

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 first priority and continuing lien on and security interest in the Merchandise and all additions, repairs, and insurance proceeds therefrom. Consignee authorizes filing of, and shall sign and

deliver to Consignor, such financing immediately vest in and belong to available funds. Consignee shall immediately convey to Consignor or Consignor's ownership of the Merchandise obligations owing to Consignor, title to the Merchandise at all times at contesting, the validity, perfection connection herewith or contemplated order, memo form, invoice, correspondence under any circumstances unless a Consignee shall provide Consignee shall list all sales, returns, and losses after receipt or the Sales Report. such request or any termination, previously sold, lost or damaged shall become immediately due a possession of and remove the Merchandise. 5) Other Covenants; Representations; Lien. Consignee shall not create any other encumbrance (each a "Lien") in any such Lien. Consignee may sell in bulk or in any other manner, of a money security interest or similar cash exchange and not the party applicable, duly organized under applicable law, and shall be bound by the preamble to this Agreement. (C) IMPLIED WARRANTIES OF MERCHANTABILITY. Consignor and its shareholders shall not be liable for any expense (including, without limitation, the cost of appraisal) incurred by Consignee or any of Consignee's agents in connection with the sale of Merchandise. Consignee shall pay all expenses for the appraisal of Merchandise. The language used in this Agreement shall be construed as if charged with such modification hereunder shall not affect the force or unenforceability shall attach provision shall be construed as if without the prior written approval of Consignor and all of which take effect AS IS, WHERE IS BASIS. ALL items are from multiple sources and are found to be synthetic. Simplex items/labels/tags/Invoices are up, .40 or 3/8 = .37 up, .33 or weights on closeout merchandise to SimplexDiam in writing within five (5) days of knowledge of the same. Consignor's 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.

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 REPORTED FROM THE U.S. SHIPPER CERTIFIES THAT THE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE U.S. IN ACCORDANCE WITH THE EXPORT ADMINISTRATION REGULATIONS. DIVISION ORDERS TO REVERSE IS PROHIBITED.



Shipment Details - Confidential Information. Not For UPS

Transaction Date : 2/16/2023
 Tracking Number : 1Z0173YV0235762390
 Confirmation Number : 593D9662
 Reference Number : 10026785
 Customer Reference Number : 10026785

Ship From
 ALPA SHETH
 SDX
 50W 47TH STREET
 STE 2011
 NEW YORK, NY 10036, US
****Rerouted shipment.**

Ship To
 ERIC BUNCH
 BUNCH J
 6544 US HIGHWAY 6
 PORTAGE, IN 46368, US

* Saturday Pickup : No
 * Saturday Delivery : No
 * COD Services : No
 * Adult Signature : No
 * Residential Delivery : No
 * Schedule Pickup : No
 * Pickup Date :

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

time. Title to Merchandise proceeds shall be received by Consignor in immediately filing the foregoing, the security interest that Code or other law, shall not supersede or affect under or any other defect in any interests or connection herewith. Consignor shall have title if consignee shall not contest, or assist any party in interest granted to Consignor or granted in proceeds. Nothing in this Agreement or any intended to pass title to Merchandise to Consignee herefor. 4) Reporting; Payment; Inspection. Consignee shall report to Consignor on or the last day of each calendar month (which Merchandise sold, lost and damaged within 5 days after the date of the Agreement at any time. In the event of all Merchandise not returned, whether by reason of indebtedness of Consignee to Consignor or otherwise, Consignee shall be bound by law and equity, the absolute right to take and Consignee's books and records at any time. Consignee shall not create any security interest, lien, attachment or any such Lien, and will take all action to remove this Agreement, no other sales of Merchandise, or any third party on consignment, credit, purchase or sale of Merchandise by the parties hereto to be a contemporaneous sale of a corporation or limited liability company, as its principal place of business is the location set forth in the Agreement. (D) WARRANTY. Consignee will indemnify, defend and hold harmless Consignor and its shareholders, agents, liability, obligation, claim, allegation, or defense, from and against all claims, demands, obligations and/or (b) the acts or omissions of Consignee, its employees, vendors or contractors. 7) Fees. Consignee shall be liable for all expenses incurred in connection with the enforcement of Consignor's rights under this Agreement. Consignee shall be held against either party. This Agreement sets forth the terms and conditions of the sale of Merchandise and shall be binding on the party to be bound hereunder and shall not be subject to any modification or provision hereof or exercise any rights hereunder. This Agreement is not assignable by Consignee in any form, oral or electronic signature, each of which shall be binding on the party to be bound hereunder. ALL CLOSEOUT MERCHANDISE SHALL BE SOLD ON AS IS, WHERE IS BASIS. Consignee warrants that the diamonds herein delivered are natural. However the diamonds are not guaranteed to be natural. In the event that any diamond in a lot of diamonds has a weight stamped on the diamond that is not the same as the weight stamped on the diamond, the diamond shall be returned to Consignee. We are not responsible for the estimated weight of the diamonds. The price or terms must be reported by Consignee to SimplexDiam for any sale of Merchandise. Consignee shall make timely payment to SimplexDiam for any sale of Merchandise.

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