

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 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, Consignee has any right, title or interest in the Merchandise or proceeds other than those herein provided, Consignee agrees to authorize the filing of a UCC financing statement and security interest in the Merchandise and all additions, replacements and improvements thereon, and shall sign and execute all necessary documents to authorize filing of, and shall sign and execute, a UCC financing statement and security interest in the Merchandise. Title to Merchandise proceeds shall be held by Consignor until all obligations of Consignee are satisfied. Notwithstanding the foregoing, the security interest that shall be created by or for Consignor hereunder, whether by deed or other law, shall not supersede or affect the rights of any lender or other party having a perfected security interest in the Merchandise or any other defect in any interests or liens in connection herewith. Consignor shall have title to the Merchandise at all times and shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of any security interest granted to Consignor or granted in connection herewith or contemplated hereunder. Nothing in this Agreement or any order, memo form, invoice, correspondence or other document shall be construed to pass title to Merchandise to Consignee under any circumstances unless and until Consignee reports to Consignor. 4) Reporting; Payment; Inspection. Consignee shall provide Consignor with a report of sales, returns, and lost or damaged Merchandise, within the last day of each calendar month (which may be by electronic means), on or before the last day of each calendar month (which may be by electronic means), in which the Merchandise is sold, lost and damaged within 5 days after receipt or the Sales Report. Consignee shall not, without the prior written consent of Consignor, assign, subcontract or otherwise delegate its obligations under the Agreement at any time. In the event of any default by Consignee under the Agreement, Consignor shall have the right to take such action as it may deem necessary to protect its interest in the Merchandise not returned, whether by deed or other law, shall not supersede or affect the rights of any lender or other party having a perfected security interest in the Merchandise or any other defect in any interests or liens in connection herewith. Consignor shall have title to the Merchandise at all times and shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of any security interest granted to Consignor or granted in connection herewith or contemplated hereunder. Nothing in this Agreement or any order, memo form, invoice, correspondence or other document shall be construed to pass title to Merchandise to Consignee under any circumstances unless and until Consignee reports to Consignor. 5) Other Covenants; Representations. Consignee shall provide Consignor with a report of sales, returns, and lost or damaged Merchandise, within the last day of each calendar month (which may be by electronic means), on or before the last day of each calendar month (which may be by electronic means), in which the Merchandise is sold, lost and damaged within 5 days after receipt or the Sales Report. Consignee shall not, without the prior written consent of Consignor, assign, subcontract or otherwise delegate its obligations under the Agreement at any time. In the event of any default by Consignee under the Agreement, Consignor shall have the right to take such action as it may deem necessary to protect its interest in the Merchandise not returned, whether by deed or other law, shall not supersede or affect the rights of any lender or other party having a perfected security interest in the Merchandise or any other defect in any interests or liens in connection herewith. Consignor shall have title to the Merchandise at all times and shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of any security interest granted to Consignor or granted in connection herewith or contemplated hereunder. Nothing in this Agreement or any order, memo form, invoice, correspondence or other document shall be construed to pass title to Merchandise to Consignee under any circumstances unless and until Consignee reports to Consignor. 6) Severability; Assignment; Counterparts. Consignee shall list all sales, returns, and lost or damaged Merchandise, within the last day of each calendar month (which may be by electronic means), on or before the last day of each calendar month (which may be by electronic means), in which the Merchandise is sold, lost and damaged within 5 days after receipt or the Sales Report. Consignee shall not, without the prior written consent of Consignor, assign, subcontract or otherwise delegate its obligations under the Agreement at any time. In the event of any default by Consignee under the Agreement, Consignor shall have the right to take such action as it may deem necessary to protect its interest in the Merchandise not returned, whether by deed or other law, shall not supersede or affect the rights of any lender or other party having a perfected security interest in the Merchandise or any other defect in any interests or liens in connection herewith. Consignor shall have title to the Merchandise at all times and shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of any security interest granted to Consignor or granted in connection herewith or contemplated hereunder. Nothing in this Agreement or any order, memo form, invoice, correspondence or other document shall be construed to pass title to Merchandise to Consignee under any circumstances unless and until Consignee reports to Consignor. 7) Fees. Consignee shall pay all expenses including reasonable attorney's fees and costs incurred by Consignor and its shareholders, directors, officers, employees, agents, independent contractors, and consultants in connection with the Agreement, including but not limited to the preparation, execution, filing, recording, enforcement, and defense of any UCC financing statement and security interest, and the acts or omissions of any of the foregoing parties hereto to be a contemporaneous subsidiary or limited liability company, as well as the reasonable attorney's fees and costs of any business is the location set forth in the Agreement. 8) Force Majeure. Consignee shall indemnify, defend and hold harmless Consignor and its shareholders, directors, officers, employees, agents, independent contractors, and consultants from and/or (b) the acts or omissions of any of the foregoing parties hereto to be a contemporaneous subsidiary or limited liability company, as well as the reasonable attorney's fees and costs of any business is the location set forth in the Agreement. 9) Entire Agreement. This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, understandings, and negotiations between the parties. 10) Assignment. This Agreement shall be binding upon and enforceable by the party to be assigned hereof or exercise any rights hereunder and shall not be assigned, sold, or otherwise disposed of in whole or in part without the prior written consent of Consignor. 11) Failure To Make Payment. Failure to make timely payment to SimplexDiam for any amount due shall constitute a default by Consignee and shall 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 : 3/14/2023
 Tracking Number : 1Z0173YV0109044798
 Confirmation Number : 0C20AE76
 Reference Number : 10026953
 Customer Reference Number : 10026953

Ship From
 ALPA SHETH
 SDX
 50W 47TH STREET
 STE 2011
 NEW YORK, NY 10036, US
 ** Rerouted shipment.

Ship To
 TESSA
 ALABAMA WHOLESALE D INC
 1820 TIN VALLEY CIRCLE
 BIRMINGHAM, AL 35235, US

* Saturday Pickup : No
 * Saturday Delivery : No
 * COD Services : No
 * Adult Signature : No
 * Residential Delivery : No
 * Schedule Pickup : No
 * Pickup Date :
 * Direct Delivery Only : No
 * Direct Signature : No
 Service Type : Next Day Air
 Package Type : EXPRESS BOX
 Weight : 1.00 lbs
 Insured Value : 1,000.00 USD
 Est. Ship & Ins Cost: \$28.04
 Est. Optional Charges: \$4.69
 Total Estimated Cost: \$32.73

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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