

latter's office at Unit 401 Fortune Bldg., 144 Pasig sent by Plaintiff to Defendant and LBC Tracking Blvd., Brgy. Bagong Ilog, Pasig City. No. 1272-6030-1241

I am executing this Judicial Affidavit to serve Counsel: Witness handed over to this representation my direct testimony in the instant Complaint. Defendant and LBC Tracking No. 1272-6030-1241, fully, based on my personal knowledge and authentic documents, fully conscious that I do so under oath, and that I may face criminal liability for false testimony or perjury.

1. Q: Please state your name, address, and other personal circumstances.

A: I am Melody Love Flores, single, of legal age, Filipino, and with resident address at Unit No. F-2202, Fil-Estate Renaissance Tower, Meralco Avenue, Barangay Ugong, Pasig City, 1604.

2. Q: Are you the same Melody Love Flores, the Plaintiff in the instant case?

A: Yes, I am the same Melody Love Flores who is the Plaintiff in the instant case.

3. Q: Do you know the Defendant in the instant case?

A: Yes

4. Q: How do you know the Defendant?

A: I know the Defendant because I purchased his three-bedroom condominium unit inclusive of two (2) assigned parking slots located at Fil-Estate Renaissance Towers and covered by Condominium Certificate of Title ("CCT") No 011-2015000689 (Subject Property) from Defendant in 2015.

5. Q: You mentioned that you purchased the Subject Property from Defendant, do you have proof of that?

A: Yes, I have with me copies of the Deed of Absolute Sale dated 18 December 2015 ("Subject Contract") and Condominium Certificate of Title ("CCT") No. 011-2015000689.

Counsel: Witness handed over to this representation copies of the Deed of Absolute Sale dated 18 December 2015 and Condominium Certificate of Title (CCT) No. 011-2015000689, with a request that the same be marked as Exhibits "A" and "B" for the Plaintiff.

6. Q: After the execution of the Subject Contract, what happened next?

A: I occupied and renovated the Subject Property, paid for the condominium dues, utilities expenses, internet services, miscellaneous expenses and real estate tax. Basically, I exercised all my rights and obligations as the owner of the Subject Property.

7. Q: Do you have proof of that?

A: Yes, I have with me copies of the Certification dated 4 August 2015 issued by Renaissance Tower 1000, Official Receipts for the payment of Association Dues, Utilities Expenses, and Miscellaneous Expenses from year 2015 up to the present year issued by Renaissance Tower 1000, Certification issued SKY Cable, Statements of Account issued by Converse Inc. and Official Receipts for the payment of Real Estate Tax

Counsel: Witness handed over to this representation copies of Certification dated 4 August 2015 issued by Renaissance Tower 1000, Official Receipts for the payment of Association Dues, Utilities Expenses, and Miscellaneous Expenses Issued by Renaissance Tower 1000, Certification Issued by SKY cable, Statements of Account issued by Converse Inc., and Official Receipts for the payment of Real Estate Tax, with a request that the same be marked as Exhibits "C", "D est. seq.", "E", "F est. seq.", and "G est. seq.", for the Plaintiff.

8. Q: What happened next, if any?

A: In 2020, I reached out to Defendant for the turnover of the Subject Title to me so that I can transfer the Subject Title in my name.

9. Q: What happened next, if any?

A: Defendant did not respond to my calls, text, and emails.

10. Q: What happened next, if any?

A: I was alarmed so I decided to annotate the sale in the Subject Title.

11. Q: Do you have proof of that?

A: Yes, on page three (3) of Condominium Certificate of Title (CCT) No. 011-2015000689 is Memorandum of Encumbrances with Entry No. 2019010457 dated August 13, 2019 2:23:34. Counsel: It is requested that Memorandum of Encumbrances with Entry No. 2019010457 dated August 13, 2019 2:23:34 found on page three (3) of Exhibit "B" be bracketed and sub-marked as Exhibit "B-1."

12. Q: What did you do next, if any?

A: I continued to reach out to Defendant however, he also continued to ignore me.

13. Q: What happened next, if any?

A: I learned that Defendant annotated his marriage into the Subject Title.

