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 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 participate 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. Consi

deliver to Consignor, such financir immediately vest in and belong to available funds. Consignee shall may be conveyed to Consignor or Consignor's ownership of the Me obligations owing to Consignor, t to the Merchandise at all times a contesting, the validity, perfectior connection herewith or contempla order, memo form, invoice, corres under any circumstances unless a Consignee shall provide Consigna shall list all sales, returns, and lo after receipt or the Sales Report. such request or any termination, previously sold, lost or damaged shall become immediately due ar possession of and remove the M 5) Other Covenants; Representa other encumbrance (each a "Lien any such Lien. Consignee may se bulk or in any other manner, of a money security interest or simila cash exchange and not the payn applicable, duly organized under preamble to this Agreement. CC IMPLIED WARRANTIES OF MERCI Consignor and its shareholders, expense (including, without limit Consignee or any of Consignee's Consignee shall pay all expense rights and remedies with respec The language used in this Agree forth the final and entire unders charged with such modification, nereunder shall not affect the ric or unenforceability shall attach ( provision shall be construed and without the prior written approv an original and all of which take AN AS IS, WHERE IS BASIS. ALL are from multiple sources and h are found to be synthetic, Simpl tems/labels/tags/Invoices are up, .40 or 3/8 = .37 up, .33 or 1 weights on closeout merchandis to SimplexDiam in writing within

## to the applicable limit is sent a perfect policient to the applicable limiters from

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/13/2023

Tracking Number: 1Z0173YV0224092769

Confirmation Number: E5974836 Reference Number: 10026764

Customer Reference Number: 10026764

	Insured Value : 135.00 USD
ALBUQUERQUE, NM 87122, US	Weight: 1.00 lbs
# C 2	Package Type : EXPRESS BOX
8000 PASEO DEL NORTE	Service Type : 2nd Day Air
LILLY BARRACK - PASEO	* Direct Signature : No
PHAEDRA RAYNER	* Direct Delivery Only: No
Ship To	
**Rerouted shipment	* Pickup Date :
New York, NY 10036, US	* Schedule Pickup : No
STE 2011 MESS FOR A PART	* Residential Delivery : No
50W 47TH STREET	* Adult Signature : No
SDX	* COD Services : No
ALPA SHETH	* Saturday Delivery : No
Ship From	* Saturday Pickup : No

a time. Title to Merchandise proceeds shall en received by Consignor in immediately iding the foregoing, the security interest that Code or other law, shall not supersede or affect sunder or any other defect in any interests or connection herewith. Consignor shall have title signee shall not contest, or assist any party in terest granted to Consignor or granted in r proceeds. Nothing in this Agreement or any emed to pass title to Merchandise to Consignee therefor. 4) Reporting; Payment; Inspection. er the last day of each calendar month (which handise sold, lost and damaged within 5 days ate the Agreement at any time. In the event of all Merchandise not returned, whether anding indebtedness of Consignee to Consignor ed by law and equity, the absolute right to take and Consignee's books and records at any time. n interest, security interest, lien, attachment or any such lien, and will take all action to remove this Agreement, no other sales of Merchandise, ny third party on consignment, credit, purchase 1 by the parties hereto to be a contemporaneous s a corporation or limited liability company, as place of business is the location set forth in the NDISE INCLUDING, WITHOUT LIMITATION, will indemnify, defend and hold harmless ts, Tiability, obligation, claim, allegation, or bligation and/or (b) the acts or omissions of tives, employees, vendors or contractors. 7) Fees. mection with the enforcement of Consignor's ; Waiver; Severability; Assignment; Counterparts. ed against either party. This Agreement sets I except in writing signed by the party to be provision hereof or exercise any rights be held invalid or unenforceable, such invalidity provision of this Agreement and any such This Agreement is not assignable by Consignee df or electronic signature, each of which shall be I CLOSEOUT MERCHANDISE SHALL BE SOLD ON in delivered are natural. However the diamonds e event that any diamond in a lot of diamonds weights stamped on the

r 1 ct = 0.95 up, 0.75 or % = .70 up, .50 or % = .45 . We are not responsible for the estimated int, price or terms must be reported by Consignee ake timely payment to SimplexDiam for any

amounts will result in a monthly late payment interest charge of the greater of T8% 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.

Est. Ship & Ins Cost:

Est. Optional Charges:

Total Estimated Cost:

\$15.89

\$3.48

\$19.37

## **BANK WIRING INSTRUCTIONS**

Nalley 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