

SimplexDiam, Inc.

50 west 47th Street, Suite # 2011
 New York, NY 10036
 Tel: +1 (212) 883-0888, Fax +1 (212) 883-9532

INVOICE

To **Rick Terry Jewelry Designs**
11320 Kingston Pike, Suite # 104
Knoxville TN 37934 US

Telephone: (865) 988-3793
 E-Mail: rterry@rickterryjewelry.com
 Attention: Rick Terry,
 Terms: *Net 30 Days*

DATE: **02/23/2023**
 INV#: **DJ207056DJ**

SR #	Lot#	Description	Size	Carat Weight	TOTAL	Total Amount (US\$)	
1	LG-66891	Round E / VS1 IGI-561295715	0.90S	1.09	556.00	606.04	
2	LG-66892	Round E / VS1 IGI-561295714	0.90S	1.09	556.00	606.04	
3	LG-66893	Round E / VS1 IGI-561287622	0.90S	1.08	556.00	600.48	
						Shipping Charges	\$ 31.00
						Subtotal	\$ 1,843.56
						" Cut and Polished Diamond "	
Total				3.26		\$ 1,843.56	USD

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

Simply Green Diamonds
LAB GROWN DIAMONDS
 distributed by SimplexDiam

International Gem Tower
 50 W 47th St Ste 2012
 New York NY 10036
 1 212 883 0888
sales@simplexdiam.com

From
50 West 47th St, Suite 20N
International Gem Tower
New York, NY 10036
T: 800.233.1155
F: 212.883.9532
E: sales@simplexdiam.com
www.simplexdiam.com
Tax Id: 13-3218259
Service Rep:

Contact Name: Dick Terry 40 Michael
Title:
Consignee Company Name: Pick TBilly Jewelry (Legal Name Please)
Govt Issued Registration No:
Business Address: 11320 HAWKSTON Pike Suit #104
City: Knoxville **State:** TN **Zip:** 37934
Telephone: **Facsimile:**
Email:
Would you like to receive e-newsletters: Yes No

Date: 02/13/23 **Special Notes:** LAB. Diamonds **Terms:**

SI	Item/Lot Number	Tag P / List P	Description / No of Stones	Qty/Cts	Sell Price/ Pc or Ct	Value	Ret	Sold
1	LH 10000-LH 66891/19620		BR E VS1, ILLI	1.09	556	606.04		
2	LH 10000-LH 66892/19620		BR E VS1, IGE	1.09	536	606.04		
3	LH 10000-LH 66893/19620		BR E VS1, IGE	1.08	536	600.48		
4								
5			ORIGINAL CONTRACT					
6			SDS					
7								
8			Simply Green Diamonds					
9			BROWN DIAMONDS					
10			distributed by Simplexdiam					
11			International Gem Tower					
12			50 W 47th St Ste 2012					
13			New York NY 10036					

To SimplexDiam's knowledge, the diamonds and jewelry herein delivered have been purchased from legitimate sources not involved in funding conflict, and in compliance with the United Nations resolutions. SimplexDiam states that the diamonds are conflict free based on personal knowledge and/or written guarantees provided by the supplier(s).

Totals	3.26	1812.56
Ship Charge		31
G. Totals	3.26	1848.56

USA PATRIOT ACT COMPLIANCE. The below under signed signatory

("Signer") confirms for Signer and Consignee, in accordance with the USA Patriot Act, that (1) all information provided herein is correct, (2) the Signer has provided or will provide all other documentatoin and information required by SimplexDiam, (3) Signer will authorize any changes to the details herein, and (4) Signer and Consignee have disclosed to SimplexDiam all relevant information in connection with the Merchandise and this "Agreement" which includes this front form as well as the Consignment Agreement Terms of Agreement on the back hereof.

Is this Company **AML (Anti-Money Laundering)** compliant pursuant to the **USA Patriot Act** if registered within the US or pursuant to International Law if registered outside the US? Yes No

This document includes a **CONSIGNMENT AGREEMENT** between **SIMPLEXDIAM INC.**, a New York corporation with an office at 50 W. 47th Street, Suite 20N, New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As Mentioned Above); if there are two consignee parties, Consignees are jointly and severally liable under this Agreement. BY SIGNING below the parties hereby agree to all of the terms of this Agreement. Signer warrants that he/she is duly authorized to execute this Agreement on behalf of Consignee and to bind Consignee to the terms of this Agreement. Furthermore, the Signer hereby unconditionally personally guarantees in Signer's individual capacity the full and timely performance and observance of all of the obligations, representations, and covenants of Consignee in this Agreement. Consignor need not exhaust any recourse against Consignee or any other person, or any collateral or property, before being entitled to enforce this guaranty against Signer and receive payment or performance from Signer. The obligations hereunder are the joint and several, and independent, obligations of Signer and Consignee, and a separate action may be brought and prosecuted against Signer whether action is brought against Consignee or whether Consignee be joined.

ALL MERCHANDISE REMAINS THE PROPERTY OF SIMPLEXDIAM, INC. UNTIL FULL & FINAL PAYMENT IS RECEIVED. I HAVE READ THE TERMS AND CONDITIONS ON THE BACK OF THIS DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS.

