

CPH

Copenhagen Airport

Terms of Use

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Section I: Introduction

1. Terms of Use
2. Commencements and Amendment of Terms of Use
3. Governing Law and Venue

Section II: General Conditions

4. Information Related to Airport Services and Charges
5. Use of the Airport
6. Payment of Charges, Securities, Payment Default and Offsetting
7. CPH's Liability
8. Settlement of Disputes

Section III: CPH Go Terms of Use

9. Introduction
10. Access Conditions
11. Remedies for Breach of CPH Go Terms of Use

Schedules

Schedule 1: Master Sheet

Schedule 2: Fleet Information

Section I. Introduction

1. Terms of Use

- 1.1. These Terms of Use apply to the use of the facilities and services offered by Copenhagen Airports A/S (hereinafter referred to as “CPH” or “we”) at our airport at Kastrup (hereinafter referred to as “Airport”) except to the extent that those facilities and services are provided under a separate written contract or license from CPH.
- 1.2. By using the facilities and services in any way (including taking off and landing) the User (hereinafter also referred to as “the airline company” or “you”) agrees to be bound by these Terms of Use. “User” is defined as any party (including but not limited to all types of air carriers, aircraft operators, code sharing partners, aircraft lessees, aircraft lessors (wet and damp leasing), franchisee carriers and aircraft franchisers) making use of the facilities and services at the Airport. If more persons and/or companies acting jointly are covered by the definition of User, then each person and/or company is jointly and severally liable under these Terms of Use.
- 1.3. Section II (General Conditions) applies in relation to any use of the facilities and services at the Airport, whereas Section III (CPH GO Terms of Use) applies specifically when operating at CPH Go.
- 1.4. These Terms of Use are not applicable to slot coordination services, nor services provided by other Ground Handling Service Providers than CPH, or Air Navigation Service Providers.

Slot coordination is carried out by Airport Coordination Danmark A/S (hereinafter also referred to as “ACD”) (<http://www.airportcoordination.com>). A list of Ground Handling Service Providers is available at CPH’s website (<http://www.cph.dk>). En-route services as well as approach and tower control service at the Airport are provided by Naviair (<http://www.naviair.dk>).

2. Commencement and Amendment of the Terms of Use

- 2.1. These Terms of Use shall come into force on 1 February 2014 and shall apply until further notice.
- 2.2. We reserve the right to initiate a review of these Terms of Use. As part of a review process airline companies and other stakeholders will be invited to provide their views enabling us to take this into account when making our final decision about any new conditions. Latest version of the Terms of Use shall be fully applicable until a new version will be announced by CPH.
- 2.3. In urgent cases where the review process outlined above is not feasible we reserve the right to amend these Terms of Use at any time without prior notice, with effect to all Users.
- 2.4. Any new version or amendment to these Terms of Use will be published at CPH's website (<http://www.cph.dk>) and shall enter into force on the date mentioned in the publication. CPH will put its best efforts to notify Users about any changes in advance.

3. Governing Law and Venue

- 3.1. These Terms of Use are subject to Danish law.
- 3.2. Any dispute that may arise in connection with these Terms of Use, including disputes regarding implementation, interpretation and the validity thereof, which are not resolved pursuant to paragraph 8 shall be settled by the Danish courts and shall be brought before the City Court of Copenhagen as court of first instance.

Section II: General Conditions

4. Information Related to Airport Services and Charges

- 4.1. In order for us to efficiently plan and conduct our operation and for the purpose of calculating charges we require all information regarding passengers, aircrafts and cargo traffic relevant for the operation of the Airport and provision of facilities and services to the Users.
- 4.2. Before using the facilities and services at the Airport for the first time or if you have not used the Airport in the previous 12 months you must submit the following information to CPH:
- A) Name, address, telephone and telefax numbers, email addresses for e-invoices and the other contact details listed in schedule 1. Please fill out the form (link provided in schedule 1) and return it to debitor@cph.dk.
 - B) Details of the aircraft registration, aircraft type, MTOW, maximum seat capacity, UID No., engine identification, number of engines, etc. for each aircraft which you intend to use at the Airport. Please fill out the form (link provided in schedule 2) and return it to debitor@cph.dk.
 - C) The names of your handling agent(s) at the Airport, your local representative responsible for security, and summary details of your arrangements for the recovery of disabled aircraft. Please send the names and details to debitor@cph.dk.
- 4.3. You must at any time provide us with the details of any changes to the information described in paragraph 4.2. If you have not provided us with the information described in paragraph 4.2.B) in a timely manner or is the information obsolete and has no accurate information been provided to us, we may charge you for use of our facilities and services based on reasonable estimates unless there is a reasonable and unforeseeable reason for not providing the information in which case you must provide such information as soon as it becomes available.

