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Sample Order Form for Preliminary Evaluation of 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 Preliminary Evaluation

of building system: " _____ " ¹.

Further to our inquiry regarding the above-mentioned building system, we hereby order a preliminary evaluation of this building system, which is defined as a¹:

- Building material
- Building product
- Building technology
- Application system
- Building system for engineering structures, designed for: _____
- Building system for buildings, intended for the construction of:
 - Residential buildings
 - Single family
 - double family
 - Multi-family
 - Office buildings
 - Schools / kindergartens
 - Commercial buildings
 - Public buildings
 - Industrial structures
 - Warehouses
 - Other, designed for: _____

The buildings designated for construction according to the above-mentioned building system are:

- "low" buildings – single story
- "low" buildings – two stories or more, designed for one family living throughout the entire height
- "regular" buildings – as defined in the Israel Building Code, a maximum of five stories, including the ground floor

¹ Mark the appropriate squares with an X, and fill in the missing information in all appropriate places.

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- "high buildings" – as defined in the Israel Building Code, a maximum of 10 stories, including the ground floor
- "multistory" buildings – as defined in the Israel Building Code, a maximum of ___ stories, including the ground floor

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

1. We have carefully read your standard letter, received on _____, following our inquiry on the evaluation of the above-mentioned building system , and/or the explanatory document on the evaluation processes for new building systems conducted by the Building Systems Evaluation and Approval BSEU (hereinafter "BSEU") at the National Building Research Institute (hereinafter "NBRI"), which we have downloaded from the BSEU's website, and we understand all stages of the BSEU's process of examining and approving new building systems.
2. We declare that the person responsible on behalf of our company for all matters pertaining to the evaluation of the above-mentioned building system , including for correspondence and/or clarification of technical matters over the course of the preliminary evaluation of the building system at hand is: _____, and his/her contact information is: _____.
3. The document summarizing the results of the preliminary evaluation of the above-mentioned building system shall be prepared for (system proposer - client):

Name of company (system proposer/client): _____

Address: _____

Telephone: _____

Fax: _____

e-mail _____

4. We undertake to submit to the BSEU three printed copies and an electronic copy in PDF format of all applicable technical material in our possession pertaining to the proposed building system , in accordance with that specified in the appendix to the BSEU's standard letter mentioned in above Clause 1, including any certifications and evaluations given by testing agencies abroad, any reports of tests conducted by other laboratories, and any other applicable technical material required for the preliminary evaluation of the above-mentioned building system , and we shall conceal no documents or data of any kind.
5. It is clear to us and we agree that the BSEU shall begin the above-mentioned preliminary evaluation process only after we submit all technical material applicable to the above-mentioned building system , mentioned in above Clause 6, including payment for such preliminary evaluation, as specified in following Clause 10.

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6. We undertake to submit to the BSEU three printed copies and an electronic copy in PDF format of all complementary information it may require for the preliminary evaluation of the above-mentioned building system , if so required. In addition, we shall complete and provide additional technical material, additional drawings, corrections to drawings already submitted, corrected calculations and so on, during the course of the preliminary evaluation, as may be required by the BSEU.
7. We undertake to update the BSEU immediately regarding any applicable technical information we receive in connection with the above-mentioned building system .
8. We declare that all material that is and/or will be sent to the BSEU is trustworthy. It is clear to us that the BSEU will prepare its report on the results of the preliminary evaluation of the above-mentioned building system , based on all of the documents and certificates we send you with full responsibility, and the BSEU will not be required to verify their credibility.
9. We hereby declare that we are owner of the above-mentioned building system and/or of its distribution rights in Israel, and that the material we send or will send to the BSEU, throughout all stages of the evaluation of the above-mentioned building system , including the preliminary evaluation stage, does not include any material that we are not authorized to send, or that the BSEU is not permitted to refer to in the framework of the preliminary evaluation of the above-mentioned building system . In addition, it is clear to us and we agree that should we wish that any details of the building system remain confidential and not be included in the various documents that the BSEU generates about it, we must make a request to this effect, in writing and in advance, immediately upon sending the information. The BSEU shall consider the request and inform us whether it agrees, under these terms, to comply with the request and examine or continue examining the building system we proposed. Should the BSEU determine that it cannot comply with the request, it shall inform us as to its decision and this shall cause immediate cessation of the evaluation of the above-mentioned building system , provided we do not withdraw our request. In addition to all of the above, we agree that we shall be precluded from filing any claims in this matter against any organization, including the Technion and/or the Technion Institute of Research and Development Ltd. and/or the National Building Research Institute and/or the BSEU for Testing & Approval of New Building System s and/or anyone acting on their behalf and/or on behalf of the State of Israel or its representatives.
10. Payment for the preliminary evaluation of the above-mentioned building system , in the sum of NIS _____, with the addition of VAT as required by law, is attached to this order for preliminary evaluation. In accordance with your instructions, this payment is made to the Technion Institute of Research and Development Ltd. (for the BSEU for Testing & Approval of New Building Systems – the National Building Research Institute).

