

**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 to the Merchandise at all times and Consignor contesting, the validity, perfection, priority or connection herewith or contemplated hereby in order, memo form, invoice, correspondence, or under any circumstances unless and until Consignee shall provide Consignor with month shall list all sales, returns, and lost or damage after receipt or the Sales Report. Consignor may such request or any termination, all Merchandise previously sold, lost or damaged, within 5 business shall become immediately due and payable. Consignee possession of and remove the Merchandise within 5) **Other Covenants; Representations.** Consignor other encumbrance (each a "Lien") in or on any any such Lien. Consignee may sell the Merchandise bulk or in any other manner, of any Merchandise money security interest or similar conditions. A cash exchange and not the payment for an amount applicable, duly organized under the laws of the preamble to this Agreement. **CONSIGNOR MAKES IMPLIED WARRANTIES OF MERCHANTABILITY OF THE MERCHANDISE TO THE CONSIGNEE AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS AND AGENTS AT THE EXPENSE (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) OF THE CONSIGNEE OR ANY OF CONSIGNEE'S AFFILIATES, DIRECTORS, OFFICERS AND AGENTS.** Consignee shall pay all expenses including, without rights and remedies with respect to the Merchandise. The language used in this Agreement is chosen and shall be the final and entire understanding with respect to the Merchandise. Any modification, waiver or amendment hereunder shall not affect the right of such party or unenforceability shall attach only to such provision shall be construed and limited to the provision without the prior written approval of Consignor. An original and all of which taken together shall constitute the entire agreement between the parties. **AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE ARE FROM MULTIPLE SOURCES AND HAVE NOT BEEN TESTED TO DETERMINE IF THEY ARE NATURAL OR SYNTHETIC.** SimplexDiam may carry items/labels/tags/Invoices are in carats and a .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 weights on closeout merchandise - they are only to SimplexDiam in writing within five (5) days of receipt. Amounts will result in a monthly late payment in accordance with the terms of the agreement. **Choice of Law; Jurisdiction.** This Agreement shall be governed by the law of the State of New York. Consignee irrevocably submits to the exclusive jurisdiction of the courts of the State of New York. Consignee waives its right to object to venue. Consignee waives its right to a jury trial. The parties 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.

SEE NOTICE ON REVERSE REGARDING UPS TERMS, AND NOTICE OF LIMITATION OF LIABILITY, WHERE ALLOWED BY LAW, SHIPPER ASSUMES RESPONSIBILITY FOR EXPORT CONTROL AND CUSTOMS PURPOSES. IF REPORTED FROM THE US, SHIPPER CERTIFIES THAT THE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE US IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVISION COUNTRY TO THE US IS PROHIBITED.  
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**Shipment Details - Confidential Information. Not For UPS**

Transaction Date : 2/13/2023  
 Tracking Number : 1Z0173YV0231339711  
 Confirmation Number : 381E715A  
 Reference Number : 10026757  
 Customer Reference Number : 10026757

**Ship From**  
 ALPA SHETH  
 SDX  
 50W 47TH STREET  
 STE 2011  
 New York, NY 10036, US  
**\*\*Rerouted shipment**

**Ship To**  
 LISA NANCY  
 NANCY & CO  
 2802 LURLEEN WALLACE BLVD  
 NORTHPORT, AL 35476, 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 :	2nd Day Air
Package Type :	EXPRESS BOX
Weight :	1.00 lbs
<b>Insured Value :</b>	<b>900.00 USD</b>
Est. Ship & Ins Cost:	\$15.28
Est. Optional Charges:	\$3.04
<b>Total Estimated Cost:</b>	<b>\$18.32</b>

**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