

9/10/11

Form	50 West 47th St, Suite 20N	Memo	Contact Name: MR AMORZ BEMO
	International Gem Tower		Title:
	New York, NY 10036		Consignee Company Name: BULLANT Diamonds (Legal Name Please)
	T: 800.233.1155		Govt Issued Registration No:
	F: 212.883.9532		Business Address: 861 6th Ave Suite # 304314
	E: sales@simplexdiam.com		City: SAN DIEGO State: CA Zip: 92101
	www.simplexdiam.com		Telephone: Facsimile:
	Tax Id: 13-3218259		Email:
Service Rep:	Would you like to receive e-newsletters: Yes <input type="checkbox"/> No <input type="checkbox"/>		

Date		Special Notes:					Terms	
02/09/13		Diamonds						
SI	Item/Lot Number	Tag P / List P	Description / No of Stones	Qty/Cts	Sell Price/ Pc or Ct	Value	Ret	Sold
1	32868N-369	124320	SMB J VS1	2.09	4200	8778.00		
2			L.A 2223805594					
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								

To SimplexDiam's knowledge, the diamonds and jewelry herein delivered have been purchased from legitimate sources not involved in funding conflict and in compliance with the United Nations resolutions. SimplexDiam states that the diamonds are conflict free based on personal knowledge and/or written guarantees provided by the supplier(s).

Totals	2.09	4200	8778.00		
Ship Charge			36.00		
G. Totals	2.09	4200	8814.00		

USA PATRIOT ACT COMPLIANCE. The below under signed signatory

("Signer") confirms for Signer and Consignee, in accordance with the USA Patriot Act, that (1) all information provided herein is correct, (2) the Signer has provided or will provide all other documentatoin and information required by SimplexDiam, (3) Signer will authorize any changes to the details herein, and (4) Signer and Consignee have disclosed to SimplexDiam all relevant information in connection with the Merchandise and this "Agreement" which includes this front form as well as the Consignment Agreement Terms of Agreement on the back hereof.

Is this Company **AML (Anti-Money Laundering) compliant** pursuant to the **USA Patriot Act** if

registered within the US or pursuant to International Law if registered outside the US? Yes No

This document includes a **CONSIGNMENT AGREEMENT** between **SIMPLEXDIAM INC.**, a New York corporation with an office at 50 W. 47th Street, Suite 20N, New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As Mentioned Above); if there are two consignee parties, Consignees are jointly and severally liable under this Agreement. BY SIGNING below the parties hereby agree to all of the terms of this Agreement. Signer warrants that he/she is duly authorized to execute this Agreement on behalf of Consignee and to bind Consignee to the terms of this Agreement. Furthermore, the Signer hereby unconditionally personally guarantees in Signer's individual capacity the full and timely performance and observance of all of the obligations, representations, and covenants of Consignee in this Agreement. Consignor need not exhaust any recourse against Consignee or any other person, or any collateral or property, before being entitled to enforce this guaranty against Signer and receive payment or performance from Signer. The obligations hereunder are the joint and several, and independent, obligations of Signer and Consignee, and a separate action may be brought and prosecuted against Signer whether action is brought against Consignee or whether Consignee be joined.

ALL MERCHANDISE REMAINS THE PROPERTY OF SIMPLEXDIAM, INC. UNTIL FULL & FINAL PAYMENT IS RECEIVED. I HAVE READ THE TERMS AND CONDITIONS ON THE BACK OF THIS DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS.

