

Z A K O N

O POTVRĐIVANJU KONVENCIJE O OBJEDINJAVANJU IZVESNIH PRAVILA ZA MEĐUNARODNI PREVOZ VAZDUŠNIM PUTEM

Član 1.

Potvrđuje se Konvencija o objedinjavanju izvesnih pravila za međunarodni prevoz vazdušnim putem koja je sačinjena u Montrealu 28. maja 1999. godine, u originalu na engleskom, arapskom, kineskom, francuskom, ruskom i španskom jeziku.

Član 2.

Tekst Konvencije o objedinjavanju izvesnih pravila za međunarodni prevoz vazdušnim putem, u originalu na engleskom jeziku i u prevodu na srpski jezik glasi:

Convention for the Unification of Certain Rules for International Carriage by Air

THE STATES PARTIES TO THIS CONVENTION,

RECOGNIZING the significant contribution of the Convention for the Unification of Certain Rules 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 I

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 transshipment, 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 has 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; and
- (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"; it shall be signed by the consignor. The second part shall be marked "for the consignee"; it shall be signed by the consignor and by the carrier. The third part shall be signed by the carrier who shall hand it to the consignor after the cargo has been accepted.

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; 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. 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 interests 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 is 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 21 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 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.

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 21.

Article 21

Compensation in case of death or injury of passengers

1. For damages arising under paragraph 1 of Article 17 not exceeding 100000 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 100000 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; or

(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 4150 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 1000 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; provided that, in the case of such act or omission of a servant or agent, it is also proved that such servant or agent was acting within the scope of its employment.
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 1500000 monetary units per passenger in judicial proceedings in their territories; 62500 monetary units per passenger with respect to paragraph 1 of Article 22; 15000 monetary units per passenger with respect to paragraph 2 of Article 22; and 250 monetary units per kilogram with respect to paragraph 3 of Article 22. This monetary unit corresponds to 65,5 milligrams of gold of millesimal fineness nine hundred. These sums may be converted into the national currency concerned in round figures. The conversion of these sums into national currency shall be made according to the law of the State concerned.

3. The calculation mentioned in the last sentence of paragraph 1 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. State 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 per cent, 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 per cent 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 14 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 21 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 seised 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 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. 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 seised 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.

5. Instruments of ratification, acceptance, approval or accession shall be deposited with the International Civil Aviation Organization, which is hereby designated the Depositary.

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 paragraph.

7. For other States and for other Regional Economic Integration Organisations, this Convention shall take effect 60 days following the date of deposit of the instrument of ratification, acceptance, approval or accession.

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

- (a) each signature of this Convention and date thereof;
- (b) each deposit of an instrument of ratification, acceptance, approval or accession and date thereof;
- (c) the date of entry into force of this Convention;

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

(e) any denunciation under Article 54.

Article 54

Denunciation

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

2. Denunciation shall take effect 180 days following the date on which notification is received by the Depositary.

Article 55

Relationship with other Warsaw Convention Instruments

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

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

(a) the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12 October 1929 (hereinafter called the "Warsaw Convention");

(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 September 1955 (hereinafter called The Hague Protocol);

(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 Guadalajara Convention);

(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 1971 (hereinafter called the Guatemala City Protocol);

(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 September 1975 (hereinafter called the Montreal Protocols); or

2. within the territory of any single State Party to this Convention by virtue of that State being Party to one or more of the instruments referred to in subparagraphs (a) to (e) above.

Article 56

States with more than one system of law

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 declaration at any time.

2. Any such declaration shall be notified to the Depositary and shall state expressly the territorial units to which the Convention applies.

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

(a) references in Article 23 to "national currency" shall be construed as referring to the currency of the relevant territorial unit of that State; and

(b) the reference in Article 28 to "national law" shall be construed as referring to the law of the relevant territorial unit of that State.

Article 57

Reservations

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-commercial purposes in respect to its functions and duties as a sovereign State; and/or

(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 behalf of such authorities.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, having been duly authorized, have signed this Convention.

DONE at Montreal on the 28th day of May of the year one thousand nine hundred and ninety-nine 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, and the Montreal Protocols.

KONVENCIJA O OBJEDINJAVANJU IZVESNIH PRAVILA ZA MEĐUNARODNI PREVOZ VAZDUŠNIM PUTEM

DRŽAVE UGOVORNICE OVE KONVENCIJE

UOČAVAJUĆI značajan doprinos Konvencije o objedinjavanju izvesnih pravila za međunarodni prevoz vazdušnim putem, potpisane u Varšavi 12. oktobra 1929. godine (u daljem tekstu: "Varšavska konvencija"), i drugih srodnih instrumenata harmonizaciji privatnog međunarodnog vazduhoplovnog prava;

UOČAVAJUĆI potrebu za harmonizacijom i konsolidovanjem Varšavske konvencije i srodnih instrumenata;

UOČAVAJUĆI značaj obezbeđivanja zaštite interesa korisnika međunarodnog prevoza vazdušnim putem i potrebe za pravičnom naknadom štete, zasnovanoj na principu restitucije;

POTVRĐUJUĆI još jednom želju da se pravilan razvoj međunarodnog vazdušnog saobraćaja i nesmetani protok putnika, prtljaga i robe odvija u skladu sa načelima i ciljevima Konvencije o međunarodnom civilnom vazduhoplovstvu, sačinjene u Čikagu, 7. decembra 1944. godine;

UVERENE da je zajednička akcija država na daljoj harmonizaciji i kodifikaciji izvesnih pravila koja regulišu međunarodni prevoz vazdušnim putem kroz novu konvenciju najadekvatniji način za postizanje pravičnog izjednačavanja interesa;

DOGOVORILE SU SE O SLEDEĆEM:

Glava I

Opšte odredbe

Član 1.

Polje primene

1. Ova konvencija se primenjuje na međunarodni prevoz lica, prtljaga ili robe koji se obavlja vazduhoplovima uz naknadu, kao i na prevoz vazduhoplovima bez naknade koji obavlja avio-prevoznik.

2. Za potrebe ove konvencije, izraz međunarodni prevoz označava svaki prevoz u kome se, prema sporazumu ugovornih strana, bilo da postoji prekid u prevozu ili pretovaru ili ne, mesto polaska i mesto odredišta nalazi na teritorijama dve države ugovornice ili na teritoriji jedne države ugovornice, ukoliko postoji jedno dogovoreno mesto zaustavljanja na teritoriji druge države, čak i ako ta država nije država ugovornica. Prevoz između dva mesta na teritoriji jedne države ugovornice, bez dogovorenog mesta zaustavljanja na teritoriji druge države, nije međunarodni prevoz u smislu ove konvencije.

3. Prevoz koji obavlja nekoliko uzastopnih prevoznika smatra se, u smislu ove konvencije, jedinstvenim prevozom ako ga ugovornice smatraju pojedinačnim prevozom, bilo da je obavljen na osnovu jednog ili više ugovora, i on zadržava međunarodni karakter ukoliko je mesto izvršenja ugovora u potpunosti na teritoriji iste države.

