

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 be responsible to Consignor for any deductible amount not paid.

agree that this Agreement cre merchandise. If, notwithstanding Merchandise or proceeds other Merchandise and all additions deliver to Consignor, such final immediately vest in and belong available funds. Consignee sh may be conveyed to Consignor Consignor's ownership of the M obligations owing to Consignor to the Merchandise at all times, contesting, the validity, perfect connection herewith or contempor order, memo form, invoice, corre under any circumstances unless Consignee shall provide Consign shall list all sales, returns, and lo after receipt or the Sales Report. such request or any termination, previously sold, lost or damaged shall become immediately due ar possession of and remove the M (5) Other Covenants; Representati other encumbrance (each a "Lien" any such Lien. Consignee may sel bulk or in any other manner, of an money security interest or similar cash exchange and not the payme applicable, duly organized under ti preamble to this Agreement. CON IMPLIED WARRANTIES OF MERCHA Consignor and its shareholders, dir expense (including, without limitati Consignee or any of Consignee's of Consignee shall pay all expenses in rights and remedies with respect to The language used in this Agreeeme forth the final and entire understand charged with such modification, wait hereunder shall not affect the right or unenforceability shall attach only t provision shall be construed and limi without the prior written approval of an original and all of which taken tog AN AS IS, WHERE IS BASIS. ALL ITEMS are from multiple sources and have n are found to be synthetic, SimplexDia items/labels/tags/Invoices are in carats and are approximate. The range for each weight listed is as follows: 1.00 or 1 ct = 0.95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or ¼ = .22 up, .20 or 1/5 = .18 up. Up to 8% less for other size ranges. We are not responsible for the estimated weights on closeout merchandise - they are only our conservative estimates. Discrepancies found in weight, price count, price or terms 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.

SEE NOTICE ON REVERSE regarding UPS Terms, Regulations, Diversion contrary to law is prohibited. Customs purposes. If exported from the US, shipper certifies that the commodity or software were exported from the US in accordance with the Export Administration Regulations and that the commodity or software were not prohibited.

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 6/20/2023
Tracking Number : 1Z0173YV0237586069
Confirmation Number : CD949B0B
Reference Number : 10027556
Customer Reference Number : 10027556

Ship From	* Saturday Pickup :	No
ALPA SHETH	* Saturday Delivery :	No
SDX	* COD Services :	No
50W 47TH STREET	* Adult Signature :	No
STE 2011	* Residential Delivery :	No
NEW YORK, NY 10036, US	* Schedule Pickup :	No
**Rerouted shipment.	* Pickup Date :	
Ship To	* Direct Delivery Only :	No
CHENI SEGAL	* Direct Signature :	No
SEGAL & CO	Service Type :	2nd Day Air
1401 GREENBRIER PKWY	Package Type :	EXPRESS BOX
STE. 1161	Weight :	1.00 lbs
CHESAPEAKE, VA 23320, US	Insured Value : 689.00 USD	
	Est. Ship & Ins Cost:	\$14.70
	Est. Optional Charges:	\$1.84
	Total Estimated Cost:	\$16.54

True Consignment; Title; UCC Interest. The parties agree that the purchase and sale of Merchandise and not the purchase and sale of Consignee has any right, title or interest in the continuing lien on and security interest in the Merchandise. Consignee authorizes filing of, and shall sign and to time. Title to Merchandise proceeds shall have been received by Consignor in immediately and the foregoing, the security interest that Code or other law, shall not supersede or affect hereunder or any other defect in any interests or in connection herewith. Consignor shall have title Consignee shall not contest, or assist any party in interest granted to Consignor or granted in or proceeds. Nothing in this Agreement or any deemed to pass title to Merchandise to Consignee therefor. 4) Reporting; Payment; Inspection. at the last day of each calendar month (which Merchandise sold, lost and damaged within 5 days after the Agreement at any time. In the event of all Merchandise not returned, whether including indebtedness of Consignee to Consignor by law and equity, the absolute right to take and Consignee's books and records at any time. interest, security interest, lien, attachment or any such Lien, and will take all action to remove this Agreement, no other sales of Merchandise, or third party on consignment, credit, purchase by the parties hereto to be a contemporaneous corporation or limited liability company, as a sole officer or director of the business is the location set forth in the ISE INCLUDING, WITHOUT LIMITATION, I'll indemnify, defend and hold harmless liability, obligation, claim, allegation, or action and/or (b) the acts or omissions of s, employees, vendors or contractors. 7) Fees. tion with the enforcement of Consignor's sever; Severability; Assignment; Counterparts. against either party. This Agreement sets forth in writing signed by the party to be provision hereof or exercise any rights held invalid or unenforceable, such invalidity 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 ivered are natural. However the diamonds in the event that any diamond in a lot of diamonds

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