

SimplexDiam, Inc. 50 West 47th Street, Suite 2011 New York NY 10036 (212) 883-0888 Fax: (212) 883-9532 www.simplexdiam.com sales@simplexdiam.com



Invoice #: 10027397 Page #: 1 of 1

Impegno 200 metros plaza deportes San Juan San Ramon Alajuela Costa Rica

200 metros plaza deportes San Juan San Ramon Alajuela Costa Rica

P.O. #: JCK LV 2023	Customer #: 1097		Date: 6/3/2023		Due Date: 6/3/2023		Terms:	
Salesperson:	Phone #:		Ship Via:					

	#	Memo #	Order#	Item #	Size	Description	Quantity	Weight Unit	Price	Amount
	1			M13R4009V0814		14KW 0.10 Ctw Diam Stackable Band	1	Q	\$129.00	\$129.00
	2			M13R2547V0915-010		14KY .10 Ct Twt contour shadow band 19 RD	1	Q	\$189.00	\$189.00
	3			M13R2547V0914-010		14KW .10 Ct Twt contour shadow band 19 RD	1	Q	\$189.00	\$189.00
	4			M13R4009V0815		14KY 0.10 Ctw Diam Stackable Band	1	Q	\$129.00	\$129.00
	5			X14R2305G063	6.5	18KR 0.15 Ctw G, SI1+ Tribute Collection Classic Rezel	1	Q	\$299.00	\$299.00
U	6			M13R2352V0910-SP		Stackable Ring- FOREVERMARK 10KW 0.15 ctw Diam SAPP ROUND WBDM RING	1	Q	\$229.00	\$229.00
	7			M13R2197S0912		10KR 0.2 ctw Diam ROUND , SINGLE CUT WBDM RING	1	Q	\$179.00	\$179.00
	8			M13R2547V0915-025		14KY .25Ct Twt contour shadow band 15 RD	1	Q	\$259.00	\$259.00
	9			X13R2304L009		10KW 3/8 CTW FASHION RING WITH ALL SC5	1	Q	\$199.00	\$199.00
	10			M13R2352V0911-EM		10KY 0.15 ctw Diam Emerald ROUND WBDM RING	1	Q	\$229.00	\$229.00
	11			X12R2303C141		10TT(WG+PG) 1/6 CTW PROMISE RING W/ RDI78,SC5	1	Q	\$149.00	\$149.00
	12			M13R2308V9S914		14KW 0.25 Ctw Diam Band With MQ Dot 2/Rows	1	Q	\$299.00	\$299.00
	13			X12R2303C123		10KW 1/4 CTW RD FASHION RING WITH SC SIZE-6.0	1	Q	\$189.00	\$189.00
	14			M13R2547V0914-025		14KW .25 Ct Twt contour shadow band 15 RD	1	Q	\$259.00	\$259.00
	15			X13R2304H034		14KW 1/4 CTW PROMISE RING W/RD A56 & SC3	1	Q	\$309.00	\$309.00
	16			XM13R2496V0914		14KW 1/3 Ctw Diam band With 3 RD x 0.10	1	Q	\$219.00	\$219.00
	17			M13R2547V0914-010		14KW .10 Ct Twt contour shadow band 19 RD	1	Q	\$189.00	\$189.00
	18			M13R2197S0910		10KW 0.2 ctw Diam ROUND , SINGLE CUT WBDM RING	1	Q	\$179.00	\$179.00

The diamonds herein sold have been purchased from legitimate sources not involved in funding conflict and in compliance with the United Nations resolutions. The seller hereby guarantees that these diamonds are conflict free, based on personal knowledge and/or written guarantees provided by the supplier of these diamonds. All delinquent ounts will be charged 18% pa Interest. All Closeout Merchandise is New or Like New and is SOLD ON AN AS WHERE IS, BASIS. The merchandise described above is subject to all the conditions, terms, and provisions printed on the reverse side of this invoice. Consigned / Deptor and Personally Guaranteed by the Signer.

