

2. The method of calculating that period shall be determined by the law of the court seised 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. Metoden for beregning af dette tidsrum fastlægges efter gældende lov på det sted, hvor sagen anlægges.

*Artikel 36 - Fortløbende transport*

1. Hvis en transport skal udføres af flere af de i artikel 1, stk. 3, definerede befordrere efter hinanden, er hver enkelt befordrer, som modtager passagererne, bagagen eller godset, underkastet denne konventions bestemmelser og betragtes som den ene af transportens aftaleparter, hvis transportkontrakten omfatter den del af transporten, der foregår under befordrerens varetagelse.
2. I forbindelse med en sådan transport kan passageren eller den, som er erstatningsberettiget på passagerens vegne, kun anlægge sag mod den befordrer, der forestod den del af transporten, hvor ulykken eller forsinkelsen indtraf, medmindre den første befordrer efter udtrykkelig aftale har påtaget sig ansvaret for hele transporten.
3. Når det gælder bagage eller gods, har passageren eller afsenderen søgsmålsret over for den første befordrer, og den udleveringsberettigede passager eller modtager har søgsmålsret over for den sidste befordrer, og desuden kan de hver især anlægge sag mod den befordrer, der udførte den del af transporten, hvorunder ødelæggelsen, bortkomsten, beskadigelsen eller forsinkelsen fandt sted. Disse befordrere hæfter solidarisk over for passageren, afsenderen eller modtageren.

*Artikel 37 - Regresret over for tredjemand*

Intet i denne konvention er til hinder for, at en person, som er erstatningspligtig efter bestemmelserne i denne konventionen, kan fremsætte regreskrav mod en anden person.

**Kapitel IV**

**Kombineret transport**

*Artikel 38 - Kombineret transport*

1. Ved kombineret transport, der består dels af lufttransport dels af en anden form for transport, gælder denne konventions bestemmelser med forbehold af artikel 18, stk. 4, kun for lufttransporten, forudsat lufttransporten opfylder betingelserne i artikel 1.