4. Ova konvencija se primenjuje i na prevoz utvrđen u Glavi V, shodno uslovima sadržanim u njoj.

Član 2.

Prevoz koji obavlja država i prevoz poštanskih pošiljki

1. Odredbe ove konvencije se primenjuju na prevoz koji obavlja država ili zakonski konstituisana javna tela, ukoliko su ispunjeni uslovi iz člana 1. ove konvencije.
2. Kod prevoza poštanskih pošiljaka prevoznik je odgovoran samo odgovarajućoj poštanskoj upravi, u skladu sa pravilima koja se primenjuju na odnos između prevoznika i poštanske uprave.
3. Odredbe ove konvencije ne primenjuju se na prevoz poštanskih pošiljaka, osim kako je predviđeno u stavu 2. ovog člana.

Glava II

Dokumentacija i dužnosti ugovornih strana u vezi prevoza putnika, prtljaga i robe

Član 3.

Putnici i prtljag

1. Za prevoz putnika izdaje se pojedinačni ili kolektivni dokument o prevozu koji sadrži:

(a) naznaku mesta polaska i opredeljenja;

(b) naznaku bar jednog mesta zaustavljanja ako su mesta polaska i opredeljenja na teritoriji jedne države ugovornice, a jedno ili više dogovorenih mesta zaustavljanja na teritoriji druge države.

2. Dokument naveden u stavu 1. može biti zamenjen drugim oblikom koji sadrži informacije navedene u tom stavu. Ako se koristi takav drugi oblik, prevoznik će ponuditi da izda putniku pismenu izjavu o informaciji sačuvanoj na taj način.

3. Prevoznik je dužan da izda putniku identifikacionu nalepnicu za svaki komad pregledanog prtljaga.

4. Putniku će biti dato pismeno obaveštenje da ova konvencija reguliše i može da ograniči odgovornost prevoznika u slučaju smrti ili povrede, uništenja, gubitka ili oštećenja prtljaga, kao i za kašnjenje.

5. Nepoštovanje odredaba ovog člana ne utiče na postojanje ili punovažnost ugovora o prevozu koji podleže pravilima ove konvencije, uključujući i ona koja se odnose na ograničenje odgovornosti.

Član 4.

Roba

1. Za prevoz robe izdaje se vazduhoplovni tovarni list.

2. Umesto vazduhoplovnog tovarnog lista evidencija o prevozu koji će se obaviti može biti sačuvana u bilo kom drugom obliku. Ako se koriste ti drugi oblici prevoznik će, na zahtev pošiljaoca, izdati pošiljaocu potvrdu o prijemu robe koja omogućava identifikaciju pošiljke i pristup informacijama sadržanim u evidenciji sačuvanoj u tom obliku.

Član 5.

Sadržaj vazduhoplovnog tovarnog lista ili potvrde o prijemu robe

Vazduhoplovni tovarni list ili potvrda o prijemu robe sadrži:

- (a) mesto polaska i mesto opredeljenja;
- (b) jedno od mesta sletanja ako se mesto polaska i opredeljenja nalaze na teritoriji iste države ugovornice, i ako je jedno ili više sletanja predviđeno na teritoriji neke druge države,
- (c) težinu pošiljke.

Član 6.

Dokument o vrsti robe

Od pošiljaoca može da se zahteva, ako je potrebno radi ispunjavanja formalnosti carine, policije i drugih državnih organa, da izda dokument sa naznakom vrste robe. Ova odredba ne stvara prevozniku bilo koju obavezu ili odgovornost koja iz toga proizilazi.

Član 7.

Opis vazduhoplovnog tovarnog lista

1. Pošiljalac sastavlja vazduhoplovni tovarni list u tri originalna primerka.
2. Prvi primerak nosi oznaku "za prevoznika" i potpisuje ga pošiljalac. Drugi primerak nosi oznaku "za primaoca" i potpisuju ga pošiljalac i prevoznik. Treći primerak potpisuje prevoznik i predaje ga pošiljaocu posle prijema robe.
3. Potpis prevoznika i pošiljaoca može da bude odštampan ili zamenjen pečatom.
4. Ako na zahtev pošiljaoca prevoznik sačini vazduhoplovni tovarni list, smatra se da radi u ime pošiljaoca, sve dok se ne dokaže suprotno.

Član 8.

Dokumentacija za višestruke pošiljke

Kada postoji više od jedne pošiljke:

- (a) prevoznik ima pravo da zahteva od pošiljaoca da sačini odvojene vazduhoplovne tovarne listove;
- (b) pošiljalac može da zahteva od prevoznika da izda odvojene potvrde o prijemu robe, kada se koriste drugi oblici navedeni u stavu 2. člana 4.

Član 9.

Neispunjavanje zahteva u pogledu dokumentacije

Nepridržavanje odredaba čl. 4. do 8. ne utiče na postojanje i punovažnost ugovora o prevozu koji podleže pravilima ove konvencije, uključujući i pravila o ograničenju odgovornosti.

Član 10.

Odgovornost za podatke iz dokumentacije

1. Pošiljalac je odgovoran za tačnost podataka i izjava koji se odnose na robu, koje je on uneo ili su u njegovo ime uneti u vazduhoplovni tovarni list, ili koje je on, ili su u njegovo ime dostavljeni prevozniku radi unošenja u potvrdu o prijemu robe ili u

evidenciju koja se čuva drugim oblicima, navedenim u stavu 2. člana 4. Napred navedeno primenjuje se i kada je lice koje istupa u ime pošiljaoca i agent prevoznika.

2. Pošiljalac će nadoknaditi prevozniku štetu koju pretrpi on ili drugo lice prema kome je prevoznik odgovoran, zbog nepravilnosti, netačnosti ili nepotpunosti pojedinih navoda i izjava koje je dostavio pošiljalac ili su dostavljene u njegovo ime.

3. U skladu sa st. 1. i 2. ovog člana prevoznik će nadoknaditi pošiljaocu štetu koju pretrpi on ili drugo lice prema kome je pošiljalac odgovoran, usled nepravilnosti, netačnosti ili nepotpunosti pojedinih navoda i izjava koje prevoznik unese, ili su unete u njegovo ime u potvrdu o prijemu robe ili u evidenciju koja se vodi drugim oblicima navedenim u stavu 2. člana 4.

Član 11.

Dokazna snaga dokumentacije

1. Vazduhoplovni tovarni list ili potvrda o prijemu robe je prima facie dokaz o zaključenju ugovora, prihvatanju robe i uslovima prevoza navedenim u njima.

2. Izjave u vazduhoplovnom tovarnom listu ili potvrdi o prijemu robe, koje se odnose na težinu, dimenzije i pakovanje robe, kao i one koje se odnose na broj paketa, predstavlja prima facie dokaz o navedenim činjenicama; izjave koje se odnose na količinu, zapreminu i stanje robe ne predstavljaju dokaz protiv prevoznika, osim ako ih je prevoznik proverio u prisustvu pošiljaoca i naveo u vazduhoplovnom tovarnom listu ili potvrdi o prijemu robe, ili se odnose na očigledno stanje robe.

