1. DEFINITIONS

The following definitions are in force for the purpose of this tariff:

- 1.1 **PLW S.A.** Port Lotniczy Wrocław Spółka Akcyjna, address: 54-530 Wrocław, ul. Graniczna 190.
- **1.2 Aircraft operator** an aircraft owner or any other entity registered as an aircraft operator in the aircraft register.
- 1.3 **Maximum take-off mass of an aircraft (MTOM)** maximum take-off mass of an aircraft, specified in the Certificate of Airworthiness or another equivalent official document.
- 1.4 **Passenger** a person travelling aboard the aircraft but not registered as its crew member.
- 1.5 **Transit passenger** a passenger who arrives at the airport and continues journey on the same aircraft without disembarking.
- 1.6 **Scheduled connection** an air connection, in which in every flight the aircraft space for the carriage of passengers, baggage, cargo or mail is offered to the public for sale and the transport is performed between the same points according to the published schedule or at fixed intervals or with a frequency indicating the regularity of flights.
- 1.7 **Charter flight** a flight performed on the basis of air charter contract, in which an air carrier undertakes to supply to the charterer a specified number of passenger seats or specified aircraft capacity in order to perform a specified transport of passengers, luggage, cargo or mail indicated by the charterer.
- **Training flight** a flight which is performed by the candidates for crew members or by crew members in order to obtain new qualifications.
- 1.9 **Carrier generating extraordinary traffic** a carrier operating in PLW S.A., serving scheduled connections in international traffic, of which each generates at least "n" x 4 250 departing passengers per year (where "n" is the number of take-offs per week).
- 1.10 **New connection** scheduled connection to the airport which was not served by any carrier operating in PLW S.A. within the last one year before the planned launching of this connection.

2. GENERAL PROVISIONS

- 2.1 Fees set forward in the tariff shall be made in favour of PLW S.A. by the user of the aircraft benefiting from services provided by PLW S.A. In the event that the identification of the aircraft user is rendered difficult, the fees shall be charged to the aircraft owner.
- 2.2 Usage of the services of PLW S.A. shall be tantamount to acceptance of the entirety of the terms and conditions of the present tariff.
- 2.3 The charges consist of:
- 2.3.1 Standard charges, including:
 - landing charge covering also the take-off of the aircraft,
 - parking charge,
 - departing passenger charge (Passenger Terminal),
 - departing passenger charge (General Aviation Terminal),
 - passenger and luggage security provision and security check charge.
- 2.3.2 Additional charges.
- 2.4 The charges for additional services, not included in this tariff, and rendered at the request of the aircraft user, have to be agreed with PLW S.A. prior to the provision of such service.
- 2.5 The charges set forward in the present tariff are net, and VAT shall be added thereto in accordance with the rates being in force in the Polish Tax Law.

2.6 The charges are expressed in Polish zlotys (PLN).

3. STANDARD CHARGES

3.1 Landing charge

The landing charge is payable for each landing of the aircraft at the aerodrome. This charge contains also the take-off charge.

LANDING OF THE AIRCRAFT	Maximum take-off mass of the aircraft (MTOM)	CHARGE [PLN]
	up to 3 t	80.00
	more than 3 up to 10 t	275.00
	more than 10 up to 30 t	600.00
	more than 30 up to 50 t	975.00
Domestic and international traffic	more than 50 up to 100 t	1 560.00
	more than 100 up to 150 t	3 000.00
	more than 150 up to 200 t	7 000.00
	more than 200 up to 250 t	12 000.00
	more than 250 t	20 000.00

In case of helicopters the landing charge amounts to 50% of the charges specified in the table above.

3.2 Parking charge

Parking charge is collected for parking of the aircraft in the designated area of the aerodrome. Parking duration is calculated from the moment aircraft occupies a parking place on the apron until the time it leaves the apron.

PARKING CHARGE (for each commenced tonne of the maximum take-off weight (MTOM)	CHARGE [PLN]
First 4 hours of parking	0.00
Every commenced 24 hours	6.00

3.3 Departing passenger charge

Departing passenger charge is payable per each departing passenger.

