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

be responsible to Consignor for any deductible amount not agree that this Agreement? merchandise. If, notwithsta Merchandise or proceeds of Merchandise and all addition deliver to Consignor, such fi immediately vest in and bel available funds. Consignee may be conveyed to Consign Consignor's ownership of the obligations owing to Consign to the Merchandise at all tim contesting, the validity, perfe connection herewith or conten order, memo form, invoice, cor under any circumstances unles Consignee shall provide Consi shall list all sales, returns, and after receipt or the Sales Repo such request or any termination previously sold, lost or damage shall become immediately due possession of and remove the N 5) Other Covenants; Representa other encumbrance (each a "Lier any such Lien. Consignee may s bulk or in any other manner, of a money security interest or similar cash exchange and not the paym applicable, duly organized under preamble to this Agreement. CON IMPLIED WARRANTIES OF MERCH Consignor and its shareholders, di expense (including, without limital Consignee or any of Consignee's a Consignee shall pay all expenses i rights and remedies with respect to The language used in this Agreeme forth the final and entire understan charged with such modification, wai hereunder shall not affect the right (or unenforceability shall attach only provision shall be construed and lim without the prior written approval of an original and all of which taken too AN AS IS, WHERE IS BASIS. ALL ITEMS

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 3/9/2023

or damage. Consignee shall be responsible to Consignor for the cost and payment of all shall

Tracking Number: 1Z0173YV1318247824

Confirmation Number: 642A0A24

Reference Number: 10026889 Customer Reference Number: 10026889

No * Saturday Pickup : Ship From * Saturday Delivery: No ALPA SHETH No * COD Services: No * Adult Signature : 50W 47TH STREET * Residential Delivery: No

* Schedule Pickup : NEW YORK, NY 10036, US * Pickup Date:

**Rerouted shipment.

Ship To

STE 2011

LYLA -LYLA J

6834 W 95TH STREET OAK LAWN, IL 60453, US * Direct Delivery Only:

* Direct Signature:

Next Day Air Saver Service Type: EXPRESS BOX Package Type:

No

1,00 lbs Weight:

Insured Value: 1,000.00 USD

\$24.56 Est. Ship & Ins Cost:

Est. Optional Charges: \$3.84

\$28.40 Total Estimated Cost:

. 3) True Consignment; Title; UCC Interest. The partie nsignments and not the purchase and sale of nat Consignee has any right, title or interest in the and continuing lien on and security interest in the onsignee authorizes filing of, and shall sign and ime to time. Title to Merchandise proceeds shall as been received by Consignor in immediately nstanding the foregoing, the security interest that ercial Code or other law, shall not supersede or affect hereunder or any other defect in any interests or ns in connection herewith. Consignor shall have title Consignee shall not contest, or assist any party in y interest granted to Consignor or granted in e or proceeds. Nothing in this Agreement or any deemed to pass title to Merchandise to Consignee e therefor. 4) Reporting; Payment; Inspection. fter the last day of each calendar month (which erchandise sold, lost and damaged within 5 days nate the Agreement at any time. In the event of or all Merchandise not returned, whether tanding indebtedness of Consignee to Consignor ded by law and equity, the absolute right to take and Consignee's books and records at any time. n interest, security interest, lien, attachment or anu such Lien, and will take all action to remove this Agreement, no other sales of Merchandise, ny third party on consignment, credit, purchase by the parties hereto to be a contemporaneous a corporation or limited liability company, as place of business is the location set forth in the DISE INCLUDING, WITHOUT LIMITATION, vill indemnify, defend and hold harmless liability, obligation, claim, allegation, or igotion and/or (b) the acts or omissions of >s, employees, vendors or contractors. 7) Fees. ction with the enforcement of Consignor's aiver; Severability; Assignment; Counterparts. igainst either party. This Agreement sets cept in writing signed by the party to be vision hereof or exercise any rights neld invalid or unenforceable, such invalidity ision of this Agreement and any such Agreement is not assignable by Consignee electronic signature, each of which shall be SEOUT MERCHANDISE SHALL BE SOLD ON

livered are natural. However the diamonds

gramonds. In the event that any diamond in a lot of diamonds

e to any Merchandise whether insured or not and

are found to be synthetic, SimplexDia will be made. 10) Weight Stamped. The weights stamped on the items/labels/tags/Invoices are in carats and are approximate. The range for each weight listed is as follows: 1.00 or 1 ct = 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 up, .25 or ¼ = .22 up, .20 or 1/5 = .18 up. Up to 8% less for other size ranges. We 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

are from multiple sources and have n

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