WHITE: OFFICE | BLUE: INVENTORY | PINK: CUSTOMER

Signature X

Authorized Signatory

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 any failure of Consignor to perfect any of its interests hereunder or any other defect in any interests or obligations owing to Consignor, the rights and priority set forth herein shall govern the consignment and transactions in connection herewith. Consignor shall have title to the Merchandise at all times and Consignor may assert and enforce ownership of the Merchandise at any time. Consignee shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of the ownership by Consignor of the Merchandise or any interest granted to Consignor or granted in connection herewith or contemplated hereby in favor of Consignor or its designee(s) with respect to the Merchandise or proceeds. Nothing in this Agreement or any order, memo form, invoice, correspondence, or other document, communication, act, omission or circumstance shall be deemed to pass title to Merchandise to Consignee under any circumstances unless and until Consignor has actually received full and irrevocable payment from Consignee therefor. 4) **Reporting; Payment; Inspection.** Consignee shall provide Consignor with monthly sales reports (the "Sales Reports") to be delivered within 10 days after the last day of each calendar month (which shall list all sales, returns, and lost or damaged Merchandise). Consignee will remit payment to Consignor for the Merchandise sold, lost and damaged within 5 days after receipt of the Sales Report. Consignor may require Consignee to return any or all items of Merchandise or terminate the Agreement at any time. In the event of such request or any termination, all Merchandise shall be returned to Consignor and Consignee shall pay Consignor for all Merchandise not returned, whether previously sold, lost or damaged, within 5 business days. In the event of a breach of Consignee's obligations, all outstanding indebtedness of Consignee to Consignor shall become immediately due and payable. Consignor shall have, in addition to any other rights and remedies provided by law and equity, the absolute right to take possession of and remove the Merchandise without bond or process of law. Consignor may inspect the Merchandise and Consignee's books and records at any time. 5) **Other Covenants; Representations.** Consignee will not permit any person or entity (other than Consignor) to create, incur, or maintain any lien, attachment or other encumbrance (each a "Lien") in or on any of the Merchandise or any such Lien. Consignee may sell the Merchandise only in bulk or in any other manner, of any Merchandise shall be subject to any money security interest or similar conditions. Any payment for Merchandise shall be made in cash or by check, and shall be applied to cash exchange and not the payment for an antecedent debt. Consignee shall be a duly organized under the laws of the jurisdiction applicable to this Agreement. **CONSIGNOR MAKES NO REPRESENTATION OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.** Consignor and its shareholders, directors, officers, employees, agents, and independent contractors shall be held harmless for any expense (including, without limitation, legal fees and disbursements) incurred by Consignor or any of Consignee's affiliates, directors, members, officers, employees, agents, or independent contractors in connection with the rights and remedies with respect to the Merchandise, proceeds, or proceeds therefrom. The language used in this Agreement is chosen by the parties and shall constitute the final and entire understanding with respect to its subject matter. Any modification, waiver or amendment. Failure to comply with the provisions hereunder shall not affect the right of such party at a later time. The unenforceability shall attach only to such provision and shall not affect the enforceability of any other provision shall be construed and limited to the extent necessary to make the Agreement enforceable without the prior written approval of Consignor. This Agreement shall constitute the entire agreement between the parties and all of which taken together shall constitute the entire agreement. **AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE ONLY.** The items are from multiple sources and have not been tested. The consignor warrants that the items are found to be synthetic. SimplexDiam may cancel the sale at any time if the items/labels/tags/invoices are in carats and are approximately .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or 1/4 = .22 up, or weights on closeout merchandise - they are only our conservative estimate. Failure to provide accurate weights or carat weights will result in a monthly late payment interest charge of 1.5% per month. **Law; Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Consignee irrevocably submits to the exclusive jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York to the extent of the subject matter hereof. Consignee waives its right to bring any action or proceeding in any other court. The parties waive personal service of process and any other relief that may be made by certified mail, return receipt requested. The party has received notice. 13) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY AND ALL PROCEEDING RELATING TO THIS AGREEMENT OR ANY COUNTY OF NEW YORK. **BANK WIRING INSTRUCTIONS** Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017 T. 1-917-542-2343, F. 1-212-626-1276 Account Number: 8608095400 Routing Number: 026002794 Swift Code: LUMIUS3N

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 2/9/2023
 Tracking Number : 1Z0173YV0116968241
 Confirmation Number : E400A6F4
 Reference Number : DJ207308DJ
 Customer Reference Number : DJ207308DJ

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
ARIEL BERKO	* Direct Signature :	No
BRILLIANT D	Service Type :	Next Day Air
861 6TH AVENUE	Package Type :	EXPRESS BOX
SUITE # 314	Weight :	1.00 lbs
SAN DIEGO, CA 92101, US	Insured Value : 1,000.00 USD	
	Est. Ship & Ins Cost:	\$29.51
	Est. Optional Charges:	\$6.14
	Total Estimated Cost:	\$35.65

lien, attachment or all action to remove sales of Merchandise, rent, credit, purchase or a contemporaneous liability company, as a company set forth in the LIMITATION, hold harmless allegation, or or omissions of contractors. 7) Fees of Consignor's Counterparts. Agreement sets the party to be any rights able, such invalidity and any such able by Consignee h of which shall be ALL BE SOLD ON ever the diamonds lot of diamonds up. .50 or 1/2 = .45 he estimated orted by Consignee Diam for any le law. 12) Choice o conflicts of law). niens or any other on other than New hat the service ch the sending ACTION OR

20145837

SimplexDiam, Inc.

50 west 47th Street, Suite # 2011
 New York, NY 10036
 Tel: +1 (212) 883-0888, Fax +1 (212) 883-9532

INVOICE

To **Brilliant Diamonds,**
861 6th Ave Suite #314
SAN DIEGO CA 92101 US

Telephone: (619) 501-9700
 E-Mail:
 Attention: Mr. Ariel Berko
 Terms: *Net Cash*

DATE: 02/15/2023
 INV#: DJ207308DJ

SR #	Lot#	Description	Size	Carat Weight	TOTAL	Total Amount (US\$)
1	32868N-364	SMB J VS1 GIA 2223809594	1.90+	2.09	\$ 4,200.00	\$ 8,778.00
		Shipping Charges				\$ 36.00
		" Cut and Polished Diamond "				
				Subtotal		\$ 8,814.00
Total				2.09		\$ 8,814.00 USD

Remittance Instructions:
 Beneficiary Name: SimplexDiam, Inc.
 Bank Name: Valley Bank
 Bank Address: 350 Madison Ave, New York, NY 10017
 T. 1-917-542-2343 F. 1-800-892-5430
 Bank Account: 8608095400
 Swift Code: LUMIUS3N
 ABA#: 026002794

"All our diamonds are from legitimate sources not involved in funding conflict and are in compliance with UN resolutions. We hereby guarantee that the diamonds are conflict free based on personal knowledge and/or written guarantee."



.....
 For Simplexdiam Inc