

## AIRPORT CHARGES TARIFF AT WARSAW CHOPIN AIRPORT

### 1. GENERAL PROVISIONS AND DEFINITIONS

- 1.1. Airport charges are collected by 'Polish Airports' State Enterprise, hereinafter referred to as 'PPL', the operator of Warsaw Chopin Airport, entered in the register of airports kept by the President of the Civil Aviation Authority.
- 1.2. Airport charges are levied for the use of facilities, systems or services provided by PPL, connected with aircraft take-off, landing, lighting and parking operations or processing of passengers. The airport charges are levied irrespective of air navigation charges, ground handling charges, fees for access to airport systems and spaces and centralised infrastructure charges, PRM charge, coordination fees or charges for other services not specified in this document.
- 1.3. The airport charges for standard services include:
  - a) landing charge,
  - b) noise charge,
  - c) passenger charge,
  - d) parking charge.
- 1.4. Airport charges for additional services include:
  - a) the charge for securing the aircraft refuelling process.
- 1.5. The use of the services provided by PPL, for which airport charges are levied, is tantamount to customer's acceptance of all charges and conditions set out in this document.
- 1.6. Definitions:
  - 1.6.1. **Maximum take-off mass (MTOM/MTOW)** – the maximum permissible take-off mass (or maximum take-off weight) specified in the noise certificate, aircraft flight manual or in another official document acknowledged by PPL.
  - 1.6.2. **Aircraft operator** – an aircraft owner or any other entity registered as an aircraft operator in the aircraft register kept by the state where the aircraft is registered.
  - 1.6.3. **Customer** – a natural person, a legal entity or an organisational unit without legal personality to whom PPL provides facilities, systems or services referred to in point 1.2. A customer may be one of the following:
    - a) an aircraft operator,
    - b) other entity using aircraft during an aircraft movement, in particular:
      - an air carrier whose code is given to a flight, and in the case when take-off or landing operations are performed under code-share agreements – an air carrier who actually performs a particular operation,
      - a natural person, a legal entity or an organisational unit without legal personality that is not the aircraft owner and operates an aircraft under a rent, lease, lending for use or a similar agreement authorising the operation of a particular aircraft.
  - 1.6.4. **Air carrier** – a customer authorised to perform air transport operations under a licence – in the case of a Polish air carrier, or under a relevant act issued by competent authorities of a foreign state – in the case of a foreign air carrier.
  - 1.6.5. **Passenger** – a person on board an aircraft at the time of take-off or landing who is not a member of the crew.

- 1.6.6. **Transfer passenger** – a passenger who after arrival at Warsaw Chopin Airport has left the aircraft and continues his or her air journey to an airport other than the originating airport using the same ticket, provided that the difference between the scheduled time of arrival and the scheduled time of departure from Warsaw Chopin Airport does not exceed 24 hours.
- 1.6.7. **Direct transit passenger** – a passenger who arrives at Warsaw Chopin Airport and continues his or her journey without disembarking.
- 1.6.8. **Regular air transport services** – air transport services where on each flight seats dedicated to passenger, baggage, cargo or mail transport are offered for sale to the public, and air transport is performed between the same points according to the published flight schedule or in regular intervals, or with a frequency indicating the flights are performed on a regular basis.
- 1.6.9. **Commercial flight** – a flight connected with a commercial landing, i.e. a landing with the purpose of taking on board or unloading passengers, baggage, freight or mail, carried against payment.
- 1.6.10. **Scheduled flight** – a commercial flight, marked with code „J” flight type (for passenger flight), performed as part of regular air transport services by a carrier authorised to carry out regular air transport services on the route on which such flight is performed, as required by the Polish law.
- 1.6.11. **Intra-European routes** – routes to/from Warsaw Chopin Airport from/to airports assigned ICAO codes beginning with letters: E, L (except for LL, LV, Madeira and Azores airports), UK, UL, UM, UR, UU, UW, BI and BK. Other routes are considered **non-European routes**.
- 1.6.12. **Cumulated noise margin** – a total of differences between the permissible noise level and that set out for a particular aircraft in its noise certificate basing on noise measurements at reference points; the permissible noise levels and reference points are specified in Annex 16, Part II, Volume 1 of the Convention on International Civil Aviation. If there is no aircraft noise certificate, the parameter is determined based on the aircraft flight manual.
- 1.7. The goods and services tax (VAT) is added to the applicable charges in the amount specified in the regulations of the Polish law effective on the day the service is provided. On the date of publication of this document, VAT of 0% applies to services provided to air carriers operating mainly international transport. A 23% VAT applies to other services.
- The 0% VAT rate can be applied if:
- a) the carrier is entered on the list of air carriers operating mainly international flights, announced by the President of the Polish Civil Aviation Authority – with respect to carriers having their business seat on the territory of Poland,
  - b) the carrier is authorised to operate international flights pursuant to an appropriate deed issued by the relevant authority of the state where the given carrier has its seat, in particular a concession or an air carrier certificate, or if the carrier is entered on the list of air carriers operating mainly international flights, announced by the relevant authority of the state where the given carrier has its seat – with respect to carriers having their business seat outside Poland.
- 1.8. Customers are obliged to submit to PPL, by e-mail to [aerosales.invoicing@ppl.pl](mailto:aerosales.invoicing@ppl.pl), valid information about aircraft they intend to operate on flights to Warsaw Chopin Airport, including aircraft registration numbers, types and versions, MTOM and the number of passenger seats, not later than on the day of the commencement of flights. In the event of changes, information updates should be provided immediately.
- 1.9. The information, referred to in point 1.8., must be accompanied by the document referred to in point 1.6.1., officially confirming an aircraft’s MTOM. The current noise certificate should indicate in particular the relevant information about the section of the Convention on International Civil Aviation, Annex 16, Part II, Volume 1 in accordance with which a given aircraft was certified, noise levels measured at reference points and permissible noise levels at reference points for a given aircraft. If there is no noise certificate, copies of pages from the current and valid flight manual for a given aircraft, containing information about take-off weight limitations, engines and certifies noise levels, should be submitted, along with the list of pages and list of changes.

