

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 shall 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 receipt of proceeds from the sale of Merchandise.

Consignor shall keep all Merchandise in its possession or control until it is sold or otherwise disposed of by Consignor or which Consignor's ownership of the Merchandise. No obligations owing to Consignor, the rights and to the Merchandise at all times and Consignor contesting, the validity, perfection, priority or connection herewith or contemplated hereby in order, memo form, invoice, correspondence, or under any circumstances unless and until Consignee shall provide Consignor with monthly sales reports, returns, and lost or damaged merchandise after receipt of the Sales Report. Consignor may, at any time, request or any termination, all Merchandise previously sold, lost or damaged, within 5 business days of receipt of the Sales Report, shall become immediately due and payable. Consignee shall have the right to possession of and remove the Merchandise within 5 business days of receipt of the Sales Report. 5) Other Covenants; Representations. Consignor represents and warrants that it is the owner of the Merchandise free of any other encumbrance (each a "Lien") in or on any, any such Lien. Consignee may sell the Merchandise in bulk or in any other manner, of any Merchandise, money security interest or similar conditions. A cash exchange and not the payment for an amount applicable, duly organized under the laws of the State of New York, shall be the basis of the sale. Consignor MA IMPLIES WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE TO THE BEST OF ITS KNOWLEDGE. Consignor and its shareholders, directors, officers, employees, agents, and representatives, shall be responsible for all expenses (including, without limitation, legal fees) incurred by Consignee or any of Consignee's affiliates, direct or indirect, in connection with the enforcement of this Agreement. Consignee shall pay all expenses including, without limitation, legal fees, and remedies with respect to the Merchandise. The language used in this Agreement is chosen for the final and entire understanding with respect to the Merchandise and shall not be modified, waived or amended hereunder shall not affect the right of such part or unenforceability shall attach only to such provision shall be construed and limited to the without the prior written approval of Consignor an original and all of which taken together shall constitute the entire agreement between the parties. AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE are from multiple sources and have not been tested and are found to be synthetic. SimplexDiam may cause items/labels/tags/Invoices are in carats and 2 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 accordance with the terms of the Agreement). 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, 925 Allwood Road, Floor 2, Clifton, NJ 07012, USA
Tel: (212) 626-1157 / (646) 286-9870
Account Number: 8608095400
Routing Number: 021201383
SWIFT Code: MBNYUS33

SEE NOTICE ON REVERSE REGARDING UPS TERMS, 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 U.S., SHIPPER CERTIFIES THAT THE COMMODITIES, TECHNOLOGY OR SOFTWARE WERE EXPORTED FROM THE U.S. IN ACCORDANCE WITH THE EXPORT CONTROL AND EMBARGO REGULATIONS. DIVISIONS CONTAINING TO BE IN PROHIBITED.



Shipment Details - Confidential Information. Not For UPS

Transaction Date : 2/23/2024
Tracking Number : 1Z0173YV1302542525
Confirmation Number : CB3F1493
Reference Number : 02232024,10028995
Customer Reference Number : 02232024,10028995

Ship From

ALPA SHETH
SDX
50W 47TH STREET
STE 2011
NEW YORK, NY 10036, US
****Rerouted shipment.**
Ship To
GREG PHELPS
BOB'S INC.
4280 FAYETTEVILLE RD.
LUMBERTON, NC 28358, US

* Saturday Pickup :	No
* Saturday Delivery :	No
* COD Services :	No
* Adult Signature :	No
* Residential Delivery :	No
* Schedule Pickup :	No
* Pickup Date :	
* Direct Delivery Only :	No
* Direct Signature :	No
Service Type :	Next Day Air Saver
Package Type :	EXPRESS BOX
Weight :	1.00 lbs
Insured Value :	2,500.00 USD
Est. Ship & Ins Cost:	\$25.91
Est. Optional Charges:	\$3.78
Total Estimated Cost:	\$29.69

Consignor in immediately giving, the security interest that law, shall not supersede or affect other defect in any interests or without. Consignor shall have title to contest, or assist any party in to Consignor or granted in thing in this Agreement or any title to Merchandise to Consignee for the purpose of: Payment; Inspection; if each calendar month (which lost and damaged within 5 days sent at any time. In the event of a not returned, whether the business of Consignee to Consignor equity, the absolute right to take books and records at any time. Any interest, lien, attachment or and will take all action to remove, no other sales of Merchandise, in consignment, credit, purchase hereto to be a contemporaneous or limited liability company, as the address is the location set forth in the (G, WITHOUT LIMITATION, defend and hold harmless litigation, claim, allegation, or or (b) the acts or omissions of s, vendors or contractors. 7) Fees, the enforcement of Consignor's ability. Assignment; Counterparts; or party. This Agreement sets forth the terms and conditions of the agreement signed by the party to be bound or exercise any rights or unenforceable, such invalidity is Agreement and any such it is not assignable by Consignee signature, each of which shall be MERCHANDISE SHALL BE SOLD ON as natural. However the diamonds of diamond in a lot of diamonds sold on the 0.75 or 3/4 = .70 up, .50 or 1/2 = .45 responsible for the estimated value is must be reported by Consignee sent to SimplexDiam for any under applicable law. 12) Choice