

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

Order Form for the Thorough Evaluation of a New Building System

Date: _____

To:

The National Building Research Institute (NBRI)

The BSEU for Testing & Approval of new Building Systems

Technion City

Haifa 3200003, Israel

Fax: 972-4-8324534

Att. - BSEU Manager

Order for the Thorough Evaluation of the Building System: " _____ ¹"

(your allocated serial number for the proposed building system: _____)¹

Further to our preliminary evaluation order of the above-mentioned building system, dated _____, and following your document summarizing the results of the preliminary evaluation, which we received on _____, we hereby order a thorough evaluation of this building system.

As an integral part of this order, we hereby state and agree to all of the following:

1. We have carefully read your standard letter, dated _____, which we received following our inquiry regarding the evaluation of the above-mentioned building system and/or the explanatory document regarding the evaluation processes of new building systems offered by the Building Systems Evaluation & Approval Unit (hereinafter referred to as "the Unit") at the National Building Research Institute (hereinafter referred to as "the Institute"), which we have downloaded from the _____

¹ Please complete the missing information in all appropriate places.

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

Unit's website, and we state that the evaluation and approval process of new building systems, including all stages, as practiced by the Unit, is clear to us.

2. We have carefully read the document that summarizes the results of the preliminary evaluation of the above-mentioned building system, which you prepared and which we received on _____, and we undertake to act according to all of the instructions set out in it.

3. We state that the person in charge of all that pertains to the evaluation of the above-mentioned building system, on behalf of our company, including for purposes of written communication and/or clarification of technical issues during the course of the methodical evaluation of the said building system is: _____ whose contact information is: _____.

4. The preliminary assessment report regarding the above-mentioned building system that will be prepared upon completion of the thorough evaluation and the "temporary approval certificate" for the implementation of the above-mentioned building system that you will issue, provided the results of the thorough evaluation of this building system are positive, will be prepared for the applicant:

Name of company (the _____
applicant):
Address: _____
Telephone: _____
Fax: _____

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

5. We undertake to submit to the Unit three printed copies and one electronic copy in PDF format of all supplementary information required according to the specifications of the document summarizing the results of the preliminary evaluation of the above-mentioned building system, mentioned in above clause 2, and any additional information that may be required, if required, for the purpose of the thorough evaluation of the above-mentioned building system. During the course of the thorough evaluation, we will also complete and provide any additional applicable technical information, drawings, amendments to drawings already submitted, amended calculations, and so on, as you may require.
6. It is clear to us that the process of thorough evaluation of the above-mentioned building system will begin only after we submit to the Unit all supplementary and/or amended technical material that is relevant to the above-mentioned building system, as mentioned in above clause 5, along with an advance payment on account of the execution of this thorough evaluation, as specified in below clause 10.
7. We undertake to update the Unit immediately regarding any applicable technical information that will become available to us regarding the above-mentioned building system.
8. We state that all of the material that we provide the Unit is reliable. It is clear to us that the preliminary assessment report regarding the above-mentioned building system the Unit will prepare upon completion of the thorough evaluation of the above-mentioned building system, as well as the temporary approval of its implementation that you will issue after the successful completion of the thorough evaluation of the above-mentioned building system, will be based on the complete set of documents and certificates that we will provide you, under our full responsibility and without you having to re-check their reliability.

