International Gem Tower Mew Vork, NY 10036 Tr. 800.235.1155 Fr. 212.883.9532 discoles@simplexdlom.com Town idi: 13-3218259 Service Rep: Would you like to receive e-newsletters: Ves No Telephoner3.24	F	50 West 47th St, Suite 20N	Contact Name	2:			05283
New York, NY 10036 Tr. 800.233.1155 F. 219.839.0532 Tr. 800.233.1155 F. 219.839.0532 Tr. 800.233.1155 F. 219.839.0532 Tr. 800.233.1155 Susiness Redress \$76.3 Vaughn Rd Complex Control of the Control	r	International Gem Tower	Title: Consignee Company Name: Marquirette DBA Monte Stee Govt Issued Registation No: Tag din Company				
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Consignee be joined.		to enforce this guaranty against Signer and rece	ive payment or performance from Signer.	The obligations	hereunder are	the joint and sev	veral, and independer
all merchandise remains the property of simplexdirm, inc. Until full & final payment is received. I have read the terms and conditions							

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 sha 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

> thorizes filing of, and shall sign and Fitle to Merchandise proceeds shall

ived by Consignor in immediately

e foregoing, the security interest that

ir any other defect in any interests or

other law, shall not supersede or affect

ion herewith. Consignor shall have title

nall not contest, or assist any party in

ds. Nothing in this Agreement or any

4) Reporting; Payment; Inspection.

t day of each calendar month (which

sold, lost and damaged within 5 days

greement at any time. In the event of

debtedness of Consignee to Consignor

and equity, the absolute right to take

nee's books and records at any time.

security interest, lien, attachment or

Lien, and will take all action to remove

ement, no other sales of Merchandise, arty on consignment, credit, purchase

arties hereto to be a contemporaneous

ation or limited liability company, as

JUDING, WITHOUT LIMITATION,

mify, defend and hold harmless

obligation, claim, allegation, or

and/or (b) the acts or omissions of

th the enforcement of Consignor's

either party. This Agreement sets

writing signed by the party to be

nereof or exercise any rights

imped on the

f this Agreement and any such

oyees, vendors or contractors. 7) Fees

everability; Assignment; Counterparts.

alid or unenforceable, such invalidity

nent is not assignable by Consignee

onic signature, each of which shall be MERCHANDISE SHALL BE SOLD ON

ore natural. However the diamonds

up, 0.75 or $\frac{3}{4} = .70$ up, .50 or $\frac{1}{2} = .45$

Lerms must be reported by Consignee

any diamond in a lot of diamonds

it responsible for the estimated

business is the location set forth in the

nandise not returned, whether

pass title to Merchandise to Consignee

ranted to Consignor or granted in

Merchandise and all additions, replacements proceeds accounts to deliver to Consignor, such financing state immediately vest in and belong to Consid available funds. Consignee shall keep al may be conveyed to Consignor or which (Consignor's ownership of the Merchandis obligations owing to Consignor, the rights to the Merchandise at all times and Cons contesting, the validity, perfection, priority connection herewith or contemplated here order, memo form, invoice, correspondent under any circumstances unless and until Consignee shall provide Consignor with m shall list all sales, returns, and lost or dan after receipt or the Sales Report. Consign such request or any termination, all Merch previously sold, lost or damaged, within 5 shall become immediately due and payab possession of and remove the Merchandi: 5) Other Covenants; Representations. Cor other encumbrance (each a "Lien") in or or any such Lien. Consignee may sell the Me bulk or in any other manner, of any Merch money security interest or similar condition cash exchange and not the payment for ar applicable, duly organized under the laws preamble to this Agreement. CONSIGNOR IMPLIED WARRANTIES OF MERCHANTABILI Consignor and its shareholders, directors, expense (including, without limitation, lego Consignee or any of Consignee's affiliates, Consignee shall pay all expenses including rights and remedies with respect to the Me The language used in this Agreement is ch forth the final and entire understanding wil charged with such modification, waiver or a hereunder shall not affect the right of such or unenforceability shall attach only to such provision shall be construed and limited to without the prior written approval of Consid an original and all of which taken together AN AS IS, WHERE IS BASIS. ALL ITEMS FOR are from multiple sources and have not bee are found to be synthetic, SimplexDiam may items/labels/tags/Invoices are in carats ar up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, weights on closeout merchandise - they are to SimplexDiam in writing within five (5) days

Shipment Details - Confidential Information. Not For FedEx

Transaction Date: 2/6/2023 Tracking Number: 394306185077 Confirmation Number: DCD33BA0

PEPPERTREE SHOPPING CENT

Reference Number: 13047

Customer Reference Number: DJ205283DJ,DJ205284DJ

No * Saturday Pickup : Ship From * Saturday Delivery: No SIMPLEXD INC * COD Services : No SDX Yes * Adult Signature: 50 WEST 47TH STREET * Residential Delivery: No #2011 * Schedule Pickup: No NEW YORK, NY 10036, US * Pickup Date: **Rerouted shipment. No * Hold at Location: Ship To * Direct Delivery Only: No BENZY No MARQUIRETTE'S DBA MONTGO * Direct Signature : Priority Overnight Service Type: MAERY MEDIUM FEDEX BOX 8163 VAUGHN RD. Package Type:

Insured Value: 7,500.00 USD

Weight:

MONTGOMERY, AL 36116, US \$53.87 Est. Ship & Ins Cost:

\$15.56 Est. Optional Charges: \$69.43 Total Estimated Cost:

n of liability. Where allowed by law, shipper authorizes UPS to act commodities, technology or software were exported from the US in

1) Failure to Make Payment. Failure to make timely payment to Simplex Diam 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

1.00 lbs

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

Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017

T. <u>1-917-542-2343</u>, F. <u>1-212-626-1276</u> Account Number: 8608095400 Routing Number: 026002794 Swift Code: LUMIUS3N

on the back of this document and agree to the terms and conditions.

WHITE: OFFICE | BLUE: INVENTORY | PINK: CUSTOMER

Authorized Signatory

Signature X