

SimplexDiam, Inc.

50 west 47th Street, Suite # 2011
 New York, NY 10036
 Tel: +1 (212) 883-0888, Fax +1 (212) 883-9532

INVOICE

To Facet Foundry Jewelry Studio (IJO)
530 South New Hope Road, Ste 1
GASTONIA NC 28054 US

Telephone: (704) 867-5332
 E-Mail: brent@facetfoundryjewelry.com
 Attention: Brent Messer,
 Terms: *Net 30 Days*

DATE: 01/25/2023
INV#: DJ205197DJ

SR #	Lot#	Description	Size	Carat Weight	Price Per Carat (US\$)	Total Amount (US\$)	
1	32868N	Pear Fancy Shape V8A	0.70-0.89	0.78	\$1,100.00	\$858.00	
		Shipping Charges				\$23.00	
				Subtotal		\$881.00	
		" Cut and Polished Diamond "					
Total				0.78		\$881.00	USD

Remittance Instructions:

Beneficiary Name: SimplexDiam Inc.
 Bank Name: Bank Leumi USA
 Bank Address: 579 Fifth Avenue New York, NY 10017
 T. 1-917-542-2343 F. 1-800-892-5430
 Bank Account: 8608095400
 Swift Code: LUMIUS3N
 ABA#: 026002794

"All our diamonds are from legitimate sources not involved in funding conflict and are in compliance with UN resolutions. We hereby guarantee that the diamonds are conflict free based on personal knowledge and/or written guarantee."


 For SimplexDiam Inc

adm1:

From: 50 West 47th St, Suite 20N
International Gem Tower
New York, NY 10036
T: 800.233.1155
F: 212.883.9532
E: sales@simplexdiam.com
www.simplexdiam.com
Tax Id: 13-3218259
Service Rep:

Contact Name: Michelle c/o Michael
Title:
Consignee Company Name: Facet Foundry (Legal Name Please)
Govt Issued Registration No:
Business Address: 530 SOUTH NEW HOPE ROAD
City: GASTONIA **State:** NC **Zip:** 28045
Telephone: 704-887-5332
Email:
Would you like to receive e-newsletters: Yes No

Date		Special Notes:					Terms		
SI	Item/Lot Number	Tag P / List P	Description / No of Stones	Qty/Cts	Sell Price/ Pc or Ct	Value	Ret	Sold	
	01/03/23		Demand						
1	32868N		PEARL PANCY VSA	0.78	1100	858			
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									

To SimplexDiam's knowledge, the diamonds and jewelry herein delivered have been purchased from legitimate sources not involved in funding conflict and in compliance with the United Nations resolutions. SimplexDiam states that the diamonds are conflict free based on personal knowledge and/or written guarantees provided by the supplier(s).

Totals	0.78	1100	858		
Ship Charge			23		
G. Totals	-	-	881.		

USA PATRIOT ACT COMPLIANCE. The below under signed signatory ("Signer") confirms for Signer and Consignee, in accordance with the USA Patriot Act, that (1) all information provided herein is correct, (2) the Signer has provided or will provide all other documentatoin and information required by SimplexDiam, (3) Signer will authorize any changes to the details herein, and (4) Signer and Consignee have disclosed to SimplexDiam all relevant information in connection with the Merchandise and this "Agreement" which includes this front form as well as the Consignment Agreement Terms of Agreement on the back hereof.

Is this Company **AML (Anti-Money Laundering) compliant** pursuant to the **USA Patriot Act** if registered within the US or pursuant to International Law if registered outside the US? Yes No

This document includes a **CONSIGNMENT AGREEMENT** between **SIMPLEXDIAM INC.**, a New York corporation with an office at 50 W. 47th Street, Suite 20N, New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As Mentioned Above); if there are two consignee parties, Consignees are jointly and severally liable under this Agreement. BY SIGNING below the parties hereby agree to all of the terms of this Agreement. Signer warrants that he/she is duly authorized to execute this Agreement on behalf of Consignee and to bind Consignee to the terms of this Agreement. Furthermore, the Signer hereby unconditionally personally guarantees in Signer's individual capacity the full and timely performance and observance of all of the obligations, representations, and covenants of Consignee in this Agreement. Consignor need not exhaust any recourse against Consignee or any other person, or any collateral or property, before being entitled to enforce this guaranty against Signer and receive payment or performance from Signer. The obligations hereunder are the joint and several, and independent, obligations of Signer and Consignee, and a separate action may be brought and prosecuted against Signer whether action is brought against Consignee or whether Consignee be joined.

ALL MERCHANDISE REMAINS THE PROPERTY OF SIMPLEXDIAM, INC. UNTIL FULL & FINAL PAYMENT IS RECEIVED. I HAVE READ THE TERMS AND CONDITIONS ON THE BACK OF THIS DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS.

