VIS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, 2 Iry 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 umentation. 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 chandise, such Merchandise shall be deemed acceptable to and accepted by Consignee and there shall be no liability or recourse to Consignor therefor. 2) rance, 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 rchandise 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 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 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 s 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 part ree that this Agreement creates a true consignment and that all transactions hereunder shall constitute true consignments and not the purchase and sale of erchandise. If, notwithstanding the provisions of this Agreement, a court of competent jurisdiction determines that Consignee has any right, title or interest in the erchandise 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 erchandise and all additions, replacements, proceeds, accounts receivable, and insurance proceeds therefrom. Consignee authorizes filing of, and shall sign and eliver to Consignor, such financing statements and other documents as Consignor may reasonably request from time to time. Title to Merchandise proceeds shall nmediately vest in and belong to Consignor upon sale until the cost charged to Consignee for such Merchandise has been received by Consignor in immediately vailable funds. Consignee shall keep all Merchandise and proceeds separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that licable Uniform Commercial Code or other law, shall not supersede or affect

hay be conveyed to Consignor or h onsignor's ownership of the Meri obligations owing to Consignor, th to the Merchandise at all times ar contesting, the validity, perfection connection herewith or contempla order, memo form, invoice, correst under any circumstances unless a Consignee shall provide Consigno shall list all sales, returns, and los after receipt or the Sales Report. such request or any termination, previously sold, lost or damaged shall become immediately due ar possession of and remove the M 5) Other Covenants; Representat other encumbrance (each a "Lien any such Lien. Consignee may se bulk or in any other manner, of a money security interest or simila cash exchange and not the paying applicable, duly organized under preamble to this Agreement. CO IMPLIED WARRANTIES OF MERCI 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 unders charged with such modification, nereunder shall not affect the rior unenforceability shall attach provision shall be construed and without the prior written approv an original and all of which take AN AS IS, WHERE IS BASIS. ALL are from multiple sources and h are found to be synthetic, Simp items/labels/tags/Invoices are up, .40 or 3/8 = .37 up, .33 or 1 weights on closeout merchandi to SimplexDiam in writing with amounts will result in a monthly of Law; Jurisdiction. This Agree Consignee irrevocably submits

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/1/2023

Tracking Number: 1Z0173YV1322801592

Confirmation Number: ED407015 Reference Number: 10026667

Customer Reference Number: 10026667

- March a like only in the ordi	
Ship From	* Saturday Pickup ; No
ALPA SHETH	* Saturday Delivery : No
SDX 50 W 47TH ST, SUITE 2011 NEW YORK, NY 10036, US	* COD Services : No  * Adult Signature : No  * Residential Delivery : No  * Schedule Pickup : No
**Rerouted shipment. Ship To	* Pickup Date :
TRAVIS PIPER PIPER INC. 2449 NORTH 6TH STREET VINCENNES, IN 47591, US	* Direct Delivery Only: No  * Direct Signature: No  Service Type: Next Day Air Save  Package Type: EXPRESS BOX  Weight: 1.00 lbs  Insured Value: 1,000.00 USD
	Est. Ship & Ins Cost: \$24.56 Est. Optional Charges: \$4.24

connection herewith. Consignor shall have title ignee shall not contest, or assist any party in erest granted to Consignor or granted in proceeds. Nothing in this Agreement or any emed to pass title to Merchandise to Consignee nerefor. 4) Reporting; Payment; Inspection. r the last day of each calendar month (which nandise sold, lost and damaged within 5 days ite 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. 1 interest, security interest, lien, attachment or any such Lien, and will take all action to remove this Agreement, no other sales of Merchandise, ny third party on consignment, credit, purchase by the parties hereto to be a contemporaneous s a corporation or limited liability company, as place of business is the location set forth in the NDISE INCLUDING, WITHOUT LIMITATION, will indemnify, defend and hold harmless ts, 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 descept 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 df or electronic signature, each of which shall be I CLOSEOUT MERCHANDISE SHALL BE SOLD ON zin delivered are natural. However the diamonds e event that any diamond in a lot of diamonds weights stamped on the

or 1 ct = 0.95 up, 0.75 or  $\frac{3}{4}$  = .70 up, .50 or  $\frac{1}{2}$  = .45

unt, price or terms must be reported by Consignee

ed to be charged under applicable law. 12) Choice

rithout reference to its rules as to conflicts of law).

ction based on forum non conveniens or any other

3. We are not responsible for the estimated

lake timely payment to Simplex Diam for any

under or any other defect in any interests or

objection to venue. Consignee waives its right to bring any action or proceeding between the parties and 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.

Total Estimated Cost:

\$28.80

## 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