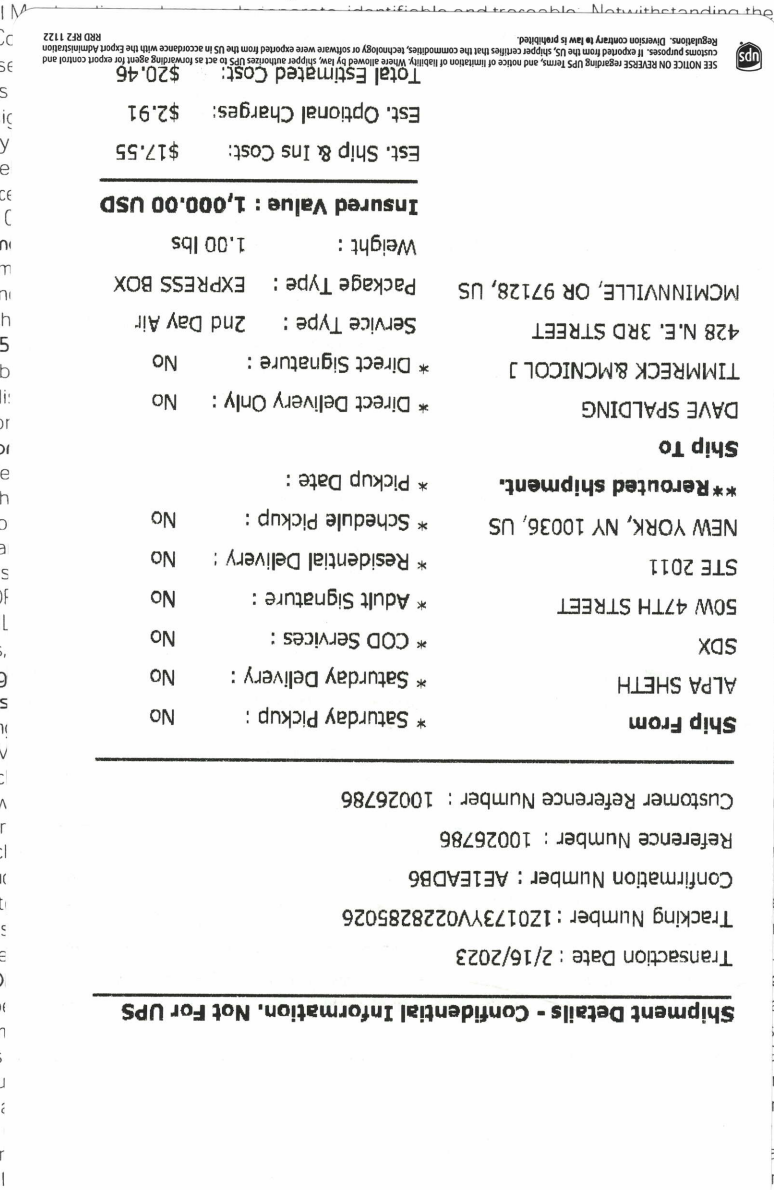
TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, jewelry related products and merchandise ("Merchandise") as may be agreed upon, pursuant to the terms and conditions set forth herein and in a memo 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 amage. 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 esponsible 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 M[illegible] foregoing, the security interest that may be conveyed to Consignor or which Co[illegible] other law, shall not supersede or affect Consignor's ownership of the Merchandise any other defect in any interests or obligations owing to Consignor, the rights on herewith. Consignor shall have title to the Merchandise at all times and Consig all not contest, or assist any party in contesting, the validity, perfection, priority anted to Consignor or granted in connection herewith or contemplated here ls. Nothing in this Agreement or any order, memo form, invoice, correspondence pass title to Merchandise to Consignee under any circumstances unless and until C 4) Reporting; Payment; Inspection. Consignee shall provide Consignor with m day of each calendar month (which shall list all sales, returns, and lost or dam sold, lost and damaged within 5 days after receipt or the Sales Report. Consign greement at any time. In the event of such request or any termination, all Merch andise not returned, whether previously sold, lost or damaged, within 5 debtedness of Consignee to Consignor shall become immediately due and payab and equity, the absolute right to take possession of and remove the Merchandi gnee's books and records at any time. 5) Other Covenants; Representations. Cor security interest, lien, attachment or other encumbrance (each a "Lien") in or o Lien, and will take all action to remove any such Lien. Consignee may sell the Me ement, no other sales of Merchandise, bulk or in any other manner, of any Merch arty on consignment, credit, purchase money security interest or similar conditio arties hereto to be a contemporaneous cash exchange and not the payment for a ation or limited liability company, as applicable, duly organized under the laws usiness is the location set forth in the preamble to this Agreement. CONSIGNOF LUDING, WITHOUT LIMITATION, IED WARRANTIES OF MERCHANTABIL nnify, defend and hold harmless onsignor and its shareholders, directors, , obligation, claim, allegation, or expense (including, without limitation, leg and/or (b) the acts or omissions of Consignee or any of Consignee's affiliates loyees, vendors or contractors. 7) Fees. Consignee shall pay all expenses includin ith the enforcement of Consignor's rights and remedies with respect to the M Severability; Assignment; Counterparts. The language used in this Agreement is c either party. This Agreement sets forth the final and entire understanding w writing signed by the party to be charged with such modification, waiver or hereof or exercise any rights hereunder shall not affect the right of sucl valid or unenforceable, such invalidity or unenforceability shall attach only to suc of this Agreement and any such provision shall be construed and limited t ement is not assignable by Consignee without the prior written approval of Cons ronic signature, each of which shall be an original and all of which taken togethe JT MERCHANDISE SHALL BE SOLD ON AN AS IS, WHERE IS BASIS. ALL ITEMS FO ed are natural. However the diamonds are from multiple sources and have not b at any diamond in a lot of diamonds are found to be synthetic, SimplexDiam m stamped on the items/labels/tags/Invoices are in carats 95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 u not responsible for the estimated weights on closeout merchandise – they a r terms must be reported by Consignee to SimplexDiam in writing within five (5) payment to SimplexDiam for any amounts will result in a monthly late payr arged under applicable law. 12) Choice of Law; Jurisdiction. This Agreement shal rence 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

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Tel: 312-419-4115 - Fax: 212-626-1276
ount Number: 8608095400
Routing Number: 026002794
SWIFT Code: LUMIUS3N