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 a consignee, Consignor shall

tinuing lien on and security interest in the
Merchandise and all additions, rep
ee authorizes filing of, and shall sign and
deliver to Consignor, such financing
ime. Title to Merchandise proceeds shall
immediately vest in and belong to
n received by Consignor in immediately
available funds. Consignee shall ke
ng the foregoing, the security interest that
may be conveyed to Consignor or w
ode or other law, shall not supersede or affect
Consignor's ownership of the Merch
nder or any other defect in any interests or
obligations owing to Consignor, the
onnection herewith. Consignor shall have title
to the Merchandise at all times and
nee shall not contest, or assist any party in
contesting, the validity, perfection, p
est granted to Consignor or granted in
connection herewith or contemplate
roceeds. Nothing in this Agreement or any
order, memo form, invoice, correspo
ed to pass title to Merchandise to Consignee
under any circumstances unless and
efor. 4) Reporting; Payment; Inspection.
Consignee shall provide Consignor u
e last day of each calendar month (which
shall list all sales, returns, and lost o
ndise sold, lost and damaged within 5 days
after receipt or the Sales Report. Co
the Agreement at any time. In the event of
such request or any termination, all
Merchandise not returned, whether
previously sold, lost or damaged, wi
ing indebtedness of Consignee to Consignor
shall become immediately due and p
y law and equity, the absolute right to take
possession of and remove the Merch
Consignee's books and records at any time.
5) Other Covenants; Representations
erest, security interest, lien, attachment or
other encumbrance (each a "Lien") in
such Lien, and will take all action to remove
any such Lien. Consignee may sell th
Agreement, no other sales of Merchandise,
bulk or in any other manner, of any M
ird party on consignment, credit, purchase
money security interest or similar con
he parties hereto to be a contemporaneous
cash exchange and not the payment
orporation or limited liability company, as
applicable, duly organized under the
e of business is the location set forth in the
preamble to this Agreement. CONSIG
INCLUDING, WITHOUT LIMITATION,
IMPLIED WARRANTIES OF MERCHANT
ndemnify, defend and hold harmless
Consignor and its shareholders, direct
bility, obligation, claim, allegation, or
expense (including, without limitation
tion and/or (b) the acts or omissions of
Consignee or any of Consignee's affili
employees, vendors or contractors. 7) Fees.
Consignee shall pay all expenses inclu
on with the enforcement of Consignor's
rights and remedies with respect to th
er; Severability; Assignment; Counterparts.
The language used in this Agreement
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, waive
ion hereof or exercise any rights
hereunder shall not affect the right of
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 not
that any diamond in a lot of diamonds
are found to be synthetic, SimplexDiam
s 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
re not responsible for the estimated
weights on closeout merchandise – they
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.

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 3/9/2023

Tracking Number : 1Z0173YV1330853762

Confirmation Number : 4561FE8F

Reference Number : 10026908

Customer Reference Number : 10026908

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		
AMY MCCHRISTY	* Direct Delivery Only :	No
MCCHRISTY J	* Direct Signature :	No
2455 FIRST AVE	Service Type :	Next Day Air Saver
SUITE 103	Package Type :	EXPRESS BOX
COLUMBUS, NE 68601, US	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

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

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