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 by insurance in the event of any loss or damage. 3) True Consignment: Title; UCC Interest. The paragree 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, repla deliver to Consignor, such financing immediately vest in and belong to 0 available funds. Consignee shall ke may be conveyed to Consignor or w Consignor's ownership of the Merch obligations owing to Consignor, the to the Merchandise at all times and contesting, the validity, perfection, p connection herewith or contemplated order, memo form, invoice, correspoi under any circumstances unless and Consignee shall provide Consignor u shall list all sales, returns, and lost o after receipt or the Sales Report. Co such request or any termination, all previously sold, lost or damaged, wi shall become immediately due and r possession of and remove the Mercl 5) Other Covenants; Representation other encumbrance (each a "Lien") ir any such Lien. Consignee may sell th bulk or in any other manner, of any money security interest or similar col cash exchange and not the payment applicable, duly organized under the preamble to this Agreement. CONSI MPLIED WARRANTIES OF MERCHAN Consignor and its shareholders, dire expense (including, without limitatio Consignee or any of Consignee's affi Consignee shall pay all expenses inc rights and remedies with respect to 1 The language used in this Agreemer forth the final and entire understand charged with such modification, waiv hereunder shall not affect the right o or unenforceability shall attach only t provision shall be construed and limit 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 tems/labels/tags/Invoices are in ca up, .40 or 3/8 = .37 up, .33 or 1/3 = . weights on closeout merchandise - th

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 6/26/2023

RRD RF2 0323

Tracking Number: 1Z0173YV0208146437

Confirmation Number: 4B991A92 Reference Number: 10027572

Customer Reference Number: 10027572

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

EMILY BROWN TENA'S F. D & J

283 E. CLAYTON STREET

ATHENS, GA 30601, US

\* Direct Delivery Only: No

\* Direct Signature : No

Service Type : 2nd Day Air

**EXPRESS BOX** 

Weight: 1.00 lbs

Package Type :

Insured Value: 159.00 USD

Est. Ship & Ins Cost: \$13.95 Est. Optional Charges: \$1.97

Total Estimated Cost: \$15.92

e authorizes filing of, and shall sign and me. Title to Merchandise proceeds shall received by Consignor in immediately ng the foregoing, the security interest that ide or other law, shall not supersede or affect der or any other defect in any interests or nnection herewith. Consignor shall have title nee shall not contest, or assist any party in est granted to Consignor or granted in oceeds. Nothing in this Agreement or any ed to pass title to Merchandise to Consignee efor. 4) Reporting; Payment; Inspection. ne last day of each calendar month (which idise sold, lost and damaged within 5 days the Agreement at any time. In the event of Merchandise not returned, whether ing indebtedness of Consignee to Consignor by law and equity, the absolute right to take Consignee's books and records at any time. erest, security interest, lien, attachment or such Lien, and will take all action to remove Agreement, no other sales of Merchandise, nird party on consignment, credit, purchase the parties hereto to be a contemporaneous orporation or limited liability company, as e of business is the location set forth in the E INCLUDING, WITHOUT LIMITATION, indemnify, defend and hold harmless ability, obligation, claim, allegation, or ation and/or (b) the acts or omissions of , employees, vendors or contractors. 7) Fees. ion with the enforcement of Consignor's iver; Severability; Assignment; Counterparts. jainst either party. This Agreement sets ept in writing signed by the party to be ision hereof or exercise any rights eld invalid or unenforceable, such invalidity sion 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 nt that any diamond in a lot of diamonds hts stamped on the = 0.95 up, 0.75 or % = .70 up, .50 or % = .45

= 0.95 up, 0.75 or % = .70 up, .50 or ½ = .45 are not responsible for the estimated ice 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