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 (<u>"Merchandise")</u> 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 athimmediately vest in and belon available funds. Consignee sh may be conveyed to Consigno Consignor's ownership of the N obligations owing to Consigno to the Merchandise at all times contesting, the validity, perfect connection herewith or contem order, memo form, invoice, corr under any circumstances unless Consignee shall provide Consic shall list all sales, returns, and after receipt or the Sales Repoi such request or any termination previously sold, lost or damage shall become immediately due possession of and remove the 5) Other Covenants; Represent other encumbrance (each a "Lie any such Lien. Consignee may: bulk or in any other manner, of money security interest or simil: cash exchange and not the pay applicable, duly organized unde preamble to this Agreement. C(IMPLIED WARRANTIES OF MERC Consignor and its shareholders, expense (including, without limit Consignee or any of Consignee's Consignee shall pay all expense rights and remedies with respec The language used in this Agree forth the final and entire undersi charged with such modification, hereunder shall not affect the ric or unenforceability shall attach o provision shall be construed and without the prior written approve an original and all of which taker AN AS IS, WHERE IS BASIS. ALL IT are from multiple sources and ha are found to be synthetic, Simple items/labels/tags/Invoices are i up, .40 or 3/8 = .37 up, .33 or 1/ weights on closeout merchandise to SimplexDiam in writing within amounts will result in a monthly la

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 1/24/2023

Tracking Number: 1Z0173YV0227415833

Confirmation Number: 0375CB37 Reference Number: 10026643

Customer Reference Number: 10026643

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		
JOHN CARPENTE	* Direct Delivery Only:	No
CARPENTER'S D DISTRIBUT	* Direct Signature :	No
ORS INC	Service Type: 2nd Day Air	
2721 MCCLELLEN BLVD	Package Type: EXPRESS BOX	
ANNISTON, AL 36201, US SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation customs purposes. If exported from the US, alipper certifies that the c Regulations. Diversion contary to law is prohibited.	Weight: 1.00	lbs
	Insured Value : 798.	00 USD
	Est. Ship & Ins Cost:	\$15.10
	Est. Optional Charges:	\$2.56
	Total Estimated Cost: n of liability. Where allowed by law, shipper authorizes UPS to act as commodities, technology or software were exported from the US in ac	\$17.66 forwarding agent for exp cordance with the Export

e to time. Title to Merchandise proceeds shall ; been received by Consignor in immediately tanding the foregoing, the security interest that cial Code or other law, shall not supersede or affect ereunder or any other defect in any interests or s in connection herewith. Consignor shall have title onsignee shall not contest, or assist any party in interest granted to Consignor or granted in or proceeds. Nothing in this Agreement or any deemed to pass title to Merchandise to Consignee e therefor. 4) Reporting; Payment; Inspection. fter the last day of each calendar month (which erchandise sold, lost and damaged within 5 days nate the Agreement at any time. In the event of or all Merchandise not returned, whether standing indebtedness of Consignee to Consignor ded by law and equity, the absolute right to take and Consignee's books and records at any time. an interest, security interest, lien, attachment or any such Lien, and will take all action to remove 1 this Agreement, no other sales of Merchandise, any third party on consignment, credit, purchase d by the parties hereto to be a contemporaneous is a corporation or limited liability company, as I place of business is the location set forth in the INDISE INCLUDING, WITHOUT LIMITATION, e will indemnify, defend and hold harmless its, liability, obligation, claim, allegation, or bligation and/or (b) the acts or omissions of tives, employees, vendors or contractors. 7) Fees mection with the enforcement of Consignor's ; Waiver; Severability; Assignment; Counterparts. ed against either party. This Agreement sets except in writing signed by the party to be provision hereof or exercise any rights be held invalid or unenforceable, such invalidity provision of this Agreement and any such This Agreement is not assignable by Consignee If or electronic signature, each of which shall be CLOSEOUT MERCHANDISE SHALL BE SOLD ON n delivered are natural. However the diamonds event that any diamond in a lot of diamonds veights stamped on the 1 ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 We are not responsible for the estimated

t, price or terms must be reported by Consignee

ke timely payment to SimplexDiam for any

... greater or толог 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

Valley National Bank, 350 Madison Avenue, New York, NY 10017 USA

Tel: 312-419-4115 - Fax: 212-626-1276

Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N