

Re: Customs Broker's Authorization (Power of Attorney)

I the undersigned

Full first name and last name or name of the corporation	ID/Corporation No.	Address

hereby appoint the customs broker:

Full first name and last name or name of the corporation	ID/Corporation No.	Address

To be my attorney whom I have authorized to do in my name and stead all or any of the actions set forth below, starting from the date of granting this power of attorney and up to its cancellation by an explicit instruction to be delivered to you in writing.

To sign and to submit, in my name and stead, applications for the release of goods imported by me, in accordance with any procedure and requirement of the Standards Institution as in force from time to time, and *inter alia* to undertake in my name to the Standards Institution to perform all acts entailed in and arising from such applications.

To order, in my name and on my behalf, in respect of goods imported by me, tests of every nature and kind as customary at the Standards Institution from time to time, including but not limited to prototype testing, partial testing, identification testing, testing for defect elimination and so forth.

To undertake to the Standards Institution, in my name and stead, to bear and to pay any payment, any expense and any cost entailed in the performance of tests on goods imported by me, as customary at the Standards Institution from time to time, without need of any further approval. To pay the Standards Institution, in my name and stead and on my behalf, payments of every nature and kind, as required from time to time for the performance of actions and tests on goods imported by me.

To appear in my name and to represent me before any unit and/or laboratory in the Standards Institution, and to sign in my name and stead any application, declaration and other document, and to give declarations, receipts and confirmations in my name and stead, and to receive any document which I am entitled to receive from the Standards Institution, all with respect to goods imported by me.

Words in the singular number include the plural, and vice versa.

**In witness whereof I have hereunto set my hand, this day, the ..... of ....., year .....**

\_\_\_\_\_  
Principal's signature

I the undersigned, the customs broker whose details appear above, hereby certify the signature of my above principal.  
 I hereby agree and undertake to pay directly to the Standards Institution any payment requested by it for the performance of actions and/or tests on goods imported by my aforementioned principal.

**Note:** A customs broker who undertakes to effect payments should mark an "X" in the box. It is clarified that such undertaking of the customs broker shall not derogate from the principal's undertaking and responsibility to make the payments to the Standards Institution.

\_\_\_\_\_  
Full first and last name or name of the corporation

\_\_\_\_\_  
Signature

Re: **Customs Broker's Undertaking**

I the undersigned

Full first name and last name or name of the corporation	ID/Corporation No.	Address

hereby undertake and affirm as follows:

I shall conduct my work vis-à-vis the Standards Institution on an automated basis and through the Internet, and in the event that information reaches a third party in consequence thereof, I shall not have any contention in such regard.

Any action done through the "smart card" issued to me, shall bind the importer on whose behalf I performed the action or in whose name I gave the undertaking.

**In witness whereof I have hereunto set my hand, this day, the ..... of ....., year .....**

\_\_\_\_\_  
Signature

Re: **Importer's Undertaking**

I the undersigned

Full first name and last name or name of the corporation	ID/Corporation No.	Address

hereby undertake and affirm as follows:

I shall conduct my work vis-à-vis the Standards Institution on an automated basis and through the Internet, and in the event that information reaches a third party in consequence thereof, I shall not have any contention in such regard.

Any action done through the "smart card" issued to me or to the customs broker acting on my behalf pursuant to a power of attorney, shall bind me.

I shall comply with the conditions stipulated by you for the release of goods.

I am aware that the certification given to me for releasing goods from customs is not confirmation of the standard conformity of those goods, and I must complete the elimination of defects or implement any other requirement, as stipulated by you, up to the receipt from you of an Official Standard Certificate. .

I shall not market, sell or convey the goods imported by me to any other party, up to completion of all my obligations under Procedure 401 and the receipt of an Official Standard Certificate.

I hereby confirm that the scanned documents, faxed documents and email messages transmitted to you by me may be used as evidence in legal proceedings between us, should there be any, and I shall not argue that you are not in possession of the original documents.

**In witness whereof I have hereunto set my hand, this day, the ..... of ....., year .....**

\_\_\_\_\_  
Signature

*(Importer's letterhead)*

Date: \_\_\_\_\_

To:  
The Standards Institution of Israel

Dear Sir/Madam,

**Re: Cancellation of Power of Attorney dated ..... to Customs Broker ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,**

This is to notify you that as of ....., the power of attorney given by us to the customs broker ..... is cancelled.

