

Form	50 West 47th St, Suite 20N	Memo	Contact Name: MR BORSHEIM'S ATT SEAN
	International Gem Tower		Title:
	New York, NY 10036		Consignee Company Name: BORSHEIM'S (Legal Name Please)
	T: 800.233.1155		Govt Issued Registration No:
	F: 212.883.9532		Business Address: 120 REGENY PARKWAY
	E: sales@simplexdiam.com		City: OMAHA State: NE Zip: 68114
	www.simplexdiam.com		Telephone: 402-391-0400 Facsimile:
Tax Id: 13-3218259	Email:	Would you like to receive e-newsletters: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Service Rep:			

Date		Special Notes:					Terms		
SI	Item/Lot Number	Tag P / List P	Description / No of Stones	Qty/Cts	Sell Price / Pc or Ct	Value	Ret	Sold	
	02/14/23		Diamonds						
1	32868N-234	98269	BR FSI 2 h cA	1.20	3650	4380.00	-	SOLD	
2	32868N-235	105673	BR E SI 2	1.20	3925	4710.00	-	SOLD	
3	32868N-228	120481	BR D SI 1	1.20	4475	5414.75	AY	02/22/23	
4	32868N-229	105000	BR D SI 2	1.20	3900	4650.00	AY	02/24/23	
5									
6									
7									
8									
9									
10									
11									
12									
13									

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	4.81	19184.75
Ship Charge		34.50
G. Totals	4.81	19,219.25

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 documentation 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

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 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 the foregoing, the rights and obligations owing to Consignor, the rights and remedies available to Consignor with respect to the Merchandise at all times and Consignee's obligation to indemnify Consignor from and against all claims, demands, damages, costs and expenses, including reasonable attorneys' fees, in connection herewith or contemplated hereunder, shall survive the termination, rescission, annulment, voiding, setting aside, or contesting, the validity, perfection, priority or non-perfection of the security interest created hereunder. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report.

5) Other Covenants; Representations. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report.

The language used in this Agreement is chosen for the final and entire understanding with respect to the subject matter hereunder and shall not be modified, waived or amended hereunder. The language used in this Agreement is chosen for the final and entire understanding with respect to the subject matter hereunder and shall not be modified, waived or amended hereunder. The language used in this Agreement is chosen for the final and entire understanding with respect to the subject matter hereunder and shall not be modified, waived or amended hereunder. The language used in this Agreement is chosen for the final and entire understanding with respect to the subject matter hereunder and shall not be modified, waived or amended hereunder. The language used in this Agreement is chosen for the final and entire understanding with respect to the subject matter hereunder and shall not be modified, waived or amended hereunder.

BANK WIRING INSTRUCTIONS
Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017
T. 1-917-542-2343, F. 1-212-626-1276
Account Number: 8608095400
Routing Number: 026002794
Swift Code: LUMIUS3N

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 2/14/2023
Tracking Number : 1Z0173YV0134908861
Confirmation Number : E571E565
Reference Number : DJ207321DJ
Customer Reference Number : DJ207321DJ

Ship From
ALPA SHETH
SDX
50W 47TH STREET
STE 2011
New York, NY 10036, US
****Rerouted shipment.**

Ship To
ATT SEAN
BORSHEIM'S
120 REGENCY PARKWAY
OMAHA, NE 68114, US

* Saturday Pickup : No
* Saturday Delivery : No
* COD Services : No
* Adult Signature : No
* Residential Delivery : No
* Schedule Pickup : No
* Pickup Date : No
* Direct Delivery Only : No
* Direct Signature : No
Service Type : Next Day Air
Package Type : EXPRESS BOX
Weight : 1.00 lbs
Insured Value : 1,000.00 USD

Est. Ship & Ins Cost: \$29.42
Est. Optional Charges: \$5.07
Total Estimated Cost: \$34.49

SEE NOTICE ON REVERSE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited. RRD RF2 1122

Consignor hereby irrevocably and unconditionally waives, releases, defends, holds harmless and agrees to indemnify Consignee from and against all claims, demands, damages, costs and expenses, including reasonable attorneys' fees, in connection herewith or contemplated hereunder, shall survive the termination, rescission, annulment, voiding, setting aside, or contesting, the validity, perfection, priority or non-perfection of the security interest created hereunder. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report.

any other defect in any interests or on herewith. Consignor shall have title and shall not contest, or assist any party in contesting, the validity, perfection, priority or non-perfection of the security interest created hereunder. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report. Consignee shall provide Consignor with monthly sales reports, which shall list all sales, returns, and lost or damaged merchandise, within 5 business days after receipt of the Sales Report.

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