4.4. You must provide or make available to us the following traffic information for each flight:

A) Messages as described below:

	Message	Description	Deadline
1.	MVT (Aircraft Movement Message).	IATA message format used to report actual time of departure and arrival including delay duration and delay reason.	Both arrival and departure times to be reported immediately after take-off/touch-down. Updated messages, e.g. in case of delays, to be sent as early as possible.
2.	DIV (Flight Diversion).	IATA message format used to report flight diversions.	Diversion messages to be sent as early as possible.
3.	LDM (Load Message).	IATA message format used to report pax numbers, total number of bags per inbound flight, as well as deadload.	Immediately after take-off.
4.	PTM (Passenger Transfer Message).	IATA message format used to report transfer pax.	Immediately after take-off.
5.	PAL/CAL/PSM (Passenger Service Message).	IATA message format used to report pax requiring special assistance such as unaccompanied minors or persons with reduced mobility.	Immediately after take-off.
6.	ICL - Non-IATA standard message (Inbound Connection List). PRL may be used instead in some circumstances.	Fiplan/FLIRT-specific message listing inbound transfer pax.	Immediately after take-off.

B) Any further information CPH reasonably requires regarding the planning and operation of the Airport, e.g. passenger estimates, or to determine charges payable.

4.5. Unless other electronic method is approved by CPH the information required pursuant to paragraph 4.4.A) shall be provided to CPH via electronic data exchange of SITA messages to CPHIT7X, or via SITA type B-compliant messages to cphit7x@sita.cph.dk.

Total number of bags per inbound flight must be provided in the LDM message in the SI field using the format: BX/f (f) (f)/ (e.g. BX/36/).

4.6. Notwithstanding paragraphs 4.2-4.5, for general aviation flights the following information shall be sent to CPH via e-mail to debitor@cph.dk: Company name, billing details (e-mail address), company VAT no., MTOW, engine identification and engine type. For inbound flights information concerning incoming pax (split into adults and infants) is also required. For outbound flights information concerning departing pax (split into adults and infants) is also required.

4.7. If you do not provide us with the information required pursuant to paragraphs 4.4 or 4.6 in time, we may charge you for use of our facilities and services on the basis that each seat on the aircraft operated by you on that day was in fact occupied by a passenger.

4.8. If you have provided to us information under paragraphs 4.2, 4.4 and/or 4.6 and you detect an error in that information, then you must within 60 days provide to us the correct information along with a change note. CPH reserves the right not to correct changes received later than 60 days after the relevant operation.

4.9. We will use our best endeavors to maintain the confidentiality of any information that you provide to us which you advise is commercially sensitive. This paragraph shall not affect non-disclosure obligations pursuant to separate contracts entered into between CPH and any User.

4.10. You acknowledge that we may verify from time to time information provided to us by any means including reference to data collected by the Danish Transport Authority and/or directly counting passengers embarking or disembarking the aircraft. You are requested to use your

best endeavors to assist us to identify the reason for any differences between the information provided by you and the information collected by us.

5. Use of the Airport

5.1. When using the facilities and services at the Airport you must comply with:

- A) The provisions published in the Aeronautical Information Publication (AIP Denmark) regarding the Airport (available on the Danish Transport Authorities' website: <http://www.trafikstyrelsen.dk/EN/Civil-aviation.aspx>);
- B) Our Local Regulations including all appendices hereto (available at CPH's website: <http://www.cph.dk>);
- C) Our Terms of Terminal Operations (available at CPH's website: <http://www.cph.dk>);
- D) These Terms of Use;
- E) All legislation and regulatory requirements in force as might be amended from time to time regarding Airport operations. In case of a serious incidents or aircraft accidents the airline company and its representatives shall comply with the Emergency Response Plan for the Airport; and
- F) Other conditions and specific and general regulations issued by CPH regarding the operation of the Airport.

5.2. These Terms of Use prevail in case of any conflict or discrepancies with other conditions or regulations regarding the use of the Airport's services or facilities, except where it is clearly indicated otherwise.