14. Q: Do you have proof of that?

A: Yes, on page three (3) of Condominium Certificate of Title (CCT) No. 011-2015000689 is Memorandum of Encumbrances with Entry No. 2021005702 dated July 19, 2021 08:35:25 AM.

Counsel: It is requested that Memorandum of Encumbrances with Entry No. 2021005702 dated July 19, 2021 08:35:25 AM found on page three (3) of Exhibit "B" be bracketed and sub-marked as Exhibit "B-2."

15. Q: What is the civil status of the Defendant during the time that he executed the Deed of Absolute Sale?

A: He is single during that time.

16. Q: How did you feel after learning about this, if any?

A: I was shocked, betrayed, and dumbfounded because Defendant already sold the Subject Property to me but he continues to refuse to turn over the Subject Title and now registered his marriage therein. He is violating the Subject Contract and I fear that he may not honor it.

17. Q: What did you do next, if any?

A: I was so alarmed and fearful of my rights, so I sent another letter to Defendant requesting him to turn-over the Subject Title to me.

18. Q: Do you have proof of that?

A: Yes, I have with me the undated letter

20. Q: What did you do next, if any?

A: In order to protect my rights, I was con- strained to engage the services of my lawyers and spent for attorney's fees.

21. Q: Do you have proof of that?

A: Yes, I have with me a copy of the Engage- ment Letter dated 25 March 2024.

Counsel: Witness handed over to this representa- tion a copy of Engagement Letter dated 25 March 2024, with a request that the same be marked as Exhibit "I" for the Plaintiff.

22. Q: What do you want in filing this Complaint?

A: I simply want Defendant to comply with his obligations under the Subject Contract. I want Defendant to surrender the Subject Title to me so I can process its transfer, or in case he continues to refuse the same, the cancellation of his title and issuance of a new title in my name. I also want to be reimbursed with the legal expenses I had to incur as a result of Defendant's refusal.

23. Q: Do you have anything else to add?

A: None.

Counsel: I have no further questions. Thank you, Ms Flores.

I declare, under the penalty of perjury, that I have answered the questions hereinabove asked of me, fully conscious that I do so under oath, and that I may face criminal liability for false testimony or perjury and that the answers to the foregoing questions are made in good faith, verified by me and to the best of my personally knowledge and belief, are true and correct.

IN WITNESS WHEREOF, I hereunto place my hand and affix my signature on this SEPTEMBER 17, 2024 in PASIG CITY

MELODY LOVE FLORES
Affiant

SUBSCRIBED AND SWORN to before me this SEPTEMBER 17, 2024 at Pasig City, affiant exhibited to me her Driver's License No. N01-97-217148.

Doc. No. 331;
Page No. 68;
Book No. 6;
Series of 2024.

ATTY. MARY JANE V. FLORES-BALAGTAS
Notary Public
Pasig, Pateros, San Juan
Valid Until December 31, 2025
IBP O.R. No. 306329/01.21.23/RSM
PTR O.R. No. AA 2354457/05.21.24/ ASIG CITY
ROLL NO. 42280
MCLE Compliance No. VII-457302/5.28.2024
Valid Until 14 April 2025
Ground Flr. Armal Centro U. Velasco, Ave. Malinao, Pasig City

ATTESTATION

I, **ATTY. JENNETT MARIEM, PASCUAL** Filipino, of legal age with office address at Unit 401 Fortune Building, 144 Pasig Boulevard, Pasig City, after having been duly sworn in accordance with law, hereby depose and state that:

I have personally conducted the above examination of **MELODY LOVE FLORES ("Ms. Flores")** on 11 June 2024 at Unit 401 Fortune Building, 144 Pasig Boulevard, Pasig City, Metro Manila, Philippines.

During the examination of Ms. Flores, I have faithfully recorded and/or caused to be recorded the questions asked and her corresponding answers thereto; and

Neither I nor any person then present or assisting, coached Ms. Flores regarding her answers to the questions propounded

IN WITNESS WHEREOF, I hereunto affix my signature this SEPTEMBER 17, 2024 day of PASIG CITY, 2024.

ATTY. JENNETT MARIE M. PASCUAL
Affiant

SUBSCRIBED AND SWORN to before me on SEPTEMBER 17, 2024 in Pasig City affiant being personally known to me and exhibiting to me the following competent evidence of her identity, i.e. Driver's License No. N03-07-019171 as of July 19, 2021 08:35:25 AM found on page three (3) of Exhibit "B" bearing her photograph and signature.

