrier, and the passenger or consignee who is entitled to delivery will have a right of
                                                              action against the last carrier, and further, each may take action against the carrier which
                                                              performed the carriage during which the destruction, loss, damage or delay took place. These
                                                              carriers will be jointly and severally liable to the passenger or to the consignor or consignee.
                                                             Article 37 - Right of recourse against third parties
                                                              Nothing in this Convention shall prejudice the question whether a person liable for damage in
                                                              accordance with its provisions has a right of recourse against any other person.
                                                              Chapter IV - Combined Carriage
                                                              Article 38 - Combined carriage
                                                              1. In the case of combined carriage performed partly by air and partly by any other mode of
                                                             carriage, the provisions of this Convention shall, subject to paragraph 4 of Article 18, apply
                                                             only to the carriage by air, provided that the carriage by air falls within the terms of Article 1.
                                                             2. Nothing in this Convention shall prevent the parties in the case of combined carriage from
                                                              inserting in the document of air carriage conditions relating to other modes of carriage.
                                                              provided that the provisions of this Convention are observed as regards the carriage by air.
                                                              Chapter V - Carriage by Air Performed by a Person other than the Contracting Carrier
                                                              Article 39 - Contracting carrier - actual carrier
                                                             The provisions of this Chapter apply when a person (hereinafter referred to as "the contracting
                                                              carrier") as a principal makes a contract of carriage governed by this Convention with a
                                                              passenger or consignor or with a person acting on behalf of the passenger or consignor, and
                                                             another person (hereinafter referred to as "the actual carrier") performs, by virtue of authority
                                                              from the contracting carrier, the whole or part of the carriage, but is not with respect to such
                                                              part a successive carrier within the meaning of this Convention. Such authority shall be
                                                             presumed in the absence of proof to the contrary.
                                                             Article 40 - Respective liability of contracting and actual carriers
                                                             If an actual carrier performs the whole or part of carriage which, according to the contract
                                                              referred to in Article 39, is governed by this Convention, both the contracting carrier and the
                                                             actual carrier shall, except as otherwise provided in this Chapter, be subject to the rules of this
                                                              Convention, the former for the whole of the carriage contemplated in the contract, the latter
                                                             solely for the carriage which it performs.
                                                             Article 41 - Mutual liability
                                                             1. The acts and omissions of the actual carrier and of its servants and agents acting within the
                                                             scope of their employment shall, in relation to the carriage performed by the actual carrier, be
                                                              deemed to be also those of the contracting carrier.
                                                             2. The acts and omissions of the contracting carrier and of its servants and agents acting
                                                             within the scope of their employment shall, in relation to the carriage performed by the actual
                                                             carrier, be deemed to be also those of the actual carrier. Nevertheless, no such act or
                                                              omission shall subject the actual carrier to liability exceeding the amounts referred to in
                                                             Articles 21, 22, 23 and 24. Any special agreement under which the contracting carrier
                                                              assumes obligations not imposed by this Convention or any waiver of rights or defences
                                                              conferred by this Convention or any special declaration of interest in delivery at destination
                                                              contemplated in Article 22 shall not affect the actual carrier unless agreed to by it.
                                                              Article 42 - Addressee of complaints and instructions
                                                              Any complaint to be made or instruction to be given under this Convention to the carrier shall
                                                              have the same effect whether addressed to the contracting carrier or to the actual carrier.
                                                              Nevertheless, instructions referred to in Article 12 shall only be effective if addressed to the
                                                              contracting carrier.
                                                             Article 43 - Servants and agents
                                                             In relation to the carriage performed by the actual carrier, any servant or agent of that carrier
                                                             or of the contracting carrier shall, if they prove that they acted within the scope of their
                                                              employment, be entitled to avail themselves of the conditions and limits of liability which are
                                                             applicable under this Convention to the carrier whose servant or agent they are, unless it is
                                                             proved that they acted in a manner that prevents the limits of liability from being invoked in
                                                              accordance with this Convention.
                                                              Article 44 - Aggregation of damages
                                                             In relation to the carriage performed by the actual carrier, the aggregate of the amounts
                                                              recoverable from that carrier and the contracting carrier, and from their servants and agents
                                                             acting within the scope of their employment, shall not exceed the highest amount which could
                                                              be awarded against either the contracting carrier or the actual carrier under this Convention,
