

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 claim or damage. 3) True Consignment; Title; UCC Interest. The parties agree that this Agreement creates a consignment of Merchandise. If, notwithstanding the consignment, Consignee sells, transfers, or otherwise disposes of the Merchandise or proceeds other than the Merchandise and all additions, replacements, or repairs, Consignee shall deliver to Consignor, such financing shall immediately vest in and belong to Consignor's available funds. Consignee shall keep the Merchandise in its possession and control and may be conveyed to Consignor or withheld from Consignor's ownership of the Merchandise. Consignee's obligations owing to Consignor, the Merchandise at all times and in connection herewith or contemplated by this Agreement, order, memo form, invoice, correspondence, or any other document, shall be enforceable under any circumstances unless and only if Consignee shall provide Consignor with a written acknowledgment of such obligations. Consignee shall list all sales, returns, and losses on the Merchandise after receipt or the Sales Report. Consignee shall, upon request or any termination, all Merchandise previously sold, lost or damaged, and shall become immediately due and possession of and remove the Merchandise from the Consignor's possession. 5) Other Covenants; Representations. Consignee shall provide Consignor with a written acknowledgment of any such Lien. Consignee may sell the Merchandise in bulk or in any other manner, of any money security interest or similar interest, cash exchange and not the payment of cash applicable, duly organized under the laws of the State of New York, and shall be subject to the terms and conditions of this Agreement. CONSIGNOR'S IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. Consignor and its shareholders, directors, officers, employees, agents, and representatives shall be responsible for the expense (including, without limitation, the cost of legal fees) of any litigation or arbitration initiated by Consignee or any of Consignee's agents, employees, vendors or contractors. Consignee shall pay all expenses of litigation or arbitration with respect to this Agreement. The language used in this Agreement shall be construed and interpreted without the prior written approval of Consignor and all of which take effect as to the date of the original agreement. AS IS, WHERE IS BASIS. ALL items are from multiple sources and have been found to be synthetic. SimplexDiam may cancel the sale and a full refund will be made. Items/labels/tags/Invoices are in carats and are approximate. The range for each weight listed is as follows: 1.00 or 1 ct = .95 up, .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.

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

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 6/26/2023
Tracking Number : 1Z0173YV0202716224
Confirmation Number : 83CAB2DB
Reference Number : 10027571
Customer Reference Number : 10027571

Ship From

ALPA SHETH
SDX
50W 47TH STREET
STE 2011
NEW YORK, NY 10036, US

****Rerouted shipment.**

Ship To

MCFERRINS J
MCFERRIN'S J
114 EAST COMMERCE ST
GREENVILLE, AL 36037, US

* Saturday Pickup : No
* Saturday Delivery : No
* COD Services : No
* Adult Signature : No
* Residential Delivery : No
* Schedule Pickup : No
* Pickup Date :

* Direct Delivery Only : No
* Direct Signature : No

Service Type : 2nd Day Air
Package Type : EXPRESS BOX
Weight : 1.00 lbs

Insured Value : 189.00 USD

Est. Ship & Ins Cost: \$14.00
Est. Optional Charges: \$1.97
Total Estimated Cost: \$15.97

and not the purchase and sale of the Merchandise. Consignee has any right, title or interest in the Merchandise or proceeds of the sale of the Merchandise, Consignee authorizes filing of, and shall sign and file a UCC-1 financing statement in connection with the sale of the Merchandise. Title to Merchandise proceeds shall be received by Consignor in immediately effecting the foregoing, the security interest that Consignee has in the Merchandise or other law, shall not supersede or affect the security interest of Consignor or any other defect in any interests or claims in connection herewith. Consignor shall have title to the Merchandise and shall not contest, or assist any party in contesting, the validity, perfection, priority or enforceability of the security interest granted to Consignor or granted in connection with the sale of the Merchandise. Nothing in this Agreement or any other document shall be construed to pass title to Merchandise to Consignee or to affect the security interest of Consignor. 4) Reporting; Payment; Inspection. Consignee shall report to Consignor the last day of each calendar month (which shall be the last day of the month in which the Merchandise sold, lost and damaged within 5 days after the date of the Agreement at any time. In the event of a loss or damage to the Merchandise not returned, whether by law and equity, the absolute right to take possession of Consignee's books and records at any time. Consignee's interest, security interest, lien, attachment or other right in the Merchandise, and will take all action to remove the Merchandise from the Consignor's possession, no other sales of Merchandise, or any other party on consignment, credit, purchase or any other party hereto to be a contemporaneous sale of a corporation or limited liability company, as to the location of business is the location set forth in the Agreement. 5) Indemnification. Consignee shall indemnify, defend and hold harmless Consignor, its agents, employees, vendors or contractors, from and against all liability, obligation, claim, allegation, or damage, including, without limitation, the cost of legal fees, litigation and/or (b) the acts or omissions of Consignee, its agents, employees, vendors or contractors. 6) Fees. Consignee shall be responsible for the cost of legal fees, litigation and/or (b) the acts or omissions of Consignee, its agents, employees, vendors or contractors. 7) Severability. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement and any such provision shall be construed and interpreted without the prior written approval of Consignor and all of which take effect as to the date of the original agreement. AS IS, WHERE IS BASIS. ALL items are from multiple sources and have been found to be synthetic. SimplexDiam may cancel the sale and a full refund will be made. Items/labels/tags/Invoices are in carats and are approximate. The range for each weight listed is as follows: 1.00 or 1 ct = .95 up, .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.