**INVOICE** 

SimplexDiam, Inc.

50 west 47th Street, Suite # 2011 New York, NY 10036

Tel: +1 (212) 883-0888, Fax +1 (212) 883-9532

To Reid Mechanick 827 Washintong St. Apt # 4A, Hoboken NJ 07030

Telephone: (914) 497-6495

E-Mail: Attention:

Mr. Reid Mechanick

Terms: Net COD

DATE:

02/20/2023

INV#:

2202023

SR#	Lot#	Description	Size	Carat Weight	TOTAL	Total Amount (US\$)		
1	32985	Rd F /SI2 GIA 6442076931 Findings- Misc. Ring	2.50+	2.90	10,496.00	30,438.40		
		Platinum Size 6				\$ 670.00		
		Labor				\$ 50.00		
		Shipping Charges		Subtotal		\$ 31,158.40		
		" Cut and Polished Diamond "			MA	<del>-</del>		
Total				2.90		\$ 31,158.40	USD	
						"All our diamonds are from legitimete		

## Remittance Instructions:

Beneficiary Name: SimplexDiam, Inc.

Bank Name: Valley Bank

Bank Address: 350 Madison Ave, New York, NY 10017

T. 1-917-542-2343 F. 1-800-892-5430

Bank Account: 8608095400 Swift Code: LUMIUS3N ABA#: 026002794 "All our diamonds are from legitimate sources not involved in funding conflict and are in compliance with UN resolutions. We hereby guarantee that the diamonds are conflict free based on personal knowledge and/or written guarantee."

For Simplexdiam Inc

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 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 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 Merchandise and proceeds separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that may be conveyed to Consignor or which Consignor may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect of Consignor to perfect any of its interests hereunder or any other defect in any interests or

Consignor's ownership of the Me obligations owing to Consignor, to the Merchandise at all times a contesting, the validity, perfection connection herewith or contemp order, memo form, invoice, corre under any circumstances unless Consignee shall provide Consig shall list all sales, returns, and I after receipt or the Sales Repor such request or any termination previously sold, lost or damage shall become immediately due possession of and remove the 5) Other Covenants; Represen other encumbrance (each a "L any such Lien. Consignee may bulk or in any other manner, c money security interest or sin cash exchange and not the pa applicable, duly organized un preamble to this Agreement. IMPLIED WARRANTIES OF ME Consignor and its shareholds expense (including, without I Consignee or any of Consign Consignee shall pay all expe rights and remedies with re The language used in this A forth the final and entire un charged with such modifical hereunder shall not affect the or unenforceability shall att provision shall be construe without the prior written ar an original and all of which an as is, where is basis. are from multiple sources : are found to be synthetic, items/labels/tags/Invoice up, .40 or 3/8 = .37 up, .3 weights on closeout mercl to SimplexDiam in writing amounts will result in a m of Law; Jurisdiction. This Consignee irrevocably su objection to venue. Consis

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/20/2023

Tracking Number : 1Z0173YV0238142492

Confirmation Number : DED1D4A8 Reference Number : INV#2202023

Customer Reference Number: INV#2202023

Ship From ALPA SHETH SDX 50W 47TH STREET STE 2011 NEW YORK, NY 10036, US **Rerouted shipment. Ship To	* Saturday Pickup :  * Saturday Delivery :  * COD Services :  * Adult Signature :  * Residential Delivery :  * Schedule Pickup :  * Pickup Date :	No No No No Yes
REID MECHANICK 827 WASHINTONG ST. APT#4A	* Direct Delivery Only :  * Direct Signature :	No No

Service Type : 2nd Day Air

Package Type : EXPRESS BOX Weight : 1.00 lbs

eight: 1.00 lbs

Insured Value: 1,000.00 USD

Est. Ship & Ins Cost: \$15.25 Est. Optional Charges: \$8.05

Total Estimated Cost: \$23.30

ability. Where allowed by I aw, shipper authorizes UPs to act as forwarding agent for exp

ddities, technology or software were expected from:

York County, State of New York. The parties waive personal solution of the service thereof may be made by certified mail, return receipt requested, directed to the party at the address section 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

HOBOKEN, NJ 07030, US

Tel: 312-419-4115 - Fax: 212-626-1276

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

or proceeds. Nothing in this Agreement or any eemed to pass title to Merchandise to Consignee therefor. 4) Reporting; Payment; Inspection. ter the last day of each calendar month (which rchandise sold, lost and damaged within 5 days nate the Agreement at any time. In the event of or all Merchandise not returned, whether standing indebtedness of Consignee to Consignor ided by law and equity, the absolute right to take and Consignee's books and records at any time. an interest, security interest, lien, attachment or te any such Lien, and will take all action to remove in this Agreement, no other sales of Merchandise, ) any third party on consignment, credit, purchase ned by the parties hereto to be a contemporaneous it is a corporation or limited liability company, as pal place of business is the location set forth in the HANDISE INCLUDING, WITHOUT LIMITATION, nee will indemnify, defend and hold harmless costs, liability, obligation, claim, allegation, or se obligation and/or (b) the acts or omissions of ntatives, employees, vendors or contractors, 7) Fees, connection with the enforcement of Consignor's nent; Waiver; Severability; Assignment; Counterparts. oplied against either party. This Agreement sets ided except in writing signed by the party to be any provision hereof or exercise any rights shall be held invalid or unenforceable, such invalidity ther provision of this Agreement and any such ble. This Agreement is not assignable by Consignee ile, pdf or electronic signature, each of which shall be e. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON herein delivered are natural. However the diamonds In the event that any diamond in a lot of diamonds The weights stamped on the .00 or 1 ct = 0.95 up, 0.75 or  $\frac{3}{4}$  = .70 up, .50 or  $\frac{1}{2}$  = .45 inges. We are not responsible for the estimated ce count, price or terms must be reported by Consignee to make timely payment to SimplexDiam for any mitted to be charged under applicable law. 12) Choice irk (without reference to its rules as to conflicts of law). objection based on forum non conveniens or any other

ng to this Agreement in any jurisdiction other than New

in connection herewith. Consignor shall have title signee shall not contest, or assist any party in

nterest granted to Consignor or granted in