Other Charges: Shipping:

Subtotal:

\$3,822.00

\$0.00 \$0.00

Grand Total:

\$3,822.00

Signature:

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TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewelry, lewelry 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 sh 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 parti 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. Notwithstanding any failure of Consignor to perfect any of its interests hereunder or any other defect in any interests or obligations owing to Consignor, the rights and priority set forth herein shall govern the consignment and transactions in connection herewith. Consignor shall have title to the Merchandise at all times and Consignor may assert and enforce ownership of the Merchandise at any time. Consignee shall not contest, or assist any party in

contesting, the validity, perf connection herewith or cont order, memo form, invoice, under any circumstances un Consignee shall provide Co shall list all sales, returns, a after receipt or the Sales Re such request or any termina previously sold, lost or dam shall become immediately d possession of and remove t 5) Other Covenants; Repres other encumbrance (each a any such Lien. Consignee m bulk or in any other manner money security interest or s cash exchange and not the applicable, duly organized u preamble to this Agreement VIPLIED WARRANTIES OF M Consignor and its sharehold expense (including, without Consignee or any of Consign Consignee shall pay all expe rights and remedies with res The language used in this Ac forth the final and entire und charged with such modification nereunder shall not affect the or unenforceability shall attac provision shall be construed a without the prior written app an original and all of which to an as is, where is basis, al are from multiple sources and are found to be synthetic, Sim items/labels/tags/Invoices a up, .40 or 3/8 = .37 up, .33 or weights on closeout merchand to SimplexDiam in writing witl amounts will result in a month of Law; Jurisdiction. This Agre Consignee irrevocably submits objection to venue. Consignee York County, State of New Yor thereof may be made by certif party has received notice. 13)

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 6/8/2023

Tracking Number: 1Z0173YV1316177752 Confirmation Number: ADAFCEB5 Reference Number: 10027397

Customer Reference Number: 10027397

Ship From

ALPA SHETH

SDX

50W 47TH STREET

STE 2011

NEW YORK, NY 10036, US

**Rerouted shipment.

Ship To

AIR CARGO USA IMPEGNO COR000087

3028 NW 72 ND AVE

MIAMI, FL 33122, US

* Saturday Pickup:

No

* Saturday Delivery:

No

any interest granted to Consignor or granted in dise or proceeds. Nothing in this Agreement or any

gnee therefor. 4) Reporting; Payment; Inspection.

or for all Merchandise not returned, whether

is after the last day of each calendar month (which Merchandise sold, lost and damaged within 5 days

erminate the Agreement at any time. In the event of

outstanding indebtedness of Consignee to Consignor

rovided by law and equity, the absolute right to take

lise and Consignee's books and records at any time.

ive an interest, security interest, lien, attachment or

zate any such Lien, and will take all action to remove

ed in this Agreement, no other sales of Merchandise,

to any third party on consignment, credit, purchase

med by the parties hereto to be a contemporaneous

t it is a corporation or limited liability company, as

CHANDISE INCLUDING, WITHOUT LIMITATION,

mee will indemnify, defend and hold harmless costs, liability, obligation, claim, allegation, or

ze obligation and/or (b) the acts or omissions of

connection with the enforcement of Consignor's

plied against either party. This Agreement sets

ded except in writing signed by the party to be

iny provision hereof or exercise any rights

ier provision of this Agreement and any such

ntatives, employees, vendors or contractors. 7) Fees.

ent; Waiver; Severability; Assignment; Counterparts.

all be held invalid or unenforceable, such invalidity

e. This Agreement is not assignable by Consignee

, pdf or electronic signature, each of which shall be

AII CLOSEOUT MERCHANDISE SHALL BE SOLD ON

rein delivered are natural. However the diamonds

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

ount, price or terms must be reported by Consignee

ed to be charged under applicable law. 12) Choice

vithout reference to its rules as to conflicts of law).

ection based on forum non conveniens or any other

this Agreement in any jurisdiction other than New

and papers therein and agree that the service or other address thereof of which the sending

AIVE TRIAL BY JURY IN ANY LEGAL ACTION OR

the event that any diamond in a lot of diamonds

es. We are not responsible for the estimated

make timely payment to SimplexDiam for any

ne weights stamped on the

cipal place of business is the location set forth in the

be deemed to pass title to Merchandise to Consignee

* COD Services: * Adult Signature: No No

No * Residential Delivery:

* Schedule Pickup:

* Pickup Date:

* Direct Delivery Only:

* Direct Signature:

No

Service Type:

Next Day Air Saver

Package Type:

EXPRESS BOX

Weight:

1.00 lbs

Insured Value: 2,500.00 USD

Est. Ship & Ins Cost:

\$29,17

Est. Optional Charges:

\$3.48

Total Estimated Cost:

\$32.65

KANY COUNTERCLAIIVIS KELATING TO THIS AGREEMENT.

BANK WIRING INSTRUCTIONS

PROCEEDING RELATING TO THA

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