- 1.10. For the purpose of calculating airport charges PPL will use data contained in documents referred to in point 1.9., being at PPL's disposal and with the latest issuance date. If one or several documents with the same issuance date contain different MTOMs, the highest MTOM will be considered for the purpose of calculating airport charges. Valid information contained in these documents will be taken into account when calculating airport charges only for services provided from the day on which PPL receives them, subject to point 1.12.
- 1.11. Carriers with business seat outside the territory of Poland are required to provide PPL, by e-mail to [aerosales.invoicing@ppl.pl](mailto:aerosales.invoicing@ppl.pl), with a document confirming the authorisations referred to in point 1.7.b). Subject to point 1.12., the authorisations will be applied as of the first day of the settlement period during which PPL received a document confirming these authorisations, provided they applied at this time.
- 1.12. The customer or the ground handling agent representing the customer paying airport charges at the 'Airport charges collection point' is obliged to present the documents referred to in point 1.9. and 1.11. before the invoice is issued.
- 1.13. Subject to point 2.2.7., if a customer fails to provide PPL with the documents as per point 1.9. or failed to present these documents as per point 1.12., the highest existing MTOM of an aircraft of a given type and version based on PPL data, and noise category 8 will be applied for the purpose of calculating airport charges. Except for emergency landing operations, if the information is submitted to PPL after the date of the flight, it does not constitute a basis for adjustments of the calculated charge and for recognition of related claims.
- 1.14. The charges come into effect on 1 December 2021.
- 1.15. A special charge for financing the assistance to disabled passengers and passengers with reduced mobility (PRM charge), charges for the removal from airport pavements of debris or spillage caused by the customer and charges for other services provided at the request of a customer are collected according to separate PPL price lists. Charges for services related to airport operations but not included in the price lists are set through an individual valuation, by an agreement between PPL and a customer.
- 1.16. In case of any discrepancies between two language versions of the Tariff, the Polish language version will prevail.

## **2. CHARGES FOR STANDARD SERVICES**

### **2.1. LANDING CHARGE**

- 2.1.1. The landing charge is levied for making Warsaw Chopin Airport systems and spaces available for aircraft landing and take-off operations, their maintenance and for standard services provided by airport units in connection therewith, excluding ground handling services.
- 2.1.2. The charge is collected for each landing of an aircraft at Warsaw Chopin Airport from the customer performing the landing.
- 2.1.3. The landing charge is as follows:

Charge calculation unit		Charge rate
for aircraft with MTOM up to 25 tonnes (excluding helicopters)		
for each landing (irrespective of an aircraft's MTOM)		<b>PLN 1 250.00</b>
for aircraft with MTOM over 25 tonnes (excluding helicopters)		
for each tonne or part of a tonne of an aircraft's MTOM	for tonnes up to 100 tonnes	<b>PLN 50.00</b>
	for tonnes over 100 tonnes	<b>PLN 12.50</b>
for helicopters with MTOM up to 25 tonnes		
for each landing (irrespective of MTOM)		<b>PLN 700.00</b>
for helicopters with MTOM over 25 tonnes		
for each tonne or part of a tonne of MTOM		<b>PLN 28.00</b>

## 2.2. NOISE CHARGE

- 2.2.1. The noise charge is levied in connection with the emission of noise by aircraft during take-off and landing operations at Warsaw Chopin Airport, for covering environmental protection costs related to measurement of emission of harmful agents, taking preventive measures and recovery from the effects of the impact of aviation noise on the environment.
- 2.2.2. The noise charge is collected separately for each landing and take-off of an aircraft at Warsaw Chopin Airport from the customer performing a given operation.
- 2.2.3. The unit charge rate (for each tonne or part of a tonne of MTOM) is dependent on the aircraft noise category and the hour of landing and take-off and amounts to:

Time of landing or take-off (local time)	Noise category	Charge rate
06:00:00-21:59:59	1	<b>0.00</b>
	2	<b>0.00</b>
	3	<b>0.00</b>
	4	<b>0.00</b>
	5	<b>0.00</b>
	6	<b>0.00</b>
	7	<b>3.25</b>
	8	<b>4.50</b>
22:00:00-23:29:59 or 05:30:00-05:59:59	1	<b>1.60</b>
	2	<b>2.00</b>
	3	<b>3.80</b>
	4	<b>4.80</b>
	5	<b>5.30</b>
	6	<b>8.70</b>
	7	<b>21.50</b>
	8	<b>31.00</b>
23:30:00-05:29:59	1	<b>6.70</b>
	2	<b>7.40</b>
	3	<b>16.00</b>
	4	<b>17.60</b>
	5	<b>19.20</b>
	6	<b>31.90</b>
	7	<b>78.00</b>
	8	<b>108.00</b>

- 2.2.4. Aircraft with MTOM below 9 tonnes are included in noise category 1.
- 2.2.5. Aircraft with MTOM 9 tonnes and over, certified in accordance with Annex 16 to the Convention on International Civil Aviation, Volume 1, Part 2, section 2 points 2.4.1 and 2.4.2, and aircraft for which PPL does not hold a document confirming noise parameters are assigned to category 8.
- 2.2.6. Aircraft with MTOM 9 tonnes and over, certified in accordance with Annex 16 to the Convention on International Civil Aviation, Volume 1, Part 2, sections 3, 4, 5, 8 points 8.4.1, 8.4.2 and 14 are

assigned to specific noise categories depending on the value of the cumulated noise margin as per the below table:

Noise category	Cumulated noise margin value (in EPNdB)
1	23 and above
2	20-22.9
3	17-19.9
4	13-16.9
5	10-12.9
6	8-9.9
7	0-7.9
8	below 0

<sup>1)</sup> EPNdB - Effective Perceived Noise in Decibels

- 2.2.7. Subject to point 2.2.8., the document referred to in point 1.9. is the basis for assigning an aircraft to the relevant noise category.
- 2.2.8. If PPL is in possession of the document referred to in point 1.6.1, other than the noise certificate, confirming that an aircraft's MTOM is less than 9 tonnes or, if, according to PPL data, the greatest existing MTOM of an aircraft of a given type and version is less than 9 tonnes, for the purpose of calculating the noise charge the aircraft will be classified into category 1, regardless of whether the customer submitted the noise certificate or whether the submitted certificate contained all the information referred to in point 1.9.