Član 12.

Pravo raspolaganja robom

1. Shodno svojoj odgovornosti da izvršava obaveze iz ugovora o prevozu, pošiljalac ima pravo da raspolaže robom na taj način što može da je povuče na aerodrom polaska ili opredeljenja ili da je zaustavi u toku putovanja prilikom bilo kog sletanja, da zahteva da se isporuči na odredištu ili u toku putovanja nekom drugom licu, a ne primaocu koji je prvobitno određen, ili da zahteva da se vrati na aerodrom polaska. Pošiljalac ne sme da koristi ovo pravo na način kojim bi oštetio prevoznika ili ostale pošiljaoce i mora da nadoknadi troškove koji iz toga nastanu.

2. U slučaju da je izvršenje naloga pošiljaoca nemoguće, prevoznik je dužan da ga odmah o tome obavesti.

3. Ako prevoznik izvršava naloge pošiljaoca radi raspolaganja robom, a ne zahteva podnošenje primerka vazduhoplovnog tovarnog lista ili potvrde o prijemu robe koja je izdata pošiljaocu, prevoznik je odgovoran, što ne utiče na njegovo pravo na odštetu od pošiljaoca za štetu koja može na taj način da se pričini licu koje zakonito poseduje taj primerak vazduhoplovnog tovarnog lista ili potvrde o prijemu robe.

4. Pravo dato pošiljaocu prestaje u trenutku kada počinje pravo primaoca u skladu sa članom 13. ove konvencije. Ukoliko primalac odbije da prihvati robu, ili ako se sa njim ne može stupiti u vezu, pošiljalac zadržava pravo raspolaganja.

Član 13.

Isporuka robe

1. Izuzev kada pošiljalac iskoristi svoje pravo iz člana 12. ove konvencije, primalac ima pravo, po prispeću robe na odredište, da zahteva od prevoznika da mu isporuči robu, pošto plati prispele naknade i ispuni uslove prevoza.

2. Prevoznik je dužan da bez odlaganja obavesti primaoca o prispeću robe, osim ako nije drugačije dogovoreno.

3. Ako prevoznik prizna gubitak robe ili ako roba ne stigne u roku od sedam dana od dana kada je trebala da stigne, primalac u odnosu na prevoznika ima prava koja proističu iz ugovora o prevozu.

Član 14.

Ostvarivanje prava pošiljaoca i primaoca

Pošiljalac, odnosno primalac, može, svaki u svoje ime, da ostvari sva prava predviđena čl. 12. i 13, bilo da postupa u svom interesu ili u interesu drugog lica, pod uslovom da izvršava obaveze iz ugovora o prevozu.

Član 15.

Odnosi između pošiljaoca i primaoca ili uzajamni odnosi trećih lica

1. Članovi 12, 13. i 14. ne primenjuju se na odnose između pošiljaoca i primaoca, kao ni na odnose trećih lica čija prava potiču od pošiljaoca ili primaoca.

2. Odredbe čl. 12, 13. i 14. mogu da se izmene jedino izričitom odredbom u vazduhoplovnom tovarnom listu ili potvrdi o prijemu robe.

Član 16.

Formalnosti carinskih, policijskih i drugih državnih organa

1. Pre isporuke robe primaocu pošiljalac mora da dostavi informacije i dokumenta koja su potrebna da bi se ispunile carinske i policijske formalnosti, kao i formalnosti drugih državnih organa. Pošiljalac je odgovoran prevozniku za štetu nastalu usled nedostatka, nepotpunosti ili nepravilnosti informacije ili dokumenta, osim ako šteta nije nastala zbog greške prevoznika, njegovih zaposlenih ili agenata.

2. Prevoznik nije u obavezi da proverava tačnost ili valjanost tih informacija ili dokumenata.

Glava III

Odgovornost prevoznika za štetu i visina naknade

Član 17.

Smrt i povreda putnika – Šteta naneta prtljagu

1. Prevoznik je odgovoran za štetu pričinjenu u slučaju smrti ili telesne povrede putnika, pod uslovom da je udes koji je prouzrokovao smrt ili povredu nastupio na vazduhoplovu ili za vreme ukrcavanja ili iskrcavanja.

2. Prevoznik je odgovoran za štetu pričinjenu u slučaju uništenja, gubitka ili oštećenja registrovanog prtljaga, pod uslovom da je događaj koji je prouzrokovao uništenje, gubitak ili oštećenje nastupio na vazduhoplovu ili za vreme dok je registrovani prtljag bio pod nadzorom prevoznika. Prevoznik nije odgovoran ako je šteta nastala usled skrivenog kvara, kvaliteta ili mane u prtljagu. Kada se radi o ručnom prtljagu, uključujući lične stvari, prevoznik je odgovoran ako je šteta nastala njegovom greškom ili greškom njegovih zaposlenih ili agenata.

3. Ako prevoznik prizna gubitak registrovanog prtljaga ili ako registrovani prtljag ne stigne u roku od dvadeset i jednog dana od dana kada je trebalo da stigne, putnik može protiv prevoznika da koristi prava koja proističu iz ugovora o prevozu.

4. Izraz "prtljag" u ovoj konvenciji označava i registrovani i ručni prtljag, osim ako nije drugačije utvrđeno.

Član 18.

Šteta naneta robi

1. Prevoznik je odgovoran za štetu nastalu u slučaju uništenja, gubitka ili oštećenja robe, pod uslovom da je događaj koji je izazvao štetu nastupio u toku prevoza vazdušnim putem.

2. Prevoznik nije odgovoran ako dokaže da je uništenje, gubitak ili oštećenje robe nastalo zbog:

- (a) skrivenog kvara, kvaliteta ili mane te robe;
- (b) pogrešnog pakovanje robe od strane nekog drugog lica, a ne prevoznika, njegovih zaposlenih ili agenata;
- (c) ratnog dejstva ili oružanog sukoba;
- (d) odluke državnog organa koja se odnosi na ulazak, izlazak ili tranzit robe.

3. Prevoz vazdušnim putem, u smislu stava 1. ovog člana, obuhvata vreme u kome je roba pod nadzorom prevoznika.

4. Vreme prevoza vazdušnim putem ne obuhvata prevoz kopnom, morem ili unutrašnjim plovnim putevima, koji se obavlja izvan aerodroma. Ako do takvog prevoza dođe prilikom izvršavanja ugovora o prevozu vazdušnim putem, u cilju utovara, isporuke ili pretovara, pretpostavlja se da je šteta rezultat nekog događaja koji je nastupio u toku prevoza vazdušnim putem, ako se ne dokaže drugačije. Ako prevoznik, bez saglasnosti pošiljaoca, prevoz za koji je ugovoreno da će se obaviti vazdušnim putem zameni nekim drugim vidom prevoza, smatra se da je takav prevoz obavljen u okviru prevoza vazdušnim putem.

