

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 require.

immediately vest in and belong to Consignor upon available funds. Consignee shall keep all Merchandise may be conveyed to Consignor or which Consign Consignor's ownership of the Merchandise. Not obligations owing to Consignor, the rights and pl to the Merchandise at all times and Consignor m contesting, the validity, perfection, priority or enfi connection herewith or contemplated hereby in fa order, memo form, invoice, correspondence, or oth under any circumstances unless and until Consign Consignee shall provide Consignor with monthly s shall list all sales, returns, and lost or damaged M after receipt of the Sales Report. Consignor may I such request or any termination, all Merchandise s previously sold, lost or damaged, within 5 busines shall become immediately due and payable. Cons possession of and remove the Merchandise witho 5) Other Covenants; Representations. Consignee v other encumbrance (each a "Lien") in or on any of t any such Lien. Consignee may sell the Merchandis bulk or in any other manner, of any Merchandise s money security interest or similar conditions. Any p cash exchange and not the payment for an antecd applicable, duly organized under the laws of the jur preamble to this Agreement. CONSIGNOR MAKES IMPLIED WARRANTIES OF MERCHANTABILITY OR FIT Consignor and its shareholders, directors, officers, e expense (including, without limitation, legal fees on Consignee or any of Consignee's affiliates, directors, Consignee shall pay all expenses including, without l rights and remedies with respect to the Merchandise The language used in this Agreement is chosen by th forth the final and entire understanding with respect charged with such modification, waiver or amendmen hereunder shall not affect the right of such party at a or unenforceability shall attach only to such provision provision shall be construed and limited to the extent, without the prior written approval of Consignor. This an original and all of which taken together shall const AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESALE ON are from multiple sources and have not been tested, T are found to be synthetic, SimplexDiam may cancel the items/labels/tags/Invoices are in carats and are appi up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up, .25 or 1/4 = weights on closeout merchandise - they are only our co to SimplexDiam in writing within five (5) days of know amounts will result in a monthly late payment interest a

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

Shipment Details - Confidential Information. Not For FedEx

Transaction Date : 3/7/2024
Tracking Number : 271892762020
Confirmation Number : F5B791B5
Reference Number : 3062024
Customer Reference Number : 3062024

Ship From

ALPA SHETH
SDX
50W 47TH STREET
STE 2011
NEW YORK, NY 10036, US

****Rerouted shipment.**

Ship To

GABRIELLA .
RECTANGULO AUREO S.A
8423 NW 68TH ST
MIAMI, FL 33166, US

* Saturday Pickup : No
* Saturday Delivery : No
* COD Services : No
* Adult Signature : No
* Residential Delivery : No
* Schedule Pickup : No
* Pickup Date :
* Hold at Location : No
* Direct Delivery Only : No
* Direct Signature : No
Service Type : 2 Day
Package Type : MEDIUM FEDEX BOX
Weight : 1.00 lbs

Insured Value : 1,080.00 USD

Est. Ship & Ins Cost: \$23.44
Est. Optional Charges: \$3.65
Total Estimated Cost: \$27.09

Merchandise proceeds shall
y Consignor in immediately
oing, the security interest that
law, shall not supersede or affect
ther defect in any interests or
ewith. Consignor shall have title
contest, or assist any party in
to Consignor or granted in
hing in this Agreement or any
tle to Merchandise to Consignee
yting: Payment Inspection
each calendar month (which
it and damaged within 5 days
it at any time. In the event of
not returned, whether
ess of Consignee to Consignor
ulty, the absolute right to take
books and records at any time.
interest, lien, attachment or
will take all action to remove
o other sales of Merchandise,
onsignment, credit, purchase
eto to be a contemporaneous
limited liability company, as
s the location set forth in the
WITHOUT LIMITATION,
and and hold harmless
on, claim, allegation, or
j) the acts or omissions of
ndors or contractors. 7) Fees.
procurement of Consignor's
y: Assignment Counterparts
ty. This Agreement sets
ined by the party to be
exercise any rights
enforceable, such invalidity
ement and any such
assignable by Consignee
ure, each of which shall be
IDISE SHALL BE SOLD ON
al. However the diamonds
nd in a lot of diamonds
ne
1/4 = .70 up, .50 or 1/2 = 45
le for the estimated
be reported by Consignee
SimplexDiam for any