

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 the primary 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. Consignee shall be responsible to Consignor for the full value of any loss or damage. Consignee will immediately notify Consignor in writing of any loss or damage to any Merchandise whether insured or not and shall file a claim with the insurer. 3) True Consignment; Title; UCC Interest. The parties agree that this Agreement is a true consignment and not the purchase and sale of Merchandise. Consignee has any right, title or interest in the Merchandise and continuing lien on and security interest in the Merchandise. Consignee authorizes filing of, and shall sign and acknowledge, a UCC financing statement in the name of Consignee and in favor of Consignor. Title to Merchandise proceeds shall remain in the name of Consignor until all proceeds have been received by Consignor in immediately full payment of the consignment. Notwithstanding the foregoing, the security interest that Consignor has in the Merchandise under any applicable Code or other law, shall not supersede or affect the security interest of Consignee hereunder or any other defect in any interests or liens in connection herewith. Consignor shall have title to the Merchandise until all proceeds have been received by Consignor. Consignee shall not contest, or assist any party in contesting, the validity, perfection or priority of any interest granted to Consignor or granted in the Merchandise or proceeds. Nothing in this Agreement or any other document shall be deemed to pass title to Merchandise to Consignee or to affect the security interest of Consignor therefor. 4) Reporting; Payment; Inspection. Consignee shall report to Consignor within the last day of each calendar month (which may vary) the quantity of Merchandise sold, lost and damaged within 5 days after the date of sale. Consignor may terminate the Agreement at any time. In the event of default by Consignee, Consignor may take all Merchandise not returned, whether sold or unsold, and may liquidate the same and any indebtedness of Consignee to Consignor. Consignee shall be bound by law and equity, the absolute right to take possession of Consignee's books and records at any time. Consignee shall not assign, interest, security interest, lien, attachment or other right in or to any part of the Agreement, no other sales of Merchandise, or any other right, without the prior written approval of Consignor. Consignee shall be a third party on consignment, credit, purchase order and invoice. The parties hereto to be a contemporaneous corporation or limited liability company, as applicable. The principal place of business is the location set forth in the Agreement. 5) Other Covenants; Representations and Warranties. Consignee shall include in the Agreement, WITHOUT LIMITATION, the following: a) Consignee shall indemnify, defend and hold harmless Consignor and its shareholders, directors, officers, employees, vendors or contractors from and/or (b) the acts or omissions of employees, vendors or contractors. 7) Fees. Consignee shall pay all expenses incurred by Consignor or any of Consignee's affiliates in connection with the Agreement, including without limitation, the cost of preparing, filing and recording the UCC financing statement. Consignee shall pay all expenses incurred by Consignor or any of Consignee's affiliates in connection with the Agreement, including without limitation, the cost of preparing, filing and recording the UCC financing statement. The language used in this Agreement shall be construed and limited to the language used in this Agreement. Consignee shall be charged with such modification, waiver or amendment hereunder shall not affect the right of Consignor to enforce the Agreement or unenforceability shall attach only to the extent that such modification, waiver or amendment shall be construed and limited to the language used in this Agreement without the prior written approval of Consignor. All items are sold on an original and all of which taken together shall constitute the entire agreement between the parties. **AN AS IS, WHERE IS BASIS. ALL ITEMS FOR SALE ARE FROM MULTIPLE SOURCES AND HAVE NOT BEEN TESTED.** Consignment may therefore include synthetic diamonds. In the event that any diamond in a lot of diamonds are found to be synthetic, SimplexDiam may cancel the sale and a full refund will be made. 10) Weight Stamped. The weights stamped on the items/labels/tags/Invoices are in carats and are approximate. The range for each weight listed is as follows: 1.00 or 1 ct = 0.95 up, 0.75 or 3/4 = .70 up, .50 or 1/2 = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or 1/4 = .22 up, .20 or 1/5 = .18 up. Up to 8% less for other size ranges. We are not responsible for the estimated 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.

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 2/20/2023
Tracking Number : 1Z0173YV0205741432
Confirmation Number : 74A6D08F
Reference Number : 10026793
Customer Reference Number : 10026793

Ship From

ALPA SHETH
SDX
50W 47TH STREET
STE 2011
NEW YORK, NY 10036, US

****Rerouted shipment.**

Ship To

STANCIE FRAZIER
HODGES J COMPANY
143 WEST RAILROAD STREET
SO
PELHAM, GA 31779, 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 : 318.00 USD

Est. Ship & Ins Cost: \$14.23

Est. Optional Charges: \$2.53

Total Estimated Cost: \$16.76



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. RRD RF2 1122

BANK WIRING INSTRUCTIONS

Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017
T. 917.542.2343, F. 212.626.1276
Account Number: 8608095400
Routing Number: 026002794
SWIFT Code: LUMIUS3N