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11. It is clear to us and we agree that the mere execution of the preliminary evaluation of the above-mentioned building system and/or preparation of the report thereof do not constitute approval of any kind of the above-mentioned building system nor a permit for construction at any location; therefore, we are precluded from filing any claims in this matter against any organization, including the Technion and/or the Technion Institute of Research and Development Ltd. and/or the National Building Research Institute and/or the BSEU for Testing & Approval of New Building Systems and/or anyone acting on their behalf and/or on behalf of the State of Israel or its representatives.
12. It is clear to us and we agree that the Technion and/or the Technion Institute of Research and Development Ltd. and/or the National Building Research Institute and/or the BSEU for Testing & Approval of New Building Systems and/or anyone acting on their behalf and/or on behalf of the State of Israel or its representatives, are in no way responsible for the design and/or execution of any specific structure or building that is built, or that shall be built by any entity, using this system . Furthermore, it is known to us that the mere execution of the preliminary evaluation of the above-mentioned building system and/or the existence of a report on the results of the above-mentioned preliminary evaluation do not relieve us (the system proposer, client), the designer, and the contractor, together and separately, of our responsibility for the design and execution of any particular structure or building.
13. In order to remove any doubt, we hereby emphasize that it is clear to us and we agree that no faculty member and/or researcher and/or the Technion and/or the Technion Institute of Research and Development Ltd. and/or their employees or people working on their behalf and/or the State of Israel or its representatives, shall be held liable for any damage to property and/or person and/or expense and/or loss of any kind and/or loss of sales or profit that is caused and/or may be caused to us or to our representatives and/or any third party, by the preliminary evaluation process of the above-mentioned building system and by the report summarizing its results, or in any context thereof. It is known to us that our consent to relieve all of the above-mentioned entities from such liability constitutes an important and fundamental condition for obtaining the consent of the BSEU for Testing & Approval of New Building Systems – National Building Research Institute to execute a preliminary evaluation of the above-mentioned building system . Hence, we and anyone acting on our behalf or by our authorization shall be precluded from making any claim, including by means of indemnification and/or third party notice, against any faculty member and/or researcher and/or the Technion and/or the Technion Institute of Research and Development Ltd. and/or the BSEU for Testing & Approval of New Building Systems – National Building Research Institute and/or their employees and those acting on their behalf and/or the State of Israel or its representatives, in any context thereof.

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14. We undertake to indemnify the National Building Research Institute and/or the BSEU for Testing & Approval of New Building Systems and/or the Technion and/or the Technion Institute of Research and Development Ltd. and/or anyone acting on their behalf and/or the State of Israel or its representatives, for any damage and/or loss and/or expense they may incur as a result of the violation of any of our commitments in accordance with this document and/or any other or additional document pertaining to the evaluation process of the above-mentioned building system .
15. It is known to us and we agree that any notice, report, approval, consent, change, update, and so on regarding the evaluation process of the above-mentioned building system shall be done in writing only and that any verbal notice, representation, statement, agreement, or commitment made shall be invalid.
16. It is known to us that the evaluation process of the above-mentioned building system in no way relieves us from any obligation, responsibility, liability, or commitment imposed upon us according to and/or by power of any law.
17. It is clear to us that nothing written in the report issued on the preliminary evaluation shall constitute any kind of certification of the above-mentioned building system , and that the structures or buildings constructed according to the above-mentioned building system must conform to all requirements and criteria of the applicable laws, regulations, statutes, standards, and specifications valid in the State of Israel. Furthermore, it is clear to us that temporary approval for implementation of the building system we propose may be granted only after the successful conclusion of its thorough evaluation (Stage II in the evaluation process of the new building system) and after ordering sample monitoring of the actual implementation of the above-mentioned building system .
18. It is clear to us that we may not quote, publish, duplicate, or share the report summarizing the results of the preliminary evaluation of the above-mentioned building system, unless we present it in its entirety, including all of its appendices.
19. It is clear to us and we agree that the BSEU shall be permitted to reply to whomever inquires as to whether the above-mentioned building process is undergoing evaluation, and that the BSEU may publish this information in any way it deems fit, such as on an appropriate website, including up-to-date information on the evaluation status of the said building system .
20. It is known to us and we agree that in the event of the outright rejection of the above-mentioned building system , upon conclusion of its preliminary evaluation, the BSEU may, after providing prior notice to the system proposer-client, share the information of its rejection with the Ministry of the Interior, the Ministry of Construction & Housing, engineers of local and regional planning and building committees in Israel, as well as with various governmental and professional entities associated with the building sector in Israel In addition, the information on the outright rejection of the