Doc. No. 332;
Page No. 68;
Book No. 6;
Series of 2024.

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A grid of 180 exhibit pages, arranged in 10 columns and 18 rows. Each page is labeled with an exhibit number (e.g., EXHIBIT 'A', EXHIBIT 'B-1', EXHIBIT 'C', EXHIBIT 'D-1', EXHIBIT 'E', EXHIBIT 'F', EXHIBIT 'G', EXHIBIT 'H', EXHIBIT 'I', EXHIBIT 'J', EXHIBIT 'K', EXHIBIT 'L', EXHIBIT 'M', EXHIBIT 'N', EXHIBIT 'O', EXHIBIT 'P', EXHIBIT 'Q', EXHIBIT 'R', EXHIBIT 'S', EXHIBIT 'T', EXHIBIT 'U', EXHIBIT 'V', EXHIBIT 'W', EXHIBIT 'X', EXHIBIT 'Y', EXHIBIT 'Z'). The exhibits include various legal documents such as: Official Receipts, Certifications, Statements of Account, Deeds of Absolute Sale, Condominium Certificates of Title, Driver's Licenses, and Affidavits. Some pages feature logos for SKY and CONVERSE. The documents are densely packed with text, tables, and signatures.

8.2 Unchecked Baggage
All Unchecked Baggage must comply with ZIPAIR's Regulations. Passengers may carry into the cabin a maximum of two pieces of baggage at no charge, provided that (a) the first item of Baggage is no bigger than 40 X 25 X 55 cm, (b) the second item of Baggage is no bigger than 35 x 25 x 45 cm and (c) their total weight shall be no more than 7 kg. If a Passenger carries Baggage that exceeds this weight, the Passenger will be charged according to ZIPAIR's Regulations.
A Passenger shall not carry into the cabin any Unchecked Baggage which ZIPAIR deems cannot be stowed safely in the cabin. Sharp knives, articles intended for cutting, and sports equipment should be placed in Checked Baggage, and shall not be brought into the cabin as Unchecked Baggage. This applies regardless of the material, type and size of such articles. If such items are included in a Passenger's Unchecked Baggage, they may be disposed of without notice and will not be returned.
If a Passenger is in possession of a syringe or needle, the Passenger shall declare such possession at the security checkpoint and shall present documentation or identification confirming the Passenger's medical condition, such as a diagnosis certificate by a qualified medical doctor.
ZIPAIR shall not be liable for any items refused to be carried or not carried as Baggage.

8.3 Checked Baggage
Carriage of Checked Baggage will be accepted if a Passenger pays the ancillary service charge specified in ZIPAIR's Regulations or if required by and in accordance with the Fare Rules. The method of collecting such ancillary service charges will be governed by ZIPAIR's Regulations.
Strollers, child seats, wheelchairs, and any other mobility aids required by the Passenger are accepted free of charge in accordance with ZIPAIR's Regulations.
The following items cannot be accepted as Checked Baggage:
items of which the sum of length, height and width exceeds 203 cm (80 inches);
items which weigh more than 32 kilograms (70 pounds);
fragile, delicate or perishable items (including electronic devices such as cameras);
money, jewellery, precious metals, silverware and any other items ZIPAIR considers to hold special value;
negotiable papers, share certificates, securities or other valuable documents;
product samples;
documents that prove a Passenger's identity such as passports and other travel documents;
and/or items which are not properly packed in a suitcase or other suitable container to ensure safe carriage with ordinary care in handling.
ZIPAIR shall not be liable for any loss, inconvenience or damage suffered by a Passenger if he/she has failed to comply with ZIPAIR's requirements in relation to Checked Baggage.
ZIPAIR will use reasonable endeavours to ensure that the Checked Baggage of a Passenger is carried on the same aircraft as the Passenger provided that, if ZIPAIR deems it difficult or impracticable, ZIPAIR may carry the Checked Baggage on any other flight in which such Baggage can be loaded within the maximum weight allowance or by any other transportation service.

