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 Consigner'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 3. 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 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 be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and 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 be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and 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 be responsible to Consignor for the cost and payment of all shrink, loss and damage to any Merchandise whether insured or not and 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 be responsible to Consignor for the cost and payment of all shrinks. 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 Merchandise. Notwithstanding any failure of Consignor to perfect any of its interests hereunder or any other defect in any interests or obligations owing to Consignor, the rights and priority set forth herein shall govern the consignment and transactions in connection herewith. Consignor shall have title to the Merchandise at all times and Consignor many and the priority of the Merchandise at all times and Consignor many and the priority of the Merchandise at all times and Consignor many and the priority of the p

contesting, the validity, perfection, priority or enfo connection herewith or contemplated hereby in fa order, memo form, invoice, correspondence, or oth under any circumstances unless and until Consign Consignee shall provide Consigner with monthly s shall list all sales, returns, and lost or damaged N after receipt or the Sales Report. Consignor may such request or any termination, all Merchandise previously sold, lost or damaged, within 5 busine shall become immediately due and payable. Con possession of and remove the Merchandise with 5) Other Covenants; Representations. Consigned other encumbrance (each a "Lien") in or on any a any such Lien. Consignee may sell the Merchand bulk or in any other manner, of any Merchandise money security interest or similar conditions. An cash exchange and not the payment for an antec applicable, duly organized under the laws of the preamble to this Agreement. CONSIGNOR MAKI IMPLIED WARRANTIES OF MERCHANTABILITY OF expense (including, without limitation, legal' fees Consignee or any of Consignee's affiliates, direct Consignee shall pay all expenses including, with rights and remedies with respect to the Merchai The language used in this Agreement is chosen forth the final and entire understanding with res charged with such modification, waiver or amen hereunder shall not affect the right of such party or unenforceability shall attach only to such prov provision shall be construed and limited to the without the prior written approval of Consignor. an original and all of which taken together shall AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESE are from multiple sources and have not been te are found to be synthetic, SimplexDiam may car items/labels/tags/Invoices are in carats and a up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 weights on closeout merchandise - they are on to SimplexDiam in writing within five (5) days amounts will result in a monthly late payment in of Law; Jurisdiction. This Agreement shall be g Consignee irrevocably submits to the exclusive objection to venue. Consignee waives its right York County, State of New York. The parties w thereof may be made by certified mail, return re-

Shipment Details - Confidential Information. Not For FedEx

Transaction Date: 1/16/2024

Tracking Number: 789358035561

Confirmation Number: E4E04060

Reference Number: DJ208282DJ

Customer Reference Number: DJ208282DJ

Ship From

ALPA SHETH

SDX

50W 47TH STREET

STE 2011

NEW YORK, NY 10036, US

**Rerouted shipment.

Ship To

VALERIE FICCO
COLORADO P&G
1664 S BROADWAY
DENVER, CO 80210, US

* Saturday Pickup: No

No

* Saturday Delivery :

* COD Services :

No No

* Adult Signature :

No

* Residential Delivery :

* Schedule Pickup :

No No

* Pickup Date :

* Hold at Location : No

* Direct Delivery Only: N

* Direct Signature : No
Service Type : Priority Overnight

Package Type: MEDIUM FEDEX BOX

Weight: 1.00 lbs

Total Estimated Cost:

Insured Value: 5,000.00 USD

Est. Ship & Ins Cost: \$59.49 Est. Optional Charges: \$7.95

\$67.44

o Consignor or granted in ning in this Agreement or any le to Merchandise to Consignee orting; Payment; Inspection. each calendar month (which st and damaged within 5 days nt at any time. In the event of not returned, whether ness of Consignee to Consignor quity, the absolute right to take books and records at any time. ty interest, lien, attachment or nd will take all action to remove no other sales of Merchandise, nereto to be a contemporaneous or limited liability company, as ss is the location set forth in the G, WITHOUT LIMITATION, defend and hold harmless jation, claim, allegation, or or (b) the acts or omissions of enforcement of Consignor's ability; Assignment; Counterparts. r party. This Agreement sets ng signed by the party to be of or exercise any rights or unenforceable, such invalidity 3 Agreement and any such is not assignable by Consignee signature, each of which shall be RCHANDISE SHALL BE SOLD ON natural. However the diamonds diamond in a lot of diamonds ed on the $0.75 \text{ or } \frac{3}{4} = .70 \text{ up}, .50 \text{ or } \frac{1}{2} = .45$ sponsible for the estimated is must be reported by Consignee nent to SimplexDiam for any under applicable law. 12) Choice to its rules as to conflicts of law). orum non conveniens or any other in any jurisdiction other than New rein and agree that the service

s thereof of which the sending

party has received factor (13) Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS ASSESSMENT OR ANY COUNTERCLAIMS RELATING TO THIS ASSESSMENT.

BANK WIRING INSTRUCTIONS

Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017

T. <u>1-917-542-2343</u>, F. <u>1-212-626-1276</u> Account Number: 8608095400 Routing Number: 026002794 Swift Code: LUMIUS3N