

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 M may be conveyed to Consignor or which Con- Consignor's ownership of the Merchandise, obligations owing to Consignor, the rights a to the Merchandise at all times and Consigr contesting, the validity, perfection, priority c connection here with or contemplated hereb order, memo form, invoice, correspondence, under any circumstances unless and until Co Consignee shall provide Consignor with mo shall list all sales, returns, and lost or damg after receipt of the Sales Report. Consigno such request or any termination, all Mercha previously sold, lost or damaged, within 5 l shall become immediately due and payable possession of and remove the Merchandis 5) Other Covenants; Representations. Con other encumbrance (each a "Lien") in or on any such Lien. Consignee may sell the Mer bulk or in any other manner, of any Mercha money security interest or similar condition cash exchange and not the payment for an applicable, duly organized under the laws, possible to this Agreement. CONSIGNOR AND WARRANTIES OF MERCHANTABILITY Consignor and its shareholders, directors, expense (including, without limitation, legc Consignee or any of Consignee's affiliates, Consignee shall pay all expenses including rights and remedies with respect to the M. The language used in this Agreement is of forth the final and entire understanding w charged with such modifications, waiver or hereunder shall not affect the right of such or unenforceability shall attach only to suc provision shall be construed and limited to without the prior written approval of Cons an original and all of which taken together AN AS IS, WHERE IS BASIS. ALL ITEMS FOR are from multiple sources and have not be are found to be synthetic. SimplexDiam m items/labels/tags/Invoices are in carats) up, .40 or 3/8 - .37 up, .33 or 1/3 - .29 u weights on closeout merchandise - they a to SimplexDiam in writing within five (5) c amounts will result in a monthly late paym of Law; Jurisdiction. This Agreement shall 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 FedEx

Transaction Date : 2/3/2023
 Tracking Number : 394208978868
 Confirmation Number : 771B1F89
 Reference Number : 20145814,10026700
 Customer Reference Number : 20145814,10026700

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

****Rerouted shipment.**

Ship To
 SAMUEL -
 NFS ASSOCIATES LTD
 101 SINGLETON ROAD
 SALFORD
 MANCHESTER, M74LX, GB

* Saturday Pickup : No
 * Saturday Delivery : No
 * COD Services : No
 * Adult Signature : No
 * Residential Delivery : No
 * Schedule Pickup : No
 * Pickup Date :
 * Hold at Location : No
 * Direct Delivery Only : No
 * Direct Signature : No

Service Type : International Priority
 Package Type : MEDIUM FEDEX BOX
 Weight : 2.00 lbs

Insured Value : 25,000.00 USD

Est. Ship & Ins Cost: \$161.33
 Est. Optional Charges: \$17.54
 Total Estimated Cost: \$178.87

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

BANK WIRING INSTRUCTIONS

Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017
 T-1-212-626-1276, F-1-212-626-1276
 Swift Number: 8608095400
 Routing Number: 026002794
 Swift Code: LUMIUS3N

foregoing, the security interest that other law, shall not supersede or affect any other defect in any interests or in herewith. Consignor shall have title all not contest, or assist any party in inted to Consignor or granted in: s. Nothing in this Agreement or any pass title to Merchandise to Consignee) Reporting; Payment, Inspection day of each calendar month (which old, lost and damaged within 5 days roement at any time. In the event of andise not returned, whether lebtedness of Consignee to Consignor and equity, the absolute right to take nee's books and records at any time. security interest, lien, attachment or len, and will take all action to remove ment, no other sales of Merchandise, arty on consignment, credit, purchase, rties hereto to be a contemporaneous ation or limited liability company, as business is the location set forth in the UDING, WITHOUT LIMITATION. nity, defend and hold harmless. r obligation, claim, allegation, or and/or (5) the acts or omissions of loyees, vendors or contractors. 7) Fees ith the enforcement of Consignor's everability, Assignment, Counterparts, ether party. This Agreement sets writing signed by the party to be hereof or exercise any rights' valid or unenforceable, such invalidity of this Agreement and any such ment is not assignable by Consignee ronic signature, each of which shall be JT MERCHANDISE SHALL BE SOLD ON ad are natural. However the diamonds at any diamond in a lot of diamonds stamped on the .75 up, 0.75 or ¾ = .70 up, 50 or ½ = .45 not responsible for the estimated r terms must be reported by Consignee payment to SimplexDiam for any arged under applicable law. 12) Choice rence to its rules as to conflicts of law).