### 2.3. PASSENGER CHARGE

- 2.3.1. The passenger charge covers provision and maintenance of Warsaw Chopin Airport facilities and systems connected with processing of departing, arriving and transfer passengers, in order for them to commence, complete or continue their air travel as well as related standard services provided by airport units in connection therewith, excluding ground handling services, including standard security services and passenger and baggage screening.
- 2.3.2. Subject to point 2.3.4., the passenger charge is collected from the customer performing the take-off operation in respect of each passenger on board an aircraft at the time of take-off from Warsaw Chopin Airport.
- 2.3.3. The passenger charge rate is dependent on the terminal where the check-in for a given flight is performed, and amounts to:

for each passenger travelling on a flight checked-in at:	Terminal A	<b>PLN 81.00</b>
	General Aviation Terminal	<b>PLN 300.00</b>

- 2.3.4. The passenger charge is not collected for:
- direct transit passengers,
  - children under 2.
- 2.3.5. A customer is obliged to submit to PPL (to WAW PBXH address) messages in AHM IATA format with complete data on the number of departing, arriving, transfer and direct transit passengers, necessary for the calculation of the passenger charge and discounts on this charge, in time ensuring the receipt of these messages by PPL within 1 hour from ATOT (Actual Take-Off Time). If no message or data is received, the passenger charge may be calculated as the product of the passenger charge rate, specified in point 2.3.3., and the maximum number of passenger seats on an aircraft of a given type and version (based on PPL data) and discounts on the passenger charge may not be calculated. The requirement does not apply to general aviation flights.

### 2.4. PARKING CHARGE

- 2.4.1. The parking charge is levied for the provision and maintenance of aircraft parking space on the apron of Warsaw Chopin Airport and standard services provided by airport units in connection

therewith, excluding ground handling services.

2.4.2. The parking charge is:

Charge calculation unit	Charge rate
for aircraft with MTOM up to 25 tonnes	
<b>for parking up to 12 hours</b>	
for each hour of parking or part thereof	<b>PLN 17.50</b>
<b>for parking over 12 hours</b>	
for the first 24-hour period of parking or part thereof	<b>PLN 280.00</b>
for each subsequent 24-hour period of parking or part thereof	<b>PLN 420.00</b>
for aircraft with MTOM over 25 tonnes	
<b>for parking up to 12 hours</b>	
for each tonne or part of a tonne of an aircraft's MTOM and each hour of parking or part thereof	<b>PLN 0.70</b>
<b>for parking over 12 hours</b>	
for each tonne or part of a tonne of an aircraft's MTOM and the first 24-hour parking period or part thereof	<b>PLN 11.20</b>
for each tonne or part of a tonne of an aircraft's MTOM and each subsequent 24-hour parking period or part thereof	<b>PLN 16.80</b>

2.4.3. No charge is payable:

- a) for parking of aircraft with MTOM up to 100 tonnes up to 2 hours;
- b) for parking of aircraft with MTOM over 100 tonnes up to 3 hours.

2.4.4. The parking time is the period from the moment an aircraft stops at an apron after landing to the moment it starts taxiing or begins to be towed for take-off or to a de-icing stand prior to take-off. Change of parking stand constitutes a continuation of a commenced parking period, and the time of taxiing or towing of aircraft between stands is included in the total parking time, subject to point 2.4.5. If parking has to be continued after de-icing, the time from the moment the aircraft returns to and stops at a parking apron until it starts taxiing or begins to be towed again for take-off or to a de-icing apron prior to take-off is added to the total parking time.

2.4.5. The calculation of parking time does not include:

- a) night time (22:00-05:59 local time); regardless of the place of parking the exclusion is only applicable during the first night of parking of a given aircraft,
- b) the time from the moment the aircraft starts taxiing or is towed off to a hangar or outside PPL-operated part of the airport until the aircraft returns to and stops at a parking apron.

2.4.6. Parking time is calculated based on PPL data recorded in the Warsaw Chopin Airport flight information system (FIS).

2.4.7. The charge for the parking of a given aircraft is collected from the customer who performed take-off ending the aircraft parking period.

2.4.8. In the event an aircraft is detained as a security for the claim in respect of airport charges payable to PPL by the aircraft operator and damage caused by the aircraft operator to the airport facilities, the parking charge is increased by 100%.

## 2.5. EXEMPTIONS

2.5.1. No airport charges are levied on an entity carrying out, in the public interest, tasks related to operating a flight:

- 1) to provide protection against or remove the effects of natural disasters or operating rescue flights, unless such flight is performed as part of a business activity – confirmed by:
  - a) flight status:
    - HOSP (flight operated with the purpose of providing medical aid, reported by relevant medical services) or
    - SAR (a search and rescue operation flight) or
    - HUM (humanitarian aid flight) or
  - b) a relevant comment in the flight plan;
- 2) to protect state borders or in the event of a threat to state security or public order – confirmed by:
  - a) flight status:
    - STATE (a state or civil aircraft flight operated as part of military, police, customs or Border Guard missions) or
    - GARDA (a call signalling that an aircraft performs tasks connected with public safety, public order and protection of state borders) or
  - b) a relevant comment in the flight plan;
- 3) solely for the transport, as part of an official mission, of a ruling monarch and his closest family, head of state, a head of the parliament or of its chamber, head of government or a person holding an equivalent position – confirmed by:
  - a) HEAD flight status (flight of a Polish aircraft with HEAD status issued by the Head of the Government Protection Bureau)
  - b) a relevant comment in the flight plan.

2.5.2. An entity executing, for the public interest, tasks connected with operating flights specified in point 2.5.1., confirms the right to exemption from airport charges by submitting, via e-mail to PPL, by e-mail to [aerosales.invoicing@ppl.pl](mailto:aerosales.invoicing@ppl.pl), a copy of the flight plan not later than 24 hours from the time the operation subject to airport charges is performed. Customers making payments on an ongoing basis can send a copy of a flight plan to [ppol@ppl.pl](mailto:ppol@ppl.pl). If the copy of the flight plan containing information about a flight status entitling an entity to the exemption or a relevant comment is not submitted or is submitted after the relevant deadline, such entity is obliged to pay all airport charges according to the applicable price list. Providing copy of the flight plan after the above-mentioned deadline does not constitute basis for correcting the calculated charge and approving the related claim. To confirm the right to take advantage of the exemption from airport charges of STATE status flights it is sufficient to submit the flight plan in the AFTN system.