Član 19.

Kašnjenje

Prevoznik je odgovoran za štetu prouzrokovanu kašnjenjem u prevozu vazdušnim putem putnika, prtljaga ili robe. Ipak, prevoznik nije odgovoran za štetu prouzrokovanu kašnjenjem ako dokaže da su on, njegovi zaposleni i agenti preduzeli sve mere koje mogu opravdano da se zahtevaju za izbegavanje štete ili da je njemu ili njima bilo nemoguće da preduzmu te mere.

Član 20.

Oslobađanje od odgovornosti

Ako prevoznik dokaže da je štetu prouzrokovao ili da je nastanku štete doprineo nemar ili neki drugi pogrešan postupak ili propust lica koje traži naknadu štete, ili lica od koga on izvodi svoja prava, prevoznik je, u potpunosti ili delimično, oslobođen odgovornosti prema licu koje zahteva naknadu štete u onoj meri u kojoj je takav nemar, pogrešan postupak ili propust prouzrokovao štetu ili doprineo njenom nastajanju. Kada zbog smrti ili povrede putnika naknadu štete zahteva neko drugo lice, a ne putnik, prevoznik je oslobođen odgovornosti, u potpunosti ili delimično, ako dokaže da je štetu prouzrokovao, ili da je nastanku štete doprineo nemar ili neki drugi pogrešan postupak ili propust tog putnika. Ovaj član se odnosi na sve odredbe o odgovornosti u ovoj konvenciji, uključujući i stav 1. člana 21.

Član 21.

Naknada štete u slučaju smrti ili povrede putnika

1. Za štete iz stava 1. člana 17. koje ne premašuju 100 000 specijalnih prava vučenja za svakog putnika, prevoznik ne može da isključi ili ograniči svoju odgovornost.
2. Prevoznik nije odgovoran za štete iz stava 1. člana 17. koje premašuju za svakog putnika 100 000 specijalnih prava vučenja, ako prevoznik dokaže da:
 - (a) šteta nije nastala usled nemare ili drugog pogrešnog postupka ili propusta prevoznika, njegovih zaposlenih ili agenata;
 - (b) je šteta nastala isključivo usled nemara, drugog pogrešnog postupka ili propusta trećeg lica.

Član 22.

Granice odgovornosti u odnosu na kašnjenje, prtljag i robu

1. Za štetu prouzrokovanu kašnjenjem, kao što je regulisano u članu 19. ove konvencije, prilikom prevoza putnika, odgovornost prevoznika ograničena je na 4 150 specijalnih prava vučenja za svakog putnika.
2. Za štetu nastalu uništenjem, gubitkom, oštećenjem ili kašnjenjem prilikom prevoza prtljaga, odgovornost prevoznika ograničena je na 1 000 specijalnih prava vučenja za svakog putnika, osim ako je u vreme predaje registrovanog prtljaga prevozniku putnik posebno odredio vrednost dostave na odredištu i platio dodatni iznos, ako se to zahteva. U tom slučaju prevoznik je dužan da plati sumu koja ne prelazi navedeni iznos, osim ako ne dokaže da je taj iznos veći od stvarne vrednosti za dostavu na odredištu.
3. Za štetu nastalu uništenjem, gubitkom, oštećenjem ili kašnjenjem prilikom prevoza robe, odgovornost prevoznika je ograničena na iznos od 17 specijalnih prava vučenja po kilogramu, osim ako je u vreme predaje paketa prevozniku pošiljalac posebno odredio vrednost dostave na odredištu i platio dodatni iznos, ako se to zahteva. U tom slučaju, prevoznik je dužan da plati sumu koja ne prelazi navedeni iznos, osim ako ne dokaže da je taj iznos veći od stvarne vrednosti za dostavu na odredištu.
4. Kada se radi o uništenju, gubitku, oštećenju ili kašnjenju dela robe ili bilo kog predmeta sadržanog u njoj, težina koja se uzima u obzir kod određivanja iznosa do koga je ograničena odgovornost prevoznika je ukupna težina pošiljke ili pošiljki. Ipak, kada uništenje, gubitak, šteta ili kašnjenje robe ili nekog predmeta sadržanog u njoj, utiče na vrednost drugih paketa obuhvaćenih istim vazduhoplovnim tovarnim listom ili istom potvrdom ili, ukoliko oni nisu izdati, evidencijom koja se čuva drugim načinima navedenim u stavu 2. člana 4, kod određivanja ograničenja odgovornosti uzima se u obzir ukupna težina tog ili tih paketa.
5. Odredbe st. 1. i 2. ovog člana neće se primenjivati ako se dokaže da je šteta nastala usled nekog postupka ili propusta prevoznika, njegovih zaposlenih ili agenata, učinjenog nepažnjom ili u nameri da se prouzrokuje šteta, a u znanju da će verovatno doći do štete, pod uslovom, da kada se radi o takvom postupku ili propustu zaposlenog ili agenta, dokaže da je taj zaposleni ili agent postupao u vršenju svoje dužnosti.
6. Ograničenja propisana u članu 21. i u ovom članu ne sprečavaju sud da u skladu sa svojim nacionalnim zakonom donese presudu o naknadi štete, kao i celokupne ili deo sudskih troškova i drugih troškova parničenja kojima se izložio tužilac, uključujući i kamatu. Prethodna odredba se ne primenjuje ako iznos naveden u presudi o naknadi štete, izuzimajući sudske troškove i druge troškove spora, ne prelazi sumu koju je prevoznik pismeno ponudio tužiocu u roku od šest meseci od dana kada se

desio događaj koji je prouzrokovao štetu ili pre pokretanja postupka, ako je on pokrenut posle pomenutog roka.

Član 23.

Konverzija monetarnih jedinica

1. Smatra se da se iznosi prema specijalnom pravu vučenja u ovoj konvenciji odnose na specijalno pravo vučenja kako ga je definisao Međunarodni monetarni fond. U slučaju sudskog postupka, konverzija tih iznosa u nacionalne valute vrši se prema vrednosti tih valuta u izrazima specijalnog prava vučenja, na dan presude. Vrednost nacionalne valute prema specijalnom pravu vučenja države članice Međunarodnog monetarnog fonda izračunava se prema metodi procene koju na dan presude primenjuje Međunarodni monetarni fond za svoje operacije i transakcije. Vrednost nacionalne valute prema specijalnom pravu vučenja države ugovornice koja nije članica Međunarodnog monetarnog fonda, izračunava se na način koji utvrdi ta država.