8.4 Collection of Checked Baggage
A Passenger shall claim and receive his/her Baggage as soon as reasonably possible after it becomes receivable at the destination after checking the number on the Baggage Identification Tag and Baggage Identification Tag Receipt. Acceptance of delivery of Baggage by the bearer of the Baggage Identification Tag Receipt without his/her written complaint at the time of the delivery shall be understood to generally constitute evidence that the Baggage has been delivered in good condition and in accordance with the contract of Carriage. If a Passenger cannot find his/her Checked Baggage, the Passenger shall produce his/her Baggage Identification Tag Receipt to ZIPAIR or its appointed representative as soon as possible. ZIPAIR may, unless precluded by property, Applicable Laws and if time and other circumstances permit, deliver Checked Baggage to the bearer of a Baggage Identification Tag Receipt at the place of departure or to the unscheduled stopping place if he/she requests such delivery. In this case, ZIPAIR will not refund any charges paid for such Baggage.

8.5 Release of Checked Baggage by ZIPAIR
If a person claiming Baggage is not in possession of a Baggage Identification Tag Receipt, ZIPAIR will release the Baggage to such Passenger only if he/she produces adequate proof of entitlement to it; and undertakes in writing to ZIPAIR that the Passenger will reimburse ZIPAIR for any loss, damage or expense incurred as a result of that release. ZIPAIR shall not be obligated to ascertain that the bearer of a Baggage Identification Tag Receipt is truly entitled to accept delivery of the Baggage. ZIPAIR shall not be liable for any damage arising out of or in connection with its failure to so ascertain.

8.6 Disposal of Baggage by ZIPAIR
If a Passenger does not collect his/her Checked Baggage and the Passenger has not claimed it within 30 Days after the arrival date of flight, unless otherwise specified in Applicable Laws, ZIPAIR may dispose of such Baggage without notifying the Passenger and without any liability on ZIPAIR's part.
In addition, if ZIPAIR stores and delivers the Baggage, the Passenger shall be responsible for such storage and delivery costs.
ZIPAIR shall not be liable for any loss a Passenger may suffer as a result of the Passenger leaving any belongings in the cabin or in the airport terminal.

8.7 Collection of Incorrect Baggage
If a Passenger collects the wrong Baggage from the baggage carousel, it is the Passenger's responsibility to immediately return the Baggage, at the Passenger's own cost, to ZIPAIR or its appointed representative at the airport where the Passenger collected it.

8.8 Service Dogs
An assistance or service dog accompanying a Passenger with a disability to assist such Passenger together with a container and food will, subject to ZIPAIR's Regulations, be carried in cabin free of charge, provided that the Passenger shall provide ZIPAIR with evidence in the form of an identification card or other written documentation satisfactory to ZIPAIR that the dog is the Passenger's service dog. ZIPAIR will accept Carriage of a service dog subject to the condition that a Passenger shall observe ZIPAIR's Regulations and shall be fully responsible for such service dog, and provided always that ZIPAIR shall not be liable for injury to, sickness or death of such service dog.

9. CHECK-IN
A Passenger is required to present his/her valid Itinerary and identification documents or identity verification documents indicated as required by ZIPAIR when checking in. In addition, when boarding an aircraft, it is necessary for a Passenger to present his/her valid boarding pass and documents indicated as required by ZIPAIR at the boarding gate. In the absence of such items and documents, ZIPAIR may refuse to carry the Passenger.
A Passenger must arrive at ZIPAIR's check-in counter and the boarding gate by the times indicated by ZIPAIR or, if no time is indicated, sufficiently in advance of the flight departure such that there is sufficient time for the Passenger to have check-in and departure procedures completed by the departure time of the flight. If a Passenger fails to arrive at ZIPAIR's check-in counter or the boarding gate by the time indicated