## 3. CHARGES FOR ADDITIONAL SERVICES

### 3.1. CHARGE FOR SECURING THE AIRCRAFT REFUELLING PROCESS

3.1.1. The charge for securing the aircraft refuelling process is levied for securing, by a fire fighting vehicle, of aircraft refuelling or defuelling, in particular during boarding, deboarding or with passengers on board; the service is provided by Rescue Services of the Warsaw Chopin Airport Fire Brigade.

3.1.2. The service is provided at the customer's request.

3.1.3. The charge is **PLN 179** for each operation.

## 4. DISCOUNTS

### 4.1. GENERAL PROVISIONS

- 4.1.1. Discounts are given on an equal and non-discriminatory basis to all customers meeting the eligibility criteria specified below.
- 4.1.2. Discounts are given upon fulfilment of all detailed eligibility criteria for each discount and additional eligibility criteria specified in point 4.10.
- 4.1.3. The discounts on airport charges referred to in points 4.2. and 4.4. are given to an air carrier only in respect to scheduled passenger flights operated by this carrier on a given route, if the carrier offers for sale to the public an average of at least 50% of passenger seats in a calendar month offered by the carrier on these flights on a given route. Additionally, the carrier must carry at least 50% of passengers on such route in a schedule season based on tickets offered for sale to the public by this carrier.
- 4.1.4.
- 4.1.4. The carrier shall demonstrate, at PPL's request, that he meets the requirements referred to in point 4.1.3., particularly by providing PPL with access to the carrier's internal documentation.
- 4.1.5. The carrier who will not be able to prove the fulfilment of requirements referred to in point 4.1.3. on a given route will not obtain the requested discounts referred to in point 4.2., and if such carrier has been granted the discounts earlier, the carrier will be obliged to return the discounts with respect to such route. The value of the discount referred to in point 4.4. will be adjusted as appropriate.
- 4.1.6. The discounts referred to in point 4.4. and 4.5. are given provided that the growths recorded by the carrier, making the carrier eligible for the discounts, do not result from an organisational takeover of another carrier or operational takeover of flights and transport services operated by this carrier, under an agreement between such carriers.

### 4.2. NEW ROUTE DISCOUNTS

- 4.2.1. The new route discount on the landing charge is as follows:

Year of operation on a new route	1	2	3	4	5
Rate of discount:					
on intra-European route	<b>85%</b>	<b>75%</b>	<b>50%</b>	<b>50%</b>	<b>25%</b>
on non-European route	<b>99%</b>	<b>99%</b>	<b>80%</b>	<b>60%</b>	<b>30%</b>

- 4.2.2. The new route discount on the passenger charge is as follows:

Year of operation on a new route	1	2	3
Rate of discount:			
on intra-European route	<b>30%</b>	<b>20%</b>	<b>10%</b>
on non-European route	<b>60%</b>	<b>40%</b>	<b>20%</b>

- 4.2.3. The passenger charge discount on strategic routes is given to the carriers on routes indicated by PPL as routes with special importance for Warsaw Chopin airport route development. The list of strategic routes is verified every year and shared with interested carriers.

- 4.2.4. The new route discount on the passenger charge for strategic routes is as follows:

Year of operation on a new route	1	2	3
Rate of discount:			
on intra-European route	<b>60%</b>	<b>40%</b>	<b>20%</b>
on non-European route	<b>90%</b>	<b>70%</b>	<b>50%</b>

- 4.2.5. The discounts referred to in point 4.2.2. and 4.2.4. are calculated upon prior calculation of the discount for transfer passengers.

- 4.2.6. The discount referred to in point 4.2. is given to the carrier who operates scheduled passenger flights with the frequency greater than once a week. The condition does not apply to routes on which discount applied on 31 October 2020.
- 4.2.7. A new route is considered a route from Warsaw Chopin Airport to an airport to which no scheduled passenger flights were operated within 1 year prior to the commencement of services on such route. A new route is also a route, on which no airline operated regular schedule flights with a frequency greater than once a week. For the purpose referred to in this point, passenger flights with service type other than "J" but having characteristics of scheduled passenger flights, flights being the continuation of scheduled passenger flights or flights that are continued by passenger scheduled flights are considered as scheduled passenger flights.
- 4.2.8. The discount on a given route is given to each air carrier who meets the eligibility criteria specified in point 4.1.3. and 4.2.6. and commences scheduled passenger flights in the period during which the discount on such route is applicable, irrespective of whether other carriers have been granted the discount on the route in question.
- 4.2.9. The new route discount is effective from the day the first scheduled passenger flight is operated on a given route by the carrier who fulfilled the condition mentioned in point 4.2.6.
- 4.2.10. In the event that carrier cease to fulfil conditions mentioned in point 4.2.6. on a given route within less than 30 days of the discount effective date, the discount becomes applicable again as of the date scheduled passenger flights are launched by another carrier with the frequency greater than once a week.
- 4.2.11. The discount is not given to a carrier who, within 1 year prior to the introduction of flights on a new route, ceased to operate scheduled passenger flights to another airport serving the same conurbation not meeting the new route criteria, if this resulted in the cancellation of the connection to this airport from Warsaw Chopin Airport. If, however, the cancelled route met the new route criteria, the carrier retains the right to the discount for the period of:
- up to 5 years from the date the discount becomes effective in respect of the cancelled route, if within 1 year prior to the service commencement date scheduled passenger flights were not operated on the new route,
  - up to 5 years from the date the first scheduled passenger flight was operated on a new route, provided that scheduled passenger flights were operated on this route within 1 year prior to the service commencement date.
- 4.2.12. Starting from 15 March 2020 the discount is suspended on a given route for the period of flight ban applied by Polish or EU law. Periods referred to in points 4.2.1., 4.2.2. and 4.2.4. during which a flight ban was applied on a given route, are extended by the length of the flight ban when calculating the discount. Commencement and termination of particular periods are shifted accordingly. The period referred to in point 4.2.7. is also extended.
- 4.2.13. The requirements specified in point 4.1.3. must be met also on routes, for which the carrier obtained the right to the discount before 15 December 2017.
- 4.2.14. For indirect flights i.e. flights with at least one scheduled stopover, from 1st March 2022 the discount from landing charge is calculated as arithmetic average of discounts due on flight legs from given airports if the carrier has the commercial rights to offer passenger carriage to Warsaw Chopin Airport from these airports. The passenger charge discount is calculated based on destination airport of each passenger.

