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 s
be responsible to Consig
amount not paid by insurance in the event of any loss or damage. 3) True Consignment; Title; UCC Interest. The part
agree that this Agreeme
consignments and not the purchase and sale of
merchandise. If, notwith
s that Consignee has any right, title or interest in the
Merchandise or proceed
ty and continuing lien on and security interest in the
Merchandise and all ad
n. Consignee authorizes filing of, and shall sign and
deliver to Consignor, su
m time to time. Title to Merchandise proceeds shall
immediately vest in and
se has been received by Consignor in immediately
available funds. Consig
twithstanding the foregoing, the security interest that
may be conveyed to Co
mmercial Code or other law, shall not supersede or affect
Consignor's ownership
rests hereunder or any other defect in any interests or
obligations owing to C
sactions in connection herewith. Consignor shall have title
to the Merchandise at
time. Consignee shall not contest, or assist any party in
contesting, the validity
e or any interest granted to Consignor or granted in
connection herewith or
handise or proceeds. Nothing in this Agreement or any
order, memo form, inv
shall be deemed to pass title to Merchandise to Consignee
under any circumstanc
onsignee therefor. 4) Reporting; Payment; Inspection.
Consignee shall provi
days after the last day of each calendar month (which
shall list all sales, ret
r the Merchandise sold, lost and damaged within 5 days
after receipt or the Sa
or terminate the Agreement at any time. In the event of
such request or any t
nsignor for all Merchandise not returned, whether
previously sold, lost c
s, all outstanding indebtedness of Consignee to Consignor
shall become immedi
dies provided by law and equity, the absolute right to take
possession of and re
rchandise and Consignee's books and records at any time.
5) Other Covenants;
) to have an interest, security interest, lien, attachment or
other encumbrance (
t or create any such Lien, and will take all action to remove
any such Lien. Consi
ermitted in this Agreement, no other sales of Merchandise,
bulk or in any other
andise to any third party on consignment, credit, purchase
money security inter
sly deemed by the parties hereto to be a contemporaneous
cash exchange and
nor that it is a corporation or limited liability company, as
applicable, duly org
its principal place of business is the location set forth in the
preamble to this Ag
HE MERCHANDISE INCLUDING, WITHOUT LIMITATION,
IMPLIED WARRANT
Consignee will indem
hold harmless
Consignor and its sl
damage, costs, liability, obligation, claim
expense (including
Consignee obligation and/or (b) the acts or omissions o
Consignee or any c
, representatives, employees, vendors or contractors. 7) Fees.
Consignee shall pa
ffered in connection with the enforcement of Consignor's
rights and remedie
Amendment; Waiver; Severability; Assignment; Counterparts.
The language use
will be applied against either party. This Agreement sets
forth the final and
d or amended except in writing signed by the party to be
charged with such
nance of any provision hereof or exercise any rights
hereunder shall n
rovision shall be held invalid or unenforceable, such invalidity
or unenforceabilit
ble any other provision of this Agreement and any such
provision shall be
enforceable. This Agreement is not assignable by Consignee
without the prior
y facsimile, pdf or electronic signature, each of which shall be
an original and a
erchandise. All CLOSEOUT MERCHANDISE SHALL BE SOLD ON
AN AS IS, WHERE
diamonds herein delivered are natural. However the diamonds
are from multiple
iamonds. In the event that any diamond in a lot of diamonds
are found to be
Stamped. The weights stamped on the
items/labels/ta
follows: 1.00 or 1 ct = 0.95 up, 0.75 or ¾ = .70 up, .50 or ½ = .45
up, .40 or 3/8 =
er size ranges. We are not responsible for the estimated
weights on clos
eight, price count, price or terms must be reported by Consignee
to SimplexDiam
t. Failure to make timely payment to SimplexDiam for any
amounts will re
mount permitted to be charged under applicable law. 12) Choice
of Law; Jurisdic
of New York (without reference to its rules as to conflicts of law).
Consignee irre
aives any objection based on forum non conveniens or any other
objection to ve
and relating to this Agreement in any jurisdiction other than New
York County, S
r other process and papers therein and agree that the service
thereof may b
set forth herein or other address thereof of which the sending
party has rec
DITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR
PROCEEDING
IENT.

BANK WIRI

Valley Nati

Tel: 312-419-4115 - Fax: 212-62

Account Number: 8608095400

Routing Number: 026002794

SWIFT Code: LUMIUS3N

Shipment Details - Confidential Information. Not For UPS

Transaction Date : 11/30/2023

Tracking Number : 1Z0173YV0137085441

Confirmation Number : EC8AF51B

Reference Number : INV#1002841

Customer Reference Number :

Ship From			
YATI LEI OO	* Saturday Pickup :	No	
SIMPLEXDIAM, INC.	* Saturday Delivery :	No	
50 WEST 47TH STREET, SUI	* COD Services :	No	
TE 2011	* Adult Signature :	No	
New York, NY 10036, US	* Residential Delivery :	No	
****Rerouted shipment.**	* Schedule Pickup :	No	
Ship To	* Pickup Date :		
DAVID HARRISON			
CARTERSVILLE J -CARTERSV	* Direct Delivery Only :	No	
ILLE	* Direct Signature :	No	
209 MARKET PLACE BLVD SE	Service Type :	Next Day Air	
CARTERSVILLE, GA 30121,	Package Type :	EXPRESS BOX	
US	Weight :	1.00 lbs	

Insured Value : 2,500.00 USD

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