

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 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, and accounts receivable, and insurance proceeds therefrom. Consignee authorizes filing of, and shall sign and deliver to Consignor, such financing statements and documents as Consignor may reasonably request from time to time. Title to Merchandise proceeds shall immediately vest in and belong to Consignor and all proceeds from the sale of Merchandise for such Merchandise has been received by Consignor in immediately available funds. Consignee shall keep all Merchandise identifiable and traceable. Notwithstanding the foregoing, the security interest that may be conveyed to Consignor or which Consignor's ownership of the Merchandise shall not be subject to the provisions of the Uniform Commercial Code or other law, shall not supersede or affect Consignor's interests hereunder or any other defect in any interests or actions in connection herewith. Consignor shall have title to the Merchandise and Consignee shall not contest, or assist any party in contesting, the validity, perfection, priority or connection herewith or contemplated hereunder, order, memo form, invoice, correspondence under any circumstances unless and unless Consignee shall provide Consignor with such request or any termination, previously sold, lost or damage shall become immediately due possession of and remove the Merchandise.

**Shipment Details - Confidential Information. Not For UPS**

Transaction Date : 2/1/2023  
 Tracking Number : 1Z0173YV0109006329  
 Confirmation Number : 28C22943  
 Reference Number : 10026677,10026678  
 Customer Reference Number : 10026677,10026678

**Ship From**

ALPA SHETH  
 SDX  
 50 W 47TH ST,  
 SUITE 2011  
 NEW YORK, NY 10036, US

**\*\*Rerouted shipment.**

**Ship To**  
 MCFERRINS J  
 MCFERRIN'S J  
 114 EAST COMMERCE ST  
 GREENVILLE, AL 36037, 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
- Package Type : EXPRESS BOX
- Weight : 1.00 lbs

**Insured Value : 1,000.00 USD**

Est. Ship & Ins Cost: \$28.04  
 Est. Optional Charges: \$4.89  
 Total Estimated Cost: \$32.93

 SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited. RRD R 1022

5) Other Covenants; Represe  
 other encumbrance (each o  
 any such Lien. Consignee n  
 bulk or in any other mann  
 money security interest o  
 cash exchange and not t  
 applicable, duly organiz  
 preamble to this Agree  
 IMPLIED WARRANTIES  
 Consignor and its sh  
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 up, .40 or 3/8  
 weights on closeout mer  
 to SimplexDiam in writing within  
 amounts will result in a monthly late payme  
 of Law; Jurisdiction. This Agreement shall be govern  
 Consignee irrevocably submits to the exclusive jurisdiction of  
 objection to venue. Consignee waives its right to bring any action or pr  
 York County, State of New York. The parties waive personal service of any SUIT  
 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.

4) Reporting; Payment; Inspection.  
 last day of each calendar month (which  
 se sold, lost and damaged within 5 days  
 ie Agreement at any time. In the event of  
 Merchandise not returned, whether  
 ing indebtedness of Consignee to Consignor  
 by law and equity, the absolute right to take  
 d Consignee's books and records at any time.  
 i interest, security interest, lien, attachment or  
 any such Lien, and will take all action to remove  
 this Agreement, no other sales of Merchandise,  
 any third party on consignment, credit, purchase  
 ed by the parties hereto to be a contemporaneous  
 it is a corporation or limited liability company, as  
 cipal place of business is the location set forth in the  
 RCHANDISE INCLUDING, WITHOUT LIMITATION,  
 signee will indemnify, defend and hold harmless  
 ge, costs, liability, obligation, claim, allegation, or  
 signee obligation and/or (b) the acts or omissions of  
 representatives, employees, vendors or contractors. 7) Fees.  
 are in connection with the enforcement of Consignor's  
 amendment; Waiver; Severability; Assignment; Counterparts.  
 will be applied against either party. This Agreement sets  
 or amended except in writing signed by the party to be  
 nance of any provision hereof or exercise any rights  
 rovision shall be held invalid or unenforceable, such invalidity  
 able any other provision of this Agreement and any such  
 unenforceable. This Agreement is not assignable by Consignee  
 d by facsimile, pdf or electronic signature, each of which shall be  
 Merchandise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON  
 the diamonds herein delivered are natural. However the diamonds  
 etic diamonds. In the event that any diamond in a lot of diamonds  
 eight Stamped. The weights stamped on the  
 is as follows: 1.00 or 1 ct = 0.95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45  
 , for other size ranges. We are not responsible for the estimated  
 und in weight, price count, price or terms must be reported by Consignee  
 Payment. Failure to make timely payment to SimplexDiam for any  
 maximum amount permitted to be charged under applicable law. 12) Choice  
 the State of New York (without reference to its rules as to conflicts of law).  
 oice and waives any objection based on forum non conveniens or any other  
 the parties and relating to this Agreement in any jurisdiction other than New  
 complaint or other process and papers therein and agree that the service

**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