

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 Consignor does not own the merchandise. If, notwithstanding the above, Consignee receives any proceeds from the sale of Merchandise or proceeds other than the proceeds from the sale of Merchandise and all additions, replacements and repairs, Consignee shall deliver to Consignor, such financing shall be provided by Consignee, and all such financing shall immediately vest in and belong to Consignor from the date of such financing from any available funds. Consignee shall keep the Merchandise insured and shall not be responsible to Consignor or will not be responsible to Consignor for any loss or damage to the Merchandise or for any obligations owing to Consignor, the return of the Merchandise at all times and shall not be responsible to Consignor for contesting, the validity, perfection, priority or enforcement of any lien in connection herewith or contemplated order, memo form, invoice, correspondence or other document. Consignee shall provide Consignor with a copy of all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignee shall not be responsible for such request or any termination, all Merchandise previously sold, lost or damaged, without such request shall become immediately due and payable to Consignor upon possession of and remove the Merchandise from the premises.

5) Other Covenants; Representations. Consignee warrants that the Merchandise is free of any other encumbrance (each a "Lien") in addition to any such Lien. Consignee may sell the Merchandise in bulk or in any other manner, of any Merchandise, money security interest or similar concept, cash exchange and not the payment from Consignee, applicable, duly organized under the laws of any state, and in accordance with the preamble to this Agreement. CONSIGNOR MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE BY Consignor and its shareholders, directors, officers, agents, employees, independent contractors, expense (including, without limitation, the cost of shipping, handling, and insurance), Consignee or any of Consignee's affiliates. Consignee shall pay all expenses including shipping, handling, and insurance. The language used in this Agreement shall constitute the final and entire understanding between the parties and shall be charged with such modification, waiver or amendment hereunder shall not affect the right of the parties and shall be construed and limited without the prior written approval of Consignor. An original and all of which taken together shall constitute the entire agreement. **AN AS IS, WHERE IS BASIS. ALL ITEMS ARE FROM MULTIPLE SOURCES AND HAVE NO IDENTIFICATION. IF ANY ITEMS ARE FOUND TO BE SYNTHETIC, SimplexDiam items/labels/tags/Invoices are in care of Consignor.**

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 3/14/2023
Tracking Number : 1Z0173YV0209363389
Confirmation Number : 29494862
Reference Number : 10026982
Customer Reference Number : 10026982

Ship From
ALPA SHETH
SDX
50W 47TH STREET
STE 2011
NEW YORK, NY 10036, US
****Rerouted shipment.**
Ship To
MANDY
NANCY & COMPANY
113 WEST WASHINGTON ST
DEMOPOLIS, AL 36732, 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 : 1,000.00 USD
Est. Ship & Ins Cost: \$15.46
Est. Optional Charges: \$2.46
Total Estimated Cost: \$17.92

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. BRD RF2 1122

are found to be synthetic, SimplexDiam items/labels/tags/Invoices are in care of Consignor. 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, N 10017
USA Tel: 312-419-4115 - Fax: 212-626-1276
Account Number: 8608095400
Routing Number: 026002794
SWIFT Code: LUMIUS3N

nts and not the purchase and sale of
gnee has any right, title or interest in the
e authorizes filing of, and shall sign and
me. Title to Merchandise proceeds shall
received by Consignor in immediately
g the foregoing, the security interest that
de or other law, shall not supersede or affect
der or any other defect in any interests or
nection herewith. Consignor shall have title
ree shall not contest, or assist any party in
est granted to Consignor or granted in
ceeds. Nothing in this Agreement or any
ed to pass title to Merchandise to Consignee
efor. 4) Reporting; Payment; Inspection.
The last day of each calendar month (which
dise sold, lost and damaged within 5 days
he Agreement at any time. In the event of
Merchandise not returned, whether
ng indebtedness of Consignee to Consignor
y law and equity, the absolute right to take
onsignee's books and records at any time.
rest, security interest, lien, attachment or
such Lien, and will take all action to remove
Agreement, no other sales of Merchandise,
rd party on consignment, credit, purchase
re parties hereto to be a contemporaneous
orporation or limited liability company, as
of business is the location set forth in the
INCLUDING, WITHOUT LIMITATION,
ndemnify, defend and hold harmless
bility, obligation, claim, allegation, or
ion and/or (b) the acts or omissions of
employees, vendors or contractors. 7) Fees.
n with the enforcement of Consignor's
er; Severability; Assignment; Counterparts.
nst either party. This Agreement sets
t in writing signed by the party to be
on hereof or exercise any rights
d invalid or unenforceable, such invalidity
on of this Agreement and any such
reement is not assignable by Consignee
ctronic signature, each of which shall be
OUT MERCHANDISE SHALL BE SOLD ON
red are natural. However the diamonds
that any diamond in a lot of diamonds
is stamped on the