### **4.3. DISCOUNT FOR TRANSFER PASSENGERS**

- 4.3.1. The discount for transfer passengers applies to the passenger charge and amounts to **83 %**.
- 4.3.2. The discount is given to the carrier from whom the passenger charge is collected, performing a scheduled flight, in respect of each transfer passenger subject to charge.
- 4.3.3. The condition for the discount to be granted is submitting messages in compliance with point 2.3.5.

### **4.4. INCREASED PASSENGER TRAFFIC DISCOUNT**

- 4.4.1. The increased passenger traffic discount is given on the passenger charge and calculated upon

prior calculation of the discount for transfer passengers, for each passenger for whom the passenger charge is paid, carried additionally in a given schedule season, as compared with the corresponding previous season (winter season compared with the previous winter season and summer season with the previous summer season) by a carrier fulfilling the eligibility criteria specified in point 4.1.3., subject to point 4.1.4.

4.4.2. The discount is granted if the carrier carries, as part of schedule traffic, at least 35 000 departing passengers subject to passenger charge in the Winter season and at least 52 500 passengers in the Summer season in each of the two corresponding schedule seasons preceding the season for which the discount is granted.

4.4.3. The amount and eligibility criteria of the discount are as follows:

Amount of discount (depending on the schedule season)		Eligibility criteria			
		Required number of seasons of growth in the number of departing passengers subject to passenger charge in scheduled flights of a given carrier compared with the corresponding previous season		Required growth of departing passengers subject to passenger charge in scheduled flights of a given carrier in the previous season compared with the preceding corresponding season	
WINTER	SUMMER			WINTER	SUMMER
90%	80%	Growth in the previous two seasons (Winter or Summer)		over 30 000	over 45 000
70%	60%			20 001 - 30 000	30 001 - 45 000
55%	45%			10 001 - 20 000	15 001 - 30 000
30%	20%			5 001 - 10 000	7 501 - 15 000
30%	20%	Growth in the last season only		over 5 000	over 7 500

4.4.4. If the carrier is eligible, in respect of the same schedule season, both for the new route discount on the passenger charge and the increased passenger traffic discount, such carrier may take advantage of only one of those discounts. The discount with higher total value for the carrier will be applied. If the value of the increased passenger traffic discount due to the carrier for a given season exceeds the value of the new route discount on the passenger charge, the increased passenger traffic discount will be calculated in the amount of the difference between the values of these discounts.

4.4.5. For carriers that recorded passenger traffic decrease in Summer 2020 season compared to Summer 2019, Summer 2020 will not be taken into account to determine the fulfilment of the conditions or to set the discount rate referred to in points 4.4.2. and 4.4.3. In such cases, summer 2019 and Summer 2021 schedule seasons will be considered as preceding for Summer 2022.

#### 4.5. DISCOUNT TO SUPPORT TRAFFIC RECOVERY

4.5.1. The discount to support traffic recovery is given on the landing and passenger charge for flights with service type "J" or "C", except of redirected flights for which the original destination airport was other than Warsaw Chopin Airport.

4.5.2. The discount is applied as first before calculating remaining due discounts referred to in point 4.2., 4.3., 4.4. and 4.7.

4.5.3. The discount is applicable to airlines that carry at least 500 departing passengers in a given calendar month and increase the number of departing passengers on flights for which the discount can be applied comparing to the same month in preceding year. The discount is applied also to airlines which did not operate such flights in a given month preceding year (increase calculated from value 0).

4.5.4. The discount is as follows:

The period when the discount applies	1.12.2021-30.11.2022	01.12.2022-30.11.2023
Discount		
On the landing charge	<b>21%</b>	<b>10%</b>
On the passenger charge	<b>26%</b>	<b>13%</b>

#### 4.6. DISCOUNT FOR PARKING ON ASIDE SURFACE

The discount of **20%** from the parking charge is given for aircraft parking on aside surface dedicated to long-term aircraft stay in case of lack of stands on aprons.

#### 4.7. HIGH FREQUENCY ROUTE DISCOUNT

- 4.7.1. The high-frequency route discount is granted in the amount of **25%** of the landing charge on routes on which a given air carrier performed at least one landing each day in a given payment period on flights with service type J or C.
- 4.7.2. The discount is also granted for part of the payment period, if the carrier starts daily flights during a given period and continues them or performed them in previous payment periods and ends daily flights in a given payment period.
- 4.7.3. It is allowed not to perform maximum 10% of such operations during the given payment period.
- 4.7.4. Redirected flights for which the destination airport was other than Warsaw Chopin Airport are not taken into account when determining the number of landings during the given payment period. The discount is not granted for redirected flights.
- 4.7.5. On routes where the carrier is entitled to a discount for a new route and for a route operated with high frequency, only one of these discounts is granted. In such cases, a discount which is more favorable to the carrier is granted.
- 4.7.6. The discount can also be granted to the carrier that has moved its operations to another airport serving the same conurbation in a given payment period, subject to point 4.7.5.
- 4.7.7. The discount is valid from 1 December 2023 until 30 November 2028.

#### 4.8. DISCOUNT FOR A RETURNED FLIGHT

A **99%** discount on the landing charge is given in the event that, due to weather conditions or emergencies (in particular a technical fault of an aircraft or a sudden illness of a passenger or crew member), the aircraft has to return to Warsaw Chopin Airport with no stopovers.

#### 4.9. APPLICATIONS FOR DISCOUNTS

- 4.9.1. The discounts referred to in point 4.2. and 4.4. are granted after the submission of an application to be prepared by the air carrier concerned, in accordance with the form specified by PPL and available at [www.chopin-airport.pl](http://www.chopin-airport.pl) on the B2B sub-page, in the 'Charges' section. The application has to be submitted in the deadline specified in point 4.9.2. by e-mail to [aerosales.policy@ppl.pl](mailto:aerosales.policy@ppl.pl). No application needs to be submitted to obtain remaining discounts.
- 4.9.2. The deadlines for the submission of complete discount applications to PPL, as well as discount effective dates are as follows:

Discount	The deadline for the submission of application to PPL	Discount effective date
new route discount (point 4.2.)	10 days prior to service commencement on a new route at the latest	as of the first day of service performance on a new route, but not before the receipt of a complete application by PPL
increased passenger traffic discount (point 4.4.)	within 30 days of the end of a schedule season	the season referred to in the application

#### 4.10. ADDITIONAL PROVISIONS

- 4.10.1. The discounts referred to in points 4.2., 4.3., 4.5., 4.6., 4.7. and 4.8. are applied on an ongoing

basis upon the calculation of airport charges.