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above-mentioned building system may be published in any other way the BSEU deems fit, including on the internet. In this context, we undertake to refrain from filing any claims regarding this matter, as stated in above Clause 13.

21. It is known to us and we agree that in the event of the outright rejection of the above-mentioned building system, upon completion of its preliminary evaluation, the evaluation process of the above-mentioned building system shall be considered to be concluded and the process may be started anew, by ordering a new preliminary evaluation, with all that this entails, but only after fundamental and substantial modifications are made in the proposed building system and its details, constituting a full response to all substantial problems inherent in the above-mentioned building process that brought about its outright rejection.
22. It is known to us and we agree that the continued evaluation of the said building system, i.e. continuation to the thorough evaluation stage of the above-mentioned building system (Stage II in the evaluation process of the new building system), may take place only in the event that the results of the preliminary evaluation indicate that it is worthy of thorough evaluation, and is contingent on our fulfilling all requirements and conditions specified in the report on the above-mentioned preliminary evaluation and on the ordering of thorough evaluation of the above-mentioned building system, which will be submitted to the BSEU, including appropriate payment for the evaluation of the above-mentioned building system, as specified in the report on the results of the above-mentioned preliminary evaluation.

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Signature: (TO BE SIGNED IN THE HEBREW DOCUMENT)

Authorized signatory and company stamp: _____
Full name of authorized signatory: _____
Name of company (system proposer/client): _____
Address: _____
Telephone: _____
Fax: _____
email: _____

Confirmation

(TO BE SIGNED IN THE HEBREW DOCUMENT)

I, the undersigned, Attorney _____, License No. _____
of _____ St. in _____ confirm that the above signature of
_____ (company), Authorized Dealer No. _____ (hereinafter
"the Company") has been lawfully signed, and that it is binding upon the Company for all
intents and purposes.

(Full name, signature, license no., and address of the attorney)

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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)

Declaration

(TO BE SIGNED IN THE HEBREW DOCUMENT)

I the undersigned, _____ bearer of ID No _____, after being warned that I must tell and declare the truth and that I am subject to statutory punishment if I fail to do so, hereby declare as follows:

1. I am an authorized signatory of the _____ firm, proposer/orderer of the test of the _____ building system , to which the order of the preliminary test of this building system refers, is attached to this declaration and constitutes an integral part of it.
2. I am authorized to represent the _____ firm, proposer/orderer of the test of the aforementioned building system , in all aspects regarding its testing.
3. I hereby confirm that the _____ firm, proposer/orderer of the test of the aforementioned building system and/or I am/are owner/s of the said system and/or owner/s of its distribution rights/franchise/agency in Israel on behalf of the owner of the system .
4. The _____ firm, proposer/orderer of the test of the aforementioned building system and I understand and agree to all that is written in the order of the preliminary test of the aforementioned building system , and are obliged to act in accordance with all of its instructions.
5. I confirm that this is my name, that this is my signature, and that the content of my declaration is the truth.

(Full name and signature of the declarer)

Confirmation

(TO BE SIGNED IN THE HEBREW DOCUMENT)

I the undersigned, Attorney _____, License No _____,

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of _____ St. in _____ hereby confirm that Mr./Ms. _____ whom I know personally has appeared before me on the _____, and that after authenticating his/her ID No. and warning him/her that he/she must say and declare the truth and that by failing to do so he/she may be liable to prosecution by law, he/she has confirmed the aforementioned in the above declaration and signed it before me.

(Full name, signature, License No. and address of the attorney)

SAMPLE DOCUMENT