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 s 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 partie 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. Considere authorizes filing of, and shall sign and

deliver to Consignor, such financing state immediately vest in and belong to Cons available funds. Consignee shall keep a may be conveyed to Consignor or which Consignor's ownership of the Merchand obligations owing to Consignor, the righ to the Merchandise at all times and Con contesting, the validity, perfection, priori connection herewith or contemplated he order, memo form, invoice, corresponder under any circumstances unless and unti Consignee shall provide Consignor with shall list all sales, returns, and lost or da after receipt or the Sales Report. Consig such request or any termination, all Merc previously sold, lost or damaged, within shall become immediately due and paya possession of and remove the Merchanc 5) Other Covenants; Representations. Co other encumbrance (each a "Lien") in or a any such Lien. Consignee may sell the M bulk or in any other manner, of any Merc money security interest or similar condition cash exchange and not the payment for a applicable, duly organized under the law preamble to this Agreement, CONSIGNO IMPLIED WARRANTIES OF MERCHANTABI Consignor and its shareholders, directors expense (including, without limitation, lec Consignee or any of Consignee's affiliates Consignee shall pay all expenses includin rights and remedies with respect to the N The language used in this Agreement is c forth the final and entire understanding w charged with such modification, waiver or hereunder shall not affect the right of sucl or unenforceability shall attach only to suc provision shall be construed and limited to without the prior written approval of Cons an original and all of which taken togethe AN AS IS, WHERE IS BASIS. ALL ITEMS FOF are from multiple sources and have not be are found to be synthetic, SimplexDiam ma items/labels/tags/Invoices are in carats a up, .40 or 3/8 = .37 up, .33 or 1/3 = .29 up weights on closeout merchandise - they a to SimplexDiam in writing within five (5) d

Shipment Details - Confidential Information. Not For FedEx

SERVINCE ON REVESTE (explicitly EURS) forms, and notice all institution of labelity Where allowed by two, shopper authorised IUS to act as forwarding spirit for expert Anniholated and the to provide the spirit of the spirit of

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

Customer Reference Number: DJ209437DJ

No * Saturday Pickup: Ship From No * Saturday Delivery: ALPA SHETH No * COD Services: SDX No * Adult Signature : 50W 47TH STREET * Residential Delivery: STE 2011 NEW YORK, NY 10036, US

**Rerouted shipment.

Ship To ADRIAAN FAIRFAX DIST 375 GHENT RD

AKRON, OH 44333, US

No * Schedule Pickup : No * Pickup Date : * Hold at Location : No No * Direct Delivery Only: * Direct Signature : No Priority Overnight Service Type: MEDIUM FEDEX BOX Package Type: 1.00 lbs Weight:

Insured Value: 2,500.00 USD \$41.89 Est. Ship & Ins Cost:

\$6.31 Est. Optional Charges: Total Estimated Cost: \$48.20

Title to Merchandise proceeds shall eived by Consignor in immediately he foregoing, the security interest that or other law, shall not supersede or affect or any other defect in any interests or ction 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. ist day of each calendar month (which e sold, lost and damaged within 5 days Agreement at any time. In the event of chandise not returned, whether ndebtedness of Consignee to Consignor w and equity, the absolute right to take ignee's books and records at any time. st, security interest, lien, attachment or 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 ration 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. with the enforcement of Consignor's Severability; Assignment; Counterparts. t either party. This Agreement sets writing signed by the party to be hereof or exercise any rights ivalid 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 ad are natural. However the diamonds at any diamond in a lot of diamonds tamped on the

5 up, 0.75 or $\frac{3}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 not responsible for the estimated terms must be reported by Consignee 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 party has received notice. 13) Waiver of Jury Irial. THE PARTIES HEREDITIALLY COUNTERCLAIMS RELATING TO THIS AGREEMENT. 18 AT A 1V OC PROCEEDING RELATING TO THIS AGREEMENT. 18 AT A 1V OC PONK IMPRING INSTRUCTIONS

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

seles Csimplexdiam.com