4.10.2. The discount referred to in point 4.4. is granted for a relevant schedule season, after the end of this season. The amount of the discount to be granted to a given carrier is calculated no later than 2 months following the end of the relevant schedule season. In the event of discrepancies between data included in a discount application submitted by the carrier and information available to PPL, the discount is given based on PPL data.

The overpayment arising from the application of a discount is set against current and future liabilities of the carrier in respect of the airport charges. Should the carrier cease to operate flights to Warsaw Chopin Airport and no amounts be due for the airport charges, the overpayment will be credited to the carrier's account not later than within 3 months of the discount calculation date.

4.10.3. The discounts referred to in points 4.2., 4.3., 4.5., 4.6., 4.7.. are suspended if, in the course of six successive calendar months of using the discounts, a carrier is more than 5 days late with the payment of airport charges at Warsaw Chopin Airport in respect of payment dates indicated in the invoices in more than two settlement periods. The discounts may be reinstated in the next payment period following the 3 month period when the carrier's liabilities due to PPL with respect to airport charges at Warsaw Chopin Airport have been paid on time, provided that all liabilities due to PPL with respect to airport charges are fully settled. Subject to point 4.10.5., this applies to both the discounts the carrier has been using as well as those requested by the carrier.

4.10.4. The discount referred to in point 4.4. is not granted if, within a schedule season in which the discount is applied, a carrier is more than 5 days late with the payment of airport charges at Warsaw Chopin Airport in respect of payment dates indicated in the invoices in more than two settlement periods or a carrier that at the end of such season had liabilities due to PPL in respect of airport charges (this does not apply to liabilities incurred in the last settlement period in such season).

4.10.5. The application for discounts, referred to in point 4.9., submitted by a carrier that does not use discounts as of the application submission date, is accepted only provided that the carrier does not have any outstanding liabilities on account of airport charges at Warsaw Chopin Airport. Such application may be submitted by the carrier once all abovementioned liabilities have been settled in full amount.

4.10.6. For the purpose of the decision on suspension or not granting the discounts, referred to in 4.10.3. - 4.10.4., delays in payments with a value not exceeding 1% of the value of liabilities in respect of airport charges of a given carrier in a given settlement period will not be considered.

## 5. TERMS OF PAYMENT

### 5.1. GENERAL TERMS

5.1.1. The liability for airport charges arises as soon as the customer uses the services subject to such charges.

5.1.2. The customer is responsible for effecting payments in respect of airport charges in the amount, time and manner indicated in invoices, as well as for all liabilities arising in connection therewith, including interest accrued on late payments. If a customer other than the aircraft operator refuses to effect payments or does not effect payments in a timely manner, all applicable charges and interest are to be incurred by the aircraft operator.

5.1.3. Customers are invoiced in Polish zlotys (PLN). The payments are to be made in Polish zlotys (PLN). In extraordinary cases customers with their business seat outside Poland may effect payments in US dollars (USD) or euro (EUR).

5.1.4. Payments of airport charges can be made in the following manner:

- a) on an ongoing basis;
- b) by a prepayment;
- c) in the form of periodical settlements.

5.1.5. The customer bears the costs of all bank charges and commissions connected with making

payments to PPL that were levied by the customer's bank as well as other banks and intermediary institutions involved in the execution of payment transactions. These costs cannot reduce the amount due to be paid indicated on the invoice.

- 5.1.6. PPL shall calculate interest for delay of payment in accordance with relevant Polish regulations for the period from the indicated date of payment to the actual date of payment which the carrier is obliged to settle within the date indicated in the interest note.
- 5.1.7. Any complaints concerning the invoices issued have to be filed within 30 days of the invoice issuing date. They should be submitted solely by e-mail to [aerosales.invoicing@ppl.pl](mailto:aerosales.invoicing@ppl.pl). Complaints delivered after this deadline or submitted in other form than specified in this point will not be processed. PPL will resolve the complaint within 30 days of the lodging date. Filing a complaint does not relieve the customer from the obligation of timely effecting the payments of all the amounts specified in the invoices issued by PPL.
- 5.1.8. PPL can refuse to provide services and reserves the right to restrict or withhold aircraft movement permissions to the customers failing to fulfil the conditions specified herein, in particular, in respect of the customers who fail to effect payments or are in default with the payments for airport charges.
- 5.1.9. As the operator of Warsaw Chopin Airport, PPL can temporarily detain an aircraft as a security for the claim in respect of airport charges payable to PPL by the aircraft operator and damage caused by the aircraft operator to the airport facilities.
- 5.1.10. The temporary detention of an aircraft expires once the amount due is paid, adequate security is provided or the aircraft seizure is performed following a court decision.
- 5.1.11. On the territory of the Republic of Poland, foreign aircraft are exempt, on the terms and conditions specified in relevant international regulations, from seizure to secure a claim.

## **5.2. PAYMENTS MADE ON AN ONGOING BASIS**

- 5.2.1. Subject to 5.2.2. the customer shall pay airport charges settled on an ongoing basis in cash or by payment card at the 'Airport charges collection point' located in General Aviation Terminal, prior to each aircraft take-off from Warsaw Chopin Airport.
- 5.2.2. Airport charges may be paid by a ground handling agent acting on behalf of the customer, provided that this handling agent confirms it to PPL. In such case the payment must be made up to 7 days following the aircraft take-off from Chopin Airport. Information that the payment will be made by a ground handling agent should be submitted to PPL by e-mail to [ppol@ppl.pl](mailto:ppol@ppl.pl) prior to the take-off of an aircraft from Chopin Airport at the latest.
- 5.2.3. A refusal to accept the payment cards or banknotes that have been withheld or questioned does not release the customer from the obligation to pay the applicable airport charges.