                                                             but none of the persons mentioned shall be liable for a sum in excess of the limit applicable to
                                                             that person.
                                                             Article 45 - Addressee of claims
                                                             In relation to the carriage performed by the actual carrier, an action for damages may be
                                                              brought, at the option of the plaintiff, against that carrier or the contracting carrier, or against
                                                             both together or separately. If the action is brought against only one of those carriers, that
                                                             carrier shall have the right to require the other carrier to be joined in the proceedings, the
                                                             procedure and effects being governed by the law of the court seized of the case.
                                                             Article 46 - Additional jurisdiction
                                                              Any action for damages contemplated in Article 45 must be brought, at the option of the
                                                             plaintiff, in the territory of one of the States Parties, either before a court in which an action
                                                              may be brought against the contracting carrier, as provided in Article 33, or before the court
                                                              having jurisdiction at the place where the actual carrier has its domicile or its principal place of
                                                              business.
                                                             Article 47 - Invalidity of contractual provisions
                                                              Any contractual provision tending to relieve the contracting carrier or the actual carrier of
                                                              liability under this Chapter or to fix a lower limit than that which is applicable according to this
                                                              Chapter shall be null and void, but the nullity of any such provision does not involve the nullity
                                                              of the whole contract, which shall remain subject to the provisions of this Chapter.
                                                              Article 48 - Mutual relations of contracting and actual carriers
                                                              Except as provided in Article 45, nothing in this Chapter shall affect the rights and obligations
                                                              of the carriers between themselves, including any right of recourse or indemnification.
                                                              Chapter VI - Other Provisions
                                                             Article 49 - Mandatory application
                                                             Any clause contained in the contract of carriage and all special agreements entered into
                                                              before the damage occurred by which the parties purport to infringe the rules laid down by this
                                                              Convention, whether by deciding the law to be applied, or by altering the rules as to
                                                             jurisdiction, shall be null and void.
                                                              Article 50 - Insurance
                                                              States Parties shall require their carriers to maintain adequate insurance covering their liability
                                                              under this Convention. A carrier may be required by the State Party into which it operates to
                                                              furnish evidence that it maintains adequate insurance covering its liability under this
                                                              Convention.
                                                              Article 51 - Carriage performed in extraordinary circumstances
                                                              The provisions of Articles 3 to 5, 7 and 8 relating to the documentation of carriage shall not
                                                              apply in the case of carriage performed in extraordinary circumstances outside the normal
                                                             scope of a carrier's business.
                                                             Article 52 - Definition of days
                                                              The expression "days" when used in this Convention means calendar days, not working days.
                                                              Chapter VII - Final Clauses
                                                             Article 53 - Signature, ratification and entry into force
                                                              1. This Convention shall be open for signature in Montreal on 28 May 1999 by States
                                                              participating in the International Conference on Air Law held at Montreal from 10 to 28 May
                                                              1999. After 28 May 1999, the Convention shall be open to all States for signature at the
                                                              headquarters of the International Civil Aviation Organization in Montreal until it enters into
                                                              force in accordance with paragraph 6 of this Article.
                                                              2. This Convention shall similarly be open for signature by Regional Economic Integration
                                                              Organisations. For the purpose of this Convention, a "Regional Economic Integration
                                                              Organisation" means any organisation which is constituted by sovereign States of a given
                                                              region which has competence in respect of certain matters governed by this Convention and
                                                              has been duly authorized to sign and to ratify, accept, approve or accede to this Convention. A
                                                              reference to a "State Party" or "States Parties" in this Convention, otherwise than in paragraph
                                                             2 of Article 1, paragraph 1(b) of Article 3, paragraph (b) of Article 5, Articles 23, 33, 46 and
                                                              paragraph (b) of Article 57, applies equally to a Regional Economic Integration Organisation.
                                                              For the purpose of Article 24, the references to "a majority of the States Parties" and "one-
                                                              third of the States Parties" shall not apply to a Regional Economic Integration Organisation.
                                                              3. This Convention shall be subject to ratification by States and by Regional Economic
                                                              Integration Organisations which have signed it.
                                                              4. Any State or Regional Economic Integration Organisation which does not sign this
                                                              Convention may accept, approve or accede to it at any time.
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5. Instruments of ratification, acceptance, approval or accession shall be deposited with the