- 5.3. The Airport is a coordinated airport under the terms of Council Regulation (EEC) No 95/93 (Slot Regulation). For take-off or landing, the airline company shall have a slot allocated by ACD, except for flights by state aircraft, emergency landings and humanitarian flights.
- 5.4. Airline companies and Ground Handling Service Providers shall use the centralized infrastructure at the Airport, which comprises the baggage sorting systems, deicing platforms, hydrant systems, marshaling of aircraft on arrival and departure, transport of passengers between aircrafts and terminals, all counters and desks in existing terminals and piers and the CUTE system. Charges for the usage of the centralized infrastructure provided by CPH are included in the Tariff Regulation except for the usage of the hydrant systems, which are covered by the payment for jet fuel to the jet fuel suppliers.
- 5.5. In case of emergency, including but not limited to special weather conditions, damage to Airport infrastructure, security alerts, epidemics, or other special conditions, as well as in case of special event (e.g. summits) CPH may restrict or limit use of Airport facilities and services. CPH will put its best efforts to reduce any negative impact to Users caused by the restrictions or limitations.

CPH may also refuse to provide particular services or refuse access to Airport infrastructure at any time to any User, who materially breaches its obligations towards CPH, or causes danger to the secure operation of the Airport.

6. Payment of Charges, Securities, Payment Default and Offsetting

- 6.1. Charges are invoiced pursuant to the Tariff Regulation valid from 31 October 2010 until 31 March 2015 (available at CPH's website: <http://www.cph.dk>).

There is a passenger with reduced mobility (PRM) service provided at the Airport. More information regarding the service and the charge for PRM handling is available at CPH's website (<http://www.cph.dk>).

Terminal Navigation Charges (TNC) based on the MTOW of the aircraft will be invoiced by EUROCONTROL on behalf of Naviair. More information is available at Naviair's website (<http://www.naviar.dk>).

- 6.2. Charges shall be paid by the User in cash before each departure from the Airport in accordance with directions given by CPH, unless CPH has agreed to an agreement regarding periodic invoicing, cf. paragraph 6.3. If more persons and/or companies are covered by the definition of User, then each person and/or company is jointly and severally liable to pay the charges.
- 6.3. An agreement regarding periodic invoicing presupposes you will make available all information deemed relevant by CPH for credit assessment purposes. The credit assessment will be part of CPH's decision whether to offer periodic invoicing and in the affirmative on the stipulated terms, including a possible demand for a deposit or a guarantee, cf. paragraph 6.12. Should CPH decide not to offer periodic invoicing the User can comment on this decision. Typically CPH issues invoices twice each month (1st period is from 1-15 in a month; 2nd period is from 16-to the last day in a month). Invoices will be sent to the e-mail address given by you, cf. paragraph 4.2.
- 6.4. The terms of payment for invoices are 14 days net.
- 6.5. Payment shall be made to the account of CPH with Danske Bank, Holmens Kanal Branch, Holmens Kanal 2-12, DK-1092 Copenhagen K. Sort code 3100. Account no. 3141 0800 16. SWIFT-CODE: DABAKKDK. IBAN account no.: DK09 3000 3141 0800 16. CPH may at any time advise you that future payments shall be made in another way.
- 6.6. Payments shall be deemed to be made on time when received on or before the due date. If such day is not a business day in Denmark, payment on the following business day shall be deemed to be on time.
- 6.7. In the event of payment after the last due date, default interest and charges pursuant to the Danish Interest Act will be imposed, including collection charges, and other collection costs.