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

9. We hereby state that we are the owners of the above-mentioned building system and/or owners of its distribution rights in Israel and that the material that we have provided or that we will provide the Unit, during all stages of the evaluation of the above-mentioned building system, including during the stage of its thorough evaluation, contains nothing that we are not permitted to provide, or that you do not have permission to refer to as part of the thorough evaluation of the above-mentioned building system. In addition, it is clear to us, and we agree that should we wish to keep certain details pertaining to the building system confidential and not include them in the various documents regarding the system that the Unit will issue, we must submit a written, advance request, immediately following the provision of said information. The Unit will consider the request and will inform us whether, under such conditions, it is willing to comply with the request and perform, or continue to perform the evaluation of the proposed building system. Should the Unit determine that it cannot comply with the request, the Unit will inform us, and if we do not reconsider our request, the evaluation of the said building system will be stopped immediately. In addition to all the above, we agree that we may not set forth any claims in this context before any entity, including the Technion and/or the Technion Institute for Research and Development Inc. and/or the National Building Research Institutes and/or the Building Systems Evaluation & Approval Unit and/or anyone acting on their behalf and/or the State of Israel or anyone acting on its behalf.
10. We hereby undertake to make full payment for the thorough evaluation of the above-mentioned building system, which totals [REDACTED] NIS, not including VAT as required by law, before receiving the preliminary assessment report and temporary approval for the implementation of the above-mentioned building system, as specified in the document summarizing the results of the preliminary evaluation of the above-mentioned building system, mentioned in above clause 2. In addition, a 50% advance payment for the thorough evaluation of the above-mentioned building system, in the total of [REDACTED] NIS, not including VAT as

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

required by law, is hereby enclosed, as specified in the document summarizing the results of the preliminary evaluation of the above-mentioned building system, mentioned in above clause 2. According to your instructions, this payment is made to the Technion Institute for Research & Development Inc. (on behalf of the Building Systems Evaluation & Approval Unit).

11. It is clear to us, and we agree that the cost of the thorough evaluation of the above-mentioned building system, stated in above clause 10, cover the costs of the thorough evaluation taking into consideration no more than two rounds of comments by the expert team evaluating the said building system. Should we fail to correct and complete all that requires correction and completion in the technical documents that we submit to the Unit, as per the comments we receive from the expert team evaluating the above-mentioned building system, in the framework of two comment rounds, as specified above, the execution duration of the thorough evaluation of the said building system will be extended, as will its cost. In such a case, we undertake to cover the additional cost required due to additional work inputs of the expert team evaluating the said building system, as will be specified in a written notification that the Unit will send us.

12. It is clear to us and we agree that the actual execution of the thorough evaluation of the above-mentioned building system and/or the preparation of an preliminary assessment report on the matter and/or the issuing of a "temporary approval" for the implementation of the above-mentioned building system, do not constitute approval or a permit to build anywhere, and so we may not set forth any claims in this matter against the National Building Research Institute and/or the Building Systems Evaluation & Approval Unit and/or the Technion and/or the Technion Institute for Research & Development Ltd. and/or anyone acting on their behalf and/or the State of Israel or any of its representatives.

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

13. It is clear to us and we agree that the National Building Research Institute and/or the Building Systems Evaluation & Approval Unit and/or the Technion and/or the Technion Institute for Research & Development Ltd. and/or anyone acting on their behalf and/or the State of Israel or any of its representatives are in no way or manner responsible for the design and execution of any specific structure or building that is built or that will be built by any entity using this building system. We therefore state that we may not set forth any claims against them in these contexts, as specified in below clause 14. In addition, we know that the mere execution of the thorough evaluation of the above-mentioned building system and/or the existence of an preliminary assessment report about it and/or a "temporary approval" for the implementation of the above-mentioned building system, do not exempt us (the solicitor), the designer, and the contractor, together and separately, from our responsibility regarding the design and execution of each specific structure or building.

14. To dispel any doubt, we hereby emphasize that it is clear to us and we agree that no staff member and/or researcher and/or the Technion and/or the Technion Institute for Research & Development Ltd. and/or Building Systems Evaluation & Approval Unit - the National Building Research Institute and/or any of their employees and anyone acting on their behalf and/or the State of Israel or any of its representatives will be responsible for any damage to property and/or physical injury and/or expense and/or loss of any kind and/or loss of sales or profit that are caused or that may be caused to us and/or to any third party, due to the thorough evaluation of the above-mentioned building system and/or the existence or lack of the preliminary assessment report and/or "temporary approval" for its implementation, or in connection with them. We know that our consent to exempt all of the above from responsibility, as mentioned, is an important fundamental condition for the Unit's agreement to execute the evaluation of the above-mentioned building system, including its thorough evaluation. Thus, we, and anyone acting on our behalf or with our authorization, may not set forth any claim,

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

7

including by way of indemnification and/or third party notification, against any staff member and/or researcher and/or the Technion and/or the Technion Institute for Research & Development Ltd. and/or Building Systems Evaluation & Approval Unit - the National Building Research Institute and/or any of their employees and anyone acting on their behalf and/or the State of Israel or any of its representatives, in any connection with the matter.

