

6. A Contracting Party shall not be held, in dispute resolution procedures pursuant to Article 22 of this Agreement, to be in breach of a provision of this Article, unless:

- (a) it fails to undertake a review of the charge or practice that is the subject of complaint by the other Contracting Party within a reasonable amount of time; or
- (b) following such a review it fails to take all steps within its power to remedy any charge or practice that is inconsistent with this Article.

ARTICLE 14

Capacity

1. Each Contracting Party shall give the designated airlines of the other Contracting Party a fair and equal opportunity to provide the agreed services on the routes specified in this Agreement.

2. Each Contracting Party shall allow any designated airline of the other Contracting Party to determine the frequency and capacity of the agreed services it offers based on the airline's commercial considerations in the marketplace. Therefore, a Contracting Party shall not impose on the designated airline of the other Contracting Party any requirement with respect to capacity, frequency or traffic that would be inconsistent with the purposes of this Agreement. A Contracting Party shall not unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airline of the other Contracting Party, except as may be required for customs and other government inspection services or for technical or operational reasons under uniform conditions and consistent with Article 15 of the Convention.

3. Each Contracting Party, through its aeronautical authorities, may require the designated airlines to file schedules or timetables, for information purposes, not later than twenty (20) days prior to the operation of new or revised services or within a shorter period as may be accepted by those authorities. If the aeronautical authorities of a Contracting Party require filings for information purposes, they shall keep to a minimum the administrative burden on the designated airlines of the other Contracting Party.