Accordingly, from that date the aforementioned customs broker no longer represents us in work vis-à-vis the Standards Institution of Israel, and we request you not to allow further use of the said power of attorney.

We are aware that this notification of ours will come into effect on the date specified above or on the date of its delivery to the SII, whichever is later.

Sincerely yours,

.....  
Signature + stamp



## Conditions for Ordering a Test

The ordering of a test is subject to the following conditions:

1. The test findings will be provided to the ordering party in a test certificate or in a test report in the Hebrew language (the receipt of additional copies of the certificate or the report and their translation into a foreign language entail an additional payment and will be done only if specifically requested).
2. The ordering party may publish the test results, provided they are published in full, without changing, adding to or derogating from the details appearing in the test certificate or report, unless the Standards Institution of Israel ("SII") gave the ordering party its written permission to do so.
3. SII is not responsible for the manner of use of the test certificate by the ordering party or by a third party who received the test certificate from the ordering party, directly or indirectly, and the ordering party undertakes to indemnify SII for any amount it is required to pay due to such use of the test certificate by the ordering party or a third party. To avoid doubt, that stated in this section regarding a test certificate applies also to a test report.
4. SII may use the test data and results for other tests, whether such tests were ordered by the ordering party or by another customer.
5. The ordering party is aware that in the event he is included in the list of importers guilty of breach of trust, this information will be conveyed to the Commissioner of Standards in the Ministry of Industry, Trade and Labor.
6. The ordering party is aware that the products undergoing testing may be damaged while taking a sample or during transport to SII or in the course of the test or as a result thereof, and SII will not compensate the ordering party for such damage to the product.
7. The ordering party is aware that there may be cases in which products/specimens provided for testing go out of order in consequence of the test and become dangerous for use, and SII therefore recommends not marketing or selling them to the consumer.
8. SII is not responsible for any damage caused to the ordering party in connection with ordering the test and the performance thereof.
9. The price of the tests is determined by the SII pricelist as approved by the Minister of Industry, Trade and Labor. The ordering party will be debited according to the pricelist.
10. If it becomes apparent in the course of the test that additional tests, not included in the order for the test, are needed for the completion thereof, the test will not be continued until payment confirmation is received from the ordering party for the additional tests. In any event, the party ordering the test will be debited for all the tests performed up to the time it becomes apparent that there has been a change in the price of the test.
11. If, following the delivery of the test certificate or the test report, SII is requested by the ordering party to provide additional services in connection therewith, such as appearance in court or the return of the goods to the ordering party, etc., the ordering party undertakes to pay SII for these services according to the SII pricelist in force at the time.
12. Where a test is not performed because the ordering party did not enable its performance, the ordering party will be obligated to pay for such test. In this regard, the breach of an importer's obligation to notify SII of the arrival of an import consignment at the importer's premises, so that SII can come and take a sample for testing, will be deemed as if the ordering party did not enable the performance of the test.
13. The ordering party undertakes to take back the products it provided for testing within **15** days from the day of sending of the test certificate or the test report. If the ordering party does not take back the products within the said 15 days, and also not within **30** days from the day of sending of the first notice, ownership of the products will pass to SII, which will be entitled to dispose of them as it sees fit and to debit the ordering party for the storage and disposal costs.
14. Payment for the order for the test must be effected upon the issuance of a tax invoice, or subject to the credit terms, where such were set by SII. The ordering party will pay arrears interest on any arrears in payment to SII, calculated according to the interest charged by Bank Leumi Le-Israel Ltd., both as to the interest rate and as to the debiting method, on credit overruns in current drawing accounts (with the addition of penalty interest).
15. The scanned documents, faxed documents and email messages transmitted to SII by the ordering party may be used as evidence in legal proceedings between them, should there be any, and the ordering party shall not argue that SII is not in possession of the original documents.
16. The parties hereby designate the court in Tel Aviv as the sole and exclusive agreed venue for the adjudication of any dispute arising between them.

### Ordering Party's Certification

I hereby certify that my signature on this document constitutes my undertaking to SII as stated above, as well as a deed of transfer of ownership of the products provided by me for testing, in the event that I do not take them back, as set forth in section 13 above.

My signature on this document is valid for all the tests I will order from SII, unless I notify you otherwise, in writing, prior to the ordering of a test, or SII gives prior notice of a change in the conditions set forth in this document.

\_\_\_\_\_

Date

\_\_\_\_\_

Ordering party's name

\_\_\_\_\_

Ordering party's signature + stamp

\_\_\_\_\_

ID/Corporation No.

