TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry lewelry 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 or 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 time. Title to Merchandise proceeds shall deliver to Consignor, such financing s

immediately vest in and belong to ( available funds. Consignee shall ke may be conveyed to Consignor or w Consignor's ownership of the Merch obligations owing to Consignor, the to the Merchandise at all times and contesting, the validity, perfection, connection herewith or contemplate order, memo form, invoice, correspo under any circumstances unless and Consignee shall provide Consignor shall list all sales, returns, and lost after receipt or the Sales Report. C such request or any termination, all previously sold, lost or damaged, u shall become immediately due and possession of and remove the Mer 5) Other Covenants; Representatio other encumbrance (each a "Lien") any such Lien. Consignee may sell bulk or in any other manner, of any money security interest or similar of cash exchange and not the paymer applicable, duly organized under th preamble to this Agreement. CONS IMPLIED WARRANTIES OF MERCHA Consignor and its shareholders, dir expense (including, without limitati Consignee or any of Consignee's af Consignee shall pay all expenses in rights and remedies with respect to The language used in this Agreeme forth the final and entire understan charged with such modification, wa hereunder shall not affect the right or unenforceability shall attach only provision shall be construed and lin without the prior written approval an original and all of which taken to AN AS IS, WHERE IS BASIS. ALL ITE! are from multiple sources and have are found to be synthetic, Simplex[ items/labels/tags/Invoices are in up, .40 or 3/8 = .37 up, .33 or 1/3weights on closeout merchandise to SimplexDiam in writing within five

## Shipment Details - Confidential Information. Not For FedEx

Transaction Date: 12/22/2022 Tracking Number: 392610731862 Confirmation Number: 927A8658 Reference Number: DJ205192DJ

Customer Reference Number: DJ205192DJ

Ship From \* Saturday Pickup : No ALPA SHETH \* Saturday Delivery: No SDX \* COD Services: No 50 W 47TH ST, \* Adult Signature: No **SUITE 2011** \* Residential Delivery: No NEW YORK, NY 10036, US \* Schedule Pickup: No \*\*Rerouted shipment. \* Pickup Date: Ship To \* Hold at Location: No **RICKY** \* Direct Delivery Only: No R.T.JW \* Direct Signature: No 728 SANSOM STREET Service Type: Priority Overnight PHILADELPHIA, PA 19106, Package Type: MEDIUM FEDEX BOX

> Insured Value: 3,500.00 USD Est. Ship & Ins Cost: \$26.96 Est. Optional Charges: \$3.23

1.00 lbs

\$30.19 Total Estimated Cost:

RRD F-1122

Weight:

indise sold, lost and damaged within 5 days the Agreement at any time. In the event of I Merchandise not returned, whether ding indebtedness of Consignee to Consignor by law and equity, the absolute right to take I Consignee's books and records at any time. nterest, security interest, lien, attachment or y such Lien, and will take all action to remove s Agreement, no other sales of Merchandise, third party on consignment, credit, purchase y the parties hereto to be a contemporaneous corporation or limited liability company, as ace of business is the location set forth in the ISE INCLUDING, WITHOUT LIMITATION, ill indemnify, defend and hold harmless liability, obligation, claim, allegation, or gotion and/or (b) the acts or omissions of ss, employees, vendors or contractors. 7) Fees. ction with the enforcement of Consignor's laiver; Severability; Assignment; Counterparts. against either party. This Agreement sets cept in writing signed by the party to be ovision hereof or exercise any rights held invalid or unenforceable, such invalidity ovision of this Agreement and any such s Agreement is not assignable by Consignee or electronic signature, each of which shall be OSEOUT MERCHANDISE SHALL BE SOLD ON delivered are natural. However the diamonds vent that any diamond in a lot of diamonds eights stamped on the ct = 0.95 up, 0.75 or  $\frac{3}{4}$  = .70 up, .50 or  $\frac{1}{2}$  = .45 Ve are not responsible for the estimated price or terms must be reported by Consignee timely payment to Simplex Diam for any

n received by Consignor in immediately

ing the foregoing, the security interest that

ode or other law, shall not supersede or affect nder or any other defect in any interests or

onnection herewith. Consignor shall have title

mee shall not contest, or assist any party in

proceeds. Nothing in this Agreement or any ned to pass title to Merchandise to Consignee

the last day of each calendar month (which

rest granted to Consignor or granted in

erefor. 4) Reporting; Payment; Inspection.

amounts will result in a monthly late payment interest tharge or the greater of 10% 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

US

T. 1-917-542-2343, F. 1-212-626-1276 Account Number: 8608095400 Routing Number: 026002794 Swift Code: LUMIUS3N