

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 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 interest thereon.

deliver to Consignor, such financing state immediately vest in and belong to Consignee. Consignee shall keep available funds. Consignee shall keep a record of all sales, returns, and lost or damaged Merchandise which may be conveyed to Consignor or which may be retained by Consignor's ownership of the Merchandise. Consignee shall release all obligations owing to Consignor, the right to possession of the Merchandise at all times and Consignee shall not contest, the validity, perfection, priority or enforceability of any lien on the Merchandise, or any claim or connection herewith or contemplated hereunder. Consignee shall provide Consignor with a copy of all sales, returns, and lost or damaged Merchandise after receipt of the Sales Report. Consignee shall, upon request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days after receipt of the Sales Report.

5) Other Covenants; Representations. Consignee shall not create any other encumbrance (each a "Lien") in or on the Merchandise or any such Lien. Consignee may sell the Merchandise in bulk or in any other manner, of any Merchandise, without the money security interest or similar condition precedent to cash exchange and not the payment for the Merchandise, applicable, duly organized under the laws of the State of New York, and its shareholders, directors, officers, agents, and representatives, shall be bound by the terms of this Agreement. CONSIGNOR AND CONSIGNEE HEREBY WAIVE ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AS IS.

Consignor and its shareholders, directors, officers, agents, and representatives, shall be bound by the terms of this Agreement. CONSIGNOR AND CONSIGNEE HEREBY WAIVE ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AS IS. Consignee shall pay all expenses including, but not limited to, the cost of shipping, handling, and insurance, and shall be responsible for any loss or damage to the Merchandise. The language used in this Agreement is the final and entire understanding with respect to the Merchandise and shall not be modified, waived or amended in any way hereunder shall not affect the right of such party to enforce its rights or unenforceability shall attach only to such party. This provision shall be construed and limited to the Merchandise without the prior written approval of Consignor.

AN AS IS, WHERE IS BASIS. ALL ITEMS FOR SALE ARE FROM MULTIPLE SOURCES AND HAVE NOT BEEN TESTED. IF ANY DIAMONDS ARE FOUND TO BE SYNTHETIC, SimplexDiam may issue a refund. SimplexDiam may issue a refund on items/labels/tags/Invoices are in carats and weight. Weights on closeout merchandise - they are to SimplexDiam in writing within five (5) days of receipt of the merchandise.

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 : 3/10/2023
 Tracking Number : 1Z0173YV0205239968
 Confirmation Number : 371879C1
 Reference Number : 10026938
 Customer Reference Number : 10026938

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
 MARIANA * Direct Delivery Only : No
 CROGHAN'S J BOX * Direct Signature : No
 308 KING STREET
 CHARLESTON, SC 29401, US
 Service Type : 2nd Day Air
 Package Type : EXPRESS BOX
 Weight : 1.00 lbs
Insured Value : 1,000.00 USD
 Est. Ship & Ins Cost: \$15.46
 Est. Optional Charges: \$2.32
 Total Estimated Cost: \$17.78

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

thorizes filing of, and shall sign and
 Title to Merchandise proceeds shall
 ived by Consignor in immediately
 e foregoing, the security interest that
 r other law, shall not supersede or affect
 or any other defect in any interests or
 tion herewith. Consignor shall have title
 shall not contest, or assist any party in
 ranted to Consignor or granted in
 ds. Nothing in this Agreement or any
 pass title to Merchandise to Consignee
 4) Reporting; Payment; Inspection.
 it day of each calendar month (which
 sold, lost and damaged within 5 days
 greement at any time. In the event of
 andise not returned, whether
 debtedness of Consignee to Consignor
 / and equity, the absolute right to take
 gnee's books and records at any time.
 . security interest, lien, attachment or
 Lien, and will take all action to remove
 ment, no other sales of Merchandise,
 arty on consignment, credit, purchase
 rties hereto to be a contemporaneous
 ation or limited liability company, as
 usiness is the location set forth in the
 UDING, WITHOUT LIMITATION,
 nify, defend and hold harmless
 obligation, claim, allegation, or
 ind/or (b) the acts or omissions of
 yees, vendors or contractors. 7) Fees.
 h the enforcement of Consignor's
 verability; Assignment; Counterparts.
 ither party. This Agreement sets
 riting signed by the party to be
 ereof or exercise any rights
 alid or unenforceable, such invalidity
 this Agreement and any such
 ent is not assignable by Consignee
 nic signature, each of which shall be
 MERCHANDISE SHALL BE SOLD ON
 ore natural. However the diamonds
 any diamond in a lot of diamonds
 mped on the
 up, 0.75 or ¾ = .70 up, .50 or ½ = .45
 : responsible for the estimated
 erms must be reported by Consignee

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