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 s 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 part 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 therefrom. Consignee authorizes filing of, and shall sign and deliver to Consignor, such financing statements ar immediately vest in and belong to Consignor upo available funds. Consignee shall keep all Mercha may be conveyed to Consignor or which Consignc Consignor's ownership of the Merchandise. Notv obligations owing to Consignor, the rights and pr to the Merchandise at all times and Consignor m contesting, the validity, perfection, priority or enf connection herewith or contemplated hereby in f order, memo form, invoice, correspondence, or ot under any circumstances unless and until Consig Consignee shall provide Consignor with monthly shall list all sales, returns, and lost or damaged after receipt or the Sales Report. Consignor ma such request or any termination, all Merchandis previously sold, lost or damaged, within 5 busir shall become immediately due and payable. Cc possession of and remove the Merchandise wi 5) Other Covenants; Representations. Consign other encumbrance (each a "Lien") in or on any any such Lien. Consignee may sell the Merchar bulk or in any other manner, of any Merchandis money security interest or similar conditions. A cash exchange and not the payment for an ant applicable, duly organized under the laws of th preamble to this Agreement. CONSIGNOR MA IMPLIED WARRANTIES OF MERCHANTABILITY (Consignor and its shareholders, directors, offic expense (including, without limitation, legal' fe Consignee or any of Consignee's affiliates, dir Consignee shall pay all expenses including, w rights and remedies with respect to the Mercl The language used in this Agreement is chose forth the final and entire understanding with charged with such modification, waiver or am hereunder shall not affect the right of such pa or unenforceability shall attach only to such p provision shall be construed and limited to th without the prior written approval of Consigr an original and all of which taken together sl AN AS IS, WHERE IS BASIS. ALL ITEMS FOR R are from multiple sources and have not beer are found to be synthetic, SimplexDiam may items/labels/tags/Invoices are in carats an up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, weights on closeout merchandise – they are to SimplexDiam in writing within five (5) day amounts will result in a monthly late payment interest charge of the greater of 18% of the maximum amount permitted ... ged 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 : 3/21/2023
Tracking Number : 1Z0173YV0213518954
Confirmation Number : 7AF9E4B3
Reference Number : 10027009
Customer Reference Number : 10027009

Ship From

ALPA SHETH
SDX
50W 47TH STREET
STE 2011
NEW YORK, NY 10036, US

Ship To

ANDY MARTHALER
MARTHALER INC.
3578 HENDERSONVILLE RD.
FLETCHER, NC 28732, US

* Saturday Pickup :	No
* Saturday Delivery :	No
* COD Services :	No
* Adult Signature :	No
* Residential Delivery :	No
* Schedule Pickup :	No
* Pickup Date :	
****Rerouted shipment.**	
* 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:	$15.26
Est. Optional Charges:	$2.42
Total Estimated Cost:	$17.68

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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