

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 other law, shall not supersede or affect any other defect in any interests or Consignor's ownership of the Merchandise obligations owing to Consignor, the rights on herewith. Consignor shall have title to the Merchandise at all times and Consignee shall not contest, or assist any party in contesting, the validity, perfection, priority or granted in connection herewith or contemplated hereof. Nothing in this Agreement or any order, memo form, invoice, correspondence or pass title to Merchandise to Consignee under any circumstances unless and until Consignee shall provide Consignor with a list of all sales, returns, and lost or damaged merchandise within 5 days of receipt of the Sales Report. Consignee shall become immediately due and payable in the event of Merchandise not returned, whether previously sold, lost or damaged, within 5 days of receipt of the Sales Report. Consignee's indebtedness of Consignee to Consignor and equity, the absolute right to take possession of and remove the Merchandise from Consignee's books and records at any time. 5) Other Covenants; Representations. Consignee shall pay all expenses including t, security interest, lien, attachment or other encumbrance (each a "Lien") in or removal of any such Lien. Consignee may sell the Merchandise, no other sales of Merchandise, bulk or in any other manner, of any Merchandise, party on consignment, credit, purchase money security interest or similar condition of parties hereto to be a contemporaneous cash exchange and not the payment for a business is the location set forth in the applicable, duly organized under the law INCLUDING, WITHOUT LIMITATION, preamble to this Agreement. CONSIGNOR shall not defend and hold harmless IMPLIED WARRANTIES OF MERCHANTABILITY, obligation, claim, allegation, or Consignor and its shareholders, directors, employees, vendors or contractors. 7) Fees. expense (including, without limitation, legal with the enforcement of Consignor's Consignee or any of Consignee's affiliate; Severability; Assignment; Counterparts. Consignee shall pay all expenses including The language used in this Agreement is set forth either party. This Agreement sets forth the final and entire understanding of the parties in 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 suit or unenforceability shall attach only to such invalid or unenforceable, such invalidity provision shall be construed and limited of this Agreement and any such without the prior written approval of Consignee. eement is not assignable by Consignee an original and all of which taken together. Consignee's electronic signature, each of which shall be AN AS IS, WHERE IS BASIS. ALL ITEMS FOUND BUT MERCHANDISE SHALL BE SOLD ON are from multiple sources and have not been stamped or red are natural. However the diamonds are found to be synthetic, SimplexDiam stamped on the lot of diamonds .95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 items/labels/tags/Invoices are in carat weight and are not responsible for the estimated .40 or 3/8 = .37 up, .33 or 1/3 = .29 weights on closeout merchandise - they or terms must be reported by Consignee to SimplexDiam in writing within five (5) days of payment to SimplexDiam for any amount will result in a monthly late payment of Law; Jurisdiction. This Agreement shall be governed by the law of the State of New York. 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 : 2/17/2023
 Tracking Number : 1Z0173YV0200278176
 Confirmation Number : F3EC7CA2
 Reference Number : 10026789
 Customer Reference Number : 10026789

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


Ship To
 CYNTHIA DE PINTOR
 LINNEA J
 23 SOUTH ASHLAND AV
 LA GRANGE, IL 60525, 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 : 399.00 USD

Est. Ship & Ins Cost: \$14.38
 Est. Optional Charges: \$2.53
Total Estimated Cost: \$16.91

 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. RSD R2 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