

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) Consignment; Title; UCC Interest. The parties agree that this Agreement creates a true consignment and that all

merchandise. If, notwithstanding the Merchandise or proceeds other than Merchandise and all additions, replacement or repairs, such financing shall immediately vest in and belong to Consignor's available funds. Consignee shall keep such Merchandise in its possession and may be conveyed to Consignor or which Consignor's ownership of the Merchandise obligations owing to Consignor, the right to the Merchandise at all times and Consignee, the validity, perfection, priority, connection herewith or contemplated hereunder, order, memo form, invoice, correspondence under any circumstances unless and until Consignee shall provide Consignor with

shall list all sales, returns, and lost or damaged after receipt or the Sales Report. Consignee shall request or any termination, all Merchandise previously sold, lost or damaged, within 5 days shall become immediately due and payable to Consignor's possession of and remove the Merchandise. 5) Other Covenants; Representations. Consignee shall provide Consignor with a list of all other encumbrance (each a "Lien") in or on any such Lien. Consignee may sell the Merchandise in bulk or in any other manner, of any Merchandise security interest or similar condition shall be cash exchange and not the payment for any such Merchandise applicable, duly organized under the laws of the State of New York. CONSIGNOR'S IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE. Consignor and its shareholders, directors, officers, agents and employees, at its expense (including, without limitation, legal fees and costs) shall pay all expenses including, without limitation, the cost of defending and settling any claims, rights and remedies with respect to the Merchandise. The language used in this Agreement is chosen by the parties and shall be the final and entire understanding with respect to the Merchandise. No modification, waiver or amendment 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. This Agreement is an original and all of which taken together shall constitute the entire agreement between the parties. **AS IS, WHERE IS BASIS. ALL ITEMS FOR SALE ARE FROM MULTIPLE SOURCES AND HAVE NOT BEEN TESTED. IF ANY ITEMS ARE FOUND TO BE SYNTHETIC, SimplexDiam may charge the customer for items/labels/tags/Invoices are in carats and weight. The weight for each weight listed is as follows: 1.00 or 1 ct = 0.95 up, 0.75 or 3/4 = .70 up, .50 or 1/2 = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or 1/4 = .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.**

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 3/14/2023
 Tracking Number : 1Z0173YV0237514681
 Confirmation Number : 532B2EA9
 Reference Number : 10026955
 Customer Reference Number : 10026955

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

Ship To
 GENE SMITH
 LOVE'S J INC
 2111 MANCHESTER EXP #3
 COLUMBUS, GA 31904, 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 : 2nd Day Air
 Package Type : EXPRESS BOX
 Weight : 1.00 lbs
Insured Value : 950.00 USD

Est. Ship & Ins Cost: \$15.37
 Est. Optional Charges: \$2.46
 Total Estimated Cost: \$17.83

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

and not the purchase and sale of merchandise. Consignee has any right, title or interest in the Merchandise or security interest in the Merchandise. Consignee authorizes filing of, and shall sign and execute, a UCC financing statement in the name of Consignor. Consignee authorizes Consignor to accept the Merchandise proceeds shall be received by Consignor in immediately upon the security interest that Consignee or other law, shall not supersede or affect the security interest or any other defect in any interests or obligations hereunder. Consignor shall have title to the Merchandise. Consignor shall not contest, or assist any party in contesting, the validity, perfection, priority, connection herewith or contemplated hereunder, order, memo form, invoice, correspondence under any circumstances unless and until Consignee shall provide Consignor with a list of all other encumbrance (each a "Lien") in or on any such Lien. Consignee may sell the Merchandise in bulk or in any other manner, of any Merchandise security interest or similar condition shall be cash exchange and not the payment for any such Merchandise applicable, duly organized under the laws of the State of New York. CONSIGNOR'S IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE. Consignor and its shareholders, directors, officers, agents and employees, at its expense (including, without limitation, legal fees and costs) shall pay all expenses including, without limitation, the cost of defending and settling any claims, rights and remedies with respect to the Merchandise. The language used in this Agreement is chosen by the parties and shall be the final and entire understanding with respect to the Merchandise. No modification, waiver or amendment 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. This Agreement is an original and all of which taken together shall constitute the entire agreement between the parties. **AS IS, WHERE IS BASIS. ALL ITEMS FOR SALE ARE FROM MULTIPLE SOURCES AND HAVE NOT BEEN TESTED. IF ANY ITEMS ARE FOUND TO BE SYNTHETIC, SimplexDiam may charge the customer for items/labels/tags/Invoices are in carats and weight. The weight for each weight listed is as follows: 1.00 or 1 ct = 0.95 up, 0.75 or 3/4 = .70 up, .50 or 1/2 = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or 1/4 = .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

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