## **5.3. PAYMENTS MADE BY A PREPAYMENT**

- 5.3.1. The customer may obtain PPL's consent to pay airport charges by a prepayment based on a pro-forma invoice issued by PPL before performing an operation. If a customer intends to perform a single operation, the prepayment may be paid for a single flight. If a customer intends to perform flights on a regular basis, the prepayment may cover a period not shorter than 7 days.
- 5.3.2. The customer should apply to PPL for approval for paying airport charges in the form of prepayment as indicated in point 6.2.
- 5.3.3. The amount of prepayment is determined by PPL on the basis of a flight schedule provided by the customer or the Chopin Airport slot base in the amount of the value of the airport charges due, payable by the customer for services to be rendered in the period covered by the prepayment.
- 5.3.4. The prepayment has to be credited to PPL's bank account at least 3 working days prior to the date of the first operation it concerns. A pro-forma invoice is issued by PPL not later than 2 working days before the expiry of the above deadline. The customer is obliged to properly define the payment by including the pro-forma invoice number and the period for which the payment is made in the transfer description. Should the customer fail to include the above information, PPL reserves the right to credit the payment towards the customer's dues to PPL.

- 5.3.5. Invoices for the services covered by the prepayment are issued not less frequently than after the end of the period to which the prepayment applies. The period applied to the prepayment may differ from the payment period. If the prepayment period agreed with PPL is longer than 1 month, invoices for services covered by this prepayment will be issued for a period not longer than 1 calendar month. If the given customer's balance of prepayment is higher than the final value of payable airport charges, the difference will be credited towards prepayments for future flights or returned to the customer, if the customer does not plan to operate flights to Warsaw Chopin Airport within at least next 3 calendar months. The reimbursement will be made within 2 months from the date of customer's last flight, provided that the customer has no liabilities towards PPL. The difference may be paid back to a customer who is planning to continue operations to Warsaw Chopin Airport upon the customer's request as indicated in point 6.2. The reimbursement will be made within 2 months from receiving a request from the customer, provided that the customer has no outstanding liabilities towards PPL. If the balance of prepayments of a given customer is lower than the final value of airport charges due in accordance with invoices for a given payment period (a shortpayment occurred), the customer will be obliged to settle the underpayment in the amount and within the time limit specified on the received invoice.
- 5.3.6. If the customer does not settle the underpayment, and makes the prepayment for the next payment period, PPL will credit the necessary amount to cover the underpayment and request the customer to immediately settle the remaining amount prepayment.

#### **5.4. PAYMENTS MADE IN THE FORM OF PERIODICAL SETTLEMENTS**

- 5.4.1. The customer who in a given schedule season performs or plans to perform at least 10 landing operations at Chopin Airport or where the customer's respective average monthly airport charges exceed PLN 10 000 net, may obtain PPL's consent to paying the airport charges in the form of periodical settlements – by bank transfer against collective invoices with a deferred payment period, issued for settlement periods not longer than one calendar month.
- 5.4.2. The customer should apply to PPL for approval for paying airport charges in the form of periodical settlements by submitting a relevant request as indicated in point 6.2. in due advance before the performance of the first air operation to which the request applies.

#### **5.5. PAYMENTS SECURITY**

- 5.5.1. PPL may request the customer to provide documents confirming the customer's credit worthiness and capacity as well as financial standing.
- 5.5.2. Subject to points 5.5.7. and 5.5.8. the customer planning regular operations that requested or obtained the approval to make payments in the form of prepayment or periodical settlements is obliged to provide a payment security in the form of a bank guarantee or a security deposit. The customer selects the form of security.
- 5.5.3. With respect to the bank guarantee:
- 5.5.3.1. The bank guarantee should be issued before the performance of the first air operation to which such guarantee applies by a reputable bank seated in Poland or with a Polish branch. The bank guarantee may be issued by a reputable foreign bank not seated in Poland or without a Polish branch, provided that its confirmed by a reputable bank seated in Poland or with a Polish branch. Both the bank selected by the customer and the content of the first and each subsequent bank guarantee must be first approved by PPL.
- 5.5.3.2. The bank guarantee must be unconditional, irrevocable and payable upon PPL's first demand.
- 5.5.3.3. The customer shall provide PPL with a subsequent bank guarantee or a document extending the validity of the existing bank guarantee before the expiry of the existing bank guarantee.
- 5.5.3.4. PPL has the right to effect a payment from the bank guarantee of an amount equal to the amount of all outstanding liabilities of the customer towards PPL that have arisen in connection with the use of airport services by the Customer. Should PPL submit a demand

for payment from the bank guarantee, the customer will be obliged to replenish the bank guarantee up to the full required amount within 14 days from the date of receipt of information from PPL about the payment made from the bank guarantee.

- 5.5.3.5. The customer shall pay all costs related to the issuance, submission to PPL and maintenance of the bank guarantee.
- 5.5.4. With respect to the security deposit:
- 5.5.4.1. The customer shall pay the security deposit to PPL's bank account before the date of the first operation to which the deposit applies. The security deposit shall not bear interest.
- 5.5.4.2. PPL has the right to deduct from the security deposit any outstanding liabilities of the customer to PPL that have arisen in connection with the use of airport services by the Customer. Should PPL effect a payment from the security deposit, the customer will be obliged to replenish the security deposit, to the bank account specified by PPL, up to the full required amount within 14 days from the date of receipt of information from PPL about the payment made from the security deposit. The customer shall provide PPL with a copy of proof of such replenishment.
- 5.5.5. PPL's consent to the settlement of airport charges in the form of prepayment or periodical settlements by a customer planning regular operations and the determining the amount of security depend on the previous record of timely payments to PPL for airport charges at Warsaw Chopin Airport.
- 5.5.6. For the purpose of analysing the record of timely payments and setting the value of securities of airport charges payments, payment delay shall mean the delay of payment to PPL of airport charges at Warsaw Chopin Airport, including payments for invoices issued with respect to periodical settlements or with respect to additional payments following insufficient prepayment, as well as prepayments, of more than 5 days with respect to the time limits for payment specified on invoices and pro-forma invoices. Delays of payments amounting to up to 1% of the value of liabilities for airport charges of a given carrier in a given settlement period are not considered. A delay of more than one payment concerning the same settlement period is treated as a single delay.
- 5.5.7. If a customer that has paid airport charges for at least 12 calendar months requests that the payment be settled in the form of prepayment, the customer's record of timely payments payable throughout 12 last calendar months of payment settlement preceding the date of request will be subject to assessment. If during such time there was no more than one delay, the customer can obtain PPL's consent to the payment of airport charges in the form of prepayment without the obligation to establish an additional payment security. If during such time there were two payment delays, the consent to payment of airport charges in the form of prepayment can be granted, provided that a payment security is established in the form referred to in point 5.5.2., in the amount equal to the gross amount of airport charges for one settlement period, no less however than two calendar weeks. If during such time there were more than two payment delays, the consent to payment of airport charges in the form of prepayment can be granted, provided that a payment security is established in the form referred to in point 5.5.2., in the amount equal to the gross amount of airport charges for three settlement periods, no less however than six calendar weeks.
- 5.5.8. A customer that has not used the services for which airport charges are collected and has not paid airport charges for the period of at least 12 calendar months preceding the date of request can obtain a consent to the payment of airport charges in the form of prepayment without the obligation to establish an additional payment security.
- 5.5.9. PPL reserves the right to monitor the due payments from a customer settling airport charges in the form of prepayment. If during subsequent 12 calendar months of payment settlement there are two payment delays, PPL will have the right to demand that the customer that has not established a payment security, provide such security in the form referred to in point 5.5.2., in the amount equal to the gross amount of airport charges for one settlement period, no less however than two calendar weeks. If a third delay occurs within the next 12 calendar months of payment settlement, PPL can demand an increase of security to the amount equal to the gross amount of airport charges for three settlement periods, no less however than six calendar weeks.
- 5.5.10. If a customer that has paid airport charges for at least 36 calendar months requests that the

