

## PMA Passes Conditions

### 1 Definition

1.1 Unless the context otherwise requires:

1. "Application" means the application from which these terms and conditions refer to.
2. "Authorised Vehicle" means a vehicle belonging to the PMA Pass Holder, including a car (either belonging to the PMA Pass Holder or to any of the PMA Pass Holder's employee) and commercial vehicle, which has been pre-registered with PMA and in respect of which an Authorisation has been issued.
3. "Employer" means the company, firm or business which employs the applicant's as stated in the application.
4. "PMA Facilities" Meaning Mina Salman and Bahrain Logistics Zone as defined below.
5. "PMA Pass" means a pass issued to Mina Salman and Bahrain Logistic Zone pursuant to the Application and any replacement or renewal or amendment thereof.
6. "Operational Area" means any place within the Restricted Area where the conveyance, loading, unloading, handling or storage of goods take place and include wharves, wharf aprons, container freight stations, transit and backup warehouses, alleyways, eaves of container freight stations, roadways, hard standings, container yards, chassis yards, interchange areas, any place on boards vessels and any other place deemed as such by PMA.
7. "Pass Conditions" means these PMA Pass Code Articles found on the reverse side of the pass application and the PMA Security, Safety, Health and Environmental Rules.
8. "PMA Pass Holder" means the person to whom a PMA Pass is issued by PMA.
9. "Restricted Area" means PMA's premises which are designated as protected places declared by PMA which access requires the production of PMA Pass and/or any documents as required by PMA from time to time.
10. "Sponsor" means the person to who sponsors the application.
11. "Vehicle Pass" means a PMA Pass pursuant to the application and any replacement or renewal or amendment thereof.

### 2 Use and Ownership

- 2.1 The PMA Pass is issued pursuant to Security, Safety, Health and Environment Rules.
- 2.2 Only the PMA Pass Holder may use PMA Facilities.
- 2.3 The Sponsor and the PMA Pass Holder jointly and severally accept full responsibility for all transactions made by the use of the PMA Pass in whatsoever manner effected with or without the PMA Pass Holder's knowledge or authority and whether or not in error as if the PMA Pass had been used by the PMA Pass Holder personally.
- 2.4 The PMA Pass remains the property of PMA at all times. PMA shall have the right to in-validate the PMA Pass at any time or refuse to re-issue, replace or renew the PMA Pass without any reason being assigned therefore and without any refund of any fees paid.
- 2.5 The Pass Holder shall return the PMA Pass at PMA's request made at any time. Unless otherwise stated, a PMA Pass is valid for no more than one (1) year and PMA Temporary Pass is valid for no more than three (3) months.

### 3 Invalidation, Suspension, Amendments, Loss and Replacement

- 3.1 PMA may at any time in its absolute discretion without notice and without giving any reason invalidate or refuse to renew, amend or replace the PMA Pass without giving any explanation thereof.
- 3.2 Without prejudice to the foregoing, PMA may invalidate or refuse to renew, amend or replace the PMA Pass upon the occurrences of any one or more of the following events:

#### 3.2.1. Pass Invalidation

- 1 The Pass is considered invalid when:
  - a) The PMA Pass Holder employer requests such invalidity or the PMA Pass Holder is not eligible to continue holding the PMA Pass.
  - b) The PMA Pass amended or altered unofficially.
  - c) The PMA Pass is lost, which is considered cancelled and the procedures to issue a replacement for lost PMA Pass is implemented.
  - d) Holder of the PMA Pass expired.

#### 3.2.2. Pass Suspension

- 1 The PMA Pass shall be suspended in the following cases.
  - a) The PMA Pass Holder is not complying with PMA Pass Conditions, the PMA Security, Safety, Health and Environmental Rules.
  - b) Misuse of PMA Pass.
  - c) Misconduct at PMA Facilities.
  - d) End of employment.
  - e) Unauthorised access.
  - f) Where the PMA Pass Holder has breached any legislation of Kingdom of Bahrain;
  - g) The PMA Pass is revoked by the PMA for any reason.
- 2 The PMA Pass Holder will receive a verbal warning after failing to comply with PMA Pass Conditions, the PMA Security, Safety, Health and Environmental Rules or any other terms and conditions as may be implemented by PMA.
- 3 The PMA Pass Holder will receive a written warning addressed to his Sponsor/Employer after continuing failing to comply with PMA Pass Conditions, the PMA Security, Safety, Health and Environmental Rules or any other terms and conditions as may be implemented by PMA from time to time.
- 4 If the PMA Pass Holder is determined to continue failing to comply with PMA Pass Conditions, the PMA Security, Safety, Health and Environmental Rules or any other terms and conditions as may be implemented by PMA from time to time, the PMA Pass will be revoked by the PMA Pass Office and further disciplinary action may take place.

#### 3.2.3. Pass Amendments

- 1 The amendments of any information of the application have to be notified to the PMA Pass Office. The PMA Pass can only be amended by an official request for amendments. These amendments do not constitute as an extension to the validity time of PMA Pass.

### 3.2.4. Pass Loss and Replacement

- 1 If the PMA Pass is lost or stolen, the Employer and/or the Sponsor shall immediately report by writing the same to the PMA Pass Office.
- 2 An authenticated copy of Port Police statement is requested before the re issue of such PMA Pass.

