

*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; those relating to the quantity, volume and condition of the cargo do not constitute evidence against the carrier except so far as they both have been, and are stated in the air waybill or the cargo receipt to have been, checked by it in the presence of the consignor, or relate to the apparent condition of the cargo.

*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. Nev-

*Artikel 11 - Dokumentationens beviskraft*

1. Luftfragtbrevet eller godskvitteringen betragtes umiddelbart som bevis for kontraktens indgåelse, godsets modtagelse og de deri angivne transportbetingelser.
2. Enhver angivelse af godsets vægt, dimensioner, emballering og stykantal i luftfragtbrevet eller godskvitteringen betragtes umiddelbart som bevis for de angivne oplysningers rigtighed. Oplysninger vedrørende godsets mængde, volumen og tilstand gælder ikke som bevis mod befordreren, medmindre disse forhold er blevet kontrolleret af denne i afsenderens nærværelse og har bekræftet dette ved påtegning på luftfragtbrevet eller godskvitteringen, eller oplysningerne angår godsets synlige tilstand.

*Artikel 12 — Dispositionsret over godset*

1. Under hensyntagen til sit ansvar for udførelse af alle forpligtelser i henhold til transportkontrakten har afsenderen ret til at disponere over godset ved at tilbagekalde det i afgangs- eller bestemmelseslufthavnen eller tilbageholde det ved mellemlanding under transporten eller forlange det udleveret til en anden end den oprindeligt angivne modtager på bestemmelsesstedet eller under transporten eller forlange det tilbagesendt til afgangslufthavnen. Afsenderens udøvelse af denne dispositionsret må ikke være til skade for befordreren eller andre afsendere, og alle udgifter, som dispositionsrettens udøvelse indebærer, skal refunderes.
2. Hvis det ikke er muligt at udføre afsenderens instrukser, underretter befordreren straks afsenderen herom.
3. Hvis befordreren disponerer over godset efter afsenderens instrukser uden at forlange afsenderens eksemplar af luftfragtbrevet eller godskvitteringen forelagt, er befordreren, uden at fortabe sin godtgørelsesret hos afsenderen, ansvarlig for eventuelle skader over for enhver, som er i retmæssig besiddelse af det pågældende eksemplar af luftfragtbrevet eller godskvitteringen.
4. Afsenderens dispositionsret ophører på det tidspunkt, da modtagerens råderet er etableret i overensstemmelse med bestemmelserne