WHITE: OFFICE | BLUE: INVENTORY | PINK: CUSTOMER

Signature X

Authorized Signatory

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 shall 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 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 Consignor's ownership of the Merchandise. Notwithstanding any failure of Consignor to perfect any of its interests hereunder or any other defect in any interests or obligations owing to Consignor, the rights and priority set forth herein shall govern the consignment and transactions in connection herewith. Consignor shall have title to the Merchandise at all times and Consignor may assert and enforce ownership of the Merchandise at any time. Consignee shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of the ownership by Consignor of the Merchandise or any interest granted to Consignor or granted in connection herewith or contemplated hereby in favor of Consignor or its designee(s) with respect to the Merchandise or proceeds. Nothing in this Agreement or any order, memo form, invoice, correspondence, or other document, communication, act, omission or circumstance shall be deemed to pass title to Merchandise to Consignee under any circumstances unless and until Consignor has actually received full and irrevocable payment from Consignee therefor. 4) **Reporting; Payment; Inspection.** Consignee shall provide Consignor with monthly sales reports (the "Sales Reports") to be delivered within 10 days after the last day of each calendar month (which shall list all sales, returns, and lost or damaged Merchandise). Consignee will remit payment to Consignor for the Merchandise sold, lost and damaged within 5 days after receipt of the Sales Report. Consignor may require Consignee to return any or all items of Merchandise or terminate the Agreement at any time. In the event of such request or any termination, all Merchandise shall be returned to Consignor and Consignee shall pay Consignor for all Merchandise not returned, whether previously sold, lost or damaged, within 5 business days. In the event of a breach of Consignee's obligations, all outstanding indebtedness of Consignee to Consignor shall become immediately due and payable. Consignor shall have, in addition to any other rights and remedies provided by law and equity, the absolute right to take possession of and remove the Merchandise without bond or process of law. Consignor may inspect the Merchandise and Consignee's books and records at any time. 5) **Other Covenants; Representations.** Consignee will not...

other encumbrance or any such Lien. bulk or in any other money security cash exchange, applicable, duly preamble to this IMPLIED WARRANTY Consignor and its expense (including Consignee or other Consignee shall rights and remedies. The language used forth the final air charged with such hereunder shall or unenforceable provision shall be without the prior an original and a AN AS IS, WHERE are from multiple are found to be s items/labels/tag up, 40 or 3/8 = weights on closed to SimplexDiam in amounts will result of Law, Jurisdiction Consignee irrevoc objection to venue New York County, State thereof may be m party has received PROCEEDING REL BANK WIRING I Bank Leumi US, T. 1-917-542-23 Account Number Routing Number Swift Code: LUM

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 2/13/2023
 Tracking Number : 1Z0173YV0132615814
 Confirmation Number : 6B30F5B4
 Reference Number : DJ207316DJ
 Customer Reference Number : DJ207316DJ

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

Ship To * Direct Delivery Only : No
 RICK TERRY * Direct Signature : No
 RICK TERRY INC. Service Type : Next Day Air
 11320 KINGSTON PIKE Package Type : EXPRESS BOX
 KNOXVILLE, TN 37934, US Weight : 1.00 lbs

Insured Value : 1,000.00 USD

Est. Ship & Ins Cost: \$25.50
 Est. Optional Charges: \$5.25
 Total Estimated Cost: \$30.75

signor) to have an interest, security interest, lien, attachment or to grant or create any such Lien, and will take all action to remove it as permitted in this Agreement, no other sales of Merchandise, Merchandise to any third party on consignment, credit, purchase expressly deemed by the parties hereto to be a contemporaneous Consignor that it is a corporation or limited liability company, as and its principal place of business is the location set forth in the NG THE MERCHANDISE INCLUDING, WITHOUT LIMITATION, ation. Consignee will indemnify, defend and hold harmless loss, damage, costs, liability, obligation, claim, allegation, or of a Consignee obligation and/or (b) the acts or omissions of ers, representatives, employees, vendors or contractors. 7) Fees, or suffered in connection with the enforcement of Consignor's ion; Amendment; Waiver; Severability; Assignment; Counterparts. on will be applied against either party. This Agreement sets, ved or amended except in writing signed by the party to be ormance of any provision hereof or exercise any rights provision shall be held invalid or unenforceable, such invalidity able any other provision of this Agreement and any such menforceable. This Agreement is not assignable by Consignee by facsimile, pdf or electronic signature, each of which shall be erchandise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON diamonds herein delivered are natural. However the diamonds iamonds. In the event that any diamond in a lot of diamonds Stamped. The weights stamped on the follows: 1.00 or 1 ct = 0.95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 or size ranges. We are not responsible for the estimated ight, price count, price or terms must be reported by Consignee . Failure to make timely payment to SimplexDiam for any ount permitted to be charged under applicable law. 12) Choice New York (without reference to its rules as to conflicts of law), ves any objection based on forum non conveniens or any other d relating to this Agreement in any jurisdiction other than New ther process and papers therein and agree that the service forth herein or other address thereof of which the sending ONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR