

TERMS OF AGREEMENT 1) Merchandise; Delivery. Consignor will from time to time deliver to Consignee on consignment such amounts of assorted stones, jewel 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 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, Consignee has any right, title or interest in the continuing lien on and security interest in the gnee authorizes filing of, and shall sign and to time. Title to Merchandise proceeds shall been received by Consignor in immediately nding the foregoing, the security interest that il Code or other law, shall not supersede or affect nder or any other defect in any interests or 1 connection herewith. Consignor shall have title signee shall not contest, or assist any party in terest granted to Consignor or granted in r proceeds. Nothing in this Agreement or any emed to pass title to Merchandise to Consignee herefor. 4) Reporting; Payment; Inspection. r the last day of each calendar month (which andise sold, lost and damaged within 5 days o time. Title to Merchandise proceeds shall te the Agreement at any time. In the event of ill Merchandise not returned, whether nding indebtedness of Consignee to Consignor d by law and equity, the absolute right to take d Consignee's books and records at any time. interest, security interest, lien, attachment or w such Lien, and will take all action to remove is Agreement, no other sales of Merchandise, third party on consignment, credit, purchase y the parties hereto to be a contemporaneous corporation or limited liability company, as ace of business is the location set forth in the ISE INCLUDING, WITHOUT LIMITATION, lity, obligation, claim, allegation, or otion 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 d invalid or unenforceable, such invalidity sion of this Agreement and any such Agreement is not assignable by Consignee lectronic signature, each of which shall be EOUT MERCHANDISE SHALL BE SOLD ON vered are natural. However the diamonds : that any diamond in a lot of diamonds ts stamped on the 0.95 up, 0.75 or 3/4 = .70 up, .50 or 1/2 = .45 re not responsible for the estimated or terms must be reported by Consignee ily payment to SimplexDiam for any harged under applicable law. 12) Choice erence to its rules as to conflicts of law). ed on forum non conveniens or any other ement in any jurisdiction other than New rs therein and agree that the service ddress thereof of which the sending 3Y JURY IN ANY LEGAL ACTION OR

Merchandise or proceeds other Merchandise and all additions, deliver to Consignor, such financ immediately vest in and belong available funds. Consignee shall may be conveyed to Consignor d Consignor's ownership of the Me obligations owing to Consignor, t to the Merchandise at all times a contesting, the validity, perfection connection herewith or contempla order, memo form, invoice, corres under any circumstances unless a Consignee shall provide Consign shall list all sales, returns, and los after receipt or the Sales Report. such request or any termination, a previously sold, lost or damaged, shall become immediately due and possession of and remove the Me 5) Other Covenants; Representati other encumbrance (each a "Lien") any such Lien. Consignee may sell bulk or in any other manner, of any money security interest or similar c cash exchange and not the paymer applicable, duly organized under the preamble to this Agreement. CONS IMPLIED WARRANTY OF FACTORS Consignor and its shipper shall expense (including, without limitati Consignee or any of all expenses in and remedies with respect to The language used in this Agreeem 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 tog AN AS IS, WHERE IS BASIS. ALL ITEMS are from multiple sources and have no are found to be synthetic, SimplexDia items/labels/tags/Invoices are in care up, .40 or 3/8 = .37 up, .33 or 1/3 = .2 weights on closeout merchandise - the to SimplexDiam in writing within five (5 amounts will result in a monthly late pa of Law; Jurisdiction. This Agreement sh Consignee irrevocably submits to the ex objection to venue. Consignee waives it York County, State of New York. The par thereof may be made by certified mail, r party has received notice. 13) Waiver of PROCEEDING RELATING TO THIS AGREEM

For information about UPS's privacy practices or to opt out from the sale of personal information, please see the UPS Privacy Notice at www.ups.com. 800.873.0733. UPS is not responsible for any loss or damage to goods or services provided by third parties. UPS is not responsible for any loss or damage to goods or services provided by third parties.

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 10/19/2023
Tracking Number : 1Z0173YV0210562901
Confirmation Number : 7AB338FB
Reference Number : INV#10028286
Customer Reference Number :

Ship From	* Saturday Pickup :	No
YATI LEI OO	* Saturday Delivery :	No
SIMPLEXDIAM, INC.	* COD Services :	No
50 WEST 47TH STREET, SUI	* Adult Signature :	No
TE 2011	* Residential Delivery :	No
New York, NY 10036, US	* Schedule Pickup :	No
**Rerouted shipment.	* Pickup Date :	
Ship To	* Direct Delivery Only :	No
TED RYAN	* Direct Signature :	No
RYAN J - FL	Service Type :	2nd Day Air
12700 TAMiami TRAIL E	Package Type :	EXPRESS BOX
Napels, FL 34113, US	Weight :	1.00 lbs
	Insured Value :	1,000.00 USD

BANK WIRING INSTRUCTIONS

Valley National Bank, 350 Madison
Tel: 312-419-4115 - Fax: 212-626-1
Account Number: 8608095400
Routing Number: 026002794
SWIFT Code: LUMIUS3N