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 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 par 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 sunts receivable, and insurance proceeds therefrom. Consignee authorizes filing of, and shall sign and

Merchandise and all additions, replacement deliver to Consignor, such financing stateme immediately vest in and belong to Consign available funds. Consignee shall keep all \ may be conveyed to Consignor or which Co Consignor's ownership of the Merchandise obligations owing to Consignor, the rights to the Merchandise at all times and Consi contesting, the validity, perfection, priority connection herewith or contemplated here order, memo form, invoice, correspondent under any circumstances unless and until Consignee shall provide Consignor with n shall list all sales, returns, and lost or da after receipt or the Sales Report. Consig such request or any termination, all Mer oreviously sold, lost or damaged, within shall become immediately due and pay: possession of and remove the Merchan 5) Other Covenants; Representations. (other encumbrance (each a "Lien") in or any such Lien. Consignee may sell the bulk or in any other manner, of any Me money security interest or similar cond cash exchange and not the payment for applicable, duly organized under the la preamble to this Agreement. CONSIG IMPLIED WARRANTIES OF MERCHANT Consignor and its shareholders, direct expense (including, without limitation Consignee or any of Consignee's affili Consignee shall pay all expenses incl ights and remedies with respect to t The language used in this Agreemer forth the final and entire understand charged with such modification, wair nereunder shall not affect the right (or unenforceability shall attach only provision shall be construed and lim without the prior written approval c an original and all of which taken to AN AS IS, WHERE IS BASIS. ALL ITE! are from multiple sources and have are found to be synthetic, Simplex[tems/labels/tags/Invoices are in up, .40 or 3/8 = .37 up, .33 or 1/3weights on closeout merchandise

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 1/25/2023

Tracking Number : 1Z0173YV0206917170

Confirmation Number: 4B7E7CA5 Reference Number: 10026651

Customer Reference Number: 10026651

Ship From	proceeds therefrom, will not arent or
ALPA SHETH	* Saturday Pickup : No
SDX 50 W 47TH ST, SUITE 2011 NEW YORK, NY 10036, US **Rerouted shipment. Ship To JIM HOFSTETTER J.R.HOFSTETTER 53 N CHESTNUT ST JEFFERSON, OH 44047, US	* 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: 2nd Day Air Package Type: EXPRESS BOX Weight: 1.00 lbs Insured Value: 617.00 USD
	Est. Ship & Ins Cost: \$14.57

request from time to time. Title to Merchandise proceeds shall ed by Consignor in immediately foregoing, the security interest that other law, shall not supersede or affect any other defect in any interests or on herewith. Consignor shall have title nall not contest, or assist any party in ranted to Consignor or granted in ds. Nothing in this Agreement or any pass title to Merchandise to Consignee

> 4) Reporting; Payment; Inspection. st day of each calendar month (which sold, lost and damaged within 5 days Agreement at any time. In the event of chandise not returned, whether indebtedness of Consignee to Consignor aw and equity, the absolute right to take signee's books and records at any time. est, security interest, lien, attachment or ch Lien, and will take all action to remove reement, no other sales of Merchandise, d party on consignment, credit, purchase e parties hereto to be a contemporaneous poration or limited liability company, as of business is the location set forth in the INCLUDING, WITHOUT LIMITATION, ndemnify, defend and hold harmless bility, obligation, claim, allegation, or ition and/or (b) the acts or omissions of employees, vendors or contractors. 7) Fees on with the enforcement of Consignor's iver; Severability; Assignment; Counterparts. jainst either party. This Agreement sets ept in writing signed by the party to be rision hereof or exercise any rights neld invalid or unenforceable, such invalidity vision of this Agreement and any such Agreement is not assignable by Consignee r electronic signature, each of which shall be OSEOUT MERCHANDISE SHALL BE SOLD ON Jelivered are natural. However the diamonds vent that any diamond in a lot of diamonds eights stamped on the ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 Ve 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 amounts will result in a monthly late payment interest charge of the greater of too or the 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. Optional Charges:

Total Estimated Cost:

\$2.52

\$17.09

BANK WIRING INSTRUCTIONS

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

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

to SimplexDiam in writing within five (3) days or ...

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

