

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 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 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 not

may be conveyed to Consignor or Consignor's ownership of the Merchandise shall be subject to the obligations owing to Consignor, title to the Merchandise at all times a contesting, the validity, perfection of connection herewith or contemplated order, memo form, invoice, correspondence under any circumstances unless a Consignee shall provide Consignor shall list all sales, returns, and losses after receipt or the Sales Report. such request or any termination, previously sold, lost or damaged shall become immediately due and possession of and remove the Merchandise. 5) Other Covenants; Representations; other encumbrance (each a "Lien") any such Lien. Consignee may sell in bulk or in any other manner, of any money security interest or similar cash exchange and not the payment applicable, duly organized under the preamble to this Agreement. COGNITIVE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSES OF Consignor and its shareholders, consistent with the expense (including, without limitation, the cost of Consignee or any of Consignee's Consignee shall pay all expenses and remedies with respect to the language used in this Agreement. The language used in this Agreement shall be final and entire and shall not be modified, amended or otherwise changed with such modification, variations hereunder shall not affect the right or unenforceability shall attach or provision shall be construed and without the prior written approval of an original and all of which taken from multiple sources and have are found to be synthetic. Simplex items/labels/tags/Invoices are in up, .40 or 3/8 = .37 up, .33 or 1/2 weights on closeout merchandise to SimplexDiam in writing within amounts will result in a monthly loss of Law; Jurisdiction. This Agreement 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 : 3/28/2023  
 Tracking Number : 1Z0173YV0233414724  
 Confirmation Number : 7E44C711  
 Reference Number : 10027060  
 Customer Reference Number : 10027060

**Ship From**  
 ALPA SHETH  
 SDX  
 50W 47TH STREET  
 STE 2011  
 NEW YORK, NY 10036, US  
 \*\* Rerouted shipment.

**Ship To**  
 JEANA -  
 TENA'S JEWELRY-GA  
 6 SOUTH OLIVER STREET  
 ELBERTON, GA 30635, 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: \$2.18  
 Total Estimated Cost: \$17.64

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. RRD RZ 1122

including the foregoing, the security interest that Code or other law, shall not supersede or affect under or any other defect in any interests or connection herewith. Consignor shall have title Consignee shall not contest, or assist any party in interest granted to Consignor or granted in r proceeds. Nothing in this Agreement or any emed to pass title to Merchandise to Consignee herefor. 4) Reporting; Payment; Inspection. r the last day of each calendar month (which handise sold, lost and damaged within 5 days ite the Agreement at any time. In the event of all Merchandise not returned, whether nding indebtedness of Consignee to Consignor d by law and equity, the absolute right to take nd Consignee's books and records at any time. i interest, security interest, lien, attachment or any such Lien, and will take all action to remove his Agreement, no other sales of Merchandise, y third party on consignment, credit, purchase by the parties hereto to be a contemporaneous a corporation or limited liability company, as place of business is the location set forth in the IDISE INCLUDING, WITHOUT LIMITATION, will indemnify, defend and hold harmless s, liability, obligation, claim, allegation, or ligation and/or (b) the acts or omissions of ves, employees, vendors or contractors. 7) Fees. rection with the enforcement of Consignor's Waiver; Severability; Assignment; Counterparts. J against either party. This Agreement sets except in writing signed by the party to be rovision hereof or exercise any rights e held invalid or unenforceable, such invalidity rovision of this Agreement and any such his Agreement is not assignable by Consignee f or electronic signature, each of which shall be CLOSEOUT MERCHANDISE SHALL BE SOLD ON r delivered are natural. However the diamonds event that any diamond in a lot of diamonds weights stamped on the 1 ct = 0.95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 We are not responsible for the estimated t, price or terms must be reported by Consignee ce timely payment to SimplexDiam for any to be charged under applicable law. 12) Choice out reference to its rules as to conflicts of law).

**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