by ZIPAIR or is unable to depart due to improper or incomplete exit, entry or any other necessary documentation required for his/her departure, ZIPAIR may cancel his/her reservation of a seat and will not delay the flight for the Passenger. Unless otherwise specified in Applicable Laws, applicable fare, ancillary service charges and other charges A Passenger shall submit to any security check required by government or airport officials or by ZIPAIR, unless it is specifically deemed unnecessary by government or airport officials or by ZIPAIR.
ZIPAIR or any government or airport official will inspect the contents of a Passenger's Baggage by opening his/her Baggage and/or by using some device in the presence of the Passenger concerned or a third person, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason. Notwithstanding the foregoing, ZIPAIR may inspect the Passenger's Baggage in his/her or a third person's absence to see whether he/she is in possession of, or his/her Baggage contains, any prohibited item referred to in Article 9.1 (Prohibited Items).
ZIPAIR or any government or airport official will search a Passenger's articles by touching the Passenger through his/her clothes and personal fittings including wigs or by using instruments such as a metal detector, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason.
When a Passenger does not agree with ZIPAIR's inspection as specified in sub-paragraph (2) of this Article, ZIPAIR will refuse to carry such a Passenger's Baggage. When a Passenger does not agree with ZIPAIR's search as specified in sub-paragraph (3) of this Article, ZIPAIR will refuse to carry such a Passenger. When such prohibited items as specified in Article 8.1 (Prohibited Items) have been found as a result of such inspection or search as specified in sub-paragraphs (2) or (3) of this Article, ZIPAIR may refuse to carry such Baggage, or may dispose of such Baggage.

11. REFUSAL AND LIMITATION OF CARRIAGE
11.1 Right to Refuse Carriage, Etc.
ZIPAIR may refuse Carriage of, or remove, any Passenger, and his/her Baggage will be handled in the same way, if ZIPAIR determines in its reasonable discretion that the Passenger has failed to comply with any applicable law, rule, regulation or order of these Conditions of Carriage; the Passenger may unlawfully seek to enter a country through which he/she is in transit by means of destroying his/her documentation required for exit, entry or other purposes or other ways;
the Passenger has refused to accept ZIPAIR's request by reason of protecting an unlawful entry to a country that he/she surrenders his/her documentation required for exit, entry or other purposes to be held by a crew member in exchange of ZIPAIR's receipt thereof; the Passenger has committed misconduct on a previous flight and ZIPAIR is not satisfied with his/her conduct;
the Passenger has refused to allow a security check to be carried out on the Passenger or his/her Baggage; the Passenger has a serious illness/injury, infectious disease or is suspected to have an infectious disease;
the Passenger may cause discomfort or makes himself/herself objectionable to other Passengers;
the Passenger has failed to complete the check-in process by the required time or fails to arrive at the boarding gate on time;
the Passenger does not have the necessary documentation for carrying the Passenger or the Baggage required for exit, entry or other purposes or other ways;
the Passenger may cause harm to himself/herself or to other persons or an aircraft or any other property;
the Passenger obstructs ground staff or any crew member in performing his/her duties; or the Passenger has failed to comply with any instruction of ground staff or any crew member;
the Passenger uses threatening, abusive or insulting words towards ground staff or any crew member of the aircraft or other passenger or otherwise behaves in a threatening manner;
the Passenger is drunk or under the influence of alcohol or drugs;
the Passenger has not complied with the medical requirements in ZIPAIR's Regulations; or the Passenger's mental or physical state is a danger or risk to the Passenger, the aircraft or any person in it;
the Passenger smokes in aircraft cabin (an act of smoking includes use of cigar cigarette, electronic cigarette, electronic vaporizer style cigarettes, or any use of smoking device in aircraft cabin.);
the Passenger has refused to or has failed to pay any applicable fares, charges or taxes; the Passenger cannot prove that the Passenger is the person specified in the Booking or which he/she wishes to travel;
the Passenger's Booking and/or Ticket cannot be confirmed;
the Passenger's Booking and/or Ticket has been acquired unlawfully;
the Passenger's Booking and/or Ticket has been acquired from someone other than ZIPAIR or its Authorized Agent; or
the Passenger's Booking and/or Ticket is counterfeit or otherwise invalid.
For the avoidance of doubt, if Carriage of a Passenger is refused in accordance with this Article

11.1 no refund of the Ticket (including any and all applicable fares, ancillary service charges and other charges) will be available. In the event the Passenger acts in a manner falling under paragraphs (10),(11),(12) and/or (13) above, ZIPAIR may take such measures as it deems necessary to prevent continuation of such conduct, including through restraint of the Passenger. If ZIPAIR determines in its reasonable discretion that it is necessary to offload the Passenger as a result of the Passenger engaging in any conduct described in this Article 11.1, the Passenger may be refused further Carriage by ZIPAIR and may be prosecuted for offences committed on board the aircraft.
The Passenger shall be responsible for and indemnify ZIPAIR for any and all costs and expenses associated with a flight diversion or landing at an unscheduled airport as a result of the Passenger engaging in any conduct described in this Article 11.1. Such costs and expenses shall include, but not be limited to, fuel, landing, take off and parking charges.

