

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 the foregoing, Consignee shall be deemed to have no other defect in any interests or obligations owing to Consignor, the rights and interests in the Merchandise at all times and Consignor may not contest, the validity, perfection, priority or enforcement in connection herewith or contemplated hereby in favor of any order, memo form, invoice, correspondence, or other document under any circumstances unless and until Consignee shall provide Consignor with monthly sales reports which shall list all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignor may request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days after receipt of the Merchandise shall become immediately due and payable. Consignor may take possession of and remove the Merchandise without any further obligation.

5) Other Covenants; Representations. Consignee warrants that there is no other encumbrance (each a "Lien") in or on any consignment of any such Lien. Consignee may sell the Merchandise in bulk or in any other manner, of any Merchandise subject to any money security interest or similar conditions. An advance cash exchange and not the payment for an antecedent debt, applicable, duly organized under the laws of the State of New York, the preamble to this Agreement. CONSIGNOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF CONSIGNED MERCHANDISE OR OF CONSIGNOR AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS OR AGENTS, AT THE EXPENSE (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) OF CONSIGNEE OR ANY OF CONSIGNEE'S AFFILIATES, DIRECT OR INDIRECT. Consignee shall pay all expenses including, without limitation, the rights and remedies with respect to the Merchandise. The language used in this Agreement is chosen to give effect to the intent of the parties and the final and entire understanding with respect to the Merchandise. Any modification, waiver or amendment hereunder shall not affect the right of such party to enforce or unenforceability shall attach only to such provisions and no provision shall be construed and limited to the effect of such modification without the prior written approval of Consignor. Consignee shall deliver an original and all of which taken together shall constitute the original of this Agreement. ALL ITEMS FOR RESALE ARE FROM MULTIPLE SOURCES AND HAVE NOT BEEN TESTED. IF ANY ITEMS ARE FOUND TO BE SYNTHETIC, SimplexDiam may cancel the order and items/labels/tags/Invoices are in carats and are rounded up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or 1/4 = .24 up. Weights on closeout merchandise - they are only rounded down to SimplexDiam in writing within five (5) days of receipt. Late payment amounts will result in a monthly late payment interest charge. 6) 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 and waives its right to object to venue. Consignee waives its right to object to venue. The parties waive their right to a trial by jury and agree that the service of process or any summons and complaint or other process and papers therein and agree that the service of process 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 U.S. Terms, and notice of limitations of liability, Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and regulatory purposes. If exporting from the U.S., shipper certifies that the commodities, technology or software were exported from the U.S. in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited. ©2011 R. QBR

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 2/13/2023
Tracking Number : 1Z0173YV0234132723
Confirmation Number : 7BBE544D
Reference Number : 10026759
Customer Reference Number : 10026759

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		* Direct Delivery Only :	No
FELIPE RUBEN		* Direct Signature :	No
R G J		Service Type :	2nd Day Air
5753 BIRD ROAD		Package Type :	EXPRESS BOX
MIAMI, FL 33155, US		Weight :	1.00 lbs
Insured Value : 1,000.00 USD			
Est. Ship & Ins Cost:		\$17.01	
Est. Optional Charges:		\$3.39	
Total Estimated Cost:		\$20.40	

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