TERMS OF AGREEMENT 1) Mercue se; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, lewelry 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 s 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 partie. 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 conf Merchandise and all additions, replacements deliver to Consignor, such financing statement immediately vest in and belong to Consignor available funds. Consignee shall keep all Me may be conveyed to Consignor or which Consi Consignor's ownership of the Merchandise. N obligations owing to Consignor, the rights and to the Merchandise at all times and Consigno contesting, the validity, perfection, priority or connection herewith or contemplated hereby i order, memo form, invoice, correspondence, or under any circumstances unless and until Cons Consignee shall provide Consignor with month shall list all sales, returns, and lost or damage after receipt or the Sales Report. Consignor n such request or any termination, all Merchand previously sold, lost or damaged, within 5 bus shall become immediately due and payable. possession of and remove the Merchandise v 5) Other Covenants; Representations. Consig other encumbrance (each a "Lien") in or on an any such Lien. Consignee may sell the Mercha bulk or in any other manner, of any Merchand money security interest or similar conditions. cash exchange and not the payment for an ar applicable, duly organized under the laws of t preamble to this Agreement. CONSIGNOR MA IMPLIED WARRANTIES OF MERCHANTABILITY Consignor and its shareholders, directors, office expense (including, without limitation, legal' fe Consignee or any of Consignee's affiliates, dir Consignee shall pay all expenses including, w rights and remedies with respect to the Merch The language used in this Agreement is chose forth the final and entire understanding with r charged with such modification, waiver or ame hereunder shall not affect the right of such pai or unenforceability shall attach only to such pr provision shall be construed and limited to the without the prior written approval of Consigno an original and all of which taken together sha AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RE are from multiple sources and have not been t are found to be synthetic, SimplexDiam may ca items/labels/tags/Invoices are in carats and up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .23

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/17/2023

Tracking Number: 1Z0173YV0204243795

Confirmation Number: 57982911 Reference Number: 10026790

Customer Reference Number: 10026790

Ship From * Saturday Pickup: No ALPA SHETH * Saturday Delivery: No SDX * COD Services: No 50W 47TH STREET * Adult Signature: No STE 2011 * Residential Delivery: NEW YORK, NY 10036, US * Schedule Pickup: No

**Rerouted shipment.

Ship To

LINDA BOWMAN **BOWMAN INC**

401 W. OAKLAND AVE.

#Δ

JOHNSON CITY, TN 37604,

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limital customs purposes. If exported from the US, shipper certifies that the

* Pickup Date:

* Direct Delivery Only:

* Direct Signature:

Service Type: 2nd Day Air

EXPRESS BOX Package Type: Weight:

1,00 lbs

No

Insured Value: 279.00 USD

\$13.96 Est. Ship & Ins Cost: \$2.49 Est. Optional Charges:

Total Estimated Cost:

\$16.45

nerewith. Consignor shall have title not contest, or assist any party in ed to Consignor or granted in Nothing in this Agreement or any is title to Merchandise to Consignee leporting; Payment; Inspection. y of each calendar month (which I, lost and damaged within 5 days ement at any time. In the event of lise not returned, whether tedness of Consignee to Consignor d equity, the absolute right to take e's books and records at any time. curity interest, lien, attachment or , and will take all action to remove ent, no other sales of Merchandise, on consignment, credit, purchase es hereto to be a contemporaneous on or limited liability company, as ness is the location set forth in the ING, WITHOUT LIMITATION, y, defend and hold harmless oligation, claim, allegation, or /or (b) the acts or omissions of es, vendors or contractors. 7) Fees. he enforcement of Consignor's erability; Assignment; Counterparts. ner party. This Agreement sets ting signed by the party to be eof or exercise any rights d or unenforceable, such invalidity nis Agreement and any such nt is not assignable by Consignee signature, each of which shall be ERCHANDISE SHALL BE SOLD ON re natural. However the diamonds ny diamond in a lot of diamonds esponsible for the estimated

n on and security interest in the

es filing of, and shall sign and to Merchandise proceeds shall

by Consignor in immediately egoing, the security interest that

er law, shall not supersede or affect

y other defect in any interests or

weights on closeout merchandise – they are only 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