11.2 Conditional Acceptance for Carriage
If a Passenger whose status, age or mental or physical condition may cause any hazard or risk to himself/herself is carried, ZIPAIR shall not be liable for death of, or any injury, illness, wounding or disability suffered by, the Passenger or any aggravation or consequences thereof due to such status, age or mental or physical condition.

11.3 Limitation on Carriage
Acceptance of Carriage of unaccompanied Passenger who is 14 years or younger or Infants, incapacitated persons, pregnant women or persons with illness without a companion shall be subject to ZIPAIR's Regulations and may require a prior arrangement with ZIPAIR. A companion for the purposes of the paragraph above is a Passenger who is 15 years or older who can properly assist and supervise the accompanying Passenger. If the total weight of the Passengers boarding, and/or Baggage loaded in, an aircraft may exceed the maximum allowance weight with respect to the aircraft, ZIPAIR may, in accordance with ZIPAIR's Regulations, decide which Passengers and/or Baggage will

12. REFUSAL OF ENTRY AND FINES
12.1 Refusal of Entry
A Passenger shall present to ZIPAIR all exit, entry or other necessary documents required by Applicable Laws and shall permit ZIPAIR, if ZIPAIR at its reasonable discretion deems it necessary, to make and retain copies thereof. The fact that ZIPAIR carries a Passenger after presentation of exit, entry or other documents to ZIPAIR does not mean that ZIPAIR guarantees that such documents comply with the Applicable Laws. A Passenger shall indemnify ZIPAIR for any loss or damage incurred by ZIPAIR, in connection with the Passenger's failure to comply with this Article.
A Passenger shall pay the applicable fares, ancillary charges and expenses whenever ZIPAIR is required by any Applicable Laws to return the Passenger to his/her place of departure or elsewhere because the Passenger is not permitted to enter a country of transit or Destination. ZIPAIR may apply to the payment of such fares, charges and expenses any fares and/or charges paid by the Passenger to ZIPAIR for any unused portion of the Ticket or any funds of the Passenger in the possession of ZIPAIR. ZIPAIR will not refund the fare collected for Carriage to the point of such refusal of entry or deportation.

12.2 Reimbursement of costs
If ZIPAIR is ordered to pay any fine or penalty at any time, or incur any expense, costs, loss or damage ("Losses") by reason of a Passenger being denied entry into any country, or because of a Passenger's failure to comply with any law, regulation, order or requirement, or because of a Passenger's behaviour, health or medical condition, the Passenger must reimburse ZIPAIR for all Losses and all legal costs and other expenses reasonably incurred. ZIPAIR may offset these costs and Losses with applicable fares, ancillary service charges and other charges paid to ZIPAIR for non-boarded segments.

13. LIABILITY OF CARRIERS
13.1 Applicable Laws
Carriage performed by ZIPAIR shall be subject to the rules and limitations relating to liability established by the Convention as applicable to the Carriage unless such Carriage is International Carriage to which a Convention does not apply. Where a Convention is applicable it may limit the liability of ZIPAIR in respect of death or injury and for destruction or loss of, or damage to, baggage, and for delay. To the extent not in conflict with the provisions of the preceding sub-paragraph (1), any Carriage and other services to be performed or provided by ZIPAIR shall be subject to Applicable Laws; and these Conditions of Carriage and ZIPAIR's Regulations, which may be inspected at any of ZIPAIR's business offices and its offices in any airport from which it operates regular services.

