

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 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. Consignor shall retain the right to file a UCC financing statement to deliver to Consignor, such financing statement shall immediately vest in and belong to Consignor and shall be paid from any and all proceeds of the Merchandise and from any and all other available funds. Consignee shall keep all Merchandise in its possession and shall not sell, lease, assign, or otherwise dispose of the Merchandise or any part thereof without the prior written consent of Consignor. Consignee may be conveyed to Consignor or which Consignor may retain title to the Merchandise. Consignor's ownership of the Merchandise. Consignee's obligations owing to Consignor, the rights and interests in the Merchandise at all times and Consignor shall retain the right to contest, the validity, perfection, priority or lien of the Merchandise or connection herewith or contemplated hereby by order, memo form, invoice, correspondence, or otherwise. Consignee shall provide Consignor with monthly sales reports, and shall list all sales, returns, and lost or damaged Merchandise after receipt of the Sales Report. Consignor may terminate this Agreement at any time upon such request or any termination, all Merchandise shall be returned to Consignor, and all Merchandise previously sold, lost or damaged, within 5 business days shall become immediately due and payable.

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 11/8/2023

Tracking Number : 1Z0173YV0209728726

Confirmation Number : D62AED75

Reference Number : INV#10028373

Customer Reference Number :