15. We undertake to indemnify the Unit and/or the National Building Research Institute and/or the Technion and/or the Technion Institute for Research & Development and/or any of their employees and anyone acting on their behalf and/or the State of Israel or any of its representatives for any damage and/or loss and/or expense that they incur due to the breach of any of our undertakings according to this document and/or according to any other and/or additional document that refers to the evaluation process of the above-mentioned building system.

16. We know and we agree that any notification, report, approval, consent, change, update, and so on, that pertain to the evaluation process of the above-mentioned building system will be made only in writing and that any notification, presentation, statement, consent or undertaking made orally will be completely invalid.

17. We know that there is nothing in the evaluation process of the above-mentioned building system that may release us from any undertaking, responsibility, liability, or commitment imposed on us by and/or by force of the law.

18. It is clear to us that in addition to all that is written in the preliminary assessment report and/or in the temporary approval for implementation of above-mentioned building system, the structures or buildings that will be built using the above-mentioned building system must comply with all requirements and criteria set out

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

in all applicable laws, regulations, judgements, standards and specifications that are valid in the State of Israel.

19. It is clear to us that we may not publish, quote, distribute, duplicate, and disclose the preliminary assessment report regarding the above-mentioned building system as well as the temporary approval for its implementation to others, unless they are presented in full, including all attached appendices.

20. It is clear to us and we agree that the Unit will be permitted to respond to anyone who inquires whether the above-mentioned building system is undergoing evaluation process, and that the Unit will be permitted to publish this information in any way it deems appropriate, such as on an appropriate website, including updated information as to the evaluation status of the above-mentioned building system.

21. We know and agree that if the above-mentioned building system is rejected at the end of its thorough evaluation, the Unit will be entitled, after notifying the evaluation solicitor thereof, to disclose the information regarding the rejection to the Ministry of the Interior, the Ministry of Construction and Housing, engineers at the local and regional building and planning committees in Israel, as well as to various governmental and professional entities that are connected to the construction sector in Israel. In addition, the Unit may publish information regarding the rejection of the above-mentioned building system, upon completion of its thorough evaluation, in any other way it deems appropriate, including on the internet. We hereby give our consent in advance and undertake to refrain from any objection thereof. In addition, we undertake to refrain from filing any claim in the matter, as specified in above clause 14.

22. We know and agree that if the above-mentioned building system is rejected during or at the end of its thorough evaluation, the evaluation process of the above-

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

mentioned building system will end, and the process may be restarted, by ordering a new preliminary evaluation, with all that that implies, only after fundamental and essential changes are made in the proposed building system and its details, which will provide full response to all of the fundamental problems underlying the above-mentioned building system that led to its rejection.

23. We know and agree that further evaluation of the above-mentioned building system, i.e. beyond the sample monitoring phase of actual implementation of the building system (stage III of the evaluation of new building systems), should the results of the thorough evaluation enable issuing of a "temporary approval" for its implementation for a limited time period of 3 years with limitations on the scope of approved implementation of the said building system as specified in the "temporary approval" of its implementation, is contingent upon us fulfilling all requirements and conditions specified above, as well as additional requirements and conditions as are specified in the preliminary assessment report and/or in the temporary approval for the implementation of the said building system. Such further evaluation will also be contingent upon us ordering a sample monitoring of the actual implementation of this building system, which we will be required to submit to the Unit along with an appropriate advance payment for such monitoring, all as will be specified in a letter you will send us before issuing the preliminary assessment report and the temporary approval for implementation of the above-mentioned building system.

24. We know and agree that toward the end of the sample monitoring phase, you will notify us as to whether we are eligible for a "final evaluation report" and a "final approval" at the end of the period, which will mark the end of the evaluation process of the above-mentioned building system, or whether we will receive a "renewed preliminary assessment report" and a "renewed temporary approval", which require an additional sample monitoring period/evaluation.