2. Države koje nisu članice Međunarodnog monetarnog fonda i čije zakonodavstvo ne dozvoljava primenu odredaba iz stava 1. ovog člana mogu, u trenutku ratifikacije ili pristupanja, ili u svako doba posle toga da izjave da se granica odgovornosti prevoznika, propisana u članu 21. ove konvencije, u slučaju sudskog postupka na njihovoj teritoriji, utvrđuje na iznos od 1 500 000 monetarnih jedinica po putniku; 62 500 monetarnih jedinica po putniku, u skladu sa stavom 1. člana 22; 15 000 monetarnih jedinica po putniku, u skladu sa stavom 2. člana 22. i 250 monetarnih jedinica po kilogramu, u skladu sa stavom 3. člana 22. Ova monetarna jedinica odgovara šezdeset pet i po miligrama zlata finoće devet stotina hiljaditih. Pomenuti iznosi mogu da se konvertuju u odgovarajuću nacionalnu valutu u zaokruženim iznosima. Konverzija tih iznosa u nacionalnu valutu vrši se prema zakonodavstvu odnosne države.

3. Obračun naveden u poslednjoj rečenici stava 1. ovog člana i način konverzije u stavu 2. ovog člana vrše se na način da u nacionalnoj valuti države ugovornice odraze, što je moguće više, pravu vrednost za iznose iz čl. 21. i 22, koja bi proizašla iz primene prve tri rečenice stava 1. ovog člana. Države ugovornice obaveštavaju depozitara o načinu obračuna, shodno stavu 1. ovog člana, ili rezultatu konverzije iz stava 2. ovog člana, zavisno od slučaja, i kada ima izmena u jednom ili drugom. Obaveštenje se dostavlja prilikom deponovanja instrumenta o ratifikaciji, prihvatanju, saglasnosti ili pristupanju ovoj konvenciji.

Član 24.

Revizija granica odgovornosti

1. Bez prejudiciranja odredaba člana 25. ove konvencije, a u skladu sa stavom 2. ovog člana, reviziju granica odgovornosti propisanih u čl. 21, 22. i 23. vrši depozitar svake pete godine. Prva revizija vrši se na kraju pete godine od dana stupanja na snagu ove konvencije ili, ako Konvencija ne stupi na snagu u roku od pet godina od dana kada je prvi put otvorena za potpisivanje, u toku prve godine njenog stupanja na snagu, pozivom na inflatorni faktor koji odgovara akumuliranoj stopi inflacije od prethodne revizije ili, u prvom slučaju od dana stupanja na snagu ove konvencije. Ova mera inflatorne stope koja se koristi kod određivanja inflatornog faktora je ponderisani prosek godišnje stope rasta ili smanjenja u indeksima potrošačkih cena država čija valuta obuhvata specijalno pravo vučenja navedeno u stavu 1. člana 23. ove konvencije.

2. Ako revizija iz prethodnog stava pokaže da je inflatorni faktor preko 10 procenata, depozitar obaveštava države ugovornice o reviziji granica odgovornosti. Takva

revizija stupa na snagu šest meseci po dostavljanju obaveštenja državama ugovornicama. Ako u roku od tri meseca po obaveštenju većina država ugovornica prijavi svoje neslaganje, revizija neće stupiti na snagu, a depozitar vraća predmet na sastanak država ugovornica. O stupanju na snagu revizije depozitar odmah obaveštava države ugovornice.

3. Nezavisno od odredaba iz stava 1. ovog člana, postupak naveden u stavu 2. ovog člana primenjuje se uvek, pod uslovom da jedna trećina država ugovornica izrazi želju u tom smislu, i pod uslovom da je inflatorni faktor naveden u stavu 1. premašio 30 procenata od prethodne revizije ili od dana stupanja ove konvencije na snagu, ako nije bilo prethodne revizije. Naredne revizije, uz korišćenje postupka iz stava 1. ovog člana, vršiće se svake pete godine, počev od kraja pete godine od dana vršenja revizije iz ovog stava.

Član 25.

Ugovaranje granica odgovornosti

Prevoznik može da ugovori da ugovor o prevozu podleže višim granicama odgovornosti od onih koje su predviđene u ovoj konvenciji ili da odgovornost uopšte ne bude ograničena.

Član 26.

Nevaženje ugovornih odredaba

Odredba o oslobađanju prevoznika od odgovornosti ili određivanju niže granice od one koja je utvrđena u ovoj konvenciji postaje ništavna, ali ništavost te odredbe ne povlači za sobom ništavost celog ugovora, koji i dalje podleže odredbama ove konvencije.

Član 27.

Pravo na ugovor

Odredbe ove konvencije ne sprečavaju prevoznika da odbije da pristupi ugovoru o prevozu, da se odrekne prava na odbranu koja su predviđena ovom konvencijom ili da utvrdi uslove koji nisu u suprotnosti sa odredbama ove konvencije.

Član 28.

Avansno plaćanje

Kada se radi o udesima vazduhoplova koji za posledicu imaju smrt ili povredu putnika, prevoznik će, ako to njegovo nacionalno zakonodavstvo nalaže, bez odlaganja, izvršiti avansno plaćanje fizičkom licu ili licima koja imaju pravo da zahtevaju naknadu štete, kako bi se zadovoljile neposredne materijalne potrebe tih lica. Avansno plaćanje ne predstavlja priznanje odgovornosti i može da posluži za kasnije prebijanje kod naknade štete od strane prevoznika.

Član 29.

Osnov potraživanja

Kod prevoza putnika, prtljaga i robe, svaki postupak za naknadu štete, bez obzira da li je zasnovan na ovoj konvenciji, ugovoru, krivici ili drugom osnovu, može da se pokrene jedino u skladu sa uslovima i ograničenjima odgovornosti utvrđenim ovom konvencijom, bez prejudiciranja pitanja ko su lica koja imaju pravo da pokrenu parnicu i koja su njihova prava. U svakom takvom postupku, kaznene, moralne ili ma koje druge nenadoknadive štete nisu naplative.

Član 30.

Zaposleni i agenti – Objedinjavanje potraživanja

1. Ako se protiv nekog zaposlenog ili agenta pokrene postupak povodom štete na koju se Konvencija odnosi, taj zaposleni ili agent, ako dokaže da je postupao vršeći svoju dužnost, ima pravo da se pozove na uslove i ograničenja odgovornosti na koje i sam prevoznik ima pravo da se pozove prema ovoj konvenciji.
2. Objedinjeni iznosi koji se mogu nadoknaditi od prevoznika, njegovih zaposlenih i agenata, u tom slučaju, ne smeju da prekorače navedena ograničenja.
3. Osim u pogledu prevoza robe, odredbe st. 1. i 2. ovog člana ne primenjuju se ako se dokaže da je šteta nastala iz nekog postupka ili propusta zaposlenog ili agenta, učinjenog u nameri da se prouzrokuje šteta ili počinjenog bezobzimo i u znanju da će verovatno doći do štete.

Član 31.

