

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 transshipment, 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.

Artikel 18 - Beskadigelse af gods

1. Befordreren er erstatningspligtig for skade ved ødelæggelse, bortkomst eller beskadigelse af gods, hvis den hændelse, der har forvoldt skaden, er indtruffet under lufttransporten.
2. Befordreren er dog ikke ansvarlig, i det omfang ødelæggelsen, bortkomsten eller beskadigelsen af godset skyldes et eller flere af følgende forhold:
 - (a) godsets egne fejl, mangler eller beskaffenhed,
 - (b) mangelfuld emballering af godset, udført af andre end befordreren, dennes ansatte eller agenter,
 - (c) krigshandlinger eller væbnet konflikt eller
 - (d) offentlig myndighedsudøvelse i forbindelse med indførsel, udførsel eller transit af godset.
3. Lufttransporten, som nævnt i stk. 1, omfatter hele det tidsrum, hvori godset er i befordrerens forvaring.
4. Lufttransporten omfatter ikke transport ad landevejen, søvejen eller indre vandveje uden for lufthavnsområder. Hvis en sådan transport imidlertid udføres som led i en lufttransportkontrakt med henblik på lastning, udlevering eller omladning, anses enhver skade for at være forvoldt af en hændelse indtruffet under lufttransporten, medmindre andet bevises. Hvis befordreren uden afsenderens samtykke helt eller delvis udfører den transport, der ifølge aftale mellem parterne skal ske som lufttransport, ved hjælp af en anden transportform, anses denne anden form for transport for at indgå i lufttransporten.

Artikel 19 — Forsinkelse

Befordreren er ansvarlig for skade, som skyldes forsinket lufttransport af passagerer, bagage eller gods. Befordreren er dog ikke ansvarlig for skade, som skyldes forsinkelse, hvis det kan bevises, at befordreren, dennes ansatte og agenter har taget alle forholdsregler, som med rimelighed kan forlanges, for at undgå skaden, eller at det ikke har været muligt for dem at tage sådanne forholdsregler.