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 s 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 particles 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 Mar received by Consignor in immediately

g the foregoing, the security interest that

der or any other defect in any interests or

de or other law, shall not supersede or affect

inection herewith. Consignor shall have title

ee shall not contest, or assist any party in st granted to Consignor or granted in

ceeds. Nothing in this Agreement or any

last day of each calendar month (which

ise sold, lost and damaged within 5 days

e Agreement at any time. In the event of

g indebtedness of Consignee to Consignor

law and equity, the absolute right to take

nsignee's books and records at any time.

est, security interest, lien, attachment or

ch Lien, and will take all action to remove

reement, no other sales of Merchandise, d party on consignment, credit, purchase

parties hereto to be a contemporaneous

of business is the location set forth in the

poration or limited liability company, as

in and/or (b) the acts or omissions of

with the enforcement of Consignor's

st either party. This Agreement sets

in writing signed by the party to be

n hereof or exercise any rights

of this Agreement and any such

iployees, vendors or contractors. 7) Fees.

; Severability; Assignment; Counterparts.

nvalid or unenforceable, such invalidity

ement is not assignable by Consignee

tronic signature, each of which shall be

UT MERCHANDISE SHALL BE SOLD ON ed are natural. However the diamonds

at any diamond in a lot of diamonds

not responsible for the estimated

payment to SimplexDiam for any

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

terms must be reported by Consignee

rged under applicable law. 12) Choice

tamped on the

NCLUDING, WITHOUT LIMITATION,

lemnify, defend and hold harmless ity, obligation, claim, allegation, or

erchandise not returned, whether

d to pass title to Merchandise to Consignee for. 4) Reporting; Payment; Inspection.

available funds. Consignee shall keer at may be conveyed to Consignor or wh Consignor's ownership of the Mercha obligations owing to Consignor, the r to the Merchandise at all times and 0 contesting, the validity, perfection, pri connection herewith or contemplated order, memo form, invoice, correspond under any circumstances unless and u Consignee shall provide Consignor wil shall list all sales, returns, and lost or after receipt or the Sales Report. Cons such request or any termination, all M previously sold, lost or damaged, with shall become immediately due and par possession of and remove the Mercha 5) Other Covenants; Representations. other encumbrance (each a "Lien") in o any such Lien. Consignee may sell the bulk or in any other manner, of any Me money security interest or similar condi cash exchange and not the payment for applicable, duly organized under the la preamble to this Agreement, CONSIGN IMPLIED WARRANTIES OF MERCHANTAE Consignor and its shareholders, director expense (including, without limitation, le Consignee or any of Consignee's affiliate Consignee shall pay all expenses includi rights and remedies with respect to the The language used in this Agreement is forth the final and entire understanding charged with such modification, waiver o hereunder shall not affect the right of suc or unenforceability shall attach only to su provision shall be construed and limited t without the prior written approval of Conan original and all of which taken togethe AN AS IS, WHERE IS BASIS. ALL ITEMS FO are from multiple sources and have not be are found to be synthetic, SimplexDiam m items/labels/tags/Invoices are in carats up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 ur weights on closeout merchandise - they a to SimplexDiam in writing within five (5) c amounts will result in a monthly late paym of Law; Jurisdiction. This Agreement shall

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/23/2023

Tracking Number: 1Z0173YV0213183897

Confirmation Number: CBA93C6C Reference Number: 10026824

Customer Reference Number: 10026824

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

Ship To

**BOBBY SMITH** BOBBY J INC 201 W BEACON ST PHILADELPHIA, MS 39350,

\*\*Rerouted shipment.

\* Direct Delivery Only: \* Direct Signature :

2nd Day Air Service Type: Package Type: EXPRESS BOX

1.00 lbs Weight:

Insured Value : 1,000.00 USD

\$15.46 Est. Ship & Ins Cost: \$2.35

Est. Optional Charges:

\$17.81 Total Estimated Cost:

TOTA (WILLIOUT PETERENCE to its rules as to conflicts of law). Consignee irrevocably submits to the exclusive pura suction 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

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