payment be settled in the form of periodical settlements, the customer's record of timely payments payable throughout 36 last calendar months of payment settlement preceding the date of request will be subject to assessment. If during such time there was no more than one delay, the customer will be entitled to settle airport charges in the form of periodical settlements, provided that the customer settles all payable liabilities and provides a payment security in the form referred to in point 5.5.2., in the amount equal to the gross amount of airport charges for one settlement period, no less however than two calendar weeks. If during such time there was more than one delay, the consent to settling airport charges in the form of periodical settlements may be granted, provided that the customer settles all payable liabilities and provides a payment security in the form referred to in point 5.5.2., in the amount equal to the gross amount of airport charges for three settlement periods, no less however than six calendar weeks.

- 5.5.11. If a customer that has not used services for which airport charges are collected and has not paid airport charges for at least 36 calendar months preceding the date of request requests that the payment be settled in the form of periodical settlements, the consent to such form may be granted, provided that the customer provides a payment security in the form referred to in point 5.5.2., in the amount equal to the gross amount of airport charges for three settlement periods, no less however than six calendar weeks.
- 5.5.12. PPL reserves the right to monitor the due payments from a customer settling airport charges in the form of periodical settlements. If during subsequent 36 calendar months of payment settlement more than one payment delay occurs, PPL will have the right to demand that the customer that has established a payment security in the amount equal to the gross amount of airport charges for one settlement period increase such security to the amount equal to the gross amount of airport charges for three settlement periods. The form of settlement can also be changed to the prepayment form, keeping the security at the amount required for such form of settlement.
- 5.5.13. The security amount can be decreased at the request of the customer, upon fulfilment of the conditions referred to in points 5.5.7. and 5.5.10.
- 5.5.14. Subject to point 5.5.15. the amount of security is determined based on the analysis of the values of airport charges paid by the customer throughout the previous 12 calendar months of operations. The settlement period with the highest value of airport charges for such 12 month period will serve as basis for determining the amount of security.
- 5.5.15. The amount of security for customers commencing operations from Chopin Airport or customers who are planning to change the number of operations, aircraft size or number of passengers carried, is set based on the flight schedule provided by the customer or Warsaw Chopin Airport slot base for the nearest schedule season or at least the nearest 3 calendar months. The settlement period with the highest planned value of airport charges in such period of time will serve as basis for determining the amount of security.
- 5.5.16. In respect to every customer, PPL monitors the amount of payable and planned airport charges for the purpose of verifying and updating the security amount. If the amount of the charges increases, PPL will have the right to demand that the customer increase the amount of security provided, up to the amount determined in accordance with point 5.5.14. or 5.5.15. In case of a lasting decrease of the amount of charges (for at least 3 calendar months), the amount of security can be reduced at the customer's request.
- 5.5.17. PPL may withdraw or suspend its consent to settling payments in the form of periodical settlements or prepayment, or shorten the settlement period, if the customer fails to provide or replenish the security within the prescribed period. In order for the possibility of settling payments in the form of periodical settlements or prepayment to be restored, the customer must pay all airport charges for a period of three subsequent calendar months of payment settlement on a timely basis and provide or replenish the security.
- 5.5.18. In the event the customer changes the form of payment from periodical settlements or prepayment to payment on ongoing basis, the customer shall receive a return of the unused part of the lodged security within 2 months of the day the customer begins effecting payments on an ongoing basis.
- 5.5.19. The customer who lodged a security and ceases to use Chopin Airport services shall receive a return of the unused part of the lodged security upon its possible use to cover the customer's

liabilities towards PPL, within 2 months of the day the last flight is performed by the customer.

- 5.5.20. In case of reduction of the amount of security, the return of part of security in the form of a deposit will be made within 2 months from the date of receiving a request from the customer concerning reducing security, provided that the customer has no outstanding liabilities towards PPL.
- 5.5.21. All payments to the customer are made upon verification of the bank account number to which PPL should transfer the payment.

## 6. CONTACT

- 6.1. Information and documents referred to in points 1.8., 1.9. and 1.11., data referred to in point 2.5.2., complaints referred to in point 5.1.7., as well as any questions or suggestions in connection with the airport charges calculation and invoicing should be sent by e-mail to [aerosales.invoicing@ppl.pl](mailto:aerosales.invoicing@ppl.pl).
- 6.2. The customer should send requests and applications referred to in point 5.3.2, 5.3.5. and 5.4.2. by email on address [aerosales.policy@ppl.pl](mailto:aerosales.policy@ppl.pl) unless they are delivered in any other way and PPL did not confirm its recipient. Applications for discounts referred to in point 4.9. as well as any questions or suggestions in connection with the airport charges and discounts are to be sent by e-mail to [aerosales.policy@ppl.pl](mailto:aerosales.policy@ppl.pl).
- 6.3. Data referred to in point 2.3.5.. as well as any questions or suggestions in connection with the validation of data for the purpose of airport charges calculation and invoicing should be sent by e-mail to [walidacja.danych@ppl.pl](mailto:walidacja.danych@ppl.pl).