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 amage. 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 esponsible 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 Consignee authorizes filing of, and shall sign and deliver to Consignor, such financing statements and other docu time to time. Title to Merchandise proceeds shall immediately vest in and belo has been received by Consignor in immediately available funds. Consignee hstanding the foregoing, the security interest that may be conveyed to Consig ercial Code or other law, shall not supersede or affect Consignor's ownership of th s hereunder or any other defect in any interests or obligations owing to Consig ns in connection herewith. Consignor shall have title to the Merchandise at all tin Consignee shall not contest, or assist any party in contesting, the validity, perfe ny interest granted to Consignor or granted in connection herewith or conte se or proceeds. Nothing in this Agreement or any order, memo form, invoice, cc e deemed to pass title to Merchandise to Consignee under any circumstances unle ee therefor. 4) Reporting; Payment; Inspection. Consignee shall provide Cons after the last day of each calendar month (which shall list all sales, returns, anc erchandise sold, lost and damaged within 5 days after receipt or the Sales Rep inate the Agreement at any time. In the event of such request or any terminatic or all Merchandise not returned, whether previously sold, lost or damag standing indebtedness of Consignee to Consignor shall become immediately due ded by law and equity, the absolute right to take possession of and remove the and Consignee's books and records at any time. 5) Other Covenants; Represent an interest, security interest, lien, attachment or other encumbrance (each a "Lie any such Lien, and will take all action to remove any such Lien. Consignee may this Agreement, no other sales of Merchandise, bulk or in any other manner, of ny third party on consignment, credit, purchase money security interest or simila by the parties hereto to be a contemporaneous cash exchange and not the payr s a corporation or limited liability company, as applicable, duly organized under place of business is the location set forth in the preamble to this Agreement. CC NDISE INCLUDING, WITHOUT LIMITATION, LIED WARRANTIES OF MERCH will indemnify, defend and hold harmless Consignor and its shareholders, c s, liability, obligation, claim, allegation, or expense (including, without limitc ligation and/or (b) the acts or omissions of Consignee or any of Consignee's es, employees, vendors or contractors. 7) Fees. Consignee shall pay all expenses ection with the enforcement of Consignor's rights and remedies with respect Waiver; Severability; Assignment; Counterparts. The language used in this Agreem against either party. This Agreement sets forth the final and entire understai cept in writing signed by the party to be charged with such modification, wa vision hereof or exercise any rights hereunder shall not affect the right held invalid or unenforceable, such invalidity or unenforceability shall attach only vision of this Agreement and any such provision shall be construed and lin Agreement is not assignable by Consignee without the prior written approval c electronic signature, each of which shall be an original and all of which taken to SEOUT MERCHANDISE SHALL BE SOLD ON AN AS IS, WHERE IS BASIS. ALL ITEM livered are natural. However the diamonds are from multiple sources and have nt that any diamond in a lot of diamonds are found to be synthetic, SimplexDia hts stamped on the items/labels/tags/Invoices are in ca = 0.95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 up, .40 or 3/8 = .37 up, .33 or 1/3 = . are not responsible for the estimated weights on closeout merchandise – th ce or terms must be reported by Consignee to SimplexDiam in writing within five . Failure to make timely payment to SimplexDiam for any amounts will result in a monthly late p 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
ccount Number: 8608095400
Routing Number: 026002794
SWIFT Code: LUMIUS3N

Shipment Details - Confidential Information. Not For FedEx

Transaction Date : 11/22/2023
Tracking Number : 786777420887
Confirmation Number : 823A3309
Reference Number : 10028439,10028440
Customer Reference Number : 10028439,10028440

		* Saturday Pickup :	No
Ship From		* Saturday Delivery :	No
ALPA SHETH		* COD Services :	No
SDX		* Adult Signature :	No
50W 47TH STREET		* Residential Delivery :	No
STE 2011		* Schedule Pickup :	No
NEW YORK, NY 10036, US		* Pickup Date :	
		****Rerouted shipment.**	
		* Hold at Location :	No
Ship To		* Direct Delivery Only :	No
ISABEL PULLIN		* Direct Signature :	No
RESIDENCE INN MIAMI SUNN		Service Type :	Priority Overnight
Y ISLES BEA		Package Type :	MEDIUM FEDEX BOX
17700 COLLINS AVENUE,		Weight :	1.00 lbs
SUNNY ISLES BEACH		**Insured Value : 2,994.00 USD**	
NORTH MIAMI BEACH, FL 33			
160, US		Est. Ship & Ins Cost:	$46.91
		Est. Optional Charges:	$6.78
		Total Estimated Cost:	$53.69

UPS
SEE NOTICE ON REVERSE regarding UPS limits and notice of limitation of liability. Where allowed by law, shipper authorizes UPS to act as forwarding agent for export control and customs purposes. If exported from the US, shipper certifies that the commodities, technology or software were exported from the US in accordance with the Export Administration Regulations. Diversion contrary to law is prohibited.
RRD RF2 1122