

Simply Green Diamonds
LAB GROWN DIAMONDS
 distributed by SimplexDiam

50 W 47th St Suite 20N
 International Gem Tower
 New York, NY 10036
 T: 800.233.1155
 F: 212.883.9532
 E: sales@simplexdiam.com
 www.simplexdiam.com
 Tax Id: 13-3218259

Contact Name: _____
 Title: _____
 Company Name: _____ (Legal Name Please)
 Registration No: _____
 Business Address: **Quest Jewellers**
 99 SW Broad St
 Fairborn
 State: **OH** Zip: _____
 Telephone: **770-964-3373**
 Email: _____

Service Rep: _____
 Would you like to receive e-newsletters: Yes No

Date		Special Notes:				Terms		
SI	Item/Lot Number	Tag P / List P	Description / No of Stones	Qty/Cts	Sell Price/ Pc or Ct	Value	Ret	Sold
	10-31-22					2% 10 Net 30		
1	LSER 200QW WP-2RS		2.00			1395		
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								

To SimplexDiam's knowledge, the diamonds and jewelry herein delivered have been purchased from legitimate sources not involved in funding conflict and in compliance with the United Nations resolutions. SimplexDiam states that the diamonds are conflict free based on personal knowledge and/or written guarantees provided by the supplier(s).

Totals				
Ship Charge				
G. Totals				

USA PATRIOT ACT COMPLIANCE. The below under signed signatory ("Signer") confirms for Signer and Consignee, in accordance with the USA Patriot Act, that (1) all information provided herein is correct, (2) the Signer has provided or will provide all other documentatoin and information required by SimplexDiam, (3) Signer will authorize any changes to the details herein, and (4) Signer and Consignee have disclosed to SimplexDiam all relevant information in connection with the Merchandise and this "Agreement" which includes this front form as well as the Consignment Agreement Terms of Agreement on the back hereof.

Is this Company **AML (Anti-Money Laundering) compliant** pursuant to the **USA Patriot Act** if registered within the US or pursuant to International Law if registered outside the US? Yes No

This document includes a CONSIGNMENT AGREEMENT between SIMPLEXDIAM INC., a New York corporation with an office at 50 W. 47th Street, Suite 20N, New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As Mentioned Above); if there are two consignee parties, Consignees are jointly and severally liable under this Agreement. BY SIGNING below the parties hereby agree to all of the terms of this Agreement. Signer warrants that he/she is duly authorized to execute this Agreement on behalf of Consignee and to bind Consignee to the terms of this Agreement. Furthermore, the Signer hereby unconditionally personally guarantees in Signer's individual capacity the full and timely performance and observance of all of the obligations, representations, and covenants of Consignee in this Agreement. Consignor need not exhaust any recourse against Consignee or any other person, or any collateral or property, before being entitled to enforce this guaranty against Signer and receive payment or performance from Signer. The obligations hereunder are the joint and several, and independent, obligations of Signer and Consignee, and a separate action may be brought and prosecuted against Signer whether action is brought against Consignee or whether Consignee be joined.

ALL MERCHANDISE REMAINS THE PROPERTY OF SIMPLEXDIAM, INC. UNTIL FULL & FINAL PAYMENT IS RECEIVED. I HAVE READ THE TERMS AND CONDITIONS ON THE BACK OF THIS DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS.

