TERMS OF AGREEMENT 1) Merchandise; 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) nsurance; 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 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 immediately vest in and belong to Consignor upon sale until the cost charged to Cons

available funds. Consignee shall keep all Merchandise and

may be conveyed to Consignor or which f Consignor's ownership of the Merchandi obligations owing to Consignor, the right to the Merchandise at all times and Cons contesting, the validity, perfection, priority connection herewith or contemplated here order, memo form, invoice, correspondence under any circumstances unless and until (Consignee shall provide Consignor with ma shall list all sales, returns, and lost or dama after receipt or the Sales Report. Consigno such request or any termination, all Mercha previously sold, lost or damaged, within 5 b shall become immediately due and payable. possession of and remove the Merchandise 5) Other Covenants; Representations. Consid other encumbrance (each a "Lien") in or on a any such Lien. Consignee may sell the Merch. bulk or in any other manner, of any Merchand money security interest or similar conditions. cash exchange and not the payment for an an applicable, duly organized under the laws of the preamble to this Agreement. CONSIGNOR MA IMPLIED WARRANTIES OF MERCHANTABILITY O Consignor and its shareholders, directors, office expense (including, without limitation, legal' fee Consignee or any of Consignee's affiliates, direct Consignee shall pay all expenses including, with rights and remedies with respect to the Merchan The language used in this Agreement is chosen b forth the final and entire understanding with resp charged with such modification, waiver or amend hereunder shall not affect the right of such party a or unenforceability shall attach only to such provis provision shall be construed and limited to the extension without the prior written approval of Consignor. The an original and all of which taken together shall cor AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE are from multiple sources and have not been tested are found to be synthetic, SimplexDiam may cancel t tems/labels/tags/Invoices are in carats and are ap up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or ¼ weights on closeout merchandise - they are only our to SimplexDiam in writing within five (5) days of know amounts will result in a monthly late payment interest of Law; Jurisdiction. This Agreement shall be governe Consignee irrevocably submits to the exclusive jurisdick

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/23/2023

Tracking Number: 1Z0173YV0224946104

Confirmation Number: 807D8937

Reference Number: 10026823 Customer Reference Number: 10026823

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

**Rerouted shipment.

Ship To INGRID STRANGE INGRIDS]

1 SANSBURY ST

DALEVILLE, AL 36322, US

* Direct Delivery Only: * Direct Signature : No

2nd Day Air Service Type: EXPRESS BOX

Package Type: 1.00 lbs Weight:

Insured Value: 378.00 USD \$14.34

Est. Ship & Ins Cost: \$2.35 Est. Optional Charges:

\$16.69 Total Estimated Cost

 $= .70 \text{ up}, .50 \text{ or } \frac{1}{2} = .45$ for the estimated reported by Consignee olexDiam for any

licable law. 12) Choice.

---- to its rules as to conflicts of law).

Title to Merchandise proceeds shall eived by Consignor in immediately

e foregoing, the security interest that

r any other defect in any interests or

other law, shall not supersede or affect

on herewith. Consignor shall have title

all not contest, or assist any party in

3. Nothing in this Agreement or any

Reporting: Payment: Inspection.

lise not returned, whether edness of Consignee to Consignor

ay of each calendar month (which d, lost and damaged within 5 days

ement at any time. In the event of

dequity, the absolute right to take

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

and will take all action to remove

, no other sales of Merchandise,

n consignment, credit, purchase nereto to be a contemporaneous

r limited liability company, as

WITHOUT LIMITATION,

fend and hold harmless

ion, claim, allegation, or

b) the acts or omissions of

orcement of Consignor's

ty. This Agreement sets

ned by the party to be

ement and any such

xercise any rights

endors or contractors. 7) Fees.

y; Assignment; Counterparts.

nforceable, such invalidity

assignable by Consignee

e, each of which shall be

ISE SHALL BE SOLD ON

However the diamonds in a lot of diamonds

s is the location set forth in the

ass title to Merchandise to Consignee

anted to Consignor or granted in

objection to venue. Consignee waives its right to bring any York County, State of New York. The parties waive personal and 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

any objection based on forum non conveniens or any other The parties and relating to this Agreement in any jurisdiction other than New