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 los 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 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 and other documents as Consignor may reasonably request from time to time. Title to Merchandise proceeds shall immediately vest in and belong to Consignor upon sale until the cost charged to Consignee for such Merchandise has been received by Consignor in immediately available funds. Consignee shall keep all Merchandise and proceeds separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that may be conveyed to Consignor or which Consignor may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect fact any of its interests horounder or any other defect in any interests or

ection herewith. Consignor shall have title

shall not contest, or assist any party in granted to Consignor or granted in

eds. Nothing in this Agreement or any

or. 4) Reporting; Payment; Inspection. ast day of each calendar month (which

rchandise not returned, whether

to pass title to Merchandise to Consignee

se sold, lost and damaged within 5 days

Agreement at any time. In the event of

indebtedness of Consignee to Consignor

aw and equity, the absolute right to take

isignee's books and records at any time.

ch Lien, and will take all action to remove preement, no other sales of Merchandise,

d party on consignment, credit, purchase

poration or limited liability company, as

INCLUDING, WITHOUT LIMITATION,

demnify, defend and hold harmless

ility, obligation, claim, allegation, or

on and/or (b) the acts or omissions of

n with the enforcement of Consignor's

inst either party. This Agreement sets

t in writing signed by the party to be

ion hereof or exercise any rights

ion of this Agreement and any such

mployees, vendors or contractors. 7) Fees.

er; Severability; Assignment; Counterparts.

d invalid or unenforceable, such invalidity

greement is not assignable by Consignee

ectronic signature, each of which shall be

EOUT MERCHANDISE SHALL BE SOLD ON

vered are natural. However the diamonds

 $0.95 \text{ up}, 0.75 \text{ or } \frac{3}{4} = .70 \text{ up}, .50 \text{ or } \frac{1}{2} = .45$ 

e or terms must be reported by Consignee

charged under applicable law. 12) <u>Choice</u> eference to its rules as to conflicts of law).

sed on forum non conveniens or any other

reement in any jurisdiction other than New

that any diamond in a lot of diamonds

are not responsible for the estimated

iely payment to SimplexDiam for any

ts stamped on the

of business is the location set forth in the

e parties hereto to be a contemporaneous

est, security interest, lien, attachment or

Consignor's ownership of the Merchandi obligations owing to Consignor, the righ to the Merchandise at all times and Cor contesting, the validity, perfection, prior connection herewith or contemplated he order, memo form, invoice, corresponde under any circumstances unless and un Consignee shall provide Consignor with shall list all sales, returns, and lost or d after receipt or the Sales Report. Consi such request or any termination, all Me previously sold, lost or damaged, withi shall become immediately due and pay possession of and remove the Merchai 5) Other Covenants; Representations. other encumbrance (each a "Lien") in o any such Lien. Consignee may sell the bulk or in any other manner, of any Me money security interest or similar cond cash exchange and not the payment fo applicable, duly organized under the la preamble to this Agreement. CONSIGN IMPLIED WARRANTIES OF MERCHANTA Consignor and its shareholders, directo expense (including, without limitation, Consignee or any of Consignee's affilia Consignee shall pay all expenses include rights and remedies with respect to the The language used in this Agreement forth the final and entire understandin charged with such modification, waive hereunder shall not affect the right of ! or unenforceability shall attach only to provision shall be construed and limite without the prior written approval of C an original and all of which taken toge AN AS IS. WHERE IS BASIS, ALL ITEMS are from multiple sources and have no are found to be synthetic, SimplexDiar items/labels/tags/Invoices are in car up, .40 or 3/8 = .37 up, .33 or 1/3 = .2 weights on closeout merchandise - the to SimplexDiam in writing within five ( amounts will result in a monthly late p of Law; Jurisdiction. This Agreement s Consignee irrevocably submits to the objection to venue. Consignee waives

## Shipment Details - Confidential Information. Not For FedEx

Transaction Date: 3/22/2023
Tracking Number: 396087892352
Confirmation Number: C18EB333
Reference Number: 10027011

Customer Reference Number: 10027011

Ship From \* Saturday Pickup: No ALPA SHETH \* Saturday Delivery: No \* COD Services: No 50W 47TH STREET \* Adult Signature: No STE 2011 \* Residential Delivery : No NEW YORK, NY 10036, US \* Schedule Pickup: No \*\*Rerouted shipment. \* Pickup Date: Ship To \* Hold at Location: No ADRIAN VAN SPRANG \* Direct Delivery Only: No

REBECCA'S J SOUTHPORT \* Direct Signature : No

319 LORD STREET Service Type : International Priority

SOUTHPORT MERSEYSIDE Package Type : MEDIUM FEDEX BOX

Merseyside, PR81NH, GB Weight : 1.00 lbs

Insured Value : 9,600.00 USD

Est. Ship & Ins Cost: \$103.37 Est. Optional Charges: \$12.73 Total Estimated Cost: \$116.10

SER MOINE ON REPRESE regarding UPS Terms, and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control customs purposes. If exported from the US in accordance with the Export Administra Regulations. Diversion contary to be by prohibited.

Regulations. Diversion contary to be by prohibited.

REGULATED TO SERVICE OF THE PROPERTY OF THE PROPERTY

York County, State of New York. The parties waive personal service or any 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