

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 insurance proceeds, and Consignee shall be deemed to have assigned to Consignor, such financing statements and other documents, and all rights and interests therein, which immediately vest in and belong to Consignor, and the proceeds thereof shall be held in available funds. Consignee shall not be permitted to assign or otherwise dispose of such Merchandise or proceeds, and Consignor may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect the rights and priority set forth herein shall govern the consignment and transactions hereunder or any other defect in any interests or connection herewith. Consignor shall have title to Merchandise and shall sign and endorse all documents and instruments in connection herewith. Consignee shall not contest, or assist any party in contesting, the validity, perfection or priority of enforceability of the ownership, interest or proceeds granted to Consignor or granted in connection herewith or contemplated by this Agreement or any other instrument. Nothing in this Agreement or any other instrument shall be construed to pass title to Merchandise to Consignee under any circumstances unless a written instrument is executed by Consignee herefor. 4) Reporting; Payment; Inspection. Consignee shall list all sales, returns, and losses of Merchandise sold, lost and damaged within 5 days after receipt or the Sales Report. Consignee shall provide Consignor with a written report of all Merchandise sold, lost and damaged within 5 days after receipt or the Sales Report. In the event of any loss or damage to Merchandise not returned, whether by law and equity, the absolute right to take possession of and remove the Merchandise from Consignee's books and records at any time. Consignee shall be deemed to have assigned to Consignor, such financing statements and other documents, and all rights and interests therein, which immediately vest in and belong to Consignor, and the proceeds thereof shall be held in available funds. 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Nothing in this Agreement or any other instrument shall be construed to pass title to Merchandise to Consignee under any circumstances unless a written instrument is executed by Consignee herefor. 5) Other Covenants; Representation and Warranty. Consignee shall be deemed to have assigned to Consignor, such financing statements and other documents, and all rights and interests therein, which immediately vest in and belong to Consignor, and the proceeds thereof shall be held in available funds. Consignee shall not be permitted to assign or otherwise dispose of such Merchandise or proceeds, and Consignor may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect the rights and priority set forth herein shall govern the consignment and transactions hereunder or any other defect in any interests or connection herewith. 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Consignee shall pay all expenses incurred in connection with the enforcement of Consignor's rights and remedies with respect to the Merchandise, including, without limitation, attorney's fees, court costs, and other expenses. 8) Severability; Assignment; Counterparts. This Agreement sets forth the final and entire understanding of the parties hereto and shall be construed and limited to the intent of the parties hereto. 9) 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 : 3/13/2023  
 Tracking Number : 1Z0173YV0211847012  
 Confirmation Number : BE43E460  
 Reference Number : 10026992  
 Customer Reference Number : 10026992

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<b>Ship From</b>	* 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
<b>**Rerouted shipment.</b>	* Pickup Date :	
<b>Ship To</b>	* Direct Delivery Only :	No
ERIC ROSENBLATT	* Direct Signature :	No
MARSHALL'S J	Service Type :	2nd Day Air
106 NORTH THIRD ST	Package Type :	EXPRESS BOX
BARDESTOWN, KY 40004, US	Weight :	1.00 lbs
	<b>Insured Value : 1,000.00 USD</b>	
	Est. Ship & Ins Cost :	\$15.46
	Est. Optional Charges :	\$2.32
	<b>Total Estimated Cost :</b>	<b>\$17.78</b>

**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