- 6.8. In the event of any default of one or more payment obligations CPH may make the use of our facilities and services at the Airport conditional upon the provision of a guarantee or deposit, cf. paragraph 6.12, covering the amount due and the expected charges for the forthcoming period of up to three months. If the payment default comprise Terminal Navigation Charges (TNC) CPH can include expected Terminal Navigation Charges (TNC) in the calculation.
- 6.9. In the event of repeated failures to pay CPH may further inform you that you will not be allowed to make use of our facilities and services at the Airport until all charges due plus interest and charges pursuant to the Danish Interest Act, cf. section 6.7, have been paid.
- 6.10. Under the Danish Air Navigation Act CPH has the right to prevent an aircraft from leaving the Airport if the charges for the latest landing at, stay at, and departure from the Airport have not been paid when due, or until the necessary security for payment has been given. CPH may also demand statutory debt collection and liens pursuant to the Danish Air Navigation Act.
- 6.11. If CPH has several overdue claims on the airline company, payments received which do not completely cover the total claim on the airline company will (i) first be written off against any interest, charges and other costs as a result of payment default, and will (ii) subsequently be written off against the principal (first against the oldest part of the amount overdue).
- 6.12. CPH may make the use of the facilities and services at the Airport conditional upon the provision of due collateral security for payment by way of a deposit or a guarantee, cf. paragraph 6.14, corresponding to the expected charges for a period of up to three months. The size of the deposit or guarantee shall be set by CPH. CPH may demand an increase of a deposit or guarantee giving 14 days' notice.
- 6.13. Any deposit will not carry interest.
- 6.14. The guarantee shall be made through an international recognized bank. The guarantee must be on demand and in all respects on terms acceptable to CPH. CPH may demand that a guarantee be issued by another bank, if the bank which originally issued the guarantee subsequently receives a lower rating from one of the internationally recognized credit rating agencies or CPH otherwise estimates that special circumstances apply.

- 6.15. In the event of the lapse or expiry of a guarantee, the guarantee shall be extended by you on your own initiative no later than 14 days before such lapse or expiry. Otherwise, CPH shall be entitled to draw on the guarantee without notice and/or change the payment terms to cash payment.
- 6.16. CPH may undertake a renewed credit assessment at any time and may in that connection require information from the User deemed relevant by CPH for the credit assessment. Failure to make information available or a changed credit rating may have the effect that CPH will demand that you must provide due collateral security for the payment by way of a deposit or a guarantee in accordance with paragraph 6.12.
- 6.17. The airline company shall not be entitled to set off any claims against CPH which have not been acknowledged in writing by CPH or determined in a final court decision, nor shall the airline company be entitled to withhold any payment of charges due to claims of any kind.

7. CPH's Liability

- 7.1. CPH shall, with the limitations set out below, be liable for loss or damage arising or resulting directly from a negligent act or omission on the part of CPH or employees, servants, agents or affiliated companies acting on our behalf in accordance with the general rule of Danish law.
- 7.2. Neither we nor our employees, servants, agents or affiliated companies shall be held liable, separately or jointly for any services provided by a third party in the territory of CPH, e.g. Air Navigation Service Providers or Ground Handling Service Providers, nor for acts or omissions of third parties or individuals.
- 7.3. Neither we nor our employees, servants, agents or affiliated companies shall be held liable to pay for any damage caused by force majeure or other circumstances which are outside the control of CPH, irrespective of whether CPH itself participates in such circumstances or the like. This includes natural disasters; severe weather conditions; war; civil unrest; strikes; sabotage, acts of terrorism, including computer virus and hacking; power, data communication or telecommunication failures; breakdown of or lack of access to IT systems or damage to IT

systems or damage to data in such systems caused by such events, regardless of whether CPH or a third-party supplier is in charge of the operation of the systems; and other similar situations.

- 7.4. Neither we nor our employees, servants, agents or affiliated companies shall have any liability or be obliged to indemnify any indirect loss; consequential loss; loss of profits; loss of revenue; loss of goodwill; loss of opportunity; loss of use/business; loss of data; or increased costs or expenses. For the avoidance of doubt CPH shall not be liable for any loss originating from claims from third parties (including passengers and suppliers) of the airline company, even if CPH has been advised of the possibility of such loss.
- 7.5. The total aggregate liability of CPH and our employees, servants, agents and affiliated companies to Users and all third-parties arising out of any one occurrence shall not exceed DKK 1,000,000,000.
- 7.6. This paragraph 7 shall not exclude, restrict or limit CPH's liability for death or personal injury resulting from negligence. Further, the limitations of liability set forth in paragraphs 7.4-7.5 do not apply to loss caused by an act or omission on the part of CPH or our employees, servants, agents or affiliated companies if this has been done with the intent to cause damage.

8. Settlement of Disputes

- 8.1. If there is a dispute between us concerning an invoice, then:
 - A) You must write to us by email to debitor@cph.dk within 60 days after receipt of the invoice in question.
 - B) In your email you must provide, at minimum, the following information in order for us to accept a dispute: (i) the invoice number; (ii) the total amount of the invoice in dispute; (iii) the specific reasons for the dispute; and (iv) supporting evidence.

