TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, rewelry 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 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, replacements, proceeds, accounts receivable, and insurance proceeds therefrom. Consignee authorizes filing of, and shall sign and signer may reasonably request from time to time. Title to Merchandise proceeds shall

deliver to Consignor, such financing statements and other do immediately vest in and belong to Consignor upon sale until available funds. Consignee shall keep all Merchandise and may be conveyed to Consignor or which Consignor may assi Consignor's ownership of the Merchandise. Notwithstandir obligations owing to Consignor, the rights and priority set f to the Merchandise at all times and Consignor may assert contesting, the validity, perfection, priority or enforceability connection herewith or contemplated hereby in favor of Co order, memo form, invoice, correspondence, or other docum under any circumstances unless and until Consignor has ac Consignee shall provide Consignor with monthly sales rep shall list all sales, returns, and lost or damaged Merchand after receipt or the Sales Report. Consignor may require such request or any termination, all Merchandise shall be previously sold, lost or damaged, within 5 business days shall become immediately due and payable. Consignor s possession of and remove the Merchandise without bon 5) Other Covenants; Representations, Consignee will no other encumbrance (each a "Lien") in or on any of the M any such Lien. Consignee may sell the Merchandise only bulk or in any other manner, of any Merchandise shall b money security interest or similar conditions. Any paym cash exchange and not the payment for an antecedent applicable, duly organized under the laws of the jurisdi preamble to this Agreement. CONSIGNOR MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNE Consignor and its shareholders, directors, officers, emp expense (including, without limitation, legal' fees and Consignee or any of Consignee's affiliates, directors, n Consignee shall pay all expenses including, without lir rights and remedies with respect to the Merchandise The language used in this Agreement is chosen by th forth the final and entire understanding with respect charged with such modification, waiver or amendmen nereunder shall not affect the right of such party at a or unenforceability shall attach only to such provision provision shall be construed and limited to the exter without the prior written approval of Consignor. Thi an original and all of which taken together shall cor AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE are from multiple sources and have not been tested are found to be synthetic, SimplexDiam may cancel tems/labels/tags/Invoices are in carats and are up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or weights on closeout merchandise - they are only c to SimplexDiam in writing within five (5) days of k

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/13/2023

Tracking Number : 1Z0173YV0233842191

Confirmation Number: DF9DFCA2 Reference Number: 10026763

Customer Reference Number: 10026763

Ship	From

ALPA SHETH

SDX

50W 47TH STREET

STE 2011

New York, NY 10036, US

\*\*Rerouted shipment

## Ship To

LILLY BARRACK

LILLY BARRACK LTD

4022 RIO GRANDE NW

NORTH VALLEY

ALBUQUERQUE, NM 87107, US

\* Saturday Pickup :

No No

\* Saturday Delivery : \* COD Services :

\* Adult Signature :

No No

\* Residential Delivery :

No \* Schedule Pickup :

\* Pickup Date :

\* Direct Delivery Only:

\* Direct Signature :

Service Type : 2nd Day Air

Package Type : EXPRESS BOX Weight: 1.00 lbs

Insured Value : 479.00 USD

Est. Ship & Ins Cost: \$16.51

Est. Optional Charges: \$3.48

Total Estimated Cost:

\$19.99

been received by Consignor in immediately ecurity interest that ot supersede or affect in any interests or signor shall have title r assist any party in or or granted in is Agreement or any chandise to Consignee yment; Inspection. endar month (which amaged within 5 days y time. In the event of irned, whether Consignee to Consignor ie absolute right to take ind records at any time. est, lien, attachment or ake all action to remove er sales of Merchandise, inment, credit, purchase to be a contemporaneous ed liability company, as ne location set forth in the HOUT LIMITATION, d and hold harmless claim, allegation, or the acts or omissions of dors or contractors. 7) Fees. rcement of Consignor's ; Assignment; Counterparts. ty. This Agreement sets ned by the party to be exercise any rights enforceable, such invalidity eement and any such ot assignable by Consignee ature, each of which shall be ANDISE SHALL BE SOLD ON tural. However the diamonds amond in a lot of diamonds  $5 \text{ or } \frac{3}{4} = .70 \text{ up}, .50 \text{ or } \frac{1}{2} = .45$ onsible for the estimated nust be reported by Consignee it to SimplexDiam for any

ider applicable law. 12) Choice

its rules as to conflicts of law).

of Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State or no-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

amounts will result in a monthly late payment interest charge or the grant

Tel: 312-419-4115 - Fax: 212-626-1276

Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N