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. 3) 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 si 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 consignor. ime. Title to Merchandise proceeds shall

immediately vest in and belong to Coavailable 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, pr connection herewith or contemplated order, memo form, invoice, correspon under any circumstances unless and Consignee shall provide Consignor w shall list all sales, returns, and lost or after receipt or the Sales Report. Cor such request or any termination, all N previously sold, lost or damaged, with shall become immediately due and pa possession of and remove the Mercha 5) Other Covenants; Representations. other encumbrance (each a "Lien") in any such Lien. Consignee may sell the bulk or in any other manner, of any Mo money security interest or similar conc cash exchange and not the payment fo applicable, duly organized under the la preamble to this Agreement. CONSIGI IMPLIED WARRANTIES OF MERCHANTA Consignor and its shareholders, director expense (including, without limitation, Consignee or any of Consignee's affilia Consignee shall pay all expenses include rights and remedies with respect to the The language used in this Agreement is forth the final and entire understanding charged with such modification, waiver hereunder shall not affect the right of su or unenforceability shall attach only to s provision shall be construed and limited without the prior written approval of Co an original and all of which taken togeth AN AS IS, WHERE IS BASIS. ALL ITEMS FO are from multiple sources and have not t are found to be synthetic, SimplexDiam r items/labels/tags/Invoices are in carats up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 weights on closeout merchandise - they amounts will result in a monthly late pay

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 1/13/2023

Tracking Number: 1Z0173YV0238454815

Confirmation Number: 8299F777 Reference Number: 10026589

Customer Reference Number: 10026589

Ship From	* Saturday Pickup : No
ALPA SHETH	* Saturday Delivery : No
SDX	* COD Services : No
50 W 47TH ST,	* Adult Signature : No
SUITE 2011 A PARTICULAR	* Residential Delivery : No
NEW YORK, NY 10036, US	* Schedule Pickup : No
**Rerouted shipment.	* Pickup Date :
Ship To	
ALAN SUTTON	* Direct Delivery Only: No
ALAN SUTTON INC.	* Direct Signature : No
1803 - C WAYNE MEMORIAL	Service Type: 2nd Day Air
DR.	Package Type: EXPRESS BOX
GOLDSBORO, NC 27534, US	Weight: 1.00 lbs
RESALCONUT to the nest of Sim	Insured Value : 359.00 USD

ide or other law, shall not supersede or affect der or any other defect in any interests or nnection herewith. Consignor shall have title nee shall not contest, or assist any party in est granted to Consignor or granted in oceeds. Nothing in this Agreement or any ed to pass title to Merchandise to Consignee efor. 4) Reporting; Payment; Inspection. e last day of each calendar month (which dise sold, lost and damaged within 5 days he Agreement at any time. In the event of ferchandise not returned, whether ng indebtedness of Consignee to Consignor y law and equity, the absolute right to take onsignee's books and records at any time. rest, security interest, lien, attachment or such Lien, and will take all action to remove Agreement, no other sales of Merchandise, rd party on consignment, credit, purchase ne parties hereto to be a contemporaneous rporation or limited liability company, as of business is the location set forth in the INCLUDING, WITHOUT LIMITATION, idemnify, defend and hold harmless ility, obligation, claim, allegation, or ion and/or (b) the acts or omissions of mployees, vendors or contractors. 7) Fees. n with the enforcement of Consignor's er; Severability; Assignment; Counterparts nst either party. This Agreement sets t in writing signed by the party to be on hereof or exercise any rights I invalid or unenforceable, such invalidity on of this Agreement and any such reement is not assignable by Consignee ectronic signature, each of which shall be DUT MERCHANDISE SHALL BE SOLD ON red are natural. However the diamonds hat any diamond in a lot of diamonds stamped on the .95 up, 0.75 or  $\frac{3}{4}$  = .70 up, .50 or  $\frac{1}{2}$  = .45 not responsible for the estimated

or terms must be reported by Consignee

y payment to SimplexDiam for any

... amount permitted to be charged under applicable law. 12) Choice

received by Consignor in immediately

ng the foregoing, the security interest that

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.

Est. Ship & Ins Cost:

Est. Optional Charges:

Total Estimated Cost:

\$14.11

\$2.35

\$16.46

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