IN CARRIAGE WHICH EITHER THE WARSAW CONVENTION OR MONTREAL CONVENTION APPLY OR TO WHICH FOR ANY REASON LIABILITY LIMIT UNDER THE CONVENTION IS DETERMINED TO EXCEED THE FOLLOWING LIMITS: 

(b) For the purposes of subparagraph (a) above, in the case of damage to the goods immediately after discovery of the damage and but in any case not later than 14 days from the date of arrival of the goods at destination, the limits of liability shall be the lower of (i) the amount claimed by the Shipper and in respect thereof shown on the face hereof or borne by the Carrier (whichever is the lesser), (ii) the amount of any insurance issued by the Carrier. For cargo held or to be held in Carrier’s or Customs Terminal custody or in storage under the control of the Carrier, the insurance holder shall bear the burden of proof to establish the limits of liability based on the amount of the insurance.

(c) No insurance or limitation of liability or other provision hereunder relating to cargo shall be held to prejudice the right of any person entitled to the possession of the goods and servants and agents of any of them, including without limitation sub-carriers, connecting carriers, consignors, receivers, consignees, or any other person entitled to the possession of the goods and servants and agents of any of them, to perform any act or in any manner enforce any lien or right of salvage, or to resort to any other legal remedy in respect of the goods, their transportation, or their delivery. In no event shall any provisions and limitations of this contract be deemed to modify the rights available to any such person under law, including but not limited to attorney fees and costs and other legal fees, incurred in exercise of said lien plus interest on those costs. The Carrier shall have the right to sell the goods and documents by public auction or private treaty or sale, without notice to the Shipper and at the Shipper’s expense and without any liability towards the Shipper.

In no event shall any provisions of these Conditions be construed to modify the rights available to any such person under law, including but not limited to attorney fees and costs and other legal fees, incurred in exercise of said lien plus interest on those costs. The Carrier shall have the right to sell the goods and documents by public auction or private treaty or sale, without notice to the Shipper and at the Shipper’s expense and without any liability towards the Shipper.