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<p><b>F</b> 50 West 47th St, Suite 20N <b>r</b> International Gem Tower <b>m</b> New York, NY 10036 <b>T:</b> 800.233.1155 <b>F:</b> 212.883.9532 <b>E:</b> sales@simplexdiam.com <b>www.simplexdiam.com</b> <b>Tax Id:</b> 13-3218259 <b>Service Rep:</b></p>	<p><b>M</b> <b>e</b> <b>m</b> <b>o</b> <b>T</b> <b>o</b></p>	<p><b>Contact Name:</b> _____ <b>Title:</b> _____ <b>Consignee Company Name:</b> DAWARD FOR YOU (Legal Name Please) <b>Govt Issued Registration No:</b> _____ <b>Business Address:</b> 2120 Dechard Blvd <b>City:</b> Dechard <b>State:</b> TN <b>Zip:</b> 37324 <b>Telephone:</b> _____ <b>Facsimile:</b> _____ <b>Email:</b> 931-987-4078</p>
<p><b>Would you like to receive e-newsletters:</b> Yes <input type="checkbox"/> No <input type="checkbox"/></p>		

Date		Special Notes: DAWARD					Terms	
SI	Item/Lot Number	Tag P / List P	Description / No of Stones	Qty/Cts	Sell Price/ Pc or Ct	Value	Ret	Sold
1	32868	\$ 12000	RD TTLC-D COF CO9	19.26	350	6741.		
2			SELECTION PROCESS					
3			\$ 390.000.45+					
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	19.26	6741		
Ship Charge		\$ 33		
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 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 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 is received by Consignor in immediately available funds. Consignee shall keep all such proceeds in a separate account and shall not be allowed to be commingled with any other funds. Consignee shall promptly remit to Consignor the proceeds of the sale of Merchandise in accordance with the foregoing, the security interest that Consignor has in the Merchandise under any other law, shall not supersede or affect or any other defect in any interests or interests hereunder. Consignor shall have title to the Merchandise and shall not contest, or assist any party in contesting, the validity, perfection, priority or lien of the security interest granted to Consignor or granted in connection herewith or contemplated hereunder. Consignor shall retain title to Merchandise until such time as Consignee passes title to Merchandise to Consignee. 4) **Reporting; Payment; Inspection.** Consignee shall report to Consignor the quantity and value of Merchandise sold, lost and damaged within 5 days of the date of sale. Consignee shall not be allowed to return Merchandise to Consignor at any time. In the event of Merchandise not returned, whether or not insured, Consignee shall be responsible for the indebtedness of Consignee to Consignor and equity, the absolute right to take possession of Consignee's books and records at any time. Consignee shall not create any security interest, lien, attachment or other encumbrance, and will take all action to remove any such security interest, lien, attachment or other encumbrance, and will take all action to remove any such encumbrance, no other sales of Merchandise, or any other action, on consignment, credit, purchase or sale of Merchandise. The parties hereto to be a contemporaneous agreement or limited liability company, as applicable, is the location set forth in the Agreement, WITHOUT LIMITATION, shall defend and hold harmless Consignor and its shareholders, directors, officers and employees from and/or (b) the acts or omissions of Consignee, its employees, vendors or contractors. 7) **Fees.** Consignee shall be responsible for the enforcement of Consignor's security interest in the Merchandise. 8) **Assignment; Counterparts.** This Agreement sets forth the entire understanding of the parties and may be amended or modified in writing signed by the party to be bound hereunder. This Agreement shall be binding on the party to be bound hereunder or exercise any rights hereunder. 9) **Force Majeure.** This Agreement shall be void or unenforceable, such invalidity shall not affect the enforceability of this Agreement and any such agreement shall be void or unenforceable. 10) **Signature.** Each of the parties hereto shall sign this Agreement and any such agreement in the presence of the other party. 11) **Merchandise.** ALL MERCHANDISE SHALL BE SOLD ON AN "AS IS, WHERE IS" BASIS. ALL ITEMS FOR SALE are from multiple sources and have not been tested. Consignee warrants that all items are found to be synthetic. SimplexDiam may use any method of testing. All items/labels/tags/Invoices are in carats and milligrams. .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or 1/4 = .22 up. All weights on closeout merchandise - they are sold as is. Consignee warrants to SimplexDiam in writing within five (5) days of receipt of Merchandise that the amounts will result in a monthly late payment of Merchandise. 12) **Choice of Law; Jurisdiction.** This Agreement shall be governed by 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.

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

Transaction Date : 1/6/2023  
 Tracking Number : 1Z0173YV0130723522  
 Confirmation Number : F3A5CED5  
 Reference Number : DJ202982DJ  
 Customer Reference Number : DJ202982DJ

**Ship From**  
 ALPA SHETH  
 SDX  
 50 W 47TH ST,  
 SUITE 2011  
 NEW YORK, NY 10036, US  
 \*\*Rerouted shipment.

**Ship To**  
 DALE  
 D FOR YOU  
 2120 DECHARD BLVD  
 DECHERD, TN 37324, US

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

\* Direct Delivery Only : No  
 \* Direct Signature : No  
 Service Type : Next Day Air  
 Package Type : EXPRESS BOX  
 Weight : 1.00 lbs  
**Insured Value : 1,000.00 USD**

Est. Ship & Ins Cost: \$28.04  
 Est. Optional Charges: \$4.62  
 Total Estimated Cost: \$32.66

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. RSD R 1022

**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