

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 Mr may be conveyed to Consignor or which Con: Consignor's ownership of the Merchandise. obligations owing to Consignor, the rights ar to the Merchandise at all times and Consignr contesting, the validity, perfection, priority or connection herewith or contemplated hereby order, memo form, invoice, correspondence, c under any circumstances unless and until Con: Consignee shall provide Consignor with mont shall list all sales, returns, and lost or damag after receipt or the Sales Report. Consignor i such request or any termination, all Merchan previously sold, lost or damaged, within 5 bu shall become immediately due and payable. possession of and remove the Merchandise. 5) Other Covenants: Representations. Consig other encumbrance (each a "Lien") in or on ar any such Lien. Consignee may sell the Merch bulk or in any other manner, of any Merchan money security interest or similar conditions. cash exchange and not the payment for an ap applicable, duly organized under the laws of preamble to this Agreement. CONSIGNOR M IMPLIED WARRANTIES OF MERCHANTABILITY Consignor and its shareholders, directors, offi expense (including, without limitation, legal f Consignee or any of Consignee's affiliates, di Consignee shall pay all expenses including, w rights and remedies with respect to the Mercl The language used in this Agreement is chose forth the final and entire understanding with r charged with such modification, waiver or am hereunder shall not affect the right of such pa or unenforceability shall attach only to such pr provision shall be construed and limited to the without the prior written approval of Consignr an original and all of which taken together sha AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RE: are from multiple sources and have not been t are found to be synthetic, SimplexDiam may ca items/labels/tags/Invoices are in carats and up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .2 weights on closeout merchandise - they are o to SimplexDiam in writing within five (5) days amounts will result in a monthly late payment of Law; Jurisdiction. This Agreement shall be g 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 : 2/9/2023
 Tracking Number : 394442750025
 Confirmation Number : 9AA62B4B
 Reference Number : 10026733
 Customer Reference Number : 10026733

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	* Hold at Location :	No
ADRIAN SPRANG	* Direct Delivery Only :	No
REBECCA'S J SOUTH PORT	* Direct Signature :	No
319 LORD STREET	Service Type :	International Priority
SOUTHPORT MERSEYSIDE	Package Type :	MEDIUM FEDEX BOX
MERSEYSIDE, PR81NH, GB	Weight :	2.00 lbs
	Insured Value : 25,000.00 USD	
	Est. Ship & Ins Cost:	\$161.33
	Est. Optional Charges:	\$19.06
	Total Estimated Cost:	\$180.39

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. RED R72 1122

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

regarding, the security interest that her law, shall not supersede or affect ny other defect in any interests or herewith. Consignor shall have title not contest, or assist any party in ted to Consignor or granted in Nothing in this Agreement or any ss title to Merchandise to Consignee Reporting; Payment; Inspection. ay of each calendar month (which d, lost and damaged within 5 days ement at any time. In the event of dise not returned, whether ttedness of Consignee to Consignor rd equity, the absolute right to take e's books and records at any time. urity interest, lien, attachment or r, and will take all action to remove ent, no other sales of Merchandise, y on consignment, credit, purchase es hereto to be a contemporaneous on or limited liability company, as iness is the location set forth in the ING, WITHOUT LIMITATION, y, defend and hold harmless igation, claim, allegation, or l/or (b) the acts or omissions of es, vendors or contractors. 7) Fees. he enforcement of Consignor's rability; Assignment; Counterparts. ner party. This Agreement sets ting signed by the party to be eof or exercise any rights d or unenforceable, such invalidity is Agreement and any such nt is not assignable by Consignee : signature, each of which shall be ERCHANDISE SHALL BE SOLD ON re natural. However the diamonds y diamond in a lot of diamonds ed on the), 0.75 or 3/4 = .70 up, .50 or 1/2 = .45 esponsible for the estimated ns must be reported by Consignee ment to SimplexDiam for any d under applicable law. 12) Choice e to its rules as to conflicts of law).