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 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 ... ng lien on and security interest in the Merchandise and all additions, replace ... uthorizes filing of, and shall sign and deliver to Consignor, such financing sta ... Title to Merchandise proceeds shall immediately vest in and belong to Cons ... ceived by Consignor in immediately available funds. Consignee shall keep ... he foregoing, the security interest that may be conveyed to Consignor or which ... or other law, shall not supersede or affect Consignor's ownership of the Merchanc ... or any other defect in any interests or obligations owing to Consignor, the rigl ... ection herewith. Consignor shall have title to the Merchandise at all times and Cor ... shall not contest, or assist any party in contesting, the validity, perfection, prior ... granted to Consignor or granted in connection herewith or contemplated he ... eeds. Nothing in this Agreement or any order, memo form, invoice, corresponde ... to pass title to Merchandise to Consignee under any circumstances unless and un ... or. 4) Reporting; Payment; Inspection. Consignee shall provide Consignor with ... last day of each calendar month (which shall list all sales, returns, and lost or d ... se sold, lost and damaged within 5 days after receipt or the Sales Report. Consi ... Agreement at any time. In the event of such request or any termination, all Me ... rchandise not returned, whether previously sold, lost or damaged, withi ... indebtedness of Consignee to Consignor shall become immediately due and pay ... law and equity, the absolute right to take possession of and remove the Merchar ... nsignee's books and records at any time. 5) Other Covenants; Representations. ... est, security interest, lien, attachment or other encumbrance (each a "Lien") in o ... ch Lien, and will take all action to remove any such Lien. Consignee may sell the ... greement, no other sales of Merchandise, bulk or in any other manner, of any Me ... d party on consignment, credit, purchase money security interest or similar condi ... e parties hereto to be a contemporaneous cash exchange and not the payment fo ... poration or limited liability company, as applicable, duly organized under the la ... of business is the location set forth in the preamble to this Agreement. CONSIGN ... INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTA ... demnify, defend and hold harmless Consignor and its shareholders, directc ... ility, obligation, claim, allegation, or expense (including, without limitation, ... ion and/or (b) the acts or omissions of Consignee or any of Consignee's affilia ... mployees, vendors or contractors. 7) Fees. Consignee shall pay all expenses inclu ... n with the enforcement of Consignor's rights and remedies with respect to the ... er; Severability; Assignment; Counterparts. The language used in this Agreement i ... inst either party. This Agreement sets forth the final and entire understandin ... t in writing signed by the party to be charged with such modification, waiver ... ion hereof or exercise any rights hereunder shall not affect the right of s ... d invalid or unenforceable, such invalidity or unenforceability shall attach only to ... ion of this Agreement and any such provision shall be construed and limite ... greement is not assignable by Consignee without the prior written approval of C ... ectronic signature, each of which shall be an original and all of which taken toge ... :OUT MERCHANDISE SHALL BE SOLD ON AN AS IS, WHERE IS BASIS. ALL ITEMS ... vered are natural. However the diamonds are from multiple sources and have no ... that any diamond in a lot of diamonds are found to be synthetic, SimplexDiam ... ts stamped on the items/labels/tags/Invoices are in cara ... 0.95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 ... are not responsible for the estimated weights on closeout merchandise – they are only our conservative estimates. Discrepancies found in weight, price count, price or terms must be reported by Consignee to SimplexDiam in writing within five (5) days of knowledge of the same. 11) Failure To Make Payment. Failure to make timely payment to SimplexDiam for any amounts will result in a monthly late payment interest charge of the greater of 18% or the maximum amount permitted to be charged under applicable law. 12) Choice of Law; Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of New York (without reference to its rules as to conflicts of law). Consignee irrevocably submits to the exclusive jurisdiction 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

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 3/9/2023
Tracking Number : 1Z0173YV1303798810
Confirmation Number : 32FA6F12
Reference Number : 10026879
Customer Reference Number : 10026879

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		
JENNY -	* Direct Delivery Only :	No
A.T.THOMAS J	* Direct Signature :	No
6420 O STREET	Service Type :	Next Day Air Saver
LINCOLN, NE 68510, US	Package Type :	EXPRESS BOX
	Weight :	1.00 lbs
	Insured Value :	**1,000.00 USD**
	Est. Ship & Ins Cost:	$26.47
	Est. Optional Charges:	$4.16
	Total Estimated Cost:	$30.63

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