The departing passenger charge is dependent on the terminal (Passenger Terminal or General Aviation Terminal) where the check-in for a given flight is performed.

3.3.1 Passenger using Passenger Terminal

DEPARTING PASSENGER	CHARGE [PLN]
Domestic and international traffic	32.00

The following shall be exempted from the charge:

- transit passengers,

- children under 2 years of age not entitled to occupy a separate seat in the aeroplane.

3.3.2 Passenger using General Aviation Terminal

DEPARTING PASSENGER	CHARGE [PLN]
Domestic and international traffic	150.00

The following shall be exempted from the charge:

- transit passengers,

- children under 2 years of age not entitled to occupy a separate seat in the aeroplane.

3.4 Passenger and luggage security provision and security check charge.

Passenger and luggage security provision and security check charge is payable per each departing passenger.

DEPARTING PASSENGER	CHARGE [PLN]
Domestic and international traffic	4.85

The following shall be exempted from the charge:

- transit passengers,

- children under 2 years of age not entitled to occupy a separate seat in the aeroplane.

4. SERVICES RENDERING REFUSAL

4.1 PLW S.A. can refuse to render services to the users not respecting conditions of this tariff and/or delaying their payments.

5. ADDITIONAL CHARGES

5.1 Removal of contaminations from aerodrome surfaces

Fees for removal of the contamination from aerodrome surfaces caused by the aerodrome users are collected for each commenced 10 square meters of the cleaned area and are as follows:

CHARGE DESCRIPTION	CHARGE [PLN]
Removal of spilled fuel and/or grease	2 000.00
Removal of other contamination	1 000.00

5.2 Additional protection of the aircraft during parking

Fees are collected for non-standard security service for the aircraft parking at the airport as follows:

CHARGE DESCRIPTION	CHARGE [PLN]
Protection of the aircraft by the special guard per each commenced hour per each guard	150.00
Special lighting of the aircraft stand per each 50.00 commenced 24 hours per 1 light source	
Enclosure (fence) around aircraft stand	500.00

5.3 Airport Fire Brigade's assistance during refuelling/defuelling of the aircraft when the passengers enter/exit or stay onboard of the aircraft, in accordance with a decision

taken by the commander of the aircraft or another, duly authorized representative of the aircraft operator.

CHARGE DESCRIPTION	SCHARGE [PLN]
Airport Fire Brigade's assistance during refuelling/defuelling of the aircraft when the passengers enter/exit or stay onboard of	100.00
the aircraft per 1 operation	

6. DISCOUNTS - AMOUNT AND CONDITIONS OF APPLICATION

6.1 Discounts on landing charges

An aircraft user shall be given a discount on landing charge, expressed as a percentage of the landing charge defined in point 3:

- a new connection 99% during the first 6 months, 50% during the next 6 months of a connection functioning;
- scheduled connections operated at least 6 times a week 5%.

In case different discounts can be applied they can be summed up, however the total value of the granted discount can not exceed 99% of the charge.

6.2 Reduced passenger charge for the carriers generating extraordinary traffic

In case of scheduled connections in international traffic, served by one carrier, of which each generates at least "n" x 4 250 departing passengers per year (where "n" is the number of take-offs per week), the number of departing passengers, served by one carrier is summed up, and the reduced passenger charge, according to the table below, is applied:

Total number of depart within 12 months	ng passengers served Charge [PLN]
10 000 - 50 000	24.00
50 001 - 100 000	20.00
100 001 - 200 000	10.00
200 001 - 300 000	8.00
300 001 - 400 000	7.00
above 400 000	5.00

The reduced charge is applied on the basis of an initial carrier's declaration regarding the planned traffic entitling him to the discount. The discount is verified after one year by comparing the declared figures with the real amount of generated traffic.

REMARK

The table of reduced charges included in point 6.2 cannot be applied together with the discounts described in point 6.1.

6.3 In case of aircraft performing training flights the discount up to 80% on landing charge defined in point 3 is applicable.

