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 part 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 inuing lien on and security interest in the e authorizes filing of, and shall sign and Merchandise and all additions, replacements, proceeds, accounts receivable, and in deliver to Consignor, such financing statements and other do me. Title to Merchandise proceeds shall received by Consignor in immediately immediately vest in and belong to Considerately available funds. Consignee shall ke g the foregoing, the security interest that te or other law, shall not supersede or affect may be conveyed to Consignor or w ler or any other defect in any interests or Consignor's ownership of the Merch Shipment Details - Confidential Information, Not For UPS nection herewith. Consignor shall have title obligations owing to Consignor, the r to the Merchandise at all times and 0 e shall not contest, or assist any party in contesting, the validity, perfection, pri t granted to Consignor or granted in connection herewith or contemplated eeds. Nothing in this Agreement or any order, memo form, invoice, correspond to pass title to Merchandise to Consignee Transaction Date: 2/22/2023 r. 4) Reporting; Payment; Inspection. under any circumstances unless and un 1st day of each calendar month (which

Consignee shall provide Consignor with shall list all sales, returns, and lost or di after receipt or the Sales Report. Consid such request or any termination, all Mer previously sold, lost or damaged, within shall become immediately due and payal possession of and remove the Merchand 5) Other Covenants; Representations. Co. other encumbrance (each a "Lien") in or or any such Lien. Consignee may sell the Mer bulk or in any other manner, of any Mercha money security interest or similar condition. cash exchange and not the payment for an applicable, duly organized under the laws o preamble to this Agreement. CONSIGNOR N IMPLIED WARRANTIES OF MERCHANTABILITY Consignor and its shareholders, directors, off expense (including, without limitation, legal' fe Consignee or any of Consignee's affiliates, dir Consignee shall pay all expenses including, wi rights and remedies with respect to the Merch The language used in this Agreement is chosen forth the final and entire understanding with re SMITH] charged with such modification, waiver or amen 105 2ND AVE hereunder shall not affect the right of such party or unenforceability shall attach only to such provi provision shall be construed and limited to the ex without the prior written approval of Consignor. an original and all of which taken together shall co AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE are from multiple sources and have not been teste are found to be synthetic, SimplexDiam may cancel items/labels/tags/Invoices are in carats and are a up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or $\frac{1}{4}$ weights on closeout merchandise - they are only ou

Tracking Number: 1Z0173YV0228973265 Confirmation Number: 260064D7

Reference Number: 10026821 tomer Reference Number: 10026821;

FRANKLIN, VA 23851, US

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No
No

2nd Day Air Service Type: EXPRESS BOX Package Type: 1.00 lbs Weight:

Insured Value: 1,000.00 USD \$15.26

Est. Ship & Ins Cost: \$2.32 Est. Optional Charges:

Total Estimated Cost of liability. Where allowed by law, shipper authorizes UPS to

sponsible for the estimated count, price or terms must be reported by Consignee rayment. Failure to make timely payment to SimplexDiam for any cater of 18% or the maximum amount permitted to be charged under applicable law. 12) Choice

e sold, lost and damaged within 5 days

Agreement at any time. In the event of

debtedness of Consignee to Consignor

, and equity, the absolute right to take

mee's books and records at any time. security interest, lien, attachment or

ien, and will take all action to remove ment, no other sales of Merchandise.

ty on consignment, credit, purchase

ion or limited liability company, as

DING. WITHOUT LIMITATION.

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'or (b) the acts or omissions of

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es, vendors or contractors. 7) Fees

ability; Assignment; Counterparts.

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nature, each of which shall be

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Agreement and any such

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handise not returned, whether

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

to SimplexDiam in writing within five (5) days of knd

amounts will result in a monthly late payment interes

Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N