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 part 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 continuing lien on and security interest in the Merchandise or proceeds other than as a consignee, Consignor shall have, and is hereby granted a first

Merchandise and all additions, redeliver to Consignor, such financii immediately vest in and belong t available funds. Consignee shall may be conveyed to Consignor or Consignor's ownership of the Mei obligations owing to Consignor, th to the Merchandise at all times ar contesting, the validity, perfection connection herewith or contempla order, memo form, invoice, correst under any circumstances unless ar Consignee shall provide Consignor shall list all sales, returns, and lost after receipt or the Sales Report. ( such request or any termination, a previously sold, lost or damaged, t shall become immediately due and possession of and remove the Mer 5) Other Covenants; Representation other encumbrance (each a "Lien") any such Lien. Consignee may sell bulk or in any other manner, of any money security interest or similar co cash exchange and not the paymer applicable, duly organized under th preamble to this Agreement. CONS IMPLIED WARRANTIES OF MERCHAN Consignor and its shareholders, dire expense (including, without limitatic Consignee or any of Consignee's aff Consignee shall pay all expenses in rights and remedies with respect to 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 limi without the prior written approval of an original and all of which taken too AN AS IS, WHERE IS BASIS. ALL ITEMS are from multiple sources and have n are found to be synthetic, SimplexDia tems/labels/tags/Invoices are in car up, .40 or 3/8 = .37 up, .33 or 1/3 = .1weights on closeout merchandise - th

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 6/27/2023

Tracking Number: 1Z0173YV0230047083

Confirmation Number: C05D1506 Reference Number: 10027574

Customer Reference Number: 10027574

No \* Saturday Pickup : Ship From No \* Saturday Delivery: ALPA SHETH \* COD Services: No SDX No \* Adult Signature: 50W 47TH STREET No \* Residential Delivery: STE 2011 \* Schedule Pickup: No NEW YORK, NY 10036, US

\*\*Rerouted shipment.

Ship To

JOHN FALOTICO CENTRAL J.

301 S. MAIN STREET TIFTON, GA 31794, US \* Direct Delivery Only: No

\* Pickup Date:

\* Direct Signature: No 2nd Day Air Service Type:

EXPRESS BOX Package Type:

1.00 lbs Weight:

Insured Value: 369.00 USD

\$14.32 Est. Ship & Ins Cost: \$1.97 Est. Optional Charges:

\$16.29 Total Estimated Cost:

inee authorizes filing of, and shall sign and time. Title to Merchandise proceeds shall en received by Consignor in immediately ding the foregoing, the security interest that Code or other law, shall not supersede or affect under or any other defect in any interests or connection herewith. Consignor shall have title ignee shall not contest, or assist any party in erest granted to Consignor or granted in proceeds. Nothing in this Agreement or any med to pass title to Merchandise to Consignee ierefor. 4) Reporting; Payment; Inspection. the last day of each calendar month (which andise sold, lost and damaged within 5 days e the Agreement at any time. In the event of Il Merchandise not returned, whether ding indebtedness of Consignee to Consignor I by law and equity, the absolute right to take 1 Consignee's books and records at any time. nterest, security interest, lien, attachment or y such Lien, and will take all action to remove s Agreement, no other sales of Merchandise. third party on consignment, credit, purchase , the parties hereto to be a contemporaneous corporation or limited liability company, as ace of business is the location set forth in the SE INCLUDING, WITHOUT LIMITATION. Hindemnify, defend and hold harmless iability, obligation, claim, allegation, or nation and/or (b) the acts or omissions of s, employees, vendors or contractors. 7) Fees. tion with the enforcement of Consignor's iver; Severability; Assignment; Counterparts. gainst 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 ision 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 nts stamped on the = 0.95 up, 0.75 or  $\frac{3}{4}$  = .70 up, .50 or  $\frac{1}{2}$  = .45

are not responsible for the estimated

reprice or terms must be reported by Consignee to SimplexDiam in writing within five (Specifical Action of the Same). The Same of the 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