TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jew 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 otl 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 tin 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. Consigne 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 an 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 an 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 pa 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 th 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 izes filing of, and shall sign and deliver to Consignor, such financing statemer to Merchandise proceeds shall immediately vest in and belong to Consignor d by Consignor in immediately available funds. Consignee shall keep all Me regoing, the security interest tha may be conveyed to Consignor or which Cons her law, shall not supersede or a Consignor's ownership of the Merchandise. ny other defect in any interests o obligations owing to Consignor, the rights ar herewith. Consignor shall have t to the Merchandise at all times and Consign not contest, or assist any party i contesting, the validity, perfection, priority or ted to Consignor or granted in connection herewith or contemplated hereby Nothing in this Agreement or any order, memo form, invoice, correspondence, c ss title to Merchandise to Consign under any circumstances unless and until Cor Reporting; Payment; Inspection. Consignee shall provide Consignor with mon ay of each calendar month (which shall list all sales, returns, and lost or damag d, lost and damaged within 5 days after receipt or the Sales Report. Consignor ement at any time. In the event of such request or any termination, all Merchan dise not returned, whether previously sold, lost or damaged, within 5 bu btedness of Consignee to Consignor shall become immediately due and payable. nd equity, the absolute right to take possession of and remove the Merchandise ee's books and records at any time. 5) Other Covenants; Representations. Consi ecurity interest, lien, attachment or other encumbrance (each a "Lien") in or on c n, and will take all action to remove any such Lien. Consignee may sell the Merch ent, no other sales of Merchandise, bulk or in any other manner, of any Merchan y on consignment, credit, purchase money security interest or similar conditions. lies hereto to be a contemporaneous cash exchange and not the payment for an a ion or limited liability company, as applicable, duly organized under the laws of siness is the location set forth in the preamble to this Agreement. CONSIGNOR M DING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY fy, defend and hold harmless Consignor and its shareholders, directors, of bligation, claim, allegation, or expense (including, without limitation, legal' d/or (b) the acts or omissions of Consignee or any of Consignee's affiliates, d ees, vendors or contractors. 7) Fees. Consignee shall pay all expenses including, the enforcement of Consignor's rights and remedies with respect to the Mer erability; Assignment; Counterparts. The language used in this Agreement is chos ther party. This Agreement sets forth the final and entire understanding with riting signed by the party to be charged with such modification, waiver or ar reof or exercise any rights hereunder shall not affect the right of such p lid or unenforceable, such invalidity or unenforceability shall attach only to such p this Agreement and any such provision shall be construed and limited to tl ent is not assignable by Consignee without the prior written approval of Consigi ic signature, each of which shall be an original and all of which taken together s MERCHANDISE SHALL BE SOLD ON AN AS IS, WHERE IS BASIS. ALL ITEMS FOR P are natural. However the diamonds are from multiple sources and have not beer any diamond in a lot of diamonds are found to be synthetic, SimplexDiam may mped on the items/labels/tags/Invoices are in carats an up, 0.75 or ¾ = .70 up, .50 or ½ = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, t responsible for the estimated weights on closeout merchandise – they are erms must be reported by Consignee to SimplexDiam in writing within five (5) days of knowledge of the same. 11) Failure To Make Payment. Failure to make timely payment to SimplexDiam for any amounts will result in a monthly late payment interest charge of the greater of 18% or the maximum amount permitted to be charged 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.

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

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 RF2 1122

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 4/11/2023
Tracking Number : 1Z0173YV0126311369
Confirmation Number : 70806D5D
Reference Number : INV#10027123
Customer Reference Number :

Ship From	* Saturday Pickup :	No
YATI LEI OO	* Saturday Delivery :	No
SIMPLEXDIAM, INC.	* COD Services :	No
50 WEST 47TH STREET, SUI	* Adult Signature :	No
TE 2011	* Residential Delivery :	Yes
New York, NY 10036, US	* Schedule Pickup :	No
****Rerouted shipment.**	* Pickup Date :	
Ship To		
CARA BROWN	* Direct Delivery Only :	No
ELIZABETH LEIGH	* Direct Signature :	No
518 WELLESLEY DR	Service Type :	Next Day Air
HOUSTON, TX 77024, US	Package Type :	EXPRESS BOX
	Weight :	1.00 lbs
	Insured Value :	**1,597.00 USD**