

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 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 continuing lien on and security interest in the Merchandise and all additions, replacements and repairs. Consignee shall deliver to Consignor, such financing immediately vest in and belong to Consignor from the date of shipment from available funds. Consignee shall keep the Merchandise in its possession until such time as the Merchandise may be conveyed to Consignor or will be returned to Consignor or will be returned to Consignor's ownership of the Merchandise. Consignee shall remain obligated to Consignor, the Consignor, to the Merchandise at all times and shall not contest, the validity, perfection, priority or connection herewith or contemplated by this Agreement, in any order, memo form, invoice, correspondence or other communication under any circumstances unless and until Consignee shall provide Consignor with a written acknowledgment. Consignee shall list all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignee shall request or any termination, all Merchandise previously sold, lost or damaged, with respect to such Merchandise shall become immediately due and payable upon the possession of and remove the Merchandise. 5) Other Covenants; Representations. Consignee shall provide Consignor with a written acknowledgment of any other encumbrance (each a "Lien") in connection with any such Lien. Consignee may sell the Merchandise in bulk or in any other manner, of any Merchandise, money security interest or similar concept, cash exchange and not the payment for such Merchandise, applicable, duly organized under the laws of any state or country, as applicable, to this Agreement. CONSIGNOR AND CONSIGNEE DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE. Consignor and its shareholders, directors, officers, agents and employees, shall expense (including, without limitation, the cost of such expense) Consignee or any of Consignee's affiliates. Consignee shall pay all expenses including legal fees and remedies with respect to the Merchandise. The language used in this Agreement is intended to be the final and entire understanding of the parties and shall be charged with such modification, waiver or amendment hereunder shall not affect the right of such party and its enforceability shall attach only to such party. This provision shall be construed and limited to such party without the prior written approval of Consignor. Consignor and Consignee shall sign an original and all of which taken together shall constitute the entire agreement. AS IS, WHERE IS BASIS. ALL ITEMS FOUND are from multiple sources and have not been tested. Consignee warrants that items/labels/tags/Invoices are in carats up to .40 or 3/8 = .37 up to .33 or 1/3 = .29 up to .25 or 1/4 = .25 weights on closeout merchandise - they are not SimplexDiam. Consignee shall notify Consignor in writing within five (5) days of knowledge of the same. 11) Failure To Make Payment. Failure to make timely payment to SimplexDiam for any amount will result in a monthly late payment interest charge of the greater of 18% 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.

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 2/15/2023
 Tracking Number : 1Z0173YV0218285232
 Confirmation Number : 4C3D71C6
 Reference Number : 10026783
 Customer Reference Number : 10026783

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
JEMMEY -	* Direct Signature :	No
WRIGHTS J	Service Type :	2nd Day Air
4911 FALLSTON ROAD	Package Type :	EXPRESS BOX
FALLSTON, NC 28042, US	Weight :	1.00 lbs
	Insured Value : 149.00 USD	
	Est. Ship & Ins Cost:	\$13.73
	Est. Optional Charges:	\$2.49
	Total Estimated Cost:	\$16.22

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. 88D REF 1122

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

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