20145814



SimplexDiam, Inc.
50 West 47th Street, Suite 2011
New York NY 10036
(212) 883-0888 Fax: (212) 883-9532
www.simplexdiam.com
sales@simplexdiam.com

Memo



Memo #: 2403
Page #: 1 of 1

Memo To NFS Associates LTD
101 Singleton Road
Salford - Manchester M7 4LX UK

Ship To NFS Associates LTD
101 Singleton Road
Salford - Manchester M7 4LX UK

P.O. #:	Customer #: N122	Date: 1/24/2023	Due Date: 1/24/2023	Terms:
Salesperson: Shail Y Madhvani		Phone #:	Ship Via:	

#	Item #	Description	Size	Quantity	Weight Unit	Price	Amount	Kept	Return
1	32705-093	1.01 BR I I1			1.0100 W	\$2,295.00	\$2,317.95		
2	32705-092	1.04 BR I I1			1.0400 W	\$2,295.00	\$2,386.80		
3	32705-033	2.01 BR WHITE 6B			2.0100 W	\$2,250.00	\$4,522.50		
4	32705-104	1.04 BR FTTL C 4			1.0400 W	\$945.00	\$982.80		
5	32705-051	0.96 BR FTTLB 4			0.9600 W	\$900.00	\$864.00		
6	32705-026	1.06 BR FTTLB 5			1.0600 W	\$922.50	\$977.85		
7	32705-055	1.05 BR FTTLB 4			1.0500 W	\$900.00	\$945.00		
8	32705-020	0.98 BR FTTL C 5			0.9800 W	\$945.00	\$926.10		
9	32705-107	0.98 BR FTTLCL 5			0.9800 W	\$990.00	\$970.20		
10	32705-024	1.06 BR WHITE 6			1.0600 W	\$1,035.00	\$1,097.10		
11	32705-056	1.04 BR FTTLB 4			1.0400 W	\$900.00	\$936.00		
12	32868-047	1.23 BR FTTL C 8B			1.2300 W	\$630.00	\$774.90		
13	32705-028	1.02 BR FTTLB 4			1.0200 W	\$877.50	\$895.05		
14	32705-029	1.01 BR FTTLB 4			1.0100 W	\$877.50	\$886.28		
					15.4900				

The diamonds herein memoed have been purchased from legitimate sources not involved in funding conflict and in compliance with the United Nations resolutions. The seller hereby guarantees that these diamonds are conflict free, based on personal knowledge and/or written guarantees provided by the supplier of these diamonds. All Memo must be reported within one week. All delinquent accounts will be charged 18% pa Interest. All closeout merchandise is new or like new and is sold on an AS IS, WHERE IS, BASIS. The merchandise described above is subject to all the conditions, terms, and provisions printed on the reverse side of this memo. Consignee / Debtor and Personally Guaranteed by the Signer.

Subtotal: \$19,482.53
Shipping: \$0.00
Total: \$19,482.53

Signature: _____

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:	M e m o r a n d u m	Contact Name: NFS Title: Consignee Company Name: NFS Associates LTD (Legal Name Please) Govt Issued Registration No: Business Address: 101 Singleton Road. City: Scarsdale State: Mandell Zip: Telephone: Facsimile: Email: Would you like to receive e-newsletters: Yes <input type="checkbox"/> No <input type="checkbox"/>
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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	
1	32705-093		1.01 BR 1 1/2	1.01	2295	2317.95			
2	32705-092		1.04 BR 1 1/2	1.04	2295	2386.80			
3	32705-033		2.01 BR white GB	2.01	2250	4522.50			
4	32705-104		1.04 BR FTTLB 4	1.04	945	982.80			
5	32705-051		0.96 BR FTTLB 4	0.96	900	864.00			
6	32705-026		1.06 BR FTTLB 4	1.06	922.50	977.85			
7	32705-055		1.05 BR FTTLB 4	1.05	900	945.00			
8	32705-204		0.98 BR FTTLB 5	0.98	945	928.10			
9	32705-024		1.06 BR white G	1.06	1025	1097.10			
10	32705-056		1.04 BR FTTLB 4	1.04	900	936.00			
11	32868-047		1.23 BR FTTLB 8B	1.23	630	774.90			
12	32705-107		0.98 BR FTTLB 5	0.98	990	979.20			
13	32705-028		1.02 BR FTTLB 4	1.02	877.50	895.05			
14	32705-029		1.01 BR FTTLB 4	1.01	877.50	886.28			
					Totals	15.49	19482.53		
					Ship Charge				
					G. Totals	15.49	19482.53		

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).

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

F o r m	50 West 47th St, Suite 20N	M e m o r a n d u m	Contact Name: _____	
	International Gem Tower		Title: _____	
	New York, NY 10036		Consignee Company Name: <u>NFS DESIGN</u> (Legal Name Please)	
	T: 800.233.1155		Govt Issued Registration No: _____	
	F: 212.883.9532		Business Address: _____	
	E: sales@simplexdiam.com		City: _____ State: _____ Zip: _____	
	www.simplexdiam.com		Telephone: _____ Facsimile: _____	
	Tax Id: 13-3218259		Email: _____	
Service Rep: _____	Would you like to receive e-newsletters: Yes <input type="checkbox"/> No <input type="checkbox"/>			

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
	02/03/23							
1	31208-019		0.95 CT BR	1	1960	1960/20		
2	31211-062		1 BR 0.95 CT	1	1455	1455/12		
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				
	Ship Charge				
	G. Totals				

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WHITE: OFFICE | BLUE: INVENTORY | PINK: CUSTOMER

Signature X

Authorized Signatory