- C) You lose the right to make any claim if it is not filed within the time limit specified in paragraph 8.1.A).

8.2. If you believe CPH is liable for loss or damage, cf. paragraph 7, then:

- A) You must ensure that all accidents are immediately reported to our Operations Centre (OC), cf. chapter 7 in our Local Regulations.
- B) You must without delay file a claim by email to damages@cph.dk providing particulars of the reasons for the claim together with any supporting evidence available at this time. You lose the right to make any claim if it is not filed within 6 months following the incident giving rise to the claim.
- C) In order to ensure an expedient process the claim shall be handled in accordance with CPH's standard claims handling procedure, which where relevant includes involvement of an independent and reputable claims assessor.
- D) CPH and the airline company shall ensure that the dispute is processed without undue delay. You shall assess and inform CPH of the amount claimed as soon as practicable possible.

Section III: CPH Go Terms of Use

9. Introduction

- 9.1. The CPH Go Terms of Use in this section III shall be considered a supplement to the General Conditions in section II. Any operation at CPH Go shall be in compliance with the CPH Go Terms of Use (section III) and the General Conditions (section II).
- 9.2. In case of any discrepancy between these CPH Go Terms of Use (section III) and the General Conditions (section II), the CPH Go Terms of Use (section III) shall prevail.
- 9.3. Baggage from passengers/airlines using CPH Go may be handled at both of the baggage facilities BF2 and BF3.

10. Access Conditions

- 10.1. To achieve access to operate at CPH Go and make slot reservations for CPH Go, the airline company shall at all times comply with all of the following conditions, which are intended to allow standardized operations ensuring that the facilities can be operated with a high degree of efficiency by all users.
 - A) The airline company must achieve minimum 90 percent self-check-in, e.g. via mobile phone, Internet, CUSS check-in or similar.
 - B) The airline company must operate “Common Use”¹ single class check-in and bag-drop with bag tag print possibility.

¹ Common use is defined as one area and/or one function used by multiple Airlines.

- C) The airline company must ensure that passenger waiting time at any check-in or bag-drop queue does not exceed 15 minutes.
- D) The airline company must ensure that check-in and bag-drop are closed at least 40 minutes prior to scheduled time of departure.
- E) [Term deleted].
- F) It is possible to handle odd size baggage.
- G) The airline company must operate within a maximum turnaround time of 30 minutes².
- H) [Term deleted].
- I) Only aircraft within the ICAO group A, B and C may have access to the CPH Go pier.
- J) Only EU and EFTA flights may be operated from the CPH Go pier³.
- K) The presence of airline staff for guiding passengers on apron is mandatory for safety purposes, as no jet bridge is available.
- L) Boarding will be allowed while fuelling.
- M) The airline company must ensure that the baggage sorting box is open at least 150 minutes before scheduled time of departure and correspondingly is closed at least 25 minutes before scheduled time of departure.
- N) The airline company must ensure that first bag is placed on the baggage belt (race track) 20 minutes after “aircraft on block” at the earliest.

² Airline companies based in Copenhagen Airport may have 15 minutes scheduled longer turnaround time once per day per stationed aircraft.

³ No domestic flights shall be operated from the CPH Go pier.

- O) The airline company must ensure that last bag is placed on the baggage belt (race track) no later than 35 minutes after “aircraft on block”.
- P) The airline company must ensure that the baggage belt (race track) is emptied no later than 60 minutes after “aircraft on block”.
- Q) The airline company must ensure that baggage reclaim counters are open for a period of minimum 60 minutes after “aircraft on block” and always until registration of the last bag from the flight in question.
- R) CPH Go pier flights will be announced 45 minutes prior to the estimated time of arrival on monitors.

11. Remedies for breach of CPH Go Terms of Use

- 11.1. The airline company remains at all-time solely responsible for compliance with the CPH Go Terms of Use. However, as an exception to this main rule, the airline company shall not be held responsible for non-compliance with the CPH Go Terms of Use in the event, such non-compliance is caused directly by the actions or omissions of CPH.
- 11.2. By the end of each calendar month CPH will carry out an evaluation as to whether the airline company continuously complies with the CPH Go Terms of Use, including the access conditions stipulated in paragraph 10.1 above. The evaluation of compliance with the access conditions stipulated in paragraph 10.1 clauses A, C, G, N and O shall be based on a calculation of the airline company’s average performance per access condition per calendar month. CPH will base the evaluation on documented monitoring.
- 11.3. In the event that an airline company fails to comply with any of the access conditions stipulated in paragraph 10.1 above, the airline company will be granted one “recovery period” of one calendar month following the calendar month of non-compliance.