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

25. We know and agree that the preparation of a "renewed preliminary assessment report" and a "renewed temporary approval" at the end of any monitoring round is contingent upon us fulfilling all requirements and conditions that will be specified in the preliminary assessment report and/or in the temporary approval for the implementation of the above-mentioned building system, which you will prepare after the successful completion of the above-mentioned thorough evaluation, and/or additional requirements and conditions that you will set out in the renewed opinion and/or renewed temporary approval, based on the findings of your sample monitoring following actual implementation of the above-mentioned building system, and contingent also on the payment of all payments for the execution of the sample monitoring phase on the actual implementation of the said building system, as specified in above clause 23.
26. We know and agree that if the above-mentioned building system is found to be worthy of the preparation of a "renewed preliminary assessment report" and the issuing of a "renewed temporary approval" at the end of the first round of the Unit's sample monitoring phase following its actual implementation, contingent upon further sample monitoring/evaluation of the building system by the Unit, the issuing of the "renewed preliminary assessment report" and the issuing of a "renewed temporary approval" documents for an additional 3-year period will be contingent upon ordering a further sample monitoring phase of the actual implementation of the above-mentioned building system, which we will have to submit to the Unit, along with an appropriate down payment for such monitoring, before the validity of the "temporary approval" of the implementation of the above-mentioned building system expires, all as specified in a letter you will send us, as specified in above clause 24.

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

Signature: (TO BE SIGNED IN THE HEBREW DOCUMENT)

Authorized signatory and company _____
stamp:
Full name of authorized signatory: _____
Name of company (bidder/evaluation _____
orderer):
Address: _____
Tel.: _____
Fax: _____
Email: _____

Confirmation

(TO BE SIGNED IN THE HEBREW DOCUMENT)

I, the undersigned attorney, _____, license no. _____
of _____ St., _____ hereby certify that the above signature,
given on behalf of _____ Ltd., private/public company registration
no. _____ (hereinafter, the Company), was set forth in a lawful manner and that
said signature is binding on the Company in all things and matters.

(Attorney's full name, signature, license no., and address)

Registration No. of proposed building system: _____

(Determined by the BSEU for Testing & Approval of New Building Systems –
National Building Research Institute, after receipt of order for execution of the
preliminary evaluation)

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

Declaration

(TO BE SIGNED IN THE HEBREW DOCUMENT)

I, the undersigned, _____, bearer of I.D. No. _____, after being warned that I must state and tell the truth and that if I do not do so I will be subject to the punishments set out in the law, state as follows:

1. I am an authorized signatory of the company _____, which is proposing/requesting the evaluation of the _____ building system, to which the order for a thorough evaluation of this building system, which is attached to this statement and constitutes an inseparable part of, refers.
2. I am authorized to represent the company _____, which is proposing/requesting the evaluation of the _____ building system, in all that pertains to such evaluation.
3. I hereby confirm that I and/or the company _____, which is proposing/requesting the evaluation of the above-mentioned building system am/is the owner or the said system and/or have distribution rights and/or am/is its authorized marketer in Israel on behalf of the system owner.
4. I and/or the company _____, which is proposing/requesting the evaluation of the above-mentioned building system, understand and agree to all that is specified in the order for a thorough evaluation of the said building system and we undertake to act according to everything set forth in such.
5. I confirm that this is my name, this is my signature, and the content of my statements is true.

(Full name and signature of the declarer)

This document is a translation of the Hebrew document. The English translation is for information purposes only, and in the event of any conflict between the translated document and the Hebrew document, the Hebrew document will prevail over this translated document. All contracts shall be signed in the Hebrew version of the documents.

Certification

(TO BE SIGNED IN THE HEBREW DOCUMENT)

I, the undersigned attorney, _____, license no. _____
of _____ St., _____ hereby certify that Mr/Ms.
_____ whom are personally known to be, came before me today,
_____, and that after I confirmed his/her I.D. No and warned him/her that
he/she must state the truth and that if he/she failed to do so, he/she would be subject to
the punishments set out in the law, he/she confirmed that which is stated in the above
statement, and signed it before me.

(Attorney's full name, address, license no.)

The company for all issues.

(Attorney's full name, address, license no.)