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 she 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 instrinctions had Consignee has any right, title or interest in the

Merchandise or proceeds Merchandise and all deliver to Consignor, immediately vest in a available funds. Cons may be conveyed to (Consignor's ownershi obligations owing to (to the Merchandise at contesting, the validity connection herewith or order, memo form, invi under any circumstance Consignee shall provid shall list all sales, retui after receipt or the Sal such request or any ter previously sold, lost or shall become immediat possession of and remi 5) Other Covenants; Re other encumbrance (ea any such Lien. Consigne bulk or in any other mar money security interest cash exchange and not I applicable, duly organize preamble to this Agreen MPLIED WARRANTIES C Consignor and its share! expense (including, with Consignee or any of Cons Consignee shall pay all e rights and remedies with The language used in this forth the final and entire charged with such modific nereunder shall not affect or unenforceability shall a provision shall be constru without the prior written a an original and all of whic AN AS IS, WHERE IS BASIS are from multiple sources are found to be synthetic, items/labels/tags/Invoice up, .40 or 3/8 = .37 up, .33

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/16/2023

Tracking Number: 1Z0173YV0219002071

Confirmation Number: CD377B34 Reference Number: INV#20145838

Customer Reference Number: INV#20145838

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

HEATHER KLISURES
D. GELLER INC.
840 EARNEST BARRET PKWY

520

KENNESAW, GA 30144, US

* Direct Delivery Only : No

* Direct Signature : No Service Type : 2nd Day Air

Package Type : EXPRESS BOX

Weight: 1.00 lbs

Insured Value: 999.00 USD

Est. Ship & Ins Cost: \$15.46

Est. Optional Charges: \$2.53

Total Estimated Cost: \$17.99

nines that Consignee has any right, title or interest in the ority and continuing lien on and security interest in the om. Consignee authorizes filing of, and shall sign and from time to time. Title to Merchandise proceeds shall ndise has been received by Consignor in immediately Notwithstanding the foregoing, the security interest that Commercial Code or other law, shall not supersede or affect erests hereunder or any other defect in any interests or nsactions in connection herewith. Consignor shall have title time. Consignee shall not contest, or assist any party in e or any interest granted to Consignor or granted in chandise or proceeds. Nothing in this Agreement or any shall be deemed to pass title to Merchandise to Consignee onsignee therefor. 4) Reporting; Payment; Inspection.) days after the last day of each calendar month (which the Merchandise sold, lost and damaged within 5 days or terminate the Agreement at any time. In the event of signor for all Merchandise not returned, whether , all outstanding indebtedness of Consignee to Consignor es provided by law and equity, the absolute right to take nandise and Consignee's books and records at any time. o have an interest, security interest, lien, attachment or or create any such Lien, and will take all action to remove nitted in this Agreement, no other sales of Merchandise, dise to any third party on consignment, credit, purchase deemed by the parties hereto to be a contemporaneous that it is a corporation or limited liability company, as principal place of business is the location set forth in the MERCHANDISE INCLUDING, WITHOUT LIMITATION, nsignee will indemnify, defend and hold harmless ige, costs, liability, obligation, claim, allegation, or ignee obligation and/or (b) the acts or omissions of esentatives, employees, vendors or contractors. 7) Fees. in connection with the enforcement of Consignor's ndment; Waiver; Severability; Assignment; Counterparts applied against either party. This Agreement sets iended except in writing signed by the party to be of any provision hereof or exercise any rights shall be held invalid or unenforceable, such invalidity other provision of this Agreement and any such able. This Agreement is not assignable by Consignee nile, pdf or electronic signature, each of which shall be <u>se</u>. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON ; herein delivered are natural. However the diamonds In the event that any diamond in a lot of diamonds The weights stamped on the 00 or 1 ct = 0.95 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45

anges. We are not responsible for the estimated

weights on closeout mercha. Gong our conservative estimates. Discrepancies found in weight, price count, price or terms must be reported by Consignee to SimplexDiam 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 amounts 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.

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



840 Ernest Barrett Pkwy, Ste 520 Kennesaw, GA 30144 PHONE (770)955-5995 FAX (770)951-2805

Send Quote to P.holmes@dgeller.com

REPAIR SLIP

1-30358	JONES
5-543	
02/02/2023	
02/06/2023	1 ₂ 4 2 3 3
03/01/2023	8
	5-543 02/02/2023 02/06/2023

Vendor

SimplexDiam, Inc. 50 West 47th Street Suite 2011 New York, NY 10036 USA

Telephone 2128830888

Item#	Instructions	
RT-1	Please send a quote to repair or replace the enclosed earring. Our customer purchased the pair (style M13E1006V075, invoice10011211, dated 12/9/2015) from DGS on 3.17.19. One earring is bent and some diamonds. Please email quote to me at p.holmes@dgeller.com. Thanks! Tracking #394297463933	
	11 acking #374271403733	