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 partie 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, replace authorizes filing of, and shall sign and deliver to Consignor, such financing st e. Title to Merchandise proceeds shall immediately vest in and belong to Cor eceived by Consignor in immediately available funds. Consignee shall keep the foregoing, the security interest that may be conveyed to Consignor or whic e or other law, shall not supersede or affect Consignor's ownership of the Merchan er or any other defect in any interests or obligations owing to Consignor, the rig ection herewith. Consignor shall have title to the Merchandise at all times and Co e shall not contest, or assist any party in contesting, the validity, perfection, pric t granted to Consignor or granted in connection herewith or contemplated h eeds. Nothing in this Agreement or any order, memo form, invoice, correspond to pass title to Merchandise to Consignee under any circumstances unless and un or. 4) Reporting; Payment; Inspection. Consignee shall provide Consignor with last day of each calendar month (which shall list all sales, returns, and lost or d se sold, lost and damaged within 5 days after receipt or the Sales Report. Consi e Agreement at any time. In the event of such request or any termination, all Me rchandise not returned, whether previously sold, lost or damaged, withi indebtedness of Consignee to Consignor shall become immediately due and pay aw and equity, the absolute right to take possession of and remove the Merchar nsignee's books and records at any time. 5) Other Covenants; Representations. (est, security interest, lien, attachment or other encumbrance (each a "Lien") in or h Lien, and will take all action to remove any such Lien. Consignee may sell the N reement, no other sales of Merchandise, bulk or in any other manner, of any Mer l party on consignment, credit, purchase money security interest or similar condit parties hereto to be a contemporaneous cash exchange and not the payment for oration or limited liability company, as applicable, duly organized under the lav f business is the location set forth in the preamble to this Agreement. CONSIGN NCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTAB emnify, defend and hold harmless Consignor and its shareholders, director ity, obligation, claim, allegation, or expense (including, without limitation, le n and/or (b) the acts or omissions of Consignee or any of Consignee's affiliate ployees, vendors or contractors. 7) Fees. Consignee shall pay all expenses includi with the enforcement of Consignor's rights and remedies with respect to the I ; Severability; Assignment; Counterparts. The language used in this Agreement is st either party. This Agreement sets forth the final and entire understanding n writing signed by the party to be charged with such modification, waiver o n hereof or exercise any rights hereunder shall not affect the right of suc nvalid or unenforceable, such invalidity or unenforceability shall attach only to su of this Agreement and any such provision shall be construed and limited t eement is not assignable by Consignee without the prior written approval of Cons tronic signature, each of which shall be an original and all of which taken togethe UT MERCHANDISE SHALL BE SOLD ON AN AS IS, WHERE IS BASIS. ALL ITEMS FO ed are natural. However the diamonds are from multiple sources and have not be at any diamond in a lot of diamonds are found to be synthetic, SimplexDiam m stamped on the items/labels/tags/Invoices are in carats 95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 u not responsible for the estimated weights on closeout merchandise – they a or terms must be reported by Consignee to SimplexDiam in writing within five (5) days of knowledge of the same. 11) Failure To Make Payment. Failure to 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 permitted 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
Tel: 312-419-4115 - Fax: 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 purpose. 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

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 2/8/2023
Tracking Number : 1Z0173YV0232625285
Confirmation Number : C37163D3
Reference Number : 10026729
Customer Reference Number : 10026729

Ship From	* Saturday Pickup :	No
ALPA SHETH	* Saturday Delivery :	No
SDX	* COD Services :	No
50W 47TH STREET	* Adult Signature :	No
STE 2011	* Residential Delivery :	No
New York, NY 10036, US	* Schedule Pickup :	No
****Rerouted shipment**	* Pickup Date :	
Ship To		
DALE -	* Direct Delivery Only :	No
KEN K THOMPSON J	* Direct Signature :	No
1080 PAUL BUNYAN DR NW	Service Type :	2nd Day Air
BEMIDJI, MN 56601, US	Package Type :	EXPRESS BOX
	Weight :	1.00 lbs
	Insured Value : 798.00 USD	
	Est. Ship & Ins Cost:	$16.65
	Est. Optional Charges:	$3.39
	Total Estimated Cost:	$20.04