

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 in immediately the foregoing, the security interest that or other law, shall not supersede or affect or any other defect in any interests or action herewith. Consignor shall have title shall not contest, or assist any party in granted to Consignor or granted in eds. Nothing in this Agreement or any o pass title to Merchandise to Consignee. 4) Reporting; Payment; Inspection. Consignor shall report to Consignee the first day of each calendar month (which e sold, lost and damaged within 5 days Agreement at any time. In the event of Merchandise not returned, whether indebtedness of Consignee to Consignor w and equity, the absolute right to take Consignee's books and records at any time. st, security interest, lien, attachment or n Lien, and will take all action to remove eement, no other sales of Merchandise, party on consignment, credit, purchase parties hereto to be a contemporaneous oration or limited liability company, as business is the location set forth in the CLUDING, WITHOUT LIMITATION, mnify, defend and hold harmless y, obligation, claim, allegation, or and/or (b) the acts or omissions of ployees, vendors or contractors. 7) Fees. Consignor shall pay to Consignee, with the enforcement of Consignor's Severability; Assignment; Counterparts. t either party. This Agreement sets n writing signed by the party to be hereof or exercise any rights w valid or unenforceable, such invalidity of this Agreement and any such ement is not assignable by Consignee ronic signature, each of which shall be JT MERCHANDISE SHALL BE SOLD ON ed are natural. However the diamonds at any diamond in a lot of diamonds tamped on the 5 up, 0.75 or ¾ = .70 up, .50 or ½ = .45 not responsible for the estimated terms must be reported by Consignee y payment to SimplexDiam for any amounts will result in a monthly late payment interest charge of the greater of 18% or the maximum amount permitted to be charged under applicable law. 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

Bank Leumi USA, 579 Fifth Avenue, New York, NY 10017
T. 1-917-542-2343, F. 1-212-626-1276
Account Number: 8608095400
Routing Number: 026002794
Swift Code: LUMIUS3N

Shipment Details - Confidential Information. Not For FedEx

Transaction Date : 3/26/2024
Tracking Number : 272660817081
Confirmation Number : 87767F46
Reference Number : DJ209437DJ
Customer Reference Number : DJ209437DJ

Ship From	* Saturday Pickup :	No
ALPA SHETH	* Saturday Delivery :	No
SDX	* COD Services :	No
50W 47TH STREET	* Adult Signature :	No
STE 2011	* Residential Delivery :	No
NEW YORK, NY 10036, US	* Schedule Pickup :	No
**Rerouted shipment.	* Pickup Date :	
Ship To	* Hold at Location :	No
ADRIAN	* Direct Delivery Only :	No
FAIRFAX DIST	* Direct Signature :	No
375 GHENT RD	Service Type :	Priority Overnight
AKRON, OH 44333, US	Package Type :	MEDIUM FEDEX BOX
	Weight :	1.00 lbs
	Insured Value : 2,500.00 USD	
	Est. Ship & Ins Cost:	\$41.89
	Est. Optional Charges:	\$6.31
	Total Estimated Cost:	\$48.20