13.2 Limitation of Liability
Except as otherwise provided by the Convention or Applicable Laws, ZIPAIR's liability for death of, or wounding or other bodily injury to, a Passenger, delay in arrival of a Passenger and/or his/her Baggage, or any loss of or damage to any Baggage of a Passenger (hereinafter collectively referred to as "Damage") arising out of or in connection with Carriage or other services incidental thereto performed or provided by ZIPAIR shall be as described hereinafter. If there has been contributory negligence on the part of the Passenger, ZIPAIR's liability shall be subject to the applicable law relating to contributory negligence.
ZIPAIR shall not be liable for any Damage in respect of Unchecked Baggage not attributable to negligence of ZIPAIR. Assistance rendered to a Passenger by a representative, officer, employee or agent of ZIPAIR in loading, unloading or transshipping Unchecked Baggage shall be considered as gratuitous service to the Passenger. ZIPAIR shall not be liable for any Damage directly or indirectly arising out of its compliance with any Applicable Laws, failure of a Passenger to comply with the same or any cause beyond ZIPAIR's control.
In relation to a Passenger's Baggage:
In the case of Carriage subject to the Montreal Convention, ZIPAIR's liability for Baggage shall be limited to **1,519 SDR** for each Passenger.
In the case of Carriage of Checked Baggage from or to a point or points in the United States of America, Canada or any other country provided in ZIPAIR's Regulations, ZIPAIR's liability shall also be subject to the preceding sub-paragraph (4). In the case of such Carriage, the weight of each item of Checked Baggage shall be deemed not to exceed 32 kilograms (70 pounds).
ZIPAIR shall not be liable for any Damage with respect to a Passenger's Baggage caused by the contents thereof. A Passenger whose property causes Damage to another Passenger's Baggage or the property of ZIPAIR shall indemnify ZIPAIR for all loss and expenses incurred by ZIPAIR as a result thereof.
ZIPAIR shall not be liable for any Damage to items which are included in a Passenger's Checked Baggage, if and to the extent that the damage resulted from the inherent defect, quality or vice of the item, irrespective of ZIPAIR's knowledge thereof.
ZIPAIR may refuse to accept any article which shall not constitute Baggage under these Conditions of Carriage provided that, if the article is delivered to and received by ZIPAIR, it shall be subject to the Baggage valuation and limitation of liability set forth in these Conditions of Carriage and shall be subject to the rates and charges published by ZIPAIR.
ZIPAIR shall not be liable in any event for any consequential or special damage or punitive damages arising from Carriage complying with these Conditions of Carriage and ZIPAIR's Regulations, whether or not ZIPAIR had knowledge that such damage might arise.
Unless otherwise provided in these Conditions of Carriage, ZIPAIR reserves any and all right of defence available under the Convention. ZIPAIR also reserves a right to make a subrogation claim against a third party which shall have contributed to Damage, with respect to a portion or all of any payment made by ZIPAIR in connection with the Damage.
Any exclusion or limitation of liability of ZIPAIR under these Conditions of Carriage and ZIPAIR's Regulations shall also apply to any of ZIPAIR's representatives, officers, employees or agents performing their respective duties and to any person or entity whose aircraft is used by ZIPAIR for Carriage and any of its representatives, officers, employees or agents performing their respective duties. The aggregate amount of the damages payable by ZIPAIR or its representatives, officers, employees or agents shall not exceed the amount of ZIPAIR's limitation of liability under these Conditions of Carriage.

14. TIME LIMITATIONS ON CLAIMS AND ACTIONS
14.1 Time Limitation on Claims
No claim for damage may be made in the case of damage to Baggage, unless the person entitled to delivery complains to an office of ZIPAIR forthwith after the discovery thereof and no later than 7 Days from the date of receipt; and, in the case of delay or loss, unless the complaint is made no later than 21 Days from the date on which the Baggage has been (in the case of delay) or should have been (in the case of loss) placed at his/her disposal. Every complaint must be in writing and dispatched within the time aforesaid. In case Carriage is not "International Carriage" as defined in the Convention, failure to give such notice of complaint shall not prevent a claimant from filing a suit if the claimant proves that:
it was not reasonably possible for him/her to give such notice; fraud on the part of ZIPAIR induced the claimant not to give such notice; or ZIPAIR had knowledge of the damage to the Passenger's Baggage.

14.2 Time Limitation on Actions
Any right to damages against ZIPAIR shall be extinguished unless an action is brought by the relevant Passenger within 2 years from the date of arrival at the Destination, from the date on which the aircraft ought to have arrived, or from the date on which the Carriage was terminated or cancelled.