Blagovremena reklamacija

1. Prijem bez reklamacije od strane lica koje ima pravo na isporuku predatog prtljaga ili robe predstavlja prima facie dokaz da je isti isporučen u dobrom stanju i u skladu sa dokumentom o prevozu ili evidencijom koja se vodi drugim načinima navedenim u stavu 2. člana 3. i stavu 2. člana 4.
2. U slučaju štete lice koje ima pravo na isporuku mora da uloži reklamaciju prevozniku odmah po otkrivanju štete, a najkasnije u roku od sedam dana od dana prijema, ako se radi o predatom prtljagu, a četrnaest dana od dana prijema, ako se radi o robi. U slučaju kašnjenja, žalba se podnosi najkasnije dvadeset i jedan dan od dana kada su mu prtljag ili roba stavljeni na raspolaganje.
3. Reklamacija se podnosi pismeno i treba da bude uručena ili poslata u napred navedenim rokovima.
4. Ako se reklamacija ne podnese u napred navedenim rokovima, tužba protiv prevoznika nije dopuštena, osim u slučaju prevare sa njegove strane.

Član 32.

Smrt lica odgovornog za štetu

U slučaju smrti lica koje je odgovorno za štetu, tužba za naknadu štete se podnosi, prema uslovima ove konvencije, protiv zakonskih zastupnika njegove zaostavštine.

Član 33.

Nadležnost

1. Postupak za naknadu štete pokreće se, po izboru tužioca, na teritoriji jedne države ugovornice, bilo pred sudom mesta stalnog boravišta ili sedišta prevoznika, ili pred sudom mesta u kome obavlja ugovoreni posao ili pred sudom mesta odredišta.
2. Za štetu nastalu usled smrti ili povrede putnika postupak može da se pokrene pred jednim od sudova navedenih u stavu 1. ovog člana, ili na teritoriji države ugovornice na kojoj je u vreme udesa putnik imao glavno i stalno boravište i za koje ili iz koga prevoznik obavlja prevoz putnika vazdušnim putem, bilo sopstvenim vazduhoplovom ili vazduhoplovom nekog drugog prevoznika prema komercijalnom sporazumu, i kojim obavlja poslove prevoza putnika vazdušnim putem iz prostorija koje je iznajmio ili ima u vlasništvu sam prevoznik ili neki drugi prevoznik sa kojim ima zaljučen komercijalni sporazum.
3. Za potrebe stava 2,

- (a) "komercijalni sporazum" označava sporazum, pored agencijskog sporazuma, sklopljen između prevoznika i odnosi se na pružanje njihovih zajedničkih usluga radi prevoza putnika vazdušnim putem;
- (b) "glavno i stalno boravište" označava određeno i stalno boravište putnika u vreme udesa. Nacionalnost putnika nije odlučujući činilac u tom smislu.

4. Pitanja postupka regulisana su zakonom suda pred kojim se vodi postupak.

Član 34.

Arbitraža

1. Shodno odredbama ovog člana, ugovorne strane iz ugovora o prevozu robe mogu da predvide da se svaki spor o odgovornosti prevoznika prema ovoj konvenciji rešava arbitražom. Takav sporazum mora da bude sačinjen u pisanoj formi.
2. Arbitražni postupak, po izboru podnosioca zahteva, vodi se u mestu jednog od nadležnih sudova navedenih u članu 33. ove konvencije.
3. Arbitar ili arbitražni sud primenjuje odredbe ove konvencije.
4. Odredbe st. 2. i 3. ovog člana smatraju se delom svake arbitražne klauzule ili sporazuma i svaka odredba takve klauzule ili sporazuma koja je protivurečna tome je ništava.

Član 35.

Zastarelost

1. Pravo na naknadu štete zastareva ako tužba nije podneta u roku od dve godine od dana dolaska vazduhoplova na odredište ili od dana kada je vazduhoplov trebalo da stigne na odredište ili od dana kada je prevoz obustavljen.
2. Način izračunavanja tog roka utvrđuje zakon suda pred kojim se vodi postupak.

Član 36.

Uzastopni prevoz

1. Prilikom prevoza koji obavlja više uzastopnih prevoznika, a koji odgovara definiciji iz stava 3. člana 1. ove konvencije, svaki prevoznik koji prihvati putnike, prtljag ili robu podleže pravilima ove konvencije i smatra se jednom od strana u ugovoru o prevozu za deo prevoza koji se odvija pod njegovim nadzorom.
2. Kada se radi o ovoj vrsti prevoza, putnik ili lice koje ima pravo na naknadu štete može da pokrene postupak protiv prevoznika koji je obavljao prevoz u vreme udesa ili kašnjenja, osim kada, uz izričitu saglasnost, prvi prevoznik preuzme odgovornost za čitavo putovanje.
3. U pogledu prtljaga ili robe, putnik ili pošiljalac ima pravo na pokretanje postupka protiv prvog prevoznika, a putnik ili primalac koji ima pravo na isporuku može da pokrene postupak protiv poslednjeg prevoznika, pri čemu, svaki može da pokrene postupak protiv prevoznika koji je obavljao prevoz tokom koga je došlo do uništenja, gubitka, oštećenja ili kašnjenja. Ti prevoznici su solidarno odgovorni putniku, pošiljaocu ili primaocu.

Član 37.

Pravo regresa od trećih lica

Odredbe ove konvencije ne prejudiciraju pitanje da li lice odgovorno za štetu, prema njenim odredbama, ima pravo regresa od trećeg lica.

Glava IV

Kombinovani prevoz

Član 38.

Kombinovani prevoz

1. Prilikom kombinovanog prevoza koji se obavlja delimično vazdušnim putem, a delimično drugim vidom prevoza, odredbe ove konvencije, shodno stavu 4. člana 18. primenjuju se samo na prevoz vazdušnim putem, ako za njega važe odredbe člana 1. ove konvencije.
2. Kada se radi o kombinovanom prevozu, odredbe ove konvencije ne sprečavaju strane ugovornice da u dokument o prevozu vazdušnim putem unesu uslove koji se odnose na ostale vidove prevoza, pod uslovom da se poštuju odredbe ove konvencije u pogledu prevoza vazdušnim putem.

Glava V

Prevoz vazdušnim putem koji obavlja lice koje nije ugovorni prevoznik

Član 39.

Ugovorni prevoznik – stvarni prevoznik

Odredbe ove Glave primenjuju se kada neko lice (u daljem tekstu: "ugovorni prevoznik"), kao principal, zaključi, na osnovu ove konvencije, ugovor o prevozu sa nekim putnikom ili pošiljaocem ili sa nekim licem koje nastupa u ime putnika ili pošiljaoca, a neko drugo lice (u daljem tekstu: "stvarni prevoznik") obavlja, na osnovu ovlašćenja ugovornog prevoznika čitav ili deo prevoza, ali nije u pogledu tog dela uzastopni prevoznik u smislu ove konvencije. To ovlašćenje se pretpostavlja u nedostatku dokaza o suprotnom.

Član 40.

Odgovornost ugovornog i stvarnog prevoznika

Ako jedan stvarni prevoznik obavlja čitav ili deo prevoza koji je prema ugovoru iz člana 39. regulisan ovom konvencijom, i ugovorni i stvarni prevoznik podležu pravilima ove konvencije, ako nije drugačije predviđeno u ovoj Glavi, i to: ugovorni prevoznik za čitav prevoz predviđen ugovorom, a stvarni prevoznik samo za prevoz koji obavlja.

