

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 ("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 thereafter. (2) Consignee, 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 of delivery.



MEMORANDUM

DJ 208233 DJ

F r o m	50 West 47th St, Suite 20N International Gem Tower New York, NY 10036 T: 800.233.1155 F: 212.883.9532 E: sales@simplexdiam.com www.simplexdiam.com Tax Id: 13-3218259 Service Rep:		M e m o r a n d u m	Contact Name: <u>MIKE / DONNA / Jesse</u> Title: Consignee Company Name: <u>SKATELL'S NC</u> (Legal Name Please) Govt Issued Registration No: Business Address: <u>9433-B PINEVILLE / Matthews Rd.</u> City: <u>PINEVILLE</u> State: <u>NC</u> Zip: <u>28134</u> Telephone: <u>704.544-1118</u> Facsimile: Email: <u>jesse@skatellsnc.com</u> Would you like to receive e-newsletters: Yes <input type="checkbox"/> No <input type="checkbox"/>			
	Special Notes: <u>12.15.2023</u> <u>Mike @ skatellsnc.com</u>						
	Date						
	Tag P / List P						
SI	Item/Lot Number	Description / No of Stones	Qty/Cts	Sell Price/ Pc or Ct	Value	Ret	Sold
1	<u>NY20354Y11 PEEQ18N</u>	<u>2.20CT+DBY/PC "HY" ①</u>			<u>1619-</u>		
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
To SimplexDiam's knowledge, the diamonds and jewelry herein delivered have been purchased from legitimate sources not involved in funding conflict and in compliance with the United Nations resolutions. SimplexDiam states that the diamonds are conflict free based on personal knowledge and/or written guarantees provided by the supplier(s).				Totals			
USA PATRIOT ACT COMPLIANCE. The below under signed signatory ("Signer") confirms for Signer and Consignee, in accordance with the USA Patriot Act, that (1) all information provided herein is correct, (2) the Signer has provided or will provide all other documentation and information required by SimplexDiam, (3) Signer will authorize any changes to the details herein, and (4) Signer and Consignee have disclosed to SimplexDiam all relevant information in connection with the Merchandise and this "Agreement" which includes this front form as well as the Consignment Agreement Terms of Agreement on the back hereof.				Ship Charge			
Is this Company AML (Anti-Money Laundering) compliant pursuant to the USA Patriot Act if registered within the US or pursuant to International Law if registered outside the US?				G. Totals			
This document includes a CONSIGNMENT AGREEMENT between SIMPLEXDIAM INC., a New York corporation with an office at 50 W. 47th Street, Suite 20N, New York, N.Y. 10036 ("Consignor" or "SimplexDiam") and "Consignee" (As Mentioned Above); if there are two consignee parties, Consignees are jointly and severally liable under this Agreement. BY SIGNING below the parties hereby agree to all of the terms of this Agreement. Signer warrants that he/she is duly authorized to execute this Agreement on behalf of Consignee and to bind Consignee to the terms of this Agreement. Furthermore, the Signer hereby unconditionally personally guarantees in Signer's individual capacity the full and timely performance and observance of all of the obligations, representations, and covenants of Consignee in this Agreement. Consignor need not exhaust any recourse against Consignee or any other person, or any collateral or property, before being entitled to enforce this guaranty against Signer and receive payment or performance from Signer. The obligations hereunder are the joint and several, and independent, obligations of Signer and Consignee, and a separate action may be brought and prosecuted against Signer whether action is brought against Consignee or whether Consignee be joined.							
ALL MERCHANDISE REMAINS THE PROPERTY OF SIMPLEXDIAM, INC. UNTIL FULL & FINAL PAYMENT IS RECEIVED. I HAVE READ THE TERMS AND CONDITIONS ON THE BACK OF THIS DOCUMENT AND AGREE TO THE TERMS AND CONDITIONS.							
WHITE: OFFICE BLUE: INVENTORY PINK: CUSTOMER				Signature X <u>[Signature]</u> Authorized Signatory			