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 Consignoe'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 la 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 partieagree 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

obligations owing to Consignor, the rights to the Merchandise at all tim contesting, the validity, perfe connection herewith or conter order, memo form, invoice, col under any circumstances unles Consignee shall provide Consi shall list all sales, returns, and after receipt or the Sales Repo such request or any terminatio previously sold, lost or damage shall become immediately due possession of and remove the 5) Other Covenants; Representa other encumbrance (each a "Lie any such Lien. Consignee may s bulk or in any other manner, of a money security interest or simila cash exchange and not the paym applicable, duly organized under preamble to this Agreement. COI IMPLIED WARRANTIES OF MERCH Consignor and its shareholders, d expense (including, without limital Consignee or any of Consignee's a Consignee shall pay all expenses i rights and remedies with respect to The language used in this Agreeme forth the final and entire understan charged with such modification, wa hereunder shall not affect the right or unenforceability shall attach only provision shall be construed and lim without the prior written approval of an original and all of which taken too AN AS IS, WHERE IS BASIS. ALL ITEM! are from multiple sources and have n are found to be synthetic, SimplexDia items/labels/tags/Invoices are in car up, .40 or 3/8 = .37 up, .33 or 1/3 = .2weights on closeout merchandise - the to SimplexDiam in writing within five ( amounts will result in a monthly late pa of Law; Jurisdiction. This Agreement st Consignee irrevocably submits to the el objection to venue. Consignee waives i York County, State of New York. The pa

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 6/19/2023

Consignor's ownership of the Merchandise. Notwithstanding any failure of Con-

Tracking Number: 1Z0173YV0205611019

Confirmation Number: E86FEA78 Reference Number: INV#10027555

Customer Reference Number:

Ship From

SIMPLEXDIAM, INC.

50 WEST 47TH STREET, SUI

TE 2011

YATI LEI OO

New York, NY 10036, US

\*\*Rerouted shipment.

Ship To

MARININ

BARRON'S F. J

1850 SCENIC HIGHWAY STE

Snellville, GA 30078, US

No \* Saturday Pickup : No

\* Saturday Delivery: No \* COD Services :

No \* Adult Signature :

\* Residential Delivery: No No \* Schedule Pickup:

\* Pickup Date:

\* Direct Delivery Only:

\* Direct Signature : 2nd Day Air

Service Type: Package Type: EXPRESS BOX

1.00 lbs Weight:

Insured Value: 1,000.00 USD

hereunder or any other defect in any interests or ns in connection herewith. Consignor shall have title Consignee shall not contest, or assist any party in y interest granted to Consignor or granted in e or proceeds. Nothing in this Agreement or any deemed to pass title to Merchandise to Consignee e therefor. 4) Reporting; Payment; Inspection. ifter the last day of each calendar month (which erchandise sold, lost and damaged within 5 days nate the Agreement at any time. In the event of or all Merchandise not returned, whether tanding indebtedness of Consignee to Consignor ded by law and equity, the absolute right to take and Consignee's books and records at any time. in interest, security interest, lien, attachment or any such Lien, and will take all action to remove this Agreement, no other sales of Merchandise, ny 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 DISE INCLUDING, WITHOUT LIMITATION, vill indemnify, defend and hold harmless liability, obligation, claim, allegation, or igation and/or (b) the acts or omissions of 25, employees, vendors or contractors. 7) Fees. ction with the enforcement of Consignor's aiver; Severability; Assignment; Counterparts. against either party. This Agreement sets cept in writing signed by the party to be vision hereof or exercise any rights neld invalid or unenforceable, such invalidity rision of this Agreement and any such Agreement is not assignable by Consignee electronic signature, each of which shall be SEOUT MERCHANDISE SHALL BE SOLD ON livered are natural. However the diamonds it that any diamond in a lot of diamonds nts stamped on the 0.95 up, 0.75 or % = .70 up, .50 or % = .45are not responsible for the estimated

e or terms must be reported by Consignee

charged under applicable law. 12) Choice

ference to its rules as to conflicts of law).

ed on forum non conveniens or any other

ely payment to SimplexDiam for any

any jurisdiction other than New

ma compraint or other process and papers therein and agree that the service requested, directed to the party at the address set forth herein or other address thereof of which the sending

thereof may be made by certified mail, N 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