- 11.4. In the event that the airline company during the recovery period fails to comply with any of the access conditions stipulated in paragraph 10.1 above, the airline company shall no longer have access to operate at CPH Go. Consequently, as from the 16th day in the calendar month, following the recovery period, CPH Go slots, which have been allocated to the airline company, shall no longer apply⁴.
- 11.5. The airline company may at all times file a new request for prequalification.
- 11.6. If the airline company previously has lost access to operate at CPH Go, cf. paragraph 11.4 above, the request for prequalification must include documentation of implemented measures to safeguard future compliance with the access conditions, with which the airline company has previously failed to comply. If, subject to the decision of CPH, the documentation supplied is insufficient to safeguard future compliance with the CPH Go Terms of Use, CPH shall be authorized to refuse the request for prequalification.

⁴ CPH Go grandfather rights will be administered according to Council Regulation (EEC) No 95/93 of 18 January 1993 on common rules for the allocation of slots at Community airports.

SCHEDULES

NEXT PAGE

Schedule 1: Master Data

CPH reserves the right to change the form below. The current form will be available online at:
<http://www.cph.dk/Documents/Om%20CPH/B2B/Airline%20Sales/CustomMasterData.PDF>

IATA / ICAO CALL SIGN:
AIRLINE / COMPANY NAME:
VAT NO. / COMPANY REGISTRATION NUMBER:

HEAD QUARTER:

COMPANY NAME
STREET
POST CODE
CITY
STATE
COUNTRY
PHONE NUMBER
FAX NUMBER
WEB

BILLING ADDRESS:

COMPANY NAME
STREET
POST CODE
CITY
STATE
COUNTRY

DOES YOUR COMPANY HOLD AN AOC DOCUMENT (AIR OPERATOR CERTIFICATES)?
PLEASE ENCLOSE A COPY OF AOC:

IS THE SCHEDULED PROGRAM OPERATED BY YOU OR A THIRD PARTY?
IF THIRD PARTY, PLEASE PROVIDE CONTACT INFORMATION FOR OPERATING CARRIER

SHALL INVOICES FOR AIRPORT CHARGES BE SENT TO YOUR COMPANY OR A THIRD PARTY?
IF THIRD PARTY, PLEASE PROVIDE CONTACT INFORMATION FOR COMPANY RESPONSIBLE.

ACCOUNTS PAYABLE:

NAME OF CONTACT PERSON
E-MAIL ADDRESS FOR ACCOUNTS PAYABLE
PHONE NUMBER FOR ACCOUNTS PAYABLE
FAX NUMBER

TYPE OF ELECTRONIC FILE (PDF FILE / XLM FILE / PDF & XLM FILE)
E-MAIL ADDRESS FOR E-INVOICES 1

TYPE OF ELECTRONIC FILE (PDF FILE / XLM FILE / PDF & XLM FILE)
E-MAIL ADDRESS FOR E-INVOICES 2

Schedule 2: Fleet Information

CPH reserves the right to change the form below. The current form will be available online at: <http://www.cph.dk/Documents/UK/Airline%20Sales%20UK/Fleetinfo.xlsx>

Fleet information only for Turbofan engine types and Mixed Turbofan

Airline code in IATA-format: _____

You can find information for all columns in the sheet "Descriptions Turbofan and Mixed turbofan"

If an aircraft has multiple engines of the same type, please enter number of engines in the field "No. of Engines".

If an aircraft has different types of engines (UID No and Engine Identification), please enter one line per engine type.

A/C Reg	A/C type IATA	MTOW	Max seat cap.	UID No.	Engine Identification	No. of Engines	Remarks

Fleet information for turboprop, business jet, piston, helicopters

Airline code in IATA-format: _____

You can find information for all fields in the sheet "Descriptions Turboprop, Business Jet, Piston and Helicopters"

If an aircraft has multiple engines of the same type, please enter number of engines in the field "No. of Engines".

If an aircraft has different types of engines (LTO(values) and Engine Identification), please enter one line per engine type.

A/C Reg	A/C type IATA	MTOW	Max seat cap.	LTO NOx total mass (g)	Engine Identification	No. of Engines	Remarks