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 los 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 parties 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 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 mmediately vest in and belong to Consignor upon sale until the cost charged to Consignee for such More

available funds. Consignee shall keen all Merchandia may be conveyed to Consignor or Consignor's ownership of the Mer obligations owing to Consignor, th to the Merchandise at all times ar contesting, the validity, perfection, connection herewith or contemplat order, memo form, invoice, corresp under any circumstances unless an Consignee shall provide Consignor shall list all sales, returns, and lost after receipt or the Sales Report. C such request or any termination, all previously sold, lost or damaged, w shall become immediately due and possession of and remove the Merc 5) Other Covenants; Representation other encumbrance (each a "Lien") it any such Lien. Consignee may sell th bulk or in any other manner, of any I money security interest or similar cor cash exchange and not the payment applicable, duly organized under the preamble to this Agreement, CONSIC IMPLIED WARRANTIES OF MERCHANI Consignor and its shareholders, direc expense (including, without limitation Consignee or any of Consignee's affili Consignee shall pay all expenses inclu rights and remedies with respect to th The language used in this Agreement forth the final and entire understandin charged with such modification, waive hereunder shall not affect the right of or unenforceability shall attach only to provision shall be construed and limite without the prior written approval of Co an original and all of which taken toget AN AS IS, WHERE IS BASIS. ALL ITEMS F are from multiple sources and have not are found to be synthetic, SimplexDiam items/labels/tags/Invoices are in carat up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 weights on closeout merchandise - they to SimplexDiam in writing within five (5) amounts will result in a monthly late pay of Law; Jurisdiction. This Agreement sha

Shipment Details - Confidential Information. Not For UPS

Transaction Date: 7/14/2023

Tracking Number: 1Z0173YV0220274865 Confirmation Number: 48C1D809 Reference Number: 100276610

Customer Reference Number: 10027610

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

Ship To RENE -

WEST POINT J

635 COMMERCE ST

WEST POINT, MS 39773, US

* Direct Delivery Only: No

* Direct Signature: 2nd Day Air

Service Type: EXPRESS BOX Package Type:

1.00 lbs Weight:

Insured Value: 199.00 USD

\$14.02 Est. Ship & Ins Cost:

\$1.97 Est. Optional Charges:

\$15.99 Total Estimated Cost:

reference to its rules as to conflicts of law)

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 gnee shall not contest, or assist any party in erest granted to Consignor or granted in proceeds. Nothing in this Agreement or any ned to pass title to Merchandise to Consignee erefor. 4) Reporting; Payment; Inspection. the last day of each calendar month (which indise sold, lost and damaged within 5 days the Agreement at any time. In the event of Merchandise not returned, whether ling indebtedness of Consignee to Consignor by law and equity, the absolute right to take Consignee's books and records at any time. terest, 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 INCLUDING, WITHOUT LIMITATION, ndemnify, defend and hold harmless bility, obligation, claim, allegation, or tion and/or (b) the acts or omissions of employees, vendors or contractors. 7) Fees. on with the enforcement of Consignor's er; Severability; Assignment; Counterparts. inst either party. This Agreement sets ot in writing signed by the party to be ion hereof or exercise any rights d invalid or unenforceable, such invalidity on of this Agreement and any such preement is not assignable by Consignee ectronic signature, each of which shall be OUT MERCHANDISE SHALL BE SOLD ON ered are natural. However the diamonds that any diamond in a lot of diamonds s stamped on the 0.95 up, 0.75 or % = 0.70 up, 0.50 or % = 0.45e not responsible for the estimated

or terms must be reported by Consignee

narged under applicable law. 12) Choice

y payment to SimplexDiam for any

Consignee irrevocably submits to the exc. oram or amplexDiam'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

