

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 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 Consignor's ownership of the Merchandise or any other defect in any interests or obligations owing to Consignor, the right to the Merchandise at all times and Contending, the validity, perfection, priority or connection herewith or contemplated hereunder in any order, memo form, invoice, correspondence or any other circumstance unless and until Consignee shall provide Consignor with a list of sales, returns, and lost or damaged merchandise after receipt or the Sales Report. Consignee shall provide Consignor with such request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days after receipt of such Merchandise shall become immediately due and payable to Consignor and Consignee shall have the right to take possession of and remove the Merchandise from the premises of Consignee.

5) Other Covenants; Representations. Consignee shall provide Consignor with a list of sales, returns, and lost or damaged merchandise after receipt or the Sales Report. Consignee shall provide Consignor with such request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days after receipt of such Merchandise shall become immediately due and payable to Consignor and Consignee shall have the right to take possession of and remove the Merchandise from the premises of Consignee. Consignee shall provide Consignor with a list of sales, returns, and lost or damaged merchandise after receipt or the Sales Report. Consignee shall provide Consignor with such request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days after receipt of such Merchandise shall become immediately due and payable to Consignor and Consignee shall have the right to take possession of and remove the Merchandise from the premises of Consignee. Consignee shall provide Consignor with a list of sales, returns, and lost or damaged merchandise after receipt or the Sales Report. Consignee shall provide Consignor with such request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days after receipt of such Merchandise shall become immediately due and payable to Consignor and Consignee shall have the right to take possession of and remove the Merchandise from the premises of Consignee. Consignee shall provide Consignor with a list of sales, returns, and lost or damaged merchandise after receipt or the Sales Report. Consignee shall provide Consignor with such request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days after receipt of such Merchandise shall become immediately due and payable to Consignor and Consignee shall have the right to take possession of and remove the Merchandise from the premises of Consignee.

Choice of Law; Jurisdiction. This Agreement is governed by the laws of the State of New York. Consignee irrevocably submits to the jurisdiction of the courts of the State of New York for the resolution of any dispute arising out of or in connection with this Agreement.

**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**  
 ALPA SHETH  
 SDX  
 50W 47TH STREET  
 STE 2011  
 NEW YORK, NY 10036, US  
**\*\*Rerouted shipment.**  
**Ship To**  
 ADRIAN VAN SPRANG  
 REBECCA'S J SOUTHPORT  
 319 LORD STREET  
 SOUTHPORT MERSEYSIDE  
 Merseyside, PR81NH, GB

\* Saturday Pickup : No  
 \* Saturday Delivery : No  
 \* COD Services : No  
 \* Adult Signature : No  
 \* Residential Delivery : No  
 \* Schedule Pickup : No  
 \* Pickup Date :  
 \* Hold at Location : No  
 \* Direct Delivery Only : No  
 \* Direct Signature : No  
 Service Type : International Priority  
 Package Type : MEDIUM FEDEX BOX  
 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

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. **RKD RZ 1122**

or any other defect in any interests or obligations owing to Consignor, the right to the Merchandise at all times and Contending, the validity, perfection, priority or connection herewith or contemplated hereunder in any order, memo form, invoice, correspondence or any other circumstance unless and until Consignee shall provide Consignor with a list of sales, returns, and lost or damaged merchandise after receipt or the Sales Report. Consignee shall provide Consignor with such request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days after receipt of such Merchandise shall become immediately due and payable to Consignor and Consignee shall have the right to take possession of and remove the Merchandise from the premises of Consignee. Consignee shall provide Consignor with a list of sales, returns, and lost or damaged merchandise after receipt or the Sales Report. Consignee shall provide Consignor with such request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days after receipt of such Merchandise shall become immediately due and payable to Consignor and Consignee shall have the right to take possession of and remove the Merchandise from the premises of Consignee. Consignee shall provide Consignor with a list of sales, returns, and lost or damaged merchandise after receipt or the Sales Report. Consignee shall provide Consignor with such request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days after receipt of such Merchandise shall become immediately due and payable to Consignor and Consignee shall have the right to take possession of and remove the Merchandise from the premises of Consignee. Consignee shall provide Consignor with a list of sales, returns, and lost or damaged merchandise after receipt or the Sales Report. Consignee shall provide Consignor with such request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days after receipt of such Merchandise shall become immediately due and payable to Consignor and Consignee shall have the right to take possession of and remove the Merchandise from the premises of Consignee.

**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