6. This Convention shall enter into force on the sixtieth day following the date of deposit of the thirtieth instrument of ratification, acceptance, approval or accession with the Depositary between the States which have deposited such instrument. An instrument deposited by a Regional Economic Integration Organisation shall not be counted for the purpose of this

7. For other States and for other Regional Economic Integration Organisations, this Convention shall take effect sixty days following the date of deposit of the instrument of

(b) each deposit of an instrument of ratification, acceptance, approval or accession and date

(d) the date of the coming into force of any revision of the limits of liability established under

1. Any State Party may denounce this Convention by written notification to the Depositary.

This Convention shall prevail over any rules which apply to international carriage by air:

signed at Warsaw on 12 October 1929 (hereinafter called the Warsaw Convention)

2. Denunciation shall take effect one hundred and eighty days following the date on which

1. between States Parties to this Convention by virtue of those States commonly being Party

(a) the Convention for the Unification of Certain Rules relating to International Carriage by Air

(b) the Protocol to amend the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929, done at The Hague on 28

(c) the Convention, Supplementary to the Warsaw Convention, for the Unification of Certain Rules relating to International Carriage by Air Performed by a Person other than the Contracting Carrier, signed at Guadalajara on 18 September 1961 (hereinafter called the

(d) the Protocol to amend the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929 as amended by the Protocol done at The Hague on 28 September 1955, signed at Guatemala City on 8 March

(e) Additional Protocol Nos. 1 to 3 and Montreal Protocol No. 4 to amend the Warsaw Convention as amended by The Hague Protocol or the Warsaw Convention as amended by both The Hague Protocol and the Guatemala City Protocol, signed at Montreal on 25

2. within the territory of any single State Party to this Convention by virtue of that State being

1. If a State has two or more territorial units in which different systems of law are applicable in relation to matters dealt with in this Convention, it may at the time of signature, ratification, acceptance, approval or accession declare that this Convention shall extend to all its territorial units or only to one or more of them and may modify this declaration by submitting another

2. Any such declaration shall be notified to the Depositary and shall state expressly the

(a) references in Article 23 to "national currency" shall be construed as referring to the

(b) the reference in Article 28 to "national law" shall be construed as referring to the law of the

No reservation may be made to this Convention except that a State Party may at any time declare by a notification addressed to the Depositary that this Convention shall not apply to:

(a) international carriage by air performed and operated directly by that State Party for non-

(b) the carriage of persons, cargo and baggage for its military authorities on aircraft registered in or leased by that State Party, the whole capacity of which has been reserved by or on

IN WITNESS WHEREOF the undersigned Plenipotentiaries, having been duly authorized,

DONE at Montreal on the 28th day of May of the year one thousand nine hundred and ninetynine in the English, Arabic, Chinese, French, Russian and Spanish languages, all texts being equally authentic. This Convention shall remain deposited in the archives of the International Civil Aviation Organization, and certified copies thereof shall be transmitted by the Depositary to all States Parties to this Convention, as well as to all States Parties to the Warsaw Convention, The Hague Protocol, the Guadalajara Convention, the Guatemala City Protocol

commercial purposes in respect to its functions and duties as a sovereign State

Party to one or more of the instruments referred to in sub-paragraphs (a) to (e) above.

International Civil Aviation Organization, which is hereby designated the Depositary.

8. The Depositary shall promptly notify all signatories and States Parties of:

Article 55 - Relationship with other Warsaw Convention instruments

September 1955 (hereinafter called The Hague Protocol)

1971 (hereinafter called the Guatemala City Protocol)

Article 56 - States with more than one system of law

territorial units to which the Convention applies.

currency of the relevant territorial unit of that State

relevant territorial unit of that State.

September 1975 (hereinafter called the Montreal Protocols)

3. In relation to a State Party which has made such a declaration:

paragraph.

thereof

to

this Convention

Article 54 - Denunciation

Guadalajara Convention)

declaration at any time.

Article 57 - Reservations

behalf of such authorities.

have signed this Convention.

and the Montreal Protocols.

[Signatures]

ratification, acceptance, approval or accession.

(c) the date of entry into force of this Convention

(e) any denunciation under Article 54.

notification is received by the Depositary.

(a) each signature of this Convention and date thereof