

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 and accessories.


consignee authorizes filing of, and shall sign and to time. Title to Merchandise proceeds shall been received by Consignor in immediately anding the foregoing, the security interest that al Code or other law, shall not supersede or affect reunder or any other defect in any interests or in connection herewith. Consignor shall have title rsignee shall not contest, or assist any party in nterest granted to Consignor or granted in or proceeds. Nothing in this Agreement or any eemed to pass title to Merchandise to Consignee therefor. 4) Reporting; Payment; Inspection. er the last day of each calendar month (which andise sold, lost and damaged within 5 days ate the Agreement at any time. In the event of all Merchandise not returned, whether anding indebtedness of Consignee to Consignor ed by law and equity, the absolute right to take nd Consignee's books and records at any time. r interest, security interest, lien, attachment or any such Lien, and will take all action to remove his Agreement, no other sales of Merchandise, y third party on consignment, credit, purchase by the parties hereto to be a contemporaneous a corporation or limited liability company, as lace of business is the location set forth in the IDISE INCLUDING, WITHOUT LIMITATION, will indemnify, defend and hold harmless s, liability, obligation, claim, allegation, or ligation and/or (b) the acts or omissions of res, employees, vendors or contractors. 7) Fees. ection with the enforcement of Consignor's Waiver; Severability; Assignment; Counterparts, against either party. This Agreement sets xcept in writing signed by the party to be rovision 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 vent 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 ve are not responsible for the estimated price or terms must be reported by Consignee

deliver to Consignor, such finan immediately vest in and belong available funds. Consignee sha may be conveyed to Consignor t Consignor's ownership of the M obligations owing to Consignor, to the Merchandise at all times contesting, the validity, perfecti connection herewith or contemp order, memo form, invoice, corre under any circumstances unless Consignee shall provide Consign shall list all sales, returns, and lc after receipt or the Sales Report such request or any termination, previously sold, lost or damaged shall become immediately due a possession of and remove the M 5) Other Covenants; Representa other encumbrance (each a "Lien any such Lien. Consignee may se bulk or in any other manner, of a money security interest or similar cash exchange and not the paym applicable, duly organized under preamble to this Agreement. COI IMPLIED WARRANTIES OF MERCH Consignor and its shareholders, d expense (including, without limite Consignee or any of Consignee's Consignee shall pay all expenses rights and remedies with respect The language used in this Agree forth the final and entire understa charged with such modification, w 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 t 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 1/3 weights on closeout merchandise - to SimplexDiam in writing within five

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 1/23/2023
 Tracking Number : 1Z0173YV0132240808
 Confirmation Number : A76AC7FC
 Reference Number : 10026632
 Customer Reference Number : 10026632

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 * Direct Delivery Only : No
 SHERYL COOK * Direct Signature : No
 TOM COOK INC. Service Type : Next Day Air
 150 SOUTH BEACH STREET Package Type : EXPRESS BOX
 DAYTONA BEACH, FL 32114, Weight : 1.00 lbs
 US
Insured Value : 1,000.00 USD
 Est. Ship & Ins Cost: \$28.04
 Est. Optional Charges: \$4.89
 Total Estimated Cost: \$32.93

 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. RRD R 1022

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

days of knowledge or 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.