

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 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 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

available funds. Consignee shall keep

may be conveyed to Consignor or will

Consignor's ownership of the Merchandise

obligations owing to Consignor, the

to the Merchandise at all times and

contesting, the validity, perfection, p

connection herewith or contemplated

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, w**

shall become immediately due and

possession of and remove the Merch

5) Other Covenants; Representation

other encumbrance (each a "Lien")

any such Lien. Consignee may sell

bulk or in any other manner, of any

money security interest or similar c

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 limitat

**Consignee or any of Consignee's al**

Consignee shall pay all expenses i

rights and remedies with respect t

The language used in this Agree

forth the final and entire understa

charged with such modification, wa

hereunder shall not affect the righ

or unenforceability shall attach onl

provision shall be construed and li

without the prior written approval

an original and all of which taken

**AN AS IS, WHERE IS BASIS. ALL IT**

are from multiple sources and hav

are found to be synthetic. Simplex

items/labels/tags/Invoices are ir

up, .40 or 3/8 = .37 up, .33 or 1/3

weights on closeout merchandise

to SimplexDiam in writing within f

amounts will result in a monthly late

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. 917.542.2343, F. 212.626.1276

Account Number: 8608095400

Routing Number: 026002794

SWIFT Code: LUMIUS3N

**Shipment Details - Confidential Information. Not For UPS**

Transaction Date : 1/5/2023  
 Tracking Number : 1Z0173YV0202232783  
 Confirmation Number : 7E81F592  
 Reference Number : 10026561  
 Customer Reference Number : 10026561

**Ship From**

ALPA SHETH  
 SDX  
 50 W 47TH ST,  
 SUITE 2011  
 NEW YORK, NY 10036, US

**\*\*Rerouted shipment.**

\* Saturday Pickup : No  
 \* Saturday Delivery : No  
 \* COD Services : No  
 \* Adult Signature : No  
 \* Residential Delivery : No  
 \* Schedule Pickup : No  
 \* Pickup Date :

**Ship To**

PHAEDRA RAYNER  
 LILLY BARRACK - PASEO  
 8000 PASEO DEL NORTE  
 # C 2  
 ALBUQUERQUE, NM 87122, US

**Insured Value : 1,000.00 USD**

\* Direct Delivery Only : No  
 \* Direct Signature : No  
 Service Type : 2nd Day Air  
 Package Type : EXPRESS BOX  
 Weight : 1.00 lbs  
 Est. Ship & Ins Cost: \$17.45  
 Est. Optional Charges: \$2.77  
 Total Estimated Cost: \$20.22

 SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited. BRD F 1122

received by Consignor in immediately  
 ing the foregoing, the security interest that  
 de or other law, shall not supersede or affect  
 der or any other defect in any interests or  
 nnection herewith. Consignor shall have title  
 ee shall not contest, or assist any party in  
 est granted to Consignor or granted in  
 roceeds. Nothing in this Agreement or any  
 ed to pass title to Merchandise to Consignee  
 refor. 4) Reporting; Payment; Inspection.  
**he last day of each calendar month (which**  
 ndise sold, lost and damaged within 5 days  
 the Agreement at any time. In the event of  
 Merchandise not returned, whether  
 ding indebtedness of Consignee to Consignor  
 by law and equity, the absolute right to take  
 Consignee's books and records at any time.  
 terest, 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  
 igation and/or (b) the acts or omissions of  
 s, employees, vendors or contractors. 7) Fees.  
**ction with the enforcement of Consignor's**  
/aiver; Severability; Assignment; Counterparts.  
 against either party. This Agreement sets  
 cept in writing signed by the party to be  
 ovision hereof or exercise any rights  
 e held invalid or unenforceable, such invalidity  
 ovision of this Agreement and any such  
 is Agreement is not assignable by Consignee  
 or electronic signature, each of which shall be  
**LOSEOUT MERCHANDISE SHALL BE SOLD ON**  
**delivered are** natural. However the diamonds  
 vement that any diamond in a lot of diamonds  
 ights stamped on the  
 ct = 0.95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45  
 We are not responsible for the estimated  
 , price or terms must be reported by Consignee  
 e timely payment to SimplexDiam for any  
 o be charged under applicable law. 12) Choice