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 lo 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 immediately vest in and belong to Consignor upon sale until the cost charged to Consignee for such Merchandise has been received by Consignor in immediately available funds. Consignee shall keep all Merchandise and proceeds separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that may be conveyed to Consignor or which Consignor may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect

Consignor's ownership of the Merchance obligations owing to Consignor, the rig to the Merchandise at all times and Co contesting, the validity, perfection, prio connection herewith or contemplated h order, memo form, invoice, correspond under any circumstances unless and ur Consignee shall provide Consignor wit shall list all sales, returns, and lost or after receipt or the Sales Report. Cons such request or any termination, all M previously sold, lost or damaged, with shall become immediately due and pa possession of and remove the Merch 5) Other Covenants; Representations other encumbrance (each a "Lien") in any such Lien. Consignee may sell th bulk or in any other manner, of any N money security interest or similar cor cash exchange and not the payment applicable, duly organized under the preamble to this Agreement. CONSI 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 Agreeme forth the final and entire understand charged with such modification, wai hereunder shall not affect the right or unenforceability shall attach only provision shall be construed and lin without the prior written approval an original and all of which taken to AN AS IS, WHERE IS BASIS, ALL ITE are from multiple sources and have are found to be synthetic, Simplex[ items/labels/tags/Invoices are in up, .40 or 3/8 = .37 up, .33 or 1/3weights on closeout merchandise to SimplexDiam in writing within fi amounts will result in a monthly la of Law; Jurisdiction. This Agreeme Consignee irrevocably submits to objection to venue. Consignee wa

## Shipment Details - Confidential Information. Not For UPS

Transaction Date: 11/13/2023

Tracking Number: 1Z0173YV0222559492

Confirmation Number: F6F58FE5

Reference Number: INV#10028390 10028374

Customer Reference Number :

	THE RESIDENCE OF THE CONTRACTOR OF THE PARTY	
Ship From	* Saturday Pickup :	
NILESHKUMAR RAWAL		No
	* Saturday Delivery :	No
SIMPLEXDIAM, INC.	* COD Services :	NI.
50 WEST 47TH STREET, SUI	The street was a street with the street of t	No
	* Adult Signature :	No
TE 2011	* Residential Delivery :	
New York, NY 10036, US		No
	* Schedule Pickup:	No
**Rerouted shipment.	* Pickun Date ·	. 40

## Ship To

**JENNIFER** 

SISSY'S LOG CABIN-JONESB

ORO

2400 E HIGHLAND DRIVE ST

JONESBORO, AR 72401, US

\* Direct Delivery Only: No \* Direct Signature :

\* Pickup Date:

No

Service Type: 2nd Day Air

Package Type : EXPRESS BOX Weight:

1.00 lbs

Insured Value: 1,000.00 USD

Est. Ship & Ins Cost: \$15.46 Est. Optional Charges: \$2,39

Total Estimated Cost: \$17.85

York County, State of New York. The parties waive personal service or any summons one so 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

fact any of its interests hereunder or any other defect in any interests or ection herewith. Consignor shall have title shall not contest, or assist any party in granted to Consignor or granted in eeds. Nothing in this Agreement or any to pass title to Merchandise to Consignee or. 4) Reporting; Payment; Inspection. last day of each calendar month (which ise sold, lost and damaged within 5 days e Agreement at any time. In the event of erchandise not returned, whether g indebtedness of Consignee to Consignor law and equity, the absolute right to take onsignee's books and records at any time. rest, security interest, lien, attachment or such Lien, and will take all action to remove Agreement, no other sales of Merchandise, ird party on consignment, credit, purchase he 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 liver; Severability; Assignment; Counterparts. gainst either party. This Agreement sets ept in writing signed by the party to be vision hereof or exercise any rights neld invalid or unenforceable, such invalidity vision of this Agreement and any such 3 Agreement is not assignable by Consignee r electronic signature, each of which shall be DSEOUT MERCHANDISE SHALL BE SOLD ON Jelivered are natural. However the diamonds rent that any diamond in a lot of diamonds ights stamped on the ct = 0.95 up, 0.75 or  $\frac{3}{4}$  = .70 up, .50 or  $\frac{1}{2}$  = .45 Ve are not responsible for the estimated price or terms must be reported by Consignee : timely payment to SimplexDiam for any ) be charged under applicable law. 12) Choice out reference to its rules as to conflicts of law). n based on forum non conveniens or any other 3 Agreement in any jurisdiction other than New d papers therein and agree that the service