### 4 Activities

- 4.1. While the PMA Pass Holder in any Operational Areas, the PMA Pass Holder shall exercise due care and diligence, for his own safety and that of others and shall comply with all Bahrain laws and regulations relating to his safety, health and welfare including the workplace safety and that of the others. The PMA Pass Holder shall also comply with all safety rules, practise and requirements that may be implemented by PMA at any time and from time to time.
- 4.2. The PMA Pass Holder shall, upon entry into PMA Facilities, declare to the security officer all articles (except goods for shipments or storage and personal effects) which he is bringing to the PMA Facilities and, upon exit from the PMA Facilities, produces proof of purchase or receipt of all such articles as and when required by PMA.
- 4.3. The PMA Pass Holder shall have the PMA Pass with him/her at all times while in PMA Facilities and must produce the same for inspection and when required by PMA. The PMA Pass Holder shall also display his PMA Pass prominently at all times in the PMA Facilities.
- 4.4. The PMA Pass Holder shall not photograph or film any part of the PMA Facilities without valid pre-authorization.
- 4.5. A PMA Pass Holder shall only park at authorised parking lots designated by PMA in its absolute discretion at any time and from time to time.
- 4.6. A PMA Pass Holder shall not drive a motor-vehicle into and/or within the Operational Areas without prior written approval of the respective manager.
- 4.7. The PMA Pass Holder shall comply with all rules and lawful directions given by any authorised officer of PMA or as indicated by any signboard upon entering and/or within PMA Facilities.

### 5 Vehicle Entry

- 5.1. Each PMA Vehicle Pass may only be used by the PMA Pass Holder in respect of an Authorised Vehicle and shall not in any way be transferred for use by any other person or in respect of any other vehicle. Its unauthorised possession, use, retention or transfer to another person constitutes an offence.
- 5.2. Each PMA Vehicle Pass may only be used by the PMA Pass Holder for the entry of one Authorised Vehicle into PMA's Facilities for Purpose of carrying out the pass holder's official business as approved by PMA.
- 5.3. No Authorised Vehicle shall remain in PMA's Facilities longer than necessary for the conduct of any official business as approved by PMA or for any other purpose.
- 5.4. The PMA Vehicle Pass must be displayed prominently on the left hand side of the front windscreen of the Authorised Vehicle to facilitate inspection.
- 5.5. The driver and each passenger seeking entry into PMA's Facilities by way of the Authorised Vehicle must hold and produce their respective PMA Pass for inspection.
- 5.6. No issuance for a Vehicle Access to the Naval Base without an approval letter from NSA-Surface Operations/ US Navy.
- 5.7. NSA-Surface Operations will be issuing Vehicles Access Pass (Blue Pass) to access the US Naval Base.
- 5.8. Port stakeholders shall ensure that each of its drivers, upon entering and within PMA's Facilities complies with Bahrain Government Traffic Regulation.

### 6 Liability

- 6.1 The Pass Holder enters the PMA Facilities at his own risk and the PMA Pass Holder and the Employer and/or Sponsor shall indemnify PMA and absolve PMA from all liability and any loss or damage to any property or death or injury of any person arising directly or indirectly out of any act, omission, negligence or default on the part of any person, including any:
  - a) Any use or misuse of the PMA Pass; and/or
  - b) Breach of any provision of the Pass Conditions and/or any other terms and conditions as may be set by PMA at any time and from time to time on the part of the Pass Holder and/or
  - c) Any act or enforcement or protection of PMA's rights and remedies against the Pass Holder and/or Sponsor under the Pass Conditions.
- 6.2 Without prejudice to the generality of clause 6.1, PMA shall not be liable in any way for any inconvenience, loss, damage or embarrassment of any nature suffered by the PMA Pass Holder the Employer and/or Sponsor due or arising from the PMA Pass not being accepted or honoured or being invalidated or withdrawn for any reason whatsoever including but not limited to the error, defect, failure or interruptions in any operations facilities service resulting or arising from any breakdown, repair, servicing, mechanical or other defect of the IT, Data system or communication lines or any equipment whether or not belonging to PMA or from any other cause and whether or not PMA, its servants or agents shall have been negligent or shall not be liable in any way if PMA is unable to perform its obligations under the Pass Condition due directly or indirectly, to the failure of any machine, system of authorisation, data processing or communication system or transmission link or any industrial dispute, war, Act of God or anything outside the control of PMA, its servants or agents.

### 7 Variations of Passes Conditions

- 7.1. PMA may vary any part of the Pass Code and Conditions at any time in such manner as PMA may decide and such changes may be notified to the PMA Pass Holder in writing or by publication thereof or by any other means or manner as PMA may decide.

### 8 General

- 8.1. The Pass Holder should read and understand the current editions of the Pass conditions and agreed to abide there above.
- 8.2. If any provision of the Pass Conditions or any part thereof is declared void, invalid, illegal or otherwise unenforceable under any applicable law, such provision or part thereof shall be served and the remaining provisions or the remaining parts of the provision shall remain in full force and effect.
- 8.3. The PMA Pass is neither transferable nor assignable. Its unauthorised possession, use, retention or transfer to another person or panel offences.
- 8.4. No forbearance or failure or delay by PMA in exercising any right, power or remedy is to be deemed a waiver or partial thereof on the part of PMA. No waiver by PMA of any breach of the Pass Conditions on the part of the Pass Holder is to be deemed as waiver of any subsequent breach of the same or any other provision of the Pass Conditions.
- 8.5. The Pass Code and Conditions are governed by Bahrain law and jurisdictions.