If the carrier invokes an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and may limit the liability of the carrier in respect of loss of, or damage to, cargo. Any liability of the carrier as a for hire and ordinary carrier for hire is limited to 19 Special Drawing Rights (SDR’s) per kilogramme until November 14, 1966. The 1975 Montreal Convention makes it possible to invoke an alternative standard. If the 1975 Montreal Convention is invoked, the carrier’s liability is limited to SDR 10,000 per货运单位 (freight unit), unless the limitation is excluded by special declaration of intent, or the limit is increased by special declaration in the contract of carriage.

In the event that either the Warsaw Convention or the 1975 Montreal Convention applies, the maximum liability of the carrier shall be limited to the lesser of:

1. The value actually declared in writing for carriage in each freight unit, or
2. The SDR 10,000 per货运单位 (freight unit) limitation, or
3. The SDR 19 per kilogramme limitation, or
4. The actual value of the goods, but in no event exceeding the SDR 10,000 per货运单位 (freight unit) limitation.

The carrier is not liable for the loss or damage of a货运单位 (freight unit) which the Shipper declares to be non-existent, and it shall not be liable for the death or personal injury of the Shipper or any third party resulting from the death or personal injury of the carrier’s personnel, or for the loss or damage of the货运单位 (freight unit) if any such death or personal injury is caused by the negligence or default of any person or vessel other than the carrier.

The carrier’s liability shall be reduced by the amount recoverable by the Shipper under any insurance or under any other contract or liability. If the carrier has paid any supplementary charges, the amount paid shall be deducted from the amount due to the Shipper under this Convention. If the goods have been declared to be non-existent, the carrier shall not be liable for any damage to the cargo which occurred as a result of such declaration.

The carrier’s liability under this Convention is limited to the amount that is recoverable by the Shipper under any insurance or under any other contract or liability. If the carrier has paid any supplementary charges, the amount paid shall be deducted from the amount due to the Shipper under this Convention. If the goods have been declared to be non-existent, the carrier shall not be liable for any damage to the cargo which occurred as a result of such declaration.