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 loor 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 so 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 Consignor has any right, title or interest in the

Merchandise or proceeds other than as a consistence ( Merchandise and all additions, replaceme deliver to Consignor, such financing statem mmediately vest in and belong to Consign available funds. Consignee shall keep all may be conveyed to Consignor or which Co Consignor's ownership of the Merchandise obligations owing to Consignor, the rights to the Merchandise at all times and Consid contesting, the validity, perfection, priority ( connection herewith or contemplated hereb order, memo form, invoice, correspondence, under any circumstances unless and until Co Consignee shall provide Consignor with more shall list all sales, returns, and lost or dama after receipt or the Sales Report. Consignor such request or any termination, all Merchai previously sold, lost or damaged, within 5 b shall become immediately due and payable. possession of and remove the Merchandise 5) Other Covenants; Representations. Consi 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 Merchan money security interest or similar conditions. cash exchange and not the payment for an a applicable, duly organized under the laws of preamble to this Agreement. CONSIGNOR M IMPLIED WARRANTIES OF MERCHANTABILITY Consignor and its shareholders, directors, offi expense (including, without limitation, legal' f Consignee or any of Consignee's affiliates, dir Consignee shall pay all expenses including, w rights and remedies with respect to the Merch The language used in this Agreement is chose forth the final and entire understanding with r charged with such modification, waiver or ame hereunder shall not affect the right of such par or unenforceability shall attach only to such pro provision shall be construed and limited to the without the prior written approval of Consignor an original and all of which taken together sha AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RES are from multiple sources and have not been te are found to be synthetic, SimplexDiam may cal items/labels/tags/Invoices are in carats and a up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 2/23/2023

Tracking Number: 1Z0173YV0202167327

Confirmation Number: 3C0B082B Reference Number: 10026829

Customer Reference Number: 10026829

\* Saturday Pickup :

\*\*ALPA SHETH 

\*\*Saturday Delivery :

\*\*COD Services :

50W 47TH STREET \* Adult Signature : No

\* Residential Delivery : No NEW YORK, NY 10036, US \* Schedule Pickup : No

Ship To

JESSICA BROWN -

M.S.BROWN

3304 PACIFIC AVENUE

WILDWOOD, NJ 08260, US

\* Direct Delivery Only: No

\* Direct Signature : No Service Type : 2nd Day Air

Package Type: EXPRESS BOX

No

No

No

Weight: 1.00 lbs

Insured Value: 179.00 USD

Est. Ship & Ins Cost: \$13.77

Est. Optional Charges: \$2.32

Total Estimated Cost: \$16.09

OTICE ON REVERSE regarding UPS ferms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as torwarding agent accordance with the Export Administration of Section 1. Exported from the US in accordance with the Export Administration of Section 1. Exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration of Section 1. Exported from the US in accordance with the Export Administration of Section 1. Exported from the US in accordance with the Exported from t

lien on and security interest in the orizes filing of, and shall sign and tle to Merchandise proceeds shall red by Consignor in immediately foregoing, the security interest that other law, shall not supersede or affect any other defect in any interests or on herewith. Consignor shall have title all not contest, or assist any party in nted to Consignor or granted in 3. Nothing in this Agreement or any ass title to Merchandise to Consignee Reporting; Payment; Inspection. day of each calendar month (which ild, lost and damaged within 5 days eement at any time. In the event of ndise not returned, whether btedness of Consignee to Consignor ind equity, the absolute right to take ee's books and records at any time. ecurity interest, lien, attachment or n, and will take all action to remove ent, no other sales of Merchandise, y on consignment, credit, purchase ies hereto to be a contemporaneous on or limited liability company, as iness is the location set forth in the )ING, WITHOUT LIMITATION, y, defend and hold harmless oligation, claim, allegation, or I/or (b) the acts or omissions of es, vendors or contractors. 7) Fees. he enforcement of Consignor's erability; Assignment; Counterparts. ner party. This Agreement sets ting signed by the party to be of or exercise any rights for unenforceable, such invalidity is Agreement and any such it is not assignable by Consignee signature, each of which shall be RCHANDISE SHALL BE SOLD ON 3 natural. However the diamonds / diamond in a lot of diamonds ed on the 0.75 or % = .70 up, .50 or % = .45

up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25

We greatly a really a re

## BANK WIRING INSTRUCTIONS

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

T. 917.542.2343, F. 212.626.1276 Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N