



GENERAL CONDITIONS FOR VISITING STAFF
(DOCUMENT 21/25 08-2007 REV.1)



1. INDEPENDENCE OF CONTRACTORS

The Contractor and his staff shall be deemed to be independent contractors and shall not be considered as agents of Alba.

2. LANGUAGE

All the Contractor's staff must have a good working knowledge of the English language both written and spoken.

3. CONTRACTOR'S SUPERVISION

The Contractors shall nominate a member of his staff to act as a supervisor. This supervisor will be responsible for all liaison with Alba and any instruction given to the supervisor shall be deemed to have been given to the Contractor and all other members of the Contractor's staff. Similarly any agreement made with the Contractor's supervisor shall be binding on the contractor.

4. MEDICAL

4.1. The Contractor is responsible for ensuring that his staff are medically fit before arriving at Alba. Alba reserves the right to reject and request the removal and replacement of any of the Contractor's staff whom Alba, at its sole discretion, deems unfit.

4.2. Alba's medical facilities will be made available to the Contractor's staff in cases of emergency and for primary ambulant medical care. However the cost of any medical facilities provided to the Contractor's staff will be back charged to the Contractor.

4.3. The cost of hospitalization of any of the Contractor's staff, within Bahrain, shall be for the Contractor's account.

4.4. The Contractor shall replace any of his staff who are incapacitated for more than seven consecutive days. All expenses incurred in replacing such staff will be for the Contractor's account.

5. SAFETY AND SECURITY

The Contractor's staff must comply with all general safety rules and regulations at Alba and any particular safety precautions and procedures as detailed by Alba. The Contractor will be responsible for providing all necessary safety clothing and equipment for his staff. Any of the Contractor's staff who does not comply with Alba's rules, regulations or requirements may be refused access to the site.

6. GOVERNMENT REGULATIONS

The Contractor and his staff must comply with all laws and regulations enacted by the Bahrain government and shall indemnify Alba against any liability incurred through the Contractor's failure to comply with such laws and regulations.

7. REPLACEMENT OF STAFF

Alba reserves the right to request the removal and replacement of any of the Contractor's staff. Any such demand must be supported by reason therefore. The costs of replacement (and repatriation if applicable) shall be borne by the Contractor.

8. PROTECTIVE CLOTHING

All contractor personnel required to work in so called "Hot Metal Areas" (in most Reduction and Cast house areas), must be wearing Flame Retardant Personal Protective Clothing (FRPPC). As with all other Personal Protective Equipment, this FRPPC is to be supplied by the Contractor at its cost. This FRPPC can either be obtained from Alba at a price or direct from an Alba Approved Supplier (details available from Alba).

9. WORKING HOURS / WORKING WEEK

Regardless of Bahrain or any other statutory holidays, and unless otherwise stated in the accompanying agreement / order, the Contractor's site staff will be expected to work 8 hours per day for 6 days per week, Saturday to Thursday inclusive, Friday being a normal rest day. The Contractor should allow in his price for any premium time working. Alba reserves the

right to instruct the Contractor's staff to extend these hours as necessary to maintain the agreed programme of work at no extra cost to Alba. Alba's normal working hours (other than for shift workers) are 6.30 am to 3.00 pm Sunday to Thursday. If the Contractor's staff are being paid for on an hourly basis then time sheets must be submitted on a daily basis for approval and signature by Alba's representative. All invoices from the Contractor must be substantiated by approved time sheets.

10. RATES AND CHARGES

10.1. Alba will reimburse the Contractor for the services of his staff in accordance with the rates and terms of payment given in the accompanying agreement / order.

10.2. Payments to the Contractor will be made against presentation of invoice, substantiated as appropriate.

11. OTHER EXPENSES

Responsibility for other expenses such as:

- accommodation in Bahrain.
- living expenses.
- transportation in Bahrain.

12. PROVISION OF FACILITIES BY ALBA

12.1. Where appropriate Alba will provide and pay for all work services (e.g. light, water, compressed air).

12.2. Entirely at Alba's discretion and subject to prior agreement, Alba may provide the following facilities to the Contractor and back charge the Contractor for so doing:

- telephone and telex facilities for business purposes.
- office accommodation at Alba.
- storage facilities at Alba.
- safety equipment and clothing.
- emergency and primary ambulant medical care.
- assistance with arrangement of visas, NOCs and Bahrain Driving License.

12.3. Responsibility for provision of all parts, tools and equipment, lubricants and cleaning materials shall be defined in the accompanying agreement / order.

13. DRIVING LICENCE

Before any vehicle may be driven in Kingdom of Bahrain or at Alba's plant site the Contractor's staff must be suitably licensed.

14. VISAS AND NOC's

The Contractor's staff arriving from overseas may require visas and no-objection certificates (NOCs) prior to their arrival in Bahrain. Requirements should be clarified either with Alba or a Bahrain Embassy prior to arrival in Bahrain. The costs of all such documentation shall be for the Contractor's account.

15. WARRANTY

The Contractor warrants the workmanship of his staff for a period of twelve months from the date of completion. Should any of the work prove faulty or fall short of the prescribed standard the Contractor undertakes to re-perform the faulty work at no cost to Alba. Any work repaired or replaced under this clause shall be subject to a new twelve months period warranty commencing the date of such repair or replacement.

16. LIABILITY

16.1. Alba shall not be liable for any injury to or death of the Contractor's staff or loss or damage to the Contractor's tools and equipment whilst at Alba.

16.2. The Contractor shall indemnify Alba against any liability resulting from death of or injury to third parties and against loss of or damage to property belonging to them.

16.3. The Contractor shall indemnify Alba against any injury to or death of Alba employees and against any loss of or damage to Alba property arising out of the performance of work by the Contractor.

16.4. The Contractor shall maintain insurance to protect himself against all such liabilities, and, upon Alba's request, produce proof of such cover.

17. CONFIDENTIAL INFORMATION

During the course of their work the Contractor's staff may be privy to information confidential to Alba. The Contractor and his staff agree to keep such information confidential and not to disclose any such information to a third party without the prior written approval of Alba. No photography is permitted at Alba's plant site without Alba's express permission.

18. TAXES

Alba will be responsible for any taxes levied by the Kingdom of Bahrain with the exception of any duty or deposits payable in Bahrain on any tools or equipment imported to Bahrain in order to carry out the services.

19. ARBITRATION

Any dispute arising between Alba and the Contractor regarding the services of the Contractor's staff and which cannot be resolved shall be referred to arbitration in Bahrain in accordance with the Civil and Commercial Procedure Act (Statute No. 12/1971).

20. LAW

These conditions shall be construed in accordance with and remain subject to the laws of the Kingdom of Bahrain.