

**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's available funds. Consignee shall keep all Merchandise in the name of Consignor, and the security interest that Consignee acquires in the Merchandise, under the law, shall not supersede or affect Consignor's ownership of the Merchandise. Consignee shall not contest, or assist any party in contesting, the validity, perfection, priority or connection herewith or contemplated hereby. Consignee shall provide Consignor with monthly reports, memo form, invoice, correspondence, or any other circumstances unless and until Consignor requests such reports. Consignor shall list all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignor shall become immediately due and payable. Consignee shall provide Consignor with monthly reports, memo form, invoice, correspondence, or any other circumstances unless and until Consignor requests such reports. Consignor shall list all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignor shall become immediately due and payable. Consignee shall provide Consignor with monthly reports, memo form, invoice, correspondence, or any other circumstances unless and until Consignor requests such reports. Consignor shall list all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignor shall become immediately due and payable.

**5) Other Covenants; Representations.** Consignee shall provide Consignor with monthly reports, memo form, invoice, correspondence, or any other circumstances unless and until Consignor requests such reports. Consignor shall list all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignor shall become immediately due and payable. Consignee shall provide Consignor with monthly reports, memo form, invoice, correspondence, or any other circumstances unless and until Consignor requests such reports. Consignor shall list all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignor shall become immediately due and payable.

**6) Waiver of Lien.** Consignee shall provide Consignor with monthly reports, memo form, invoice, correspondence, or any other circumstances unless and until Consignor requests such reports. Consignor shall list all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignor shall become immediately due and payable. Consignee shall provide Consignor with monthly reports, memo form, invoice, correspondence, or any other circumstances unless and until Consignor requests such reports. Consignor shall list all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignor shall become immediately due and payable.

**7) Fees.** Consignee shall provide Consignor with monthly reports, memo form, invoice, correspondence, or any other circumstances unless and until Consignor requests such reports. Consignor shall list all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignor shall become immediately due and payable. Consignee shall provide Consignor with monthly reports, memo form, invoice, correspondence, or any other circumstances unless and until Consignor requests such reports. Consignor shall list all sales, returns, and lost or damaged Merchandise after receipt or the Sales Report. Consignor shall become immediately due and payable.

**8) 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.

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. sdn  
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**Shipment Details - Confidential Information. Not For UPS**

Transaction Date : 4/13/2023  
Tracking Number : 1Z0173YV0203746299  
Confirmation Number : DDAB777A  
Reference Number : INV#10027128  
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 : No  
New York, NY 10036, US \* Schedule Pickup : No  
**\*\*Rerouted shipment.** \* Pickup Date :  
**Ship To** \* Direct Delivery Only : No  
JUSTIN MIZE \* Direct Signature : No  
G N GUNS  
579-B HWY. 51 NORTH Service Type : 2nd Day Air  
RIDGELAND, MS 39157, US Package Type : EXPRESS BOX  
Weight : 1.00 lbs  
**Insured Value : 1,000.00 USD**

**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