Član 41.

Međusobna odgovornost

1. Kod prevoza koji obavlja stvarni prevoznik, postupci i propusti stvarnog prevoznika, kao i njegovih zaposlenih i agenata koji vrše svoju dužnost, smatraju se i postupcima i propustima ugovornog prevoznika.
2. Postupci i propusti ugovornog prevoznika, njegovih zaposlenih i agenata koji vrše svoju dužnost, u odnosu na prevoz koji obavlja stvarni prevoznik, smatraju se postupcima i propustima stvarnog prevoznika. Takavi postupci i propusti ne izlažu

stvarnog prevoznika odgovornosti koja premašuje iznose navedene u čl. 21, 22, 23. i 24. Poseban sporazum prema kome ugovorni prevoznik preuzima obaveze koje nisu predviđene ovom konvencijom, ili odricanje od prava ili mogućnosti odbrane datih ovom konvencijom, ili svaka posebna deklaracija o dobiti u isporuci na odredištu predviđena u članu 22, ne utiče na stvarnog prevoznika, osim ako se on ne saglasi.

Član 42.

Primalac žalbi i instrukcija

Žalba ili nalog koji se na osnovu ove konvencije upućuju prevozniku, imaju isto dejstvo, bez obzira da li su upućeni ugovornom ili stvarnom prevozniku. Nalozi iz člana 12. ove konvencije imaju dejstvo samo ako se upute ugovornom prevozniku.

Član 43.

Zaposleni i agenti

U odnosu na prevoz koji obavlja stvarni prevoznik, svaki zaposleni ili agent tog prevoznika ili ugovornog prevoznika, koji dokaže da je vršio svoju dužnost, ima pravo da se pozove na uslove i ograničenja odgovornosti koji su predviđeni ovom konvencijom za prevoznika, čiji je on zaposleni ili agent, osim ako se dokaže da je postupao na način koji onemogućava pozivanje na ograničenje odgovornosti, u skladu sa ovom konvencijom.

Član 44.

Objedinjavanje šteta

Za prevoz koji obavlja stvarni prevoznik, ukupan iznos koji se može naplatiti od njega, ugovornog prevoznika, njihovih zaposlenih i agenata koji vrše svoju dužnost, ne sme da premaši najveći iznos koji bi mogao, prema ovoj konvenciji, da se odredi ugovornom ili stvarnom prevozniku, ali nijedno od navedenih lica nije odgovorno za iznos koji prelazi ograničenje u odnosu na to lice.

Član 45.

Primalac zahteva

Za prevoz koji obavlja stvarni prevoznik, postupak za naknadu štete može, po izboru tužioca, da se pokrene protiv tog prevoznika ili ugovornog prevoznika ili protiv obojice, zajedno ili odvojeno. Ako se postupak pokrene samo protiv jednog od ovih prevoznika, taj prevoznik ima pravo da zahteva od drugog prevoznika da se pridruži sudskom postupku, a postupak i posledice su regulisani zakonom suda pred kojim se vodi postupak.

Član 46.

Dodatna nadležnost

Svaki postupak za naknadu štete predviđen u članu 45. mora da se pokrene, po izboru tužioca, na teritoriji jedne od država ugovornica ili pred sudom u kome postupak može da se pokrene protiv ugovornog prevoznika, kao što je predviđeno u članu 33. ove konvencije, ili pred sudom koji je nadležan u mestu u kome stvarni prevoznik ima stalno mesto boravka ili sedište.

Član 47.

Nevaženje ugovornih odredaba

Svaka ugovorna odredba koja teži oslobađanju ugovornog ili stvarnog prevoznika od odgovornosti prema ovoj Glavi ili utvrđivanju niže granice odgovornosti od one koja je propisana ovom Glavom, ništavna je i nevažeća. Međutim, ništavost svake takve odredbe ne podrazumeva ništavost celog ugovora koji i dalje podleže odredbama ove Glave.

Član 48.

Međusobni odnosi ugovornog i stvarnog prevoznika

Izuzev kako je predviđeno u članu 45. ove konvencije, ni jedna odredba iz ove Glave ne utiče na međusobna prava i obaveze prevoznika, uključujući i svako pravo na traženje odštete ili obeštećenja.

Glava VI

Ostale odredbe

Član 49.

Obavezna primena

Svaka klauzula iz ugovora o prevozu i svi posebni sporazumi zaključeni pre nastanka štete, koji svojom sadržinom upućuju da ugovorne strane krše pravila utvrđena ovom konvencijom, bilo donošenjem odluke o zakonu koji će se primeniti ili promenom pravila u pogledu nadležnosti, postaje ništavna i nevažeća.

Član 50.

Osiguranje

Države ugovornice zahtevaju od svojih prevoznika da imaju odgovarajuće osiguranje koje pokriva njihovu odgovornost prema ovoj konvenciji. Država ugovornica može da zahteva od prevoznika koji obavlja prevoz na njenoj teritoriji da dostavi dokaz o posedovanju odgovarajućeg osiguranja koje pokriva njegovu odgovornost prema ovoj konvenciji.

Član 51.

Prevoz koji se obavlja u vanrednim okolnostima

Odredbe čl. 3, 4, 5, 7. i 8, koje se odnose na dokumentaciju o prevozu, ne primenjuju se u slučaju prevoza koji se obavlja u vanrednim okolnostima, izvan uobičajene delatnosti prevoznika.

Član 52.

Definicija dana

Izraz "dani" u ovoj konvenciji označava kalendarske, a ne radne dane.

Glava VII

Završne klauzule

Član 53.

