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 i 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 s 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 parti 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 Merchand or any other defect in any interests or obligations owing to Consignor, the righ ction herewith. Consignor shall have title to the Merchandise at all times and Cor shall not contest, or assist any party in contesting, the validity, perfection, prior granted to Consignor or granted in connection herewith or contemplated he eds. Nothing in this Agreement or any order, memo form, invoice, corresponde o pass title to Merchandise to Consignee under any circumstances unless and unt r. 4) Reporting; Payment; Inspection. Consignee shall provide Consignor with st day of each calendar month (which shall list all sales, returns, and lost or d e sold, lost and damaged within 5 days after receipt or the Sales Report. Consi Agreement at any time. In the event of such request or any termination, all Me rchandise not returned, whether previously sold, lost or damaged, withi indebtedness of Consignee to Consignor shall become immediately due and pay aw and equity, the absolute right to take possession of and remove the Merchai signee's books and records at any time. 5) Other Covenants; Representations. est, security interest, lien, attachment or other encumbrance (each a "Lien") in a ch Lien, and will take all action to remove any such Lien. Consignee may sell the greement, no other sales of Merchandise, bulk or in any other manner, of any Me d party on consignment, credit, purchase money security interest or similar cond e parties hereto to be a contemporaneous cash exchange and not the payment fo poration or limited liability company, as applicable, duly organized under the la of business is the location set forth in the preamble to this Agreement. CONSIG INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANT demnify, defend and hold harmless Consignor and its shareholders, direct ility, obligation, claim, allegation, or expense (including, without limitation, ion and/or (b) the acts or omissions of Consignee or any of Consignee's affili mployees, vendors or contractors. 7) Fees. Consignee shall pay all expenses inclu n with the enforcement of Consignor's rights and remedies with respect to th er; Severability; Assignment; Counterparts. The language used in this Agreement inst either party. This Agreement sets forth the final and entire understandir t in writing signed by the party to be charged with such modification, waive ion hereof or exercise any rights hereunder shall not affect the right of d invalid or unenforceable, such invalidity or unenforceability shall attach only to ion of this Agreement and any such provision shall be construed and limit greement is not assignable by Consignee without the prior written approval of lectronic signature, each of which shall be an original and all of which taken tog EOUT MERCHANDISE SHALL BE SOLD ON AN AS IS, WHERE IS BASIS. ALL ITEMS ivered are natural. However the diamonds are from multiple sources and have n t that any diamond in a lot of diamonds are found to be synthetic, SimplexDia nts stamped on the items/labels/tags/Invoices are in ca = 0.95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = are not responsible for the estimated weights on closeout merchandise – tl ce or terms must be reported by Consignee to SimplexDiam in writing within five nely payment to SimplexDiam for any amounts will result in a monthly late e charged under applicable law. 12) Choice of Law; Jurisdiction. This Agreement reference to its rules as to conflicts of law). Consignee irrevocably submits to the ased on forum non conveniens or any other objection to venue. Consignee waive greement 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 UPS

Transaction Date : 2/15/2023

Tracking Number : 1Z0173YV0214808648

Confirmation Number : 08775F06

Reference Number : 10026782,10026780

Customer Reference Number : 10026782,10026780

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
TENA'S F J	* Direct Signature :	No
13 W ROBERT TOMBS AVENUE	Service Type :	2nd Day Air
WASHINGTON, GA 30673, US	Package Type :	EXPRESS BOX
	Weight :	1.00 lbs
	Insured Value : 1,000.00 USD	
	Est. Ship & Ins Cost:	$15.46
	Est. Optional Charges:	$2.53
	Total Estimated Cost:	$17.99

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.

RRD RF2 1122

BANK WIRING INSTRUCTIONS

Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017
T. 917.542.2343, F. 212.626.1276
Account Number: 8608095400
Routing Number: 026002794
SWIFT Code: LUMIUS3N