WHITE: OFFICE | BLUE: INVENTORY | PINK: CUSTOMER Signature X

TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, jewelry related products and merchandise ("Merchandise") as may be agreed upon, pursuant to the terms and conditions set forth herein and in a memo or other documentation. If no notice of defect in shipment, or return of Merchandise, is received by Consignor within 5 business days after Consignee's receipt of such Merchandise, such Merchandise shall be deemed acceptable to and accepted by Consignee and there shall be no liability of recourse to Consignor therefor. 2) Insurance; Risk of Loss. Consignee shall insure the Merchandise for its full value for and against all risk of loss. Consignee assumes all risks of loss from the time Merchandise is received by it until returned to and accepted by Consignor, and will name Consignor as a loss payee and an additional named insured. Consignee it will promptly pursue on Consignor's behalf all remedies and payments in the event of any loss or damage and will immediately notify Consignor in writing of any loss or damage. Consignee shall be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and shall be responsible to Consignor for any deductible amount not paid by insurance in the event of any loss or damage. 3) True Consignment; Title; UCC Interest. The parties agree that this Agreement creates a true consignment and that all transactions hereunder shall constitute true consignments and not the purchase and sale of merchandise. If, notwithstanding the provisions of this Agreement, a court of competent jurisdiction determines that Consignee has any right, title or interest in the Merchandise or proceeds other than as a consignee, Consignor shall have, and is hereby granted, a first priority and continuing lien on and security interest in the Merchandise and all additions, replacements, proceeds, accounts receivable, and insurance proceeds therefrom. Consignee authorizes filing of, and shall sign and deliver to Consignor, such financing statements and other documents as Consignor may reasonably request from time to time. Title to Merchandise proceeds shall immediately vest in and belong to Consignor upon sale until the cost charged to Consignee for such Merchandise has been received by Consignor in immediately available funds. Consignee shall keep all Merchandise and proceeds separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that may be conveyed to Consignor or which Consignor may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect Consignor's ownership of the Merchandise. Notwithstanding any failure of Consignor to perfect any of its interests hereunder or any other defect in any interests or obligations owing to Consignor, the rights and priority set forth herein shall govern the consignment and transactions in connection herewith. Consignor shall have title to the Merchandise at all times and Consignor may assert and enforce ownership of the Merchandise at any time. Consignee shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of the ownership by Consignor of the Merchandise or any interest granted to Consignor or granted in connection herewith or contemplated hereby in favor of Consignor or its designee(s) with respect to the Merchandise or proceeds. Nothing in this Agreement or any order, memo form, invoice, correspondence, or other document, communication, act, omission or circumstance shall be deemed to pass title to Merchandise to Consignee under any circumstances unless and until Consignor has actually received full and irrevocable payment from Consignee therefor. 4) Reporting; Payment; Inspection. Consignee shall provide Consignor with monthly sales reports (the "Sales Reports") to be delivered within 10 days after the last day of each calendar month (which shall list all sales, returns, and lost or damaged Merchandise). Consignee will remit payment to Consignor for the Merchandise sold, lost and damaged within 5 days after receipt of the Sales Report. Consignor may require Consignee to return any or all items of Merchandise or terminate the Agreement at any time. In the event of such request or any termination, all Merchandise shall be returned to Consignor and Consignee shall pay Consignor for all Merchandise not returned, whether previously sold, lost or damaged, within 5 business days. In the event of a breach of Consignee's obligations, all outstanding indebtedness of Consignee to Consignor shall become immediately due and payable. Consignor shall have, in addition to any other rights and remedies provided by law and equity, the absolute right to take possession of and remove the Merchandise without bond or process of law. Consignor may inspect the Merchandise and Consignee's books and records at any time. 5) Other Covenants; Representations. Consignee will not permit any person or entity (other than Consignor) to have an interest, security interest, lien, attachment or other encumbrance (each a "Lien") in or on any of the Merchandise or any proceeds therefrom, will not grant or create any such Lien, and will take all action to remove any such Lien. Consignee may sell the Merchandise only in the ordinary course of its business. Except as permitted in this Agreement, no other sales of Merchandise, bulk or in any other manner, of any Merchandise shall be permitted. Consignee shall not deliver any Merchandise to any third party on consignment, credit, purchase money security interest or similar conditions. Any payment for Merchandise by Consignee is hereby expressly deemed by the parties hereto to be a contemporaneous cash exchange and not the payment for an antecedent debt. Consignee represents and warrants to Consignor that it is a corporation or limited liability company, as applicable, duly organized under the laws of the jurisdiction of its formation, in good standing therein, and its principal place of business is the location set forth in the preamble to this Agreement. **CONSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE MERCHANDISE INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** 6) Indemnification. Consignee will indemnify, defend and hold harmless Consignor and its shareholders, directors, officers, employees, representatives and agents from any loss, damage, costs, liability, obligation, claim, allegation, or expense (including, without limitation, legal fees and disbursements) in connection with (a) a breach of a Consignee obligation and/or (b) the acts or omissions of Consignee or any of Consignee's affiliates, directors, members, shareholders, managers, partners, officers, representatives, employees, vendors or contractors. 7) Fees. Consignee shall pay all expenses including, without limitation, legal fees and disbursements incurred or suffered in connection with the enforcement of Consignor's rights and remedies with respect to the Merchandise, proceeds, and/or the terms hereof. 8) Construction; Amendment; Waiver; Severability; Assignment; Counterparts. The language used in this Agreement is chosen by the parties mutually and no rules of strict construction will be applied against either party. This Agreement sets forth the final and entire understanding with respect to its subject matter and cannot be modified, waived or amended except in writing signed by the party to be charged with such modification, waiver or amendment. Failure of any party at any time to require performance of any provision hereof or exercise any rights hereunder shall not affect the right of such party at a later time to enforce or exercise the same. If any provision shall be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement and any such provision shall be construed and limited to the extent necessary, if possible, so as not to be invalid or unenforceable. This Agreement is not assignable by Consignee without the prior written approval of Consignor. This Agreement may be executed in counterparts, and by facsimile, pdf or electronic signature, each of which shall be an original and all of which taken together shall constitute one and the same instrument. 9) Closeout Merchandise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE ONLY. To the best of SimplexDiam's knowledge the diamonds herein delivered are natural. However the diamonds are from multiple sources and have not been tested. The consignment may therefore include synthetic diamonds. In the event that any diamond in a lot of diamonds are found to be synthetic, SimplexDiam may cancel the sale and a full refund will be made. 10) Weight Stamped. The weights stamped on the items/labels/tags/Invoices are in carats and are approximate. The range for each weight listed is as follows: 1.00 or 1 ct = 0.95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or ¼ = .22 up, .20 or 1/5 = .18 up. Up to 8% less for other size ranges. We are not responsible for the estimated weights on closeout merchandise - they are only our conservative estimates. Discrepancies found in weight, price count, price or terms must be reported by Consignee to SimplexDiam in writing within five (5) days of knowledge of the same. 11) Failure To Make Payment. Failure to make timely payment to SimplexDiam for any amounts will result in a monthly late payment interest charge of the greater of 18% or the maximum amount permitted to be charged under applicable law. 12) Choice of Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of New York (without reference to its rules as to conflicts of law). Consignee irrevocably submits to the exclusive jurisdiction of the forum of SimplexDiam's choice and waives any objection based on forum non conveniens or any other objection to venue. Consignee waives its right to bring any action or proceeding between the parties and relating to this Agreement in any jurisdiction other than New York County, State of New York. The parties waive personal service of any summons and complaint or other process and papers therein and agree that the service thereof may be made by certified mail, return receipt requested, directed to the party at the address set forth herein or other address thereof of which the sending party has received notice. 13) Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY COUNTERCLAIMS RELATING TO THIS AGREEMENT.

BANK WIRING INSTRUCTIONS

Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017

T. 1-917-542-2343, F. 1-212-626-1276

Account Number: 8608095400

Routing Number: 026002794

Swift Code: LUMIUS3N