Potpisivanje, ratifikacija i stupanje na snagu

1. Ova konvencija je otvorena za potpisivanje u Montrealu 28. maja 1999. godine, od strane država učesnica Međunarodne konferencije o vazduhoplovnom pravu, održane u Montrealu od 10. do 28. maja 1999. godine. Posle 28. maja 1999. godine, Konvencija je otvorena za sve države radi potpisivanja u sedištu Međunarodne organizacije civilnog vazduhoplovstva, u Montrealu, dok ne stupi na snagu u skladu sa stavom 6. ovoga člana.
2. Ova konvencija je, na sličan način, otvorena za potpisivanje od strane regionalnih organizacija za ekonomske integracije. Za potrebe ove konvencije "regionalna organizacija za ekonomske integracije" označava svaku organizaciju koju su osnovale suverene države u datom regionu, koja je nadležna za neka pitanja regulisana ovom konvencijom i koja je ovlašćena da potpiše, ratifikuje, prihvati ili pristupi ovoj konvenciji. Pozivanje na "državu ugovornicu" ili "države ugovornice" u ovoj konvenciji drugačije nego u stavu 2. člana 1, stavu 1. pod (b) člana 3, članu 5. pod b), čl. 23, 33, 46. i članu 57. pod b) primenjuje se podjednako na regionalnu organizaciju za ekonomske integracije. Za potrebe člana 24. pozivanje na "većinu država ugovornica", i "jednu trećinu država ugovornica" ne primenjuje se na regionalnu organizaciju za ekonomske integracije.
3. Ova konvencija podleže ratifikaciji od strane država i regionalnih organizacija za ekonomske integracije koje su je potpisale.
4. Svaka država ili regionalna organizacija za ekonomske integracije koja ne potpiše ovu konvenciju može da je prihvati, odobri ili joj pristupi, u svako doba.
5. Instrumenti o ratifikaciji, prihvatanju, odobravanju ili pristupanju deponuju se kod Međunarodne organizacije civilnog vazduhoplovstva, koja je određena za depozitara.
6. Konvencija stupa na snagu šezdesetog dana od dana deponovanja kod depozitara tridesetog instrumenta o ratifikaciji, prihvatanju, odobravanju ili pristupanju za države koje su deponovale taj instrument. Instrument deponovan od strane regionalne organizacije za ekonomske integracije ne računa se za potrebe ovog stava.
7. Za ostale države i druge regionalne organizacije za ekonomske integracije ova konvencija stupa na snagu šezdeset dana od dana deponovanja instrumenta o ratifikaciji, prihvatanju, odobravanju ili pristupanju.
8. Depozitar odmah obaveštava sve potpisnice i države ugovornice o sledećem:
 - (a) o svakom potpisivanju ove konvencije i datumu istog;
 - (b) o svakom deponovanju instrumenta o ratifikaciji, prihvatanju, odobravanju ili pristupanju i datumu istog;
 - (c) o danu stupanja ove konvencije na snagu;
 - (d) o danu stupanja na snagu svake revizije ograničenja odgovornosti prema ovoj konvenciji;
 - (e) o svakom otkazivanju prema članu 54. ove konvencije.

Član 54.

Otkazivanje

1. Svaka država ugovornica može da otkáže ovu konvenciju dostavljanjem pismenog obaveštenja depozitaru.
2. Otkazivanje stupa na snagu sto osamdeset dana od dana kada depozitar primi obaveštenje.

Član 55.

Povezanost sa drugim instrumentima Varšavske konvencije

Ova konvencija ima prednost nad svim pravilima koja se primenjuju na međunarodni prevoz vazdušnim putem:

1. između država ugovornica ove konvencije, koje su ujedno ugovornice sledećih konvencija i protokola:

- (a) Konvencija o objedinjavanju izvesnih pravila o međunarodnom prevozu vazdušnim putem potpisana u Varšavi 12. oktobra 1929. godine (u daljem tekstu "Varšavska konvencija") ;
- (b) Protokol kojim se menja Konvencija o objedinjavanju izvesnih pravila o međunarodnom prevozu vazdušnim putem potpisana u Varšavi 12. oktobra 1929. godine, sačinjen u Hagu 28. septembra 1955. godine (u daljem tekstu "Haški protokol");
- (c) Konvencija kao dopuna Varšavskoj konvenciji o objedinjavanju izvesnih pravila o međunarodnom prevozu vazdušnim putem koji obavlja neko lice pored ugovornog prevoznika, potpisana u Gvadalahari 18. septembra 1961. godine (u daljem tekstu "Konvencija iz Gvadalahare") ;
- (d) Protokol kojim se menja Konvencija o objedinjavanju izvesnih pravila o međunarodnom prevozu vazdušnim putem potpisana u Varšavi 12. oktobra 1929. godine, izmenjena i dopunjena Protokolom sačinjenim u Hagu 28. septembra 1955. godine, potpisan u Gvatemala Sitiju 8. marta 1971. godine (u daljem tekstu "Protokol iz Gvatemala Sitija") ;
- (e) Dodatni Protokol br.1 do 3. i Montrealski protokol broj 4 kojim se menja Varšavska konvencija izmenjena i dopunjena Haškim protokolom ili Varšavska konvencija izmenjena Haškim protokolom i Protokolom iz Gvatemala Sitija potpisanim u Montrealu 25. septembra 1975. godine (u daljem tekstu: "Montrealski protokoli") ili,

2. na teritoriji bilo koje pojedinačne države ugovornice ove konvencije, na osnovu činjenice da je ta država ugovornica jednog ili više napred navedenih instrumenata u pod-stavovima od (a) do (d).

Član 56.

Države sa više zakonskih sistema

1. Ako neka država ugovornica ima dve ili više teritorijalnih jedinica u kojima se primenjuju različiti zakonski sistemi u odnosu na pitanja regulisana ovom konvencijom, ona može u vreme potpisivanja, ratifikacije, prihvatanja, odobravanja ili pristupanja da izjavi da se ova konvencija proširuje na sve njene teritorijalne jedinice ili samo na jednu ili više njih i tu svoju izjavu može, u svako doba, da promeni podnošenjem druge izjave.
2. O svakoj takvoj izjavi obaveštava se depozitar, i u njoj su izričito navedene teritorijalne jedinice na koje se Konvencija odnosi.

3. U odnosu na državu ugovornicu koja je dala takvu izjavu:

- (a) pozivanje na "nacionalnu valutu" u članu 23. tumači se kao pozivanje na valutu odgovarajuće teritorijalne jedinice te države i
- (b) pozivanje na "nacionalni zakon" u članu 28. tumači se kao pozivanje na zakon odgovarajuće teritorijalne jedinice te države.

Član 57.

Rezerve

Nikakve rezerve ne mogu da se stavljaju na ovu konvenciju, osim što država ugovornica može, u svako doba, da izjavi putem obaveštenja depozitaru da se ova konvencija ne primenjuje na:

- (a) međunarodni prevoz vazdušnim putem koji obavlja i koristi neposredno ta država ugovornica u nekomercijalne svrhe, s obzirom na njene funkcije i dužnosti kao suverene države i/ili
- (b) prevoz lica, robe i prtljaga za njene vojne vlasti, na vazduhoplovu registrovanom u toj državi ugovornici ili iznajmljenom od nje, čiji je celokupan kapacitet rezervisan od strane ili u ime tih vlasti.

U POTVRDU ČEGA su niže potpisani opunomoćenici, propisno ovlašćeni, potpisali ovu Konvenciju.

SAČINJENO u Montrealu 28. maja 1999. godine, na engleskom, arapskom, kineskom, francuskom, ruskom i španskom jeziku i svi tekstovi su podjednako autentični. Ova konvencija ostaje deponovana u arhivi Međunarodne organizacije civilnog vazduhoplovstva, a njene overene kopije depozitar dostavlja svim državama ugovornicama ove konvencije, kao i svim državama ugovornicama Varšavske konvencije, Haškog protokola, Konvencije iz Gvadalahare, Protokola iz Gvatemala Sitija i Montrealskih protokola.

Član 3 .

Ovaj zakon stupa na snagu osmog dana od dana objavljivanja u „Službenom glasniku Republike Srbije – Međunarodni ugovori ”.