WHITE: OFFICE | **BLUE:** INVENTORY | **PINK:** CUSTOMER

Signature X 
Authorized Signatory

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, 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 keep all Merchandise and proceeds separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that may be conveyed to Consignor or which Consignor may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect Consignor's ownership of the Merchandise. Notwithstanding any failure of Consignor to perfect any of its interests hereunder or any other defect in any interests or obligations owing to Consignor, the rights and priority set forth herein shall govern the consignment and transactions in connection herewith. Consignor shall have title to the Merchandise at all times and Consignor may assert and enforce ownership of the Merchandise at any time. Consignee shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of the ownership by Consignor of the Merchandise or any interest granted to Consignor or granted in connection herewith or contemplated hereby in favor of Consignor or its designee(s) with respect to the Merchandise or proceeds. Nothing in this Agreement or any order, memo form, invoice, correspondence, or other document, communication, act, omission or circumstance shall be deemed to pass title to Merchandise to Consignee under any circumstances unless and until Consignor has actually received full and irrevocable payment from Consignee therefor. 4) Reporting; Payment; Inspection. Consignee shall provide Consignor with monthly sales reports ("Sales Reports") to be delivered within 10 days after the last day of each calendar month (which shall list all sales, returns, and lost or damaged Merchandise) to Consignor for the Merchandise sold, lost and damaged within 5 days after receipt or the Sales Report. Consignor may request or terminate the Agreement at any time. In the event of such request or termination, all Merchandise previously sold, lost or damaged, within 5 business days of termination shall become immediately due and payable. Consignee shall retain possession of and remove the Merchandise with 5 days of termination.

5) Other Covenants; Representations. Consignee shall not create any other encumbrance (each a "Lien") in or on any such Lien. Consignee may sell the Merchandise in bulk or in any other manner, of any Merchandise, subject to the security interest or similar conditions. Consignee shall not cash exchange and not the payment for an account receivable, duly organized under the laws of any applicable jurisdiction. CONSIGNOR MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE. Consignor and its shareholders, directors, officers, agents, employees, representatives, and assigns shall be held harmless, defend and hold harmless Consignee from and against all claims, demands, obligations, claim, allegation, or action, in whole or in part, arising out of or from the acts or omissions of Consignee, its vendors or contractors. 7) Fees. Consignee shall be responsible for the enforcement of Consignor's rights, including but not limited to, the right of Consignee to take books and records at any time. Consignee shall be responsible for the enforcement of Consignor's rights, including but not limited to, the right of Consignee to take books and records at any time. Consignee shall be responsible for the enforcement of Consignor's rights, including but not limited to, the right of Consignee to take books and records at any time.

Shipment Details - Confidential Information. Not For FedEx
 Transaction Date : 1/3/2023
 Tracking Number : 392981171551
 Confirmation Number : 7B0887AF
 Reference Number : DJ205197DJ
 Customer Reference Number : DJ205197DJ

Ship From
 ALPA SHETH
 SDX
 50 W 47TH ST,
 SUITE 2011
 NEW YORK, NY 10036, US
****Rerouted shipment.**

Ship To
 BRENT MESSER
 F FOUNDRY J STUDIO
 530 SOUTH NEW HOPE ROAD
 D.STE1
 GASTONIA, NC 28054, US

* Saturday Pickup : No
 * Saturday Delivery : No
 * COD Services : No
 * Adult Signature : No
 * Residential Delivery : No
 * Schedule Pickup : No
 * Pickup Date : No
 * Hold at Location : No
 * Direct Delivery Only : No
 * Direct Signature : No
 Service Type : 2 Day
 Package Type : MEDIUM FEDEX BOX
 Weight : 1.00 lbs
Insured Value : 1,000.00 USD

without the prior written approval of Consignor. The language used in this Agreement is chosen for the final and entire understanding of the parties. Any modification, waiver or amendment hereunder shall not affect the right of Consignor to enforce the terms of this Agreement. The provisions of this Agreement shall be construed and limited to the extent of the original and all of which taken together shall constitute the entire agreement between the parties. ALL ITEMS ARE AS IS, WHERE IS BASIS. ALL ITEMS ARE FROM MULTIPLE SOURCES AND HAVE NOT BEEN TESTED TO BE SYNTHETIC. SimplexDiamond items/labels/tags/Invoices are in cartons. .40 or 3/8 = .37 up, .33 or 1/3 = .30 up. weights on closeout merchandise - to SimplexDiamond in writing within five business days of receipt. Failure to do so will result in a monthly late fee of \$100. This Agreement is irrevocable and shall be governed by the laws of the State of New York. The venue for any dispute arising out of or from this Agreement may be made by certified mail, return receipt requested. 13) Waiver of Proceedings Relating to This Agreement. Consignee irrevocably submits to the jurisdiction of the courts of the State of New York, State of New York. The venue for any dispute arising out of or from this Agreement may be made by certified mail, return receipt requested. 13) Waiver of Proceedings Relating to This Agreement. Consignee irrevocably submits to the jurisdiction of the courts of the State of New York, State of New York. The venue for any dispute arising out of or from this Agreement may be made by certified mail, return receipt requested.

BANK WIRING INSTRUCTIONS
 Bank Leumi USA, 579 Fifth Avenue
 T. 1-917-542-2343, F. 1-212-626-1276
 Account Number: 8608095400
 Routing Number: 026002794
 Swift Code: LUMIUS3N

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.
 Est. Ship & Ins Cost: \$19.26
 Est. Optional Charges: \$3.01
 Total Estimated Cost: \$22.27
 RFD F-1122

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