

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 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 or 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 permit any person or entity (other than Consignor) to have an interest, security interest, lien, attachment or other encumbrance (each a "Lien") in or on any of the Merchandise or any proceeds therefrom, will not grant or create any such Lien, and will take all action to remove any such Lien. Consignee may sell the Merchandise only in the ordinary course of its business. Except as permitted in this Agreement, no other sales of Merchandise, bulk or in any other manner, of any Merchandise shall be permitted. Consignee shall not deliver any Merchandise to any third party on consignment, credit, purchase money security interest or similar conditions. Any payment for Merchandise by Consignee is hereby expressly deemed by the parties hereto to be a contemporaneous cash exchange and not the payment for an antecedent debt. Consignee represents and warrants to Consignor that it is a corporation or limited liability company, as applicable, duly organized under the laws of the jurisdiction of its formation, in good standing therein, and its principal place of business is the location set forth in the preamble to this Agreement. CONSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE MERCHANDISE INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. 6) Indemnification. Consignee will indemnify, defend and hold harmless Consignor and its employees, representatives and agents from any loss, damage, costs, liability, obligation, claim, allegation, or

expense (including attorney's fees) or omissions of Consignee or contractors. 7) Fees. Consignee shall be responsible for the cost of Consignee's Counterparts, including but not limited to, the cost of the agreement sets forth the final rights and remedies of the party to be charged with the enforcement hereunder shall be unenforceable without the prior original AN AS IS, WHERE ARE FROM MULTIPLE ITEMS/LABELS/UP, .40 or 3/8 weights on clock to SimplexDiamond amounts will of Law; Jurisdiction Consignee irrevocably objection to v New York County, thereof may l party has rec PROCEEDING

4616 N BLACKSTONE AVE
FRESNO, CA 93726, US

PHIL FOSTER
FRESNO C GALLERY

SHIP TO

**Reouted shipment.

NEW YORK, NY 10036, US

STE 2011

50W 47TH STREET

SDX

ALPHA SHETH

Ship From

Transaction Date : 3/7/2023

Tracking Number : 395467465784

Confirmation Number : 022DD947

Reference Number : 10026929,10026928

Customer Reference Number : 10026929,10026928

* Saturday Pickup : No

* Saturday Delivery : No

* COD Services : No

* Adult Signature : No

* Residential Delivery : No

* Schedule Pickup : No

* Pickup Date :

* Hold at Location : No

* Direct Delivery Only : No

* Direct Signature : No

Service Type : 2 Day

Package Type : MEDIUM FEDEX BOX

Weight : 2.00 lbs

Insured Value : 1,000.00 USD

Est. Ship & Ins Cost: \$29.46

Est. Optional Charges: \$4.63

Total Estimated Cost: \$34.09

Shipment Details - Confidential Information. Not For Fedex

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BANK WIRE

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