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 Merchandisc for

will promptly pursue on Consign

or damage. Consignee shall be

be responsible to Consignor for

agree that this Agreement creat

merchandise. If, notwithstandin

Merchandise or proceeds other

Merchandise and all additions, r

deliver to Consignor, such financi

immediately vest in and belong t

available funds. Consignee shall

may be conveyed to Consignor o

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, correst

under any circumstances unless ar

Consignee shall provide Consigno

shall list all sales, returns, and lost

after receipt or the Sales Report. (

such request or any termination, a

previously sold, lost or damaged, u

shall become immediately due and

possession of and remove the Mer

5) Other Covenants; Representatio

other encumbrance (each a "Lien")

any such Lien. Consignee may sell t

bulk or in any other manner, of any

money security interest or similar co

cash exchange and not the paymen

applicable, duly organized under the

preamble to this Agreement. CONSI

Consignor and its shareholders, dire

expense (including, without limitatio

Consignee or any of Consignee's affi

Consignee shall pay all expenses inc

rights and remedies with respect to t

The language used in this Agreemen

forth the final and entire understandi

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 (

an original and all of which taken toge

AN AS IS, WHERE IS BASIS. ALL ITEMS

are from multiple sources and have no

are found to be synthetic, SimplexDian

items/labels/tags/Invoices are in cara

up, .40 or 3/8 = .37 up, .33 or 1/3 = .29

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 pai

thereof may be made by certified mail, r

party has received notice. 13) Waiver of





Transaction Date: 11/22/2023

Tracking Number: 1Z0173YV0209553629

Confirmation Number: 3E605667 Reference Number: INV#10028441

Customer Reference Number:

Ship From

YATI LEI 00

SIMPLEXDIAM, INC.

50 WEST 47TH STREET, SUI

TE 2011

New York, NY 10036, US

\*\*Rerouted shipment.

Ship To

**GREG** 

HOPPER'S J

415 LEIGHWAY DR # 2

RICHMOND, KY 40475, US

\* Saturday Pickup:

\* Saturday Delivery: No

No

No

\* COD Services:

No \* Adult Signature:

\* Residential Delivery: No

No \* Schedule Pickup:

\* Pickup Date:

No \* Direct Delivery Only:

No \* Direct Signature :

2nd Day Air Service Type:

EXPRESS BOX Package Type :

1.00 lbs Weight:

Insured Value: 1,000.00 USD

ments and not the purchase and sale of insignee has any right, title or interest in the ontinuing lien on and security interest in the nee authorizes filing of, and shall sign and o time. Title to Merchandise proceeds shall een received by Consignor in immediately iding the foregoing, the security interest that Code or other law, shall not supersede or affect sunder or any other defect in any interests or connection herewith. Consignor shall have title ignee shall not contest, or assist any party in erest granted to Consignor or granted in proceeds. Nothing in this Agreement or any med to pass title to Merchandise to Consignee erefor. 4) Reporting; Payment; Inspection. the last day of each calendar month (which andise sold, lost and damaged within 5 days e the Agreement at any time. In the event of I Merchandise not returned, whether

gnee assumes all risks of loss from the time

nd an additional named insured. Consignee it

mediately notify Consignor in writing of any los

rue Consignment; Title; UCC Interest. The partie

ny Merchandise whether insured or not and

ding indebtedness of Consignee to Consignor by law and equity, the absolute right to take Consignee's books and records at any time. iterest, security interest, lien, attachment or , such Lien, and will take all action to remove Agreement, no other sales of Merchandise, hird party on consignment, credit, purchase the parties hereto to be a contemporaneous corporation or limited liability company, as ce of business is the location set forth in the SE INCLUDING, WITHOUT LIMITATION,

ability, obligation, claim, allegation, or ation and/or (b) the acts or omissions of employees, vendors or contractors. 7) Fees on with the enforcement of Consignor's ver; Severability; Assignment; Counterparts.

pt in writing signed by the party to be sion hereof or exercise any rights ld invalid or unenforceable, such invalidity ion of this Agreement and any such greement is not assignable by Consignee

ainst either party. This Agreement sets

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

s stamped on the

 $0.95 \text{ up}, 0.75 \text{ or } \frac{3}{4} = .70 \text{ up}, .50 \text{ or } \frac{1}{2} = .45$ e not responsible for the estimated or terms must be reported by Consignee ly 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 address thereof of which the sending

ONCOME THE TRIAL BY JURY IN ANY LEGAL ACTION OR

PROCEEDING RELATING TO THIS AGREEN AND 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