7. EXEMPTIONS FROM CHARGES

- 7.1 PLW S.A. does not collect airport charges from user performing tasks in the public interest associated with the performance of a flight:
- 1) aimed at the prevention or removal of the consequences of natural disasters and saving the life or health of people, unless the flight is performed as part of a business activity, to be confirmed by:
 - a) flight status:
 - HOSP (the flight of an aircraft performed to provide medical help, reported by suitable medical services), or
 - SAR (the flight of an aircraft engaged in a search and rescue operation), or
 - HUM (the flight of an aircraft taking part in a humanitarian operation), or
 - b) suitable note in the flight plan.
- 2) in the cases of border protection, provision of state security or public order, as confirmed by:
 - a) flight status:
 - STATE (the flight of a state and civilian aircraft on military, police, customs or border guard missions), or
 - GARDA (password on which an aircraft performs tasks associated with public security, public order and border protection), or
 - b) a suitable note in the flight plan;
- 3) exclusively for the purpose of carrying, under an official mission, of a reigning monarch and his or her closest family, a head of state, a chairman of a parliament or its chamber, a head of government or a person holding an equivalent position, as confirmed by:
 - a) flight status HEAD (the flight of a Polish aircraft granted by the Head of Government Security Office), or
 - b) a suitable note in the flight plan.

8. CONDITIONS OF PAYMENT

- 8.1 Charges quoted herein are collected by PLW S.A prior to take-off.
- 8.2 PLW S.A cash desk designated for collection of payments accepts:
 - credit cards as follows: DINERS CLUB, JCB, MASTER CARD, MASTER CARD ELECTRONIC, VISA, VISA ELECTRON, POLCARD, AMERICAN EXPRESS, BIS, MAESTRO;
 - payment in cash will be accepted in exceptional cases only.
- 8.3 According to the Agreement signed with "Polcard", PLW S.A. is obliged to refuse honouring and/or to hold permanently for "Polcard" any credit card listed in point 8.2 in relation to which such a decision has been Issued by a "Polcard" representative. The term decision means a statement issued by phone, the list named "STOPLIST" issued under "Polcard" name or electronic transaction refusal.
- 8.4 Any complaints resulted from the application of the procedure described in point 8.3 above should be sent directly to:

POLCARD ul. Ostrobramska 103 04-441 Warszawa Phone: +48-22-515-3000, 515-3005 Fax: +48-22-515-3055 E-mail: info@polcard.com.pl

- 8.5 PLW S.A. is not in any case liable for decisions undertaken by "Polcard" representatives.
- 8.6 PLW S.A. is authorized to refuse to honour any credit cards, cash and/or cheques damaged and/or dirty whose authenticity may be, for justified reasons, questioned.
- 8.7 Decision to hold credit cards or to refuse to honour any credit cards, cash or cheques does not exempt the payer from an appropriate charge calculated on the base of tariff described hereabove.
- 8.8 Regular users of services rendered by PLW S.A. may be invoiced periodically, at least once a month, under conditions defined in the agreement with PLW S.A.
- 8.9 The invoices for payers are issued in PLN. The payments transferred by those payers should be made in PLN.
- 8.10 Payments shall be paid by the date and to the bank account shown in the invoice.
- 8.11 Payments effected by cash will be rounded arithmetically to full unit of the payment amount. This principle does not apply to other forms of payment.
- 8.12 For overdue payment of charges statutory interests will be collected, according to the Polish law's regulations.
- 8.13 The claims concerning the invoices issued will be considered after PLW S.A. receives them in written form within 30 days from the date of issue. The decision regarding the claim will be made within up to 30 days from the claim notification date.
- 8.14 Notification of claim does not exempt the payer from due payments resulting from the invoices issued by PLW S.A.
- 8.15 The carriers performing flights exempted from airport charges, described in point 7.1, are obliged to deliver to PLW S.A. the copy of the flight plan confirming the right to benefit from the exemption. The copy of the flight plan should be sent within 24 hours from the event being the basis to collect airport charges:
 - by fax to +48 71 35 81 229,
 - by e-mail (scanned document) to: oplaty@airport.wroclaw.pl.