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 s 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 part 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 other documents as Consignor may reasonably request from time to time. Title to Merchandise proceeds shall immediately vest in and belong to Consignor upon sale until the cost charged to Consignee for such Merchandise has been received by Consignor in immediately available funds. Consignee shall k ding the foregoing, the security interest that may be conveyed to Consignor or Code or other law, shall not supersede or affect Consignor's ownership of the Mer under or any other defect in any interests or obligations owing to Consignor, th connection herewith. Consignor shall have title to the Merchandise at all times ar ignee shall not contest, or assist any party in contesting, the validity, perfection, erest granted to Consignor or granted in connection herewith or contempla proceeds. Nothing in this Agreement or any order, memo form, invoice, corresp emed to pass title to Merchandise to Consignee under any circumstances unless ar erefor. 4) Reporting; Payment; Inspection. Consignee shall provide Consignor the last day of each calendar month (which shall list all sales, returns, and lost andise sold, lost and damaged within 5 days after receipt or the Sales Report. e the Agreement at any time. In the event of such request or any termination, a ll Merchandise not returned, whether previously sold, lost or damaged, ding indebtedness of Consignee to Consignor shall become immediately due and d by law and equity, the absolute right to take possession of and remove the Me d Consignee's books and records at any time. 5) Other Covenants; Representatic interest, security interest, lien, attachment or other encumbrance (each a "Lien") y such Lien, and will take all action to remove any such Lien. Consignee may sell is Agreement, no other sales of Merchandise, bulk or in any other manner, of any third party on consignment, credit, purchase money security interest or similar c y the parties hereto to be a contemporaneous cash exchange and not the payme corporation or limited liability company, as applicable, duly organized under th ace of business is the location set forth in the preamble to this Agreement. CONS ISE INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHA ill indemnify, defend and hold harmless Consignor and its shareholders, dir liability, obligation, claim, allegation, or expense (including, without limitati gation and/or (b) the acts or omissions of Consignee or any of Consignee's af s, employees, vendors or contractors. 7) Fees. Consignee shall pay all expenses ir ction with the enforcement of Consignor's rights and remedies with respect to aiver; Severability; Assignment; Counterparts. The language used in this Agreeme against either party. This Agreement sets forth the final and entire understan cept in writing signed by the party to be charged with such modification, wa vision hereof or exercise any rights hereunder shall not affect the right held invalid or unenforceable, such invalidity or unenforceability shall attach only vision of this Agreement and any such provision shall be construed and lim s Agreement is not assignable by Consignee without the prior written approval c r electronic signature, each of which shall be an original and all of which taken to OSEOUT MERCHANDISE SHALL BE SOLD ON AN AS IS, WHERE IS BASIS. ALL ITEM elivered are natural. However the diamonds are from multiple sources and have ent that any diamond in a lot of diamonds are found to be synthetic, SimplexDi ghts stamped on the items/labels/tags/Invoices are in c t = 0.95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = e are not responsible for the estimated weights on closeout merchandise – rice or terms must be reported by Consignee to SimplexDiam in writing within five imely payment to SimplexDiam for any amounts will result in a monthly late be charged under applicable law. 12) Choice of Law; Jurisdiction. This Agreement ut 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.

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 2/1/2023

Tracking Number : 1Z0173YV1309950269

Confirmation Number : AB184259

Reference Number : 10026675

Customer Reference Number : 10026675

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		
DARREN MAERTENS	* Direct Delivery Only :	No
HOGAN'S J INC	* Direct Signature :	No
311 W. MAIN ST.	Service Type :	Next Day Air Saver
GAYLORD, MI 49735, US	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
	Total Estimated Cost:	$28.80

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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