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 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 so the 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 partiagree 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

Merchandise and all additions, replace deliver to Consignor, such financing st immediately vest in and belong to Cor available funds. Consignee shall kee may be conveyed to Consignor or wh Consignor's ownership of the Mercha obligations owing to Consignor, the r to the Merchandise at all times and contesting, the validity, perfection, p connection herewith or contemplated order, memo form, invoice, correspo under any circumstances unless and Consignee shall provide Consignor shall list all sales, returns, and lost after receipt or the Sales Report. C such request or any termination, al previously sold, lost or damaged, (shall become immediately due and possession of and remove the Me 5) Other Covenants; Representati other encumbrance (each a "Lien" any such Lien. Consignee may se bulk or in any other manner, of ar money security interest or similar cash exchange and not the paym applicable, duly organized under preamble to this Agreement. CC IMPLIED WARRANTIES OF MERC Consignor and its shareholders. expense (including, without limi Consignee or any of Consignee' Consignee shall pay all expens ights and remedies with respe The language used in this Agre forth the final and entire under charged with such modification nereunder shall not affect the or unenforceability shall attac provision shall be construed a without the prior written app an original and all of which to AN AS IS, WHERE IS BASIS. A are from multiple sources an are found to be synthetic, Sir items/labels/tags/Invoices up, .40 or 3/8 = .37 up, .33 (Ups weights on closeout merchandise

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/1/2023

Tracking Number : 1Z0173YV1315737318

Confirmation Number : E25FB2F0 Reference Number : 10026671

Customer Reference Number: 10026671

havable Love Ball have	
Ship From ALPA SHETH SDX 50 W 47TH ST, SUITE 2011 NEW YORK, NY 10036, US **Rerouted shipment. Ship To MISTY WIERSEMA WIERSEMA J (RJO) 48 W. MAIN STREET SUITE 9 FREMONT, MI 49412, US	* Saturday Pickup : No * 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 : Next Day Air Savel Package Type : EXPRESS BOX Weight : 1.00 lbs Insured Value : 867.00 USD
SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liabil systaloms. Divergoses. Hexported from the US, shipper certifies that the host	Est. Ship & Ins Cost: \$22.09 Est. Optional Charges: \$3.83

eceived by Consignor in immediately ; the foregoing, the security interest that le or other law, shall not supersede or affect der or any other defect in any interests or nection herewith. Consignor shall have title ee 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 refor. 4) Reporting; Payment; Inspection. he last day of each calendar month (which indise sold, lost and damaged within 5 days the Agreement at any time. In the event of I Merchandise not returned, whether iding indebtedness of Consignee to Consignor by law and equity, the absolute right to take d Consignee's books and records at any time. interest, security interest, lien, attachment or nu such Lien, and will take all action to remove his Agreement, no other sales of Merchandise, ly third party on consignment, credit, purchase by the parties hereto to be a contemporaneous 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 its, liability, obligation, claim, allegation, or obligation and/or (b) the acts or omissions of itives, employees, vendors or contractors. 7) Fees. nnection with the enforcement of Consignor's it; Waiver; Severability; Assignment; Counterparts. ied against either party. This Agreement sets ed except in writing signed by the party to be y provision hereof or exercise any rights Ill be held invalid or unenforceable, such invalidity er provision of this Agreement and any such 3. This Agreement is not assignable by Consignee pdf or electronic signature, each of which shall be AII CLOSEOUT MERCHANDISE SHALL BE SOLD ON zrein delivered are natural. However the diamonds the event that any diamond in a lot of diamonds

time. Title to Merchandise proceeds shall

discurance proceeds therefrom. Consignee authorizes filing of, and shall sign and

The weights stamped on the 0 or 1 ct = 0.95 up, 0.75 or $\frac{1}{2}$ = .70 up, .50 or $\frac{1}{2}$ = .45 ges. We are not responsible for the estimated count, price or terms must be reported by Consignee o 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 per nitted 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

to SimplexDiam in writing within five (5) days of knowledge or the same.

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

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