

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 sale until the cost charged to Consignee for such Merchandise has been received by Consignor in immediately available funds. Consignee shall keep all Merchandise may be conveyed to Consignor or which Consignor may Consignor's ownership of the Merchandise. Notwith obligations owing to Consignor, the rights and priority to the Merchandise at all times and Consignor may a contesting, the validity, perfection, priority or enforce connection herewith or contemplated hereby in favor order, memo form, invoice, correspondence, or other under any circumstances unless and until Consignor Consignee shall provide Consignor with monthly sale shall list all sales, returns, and lost or damaged Merch after receipt or the Sales Report. Consignor may request such request or any termination, all Merchandise previously sold, lost or damaged, within 5 business shall become immediately due and payable. Consign possession of and remove the Merchandise without 5) Other Covenants; Representations. Consignee w other encumbrance (each a "Lien") in or on any of it any such Lien. Consignee may sell the Merchandise bulk or in any other manner, of any Merchandise sh money security interest or similar conditions. Any p cash exchange and not the payment for an antecede applicable, duly organized under the laws of the ju preamble to this Agreement. CONSIGNOR MAKES IMPLIED WARRANTIES OF MERCHANTABILITY OR FI Consignor and its shareholders, directors, officers, expense (including, without limitation, legal fees o Consignee or any of Consignee's affiliates, director Consignee shall pay all expenses including, withou rights and remedies with respect to the Merchand The language used in this Agreement is chosen by forth the final and entire understanding with resp charged with such modification, waiver or amend hereunder shall not affect the right of such party a or unenforceability shall attach only to such provis provision shall be construed and limited to the ex without the prior written approval of Consignor. an original and all of which taken together shall c AN AS IS, WHERE IS BASIS. ALL ITEMS FOR RESAL are from multiple sources and have not been test are found to be synthetic, SimplexDiam may can items/labels/tags/Invoices are in carats and are up, 40 or 3/8 = 37 up, 33 or 1/3 = 29 up, 25 o weights on closeout merchandise - they are only to SimplexDiam in writing within five (5) days of amounts will result in a monthly late payment int of Law; Jurisdiction. This Agreement shall be govern 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 UPS**

Transaction Date : 2/26/2024  
Tracking Number : 1Z0173YV0207832143  
Confirmation Number : C8416207  
Reference Number : 108747/02262024  
Customer Reference Number : 108747/02262024

|                             |                                  |              |
|-----------------------------|----------------------------------|--------------|
| <b>Ship From</b>            | <b>* Saturday Pickup :</b>       | No           |
| ALPA SHETH                  | <b>* Saturday Delivery :</b>     | No           |
| SDX                         | <b>* COD Services :</b>          | No           |
| 50W 47TH STREET             | <b>* Adult Signature :</b>       | No           |
| STE 2011                    | <b>* Residential Delivery :</b>  | No           |
| NEW YORK, NY 10036, US      | <b>* Schedule Pickup :</b>       | No           |
| <b>**Rerouted shipment.</b> | <b>* Pickup Date :</b>           |              |
| <b>Ship To</b>              | <b>* Direct Delivery Only :</b>  | No           |
| BARBARA                     | <b>* Direct Signature :</b>      | No           |
| WINDSOR F J                 | <b>Service Type :</b>            | 2nd Day Air  |
| 2635 WASHINGTON ROAD        | <b>Package Type :</b>            | EXPRESS BOX  |
| AUGUSTA, GA 30904, US       | <b>Weight :</b>                  | 1.00 lbs     |
|                             | <b>Insured Value :</b>           | 1,000.00 USD |
|                             | <b>Est. Ship &amp; Ins Cost:</b> | \$16.33      |
|                             | <b>Est. Optional Charges:</b>    | \$2.57       |
|                             | <b>Total Estimated Cost:</b>     | \$18.90      |

shall not supersede or affect defect in any interests or h. Consignor shall have title rest, or assist any party in nsignor or granted in j in this Agreement or any o Merchandise to Consignee ig; Payment; Inspection ch calendar month (which ind damaged within 5 days at any time. In the event of t returned, whether is of Consignee to Consignor ty, the absolute right to take oks and records at any time. nterest, lien, attachment or will take all action to remove other sales of Merchandise, onsignment, credit, purchase eto to be a contemporaneous imited liability company, as is the location set forth in the WITHOUT LIMITATION, fend and hold harmless ion, claim, allegation, or (b) the acts or omissions of vendors or contractors. 7) Fees. nforcement of Consignor's ility; Assignment; Counterparts. party. This Agreement sets signed by the party to be or exercise any rights unenforceable, such invalidity agreement and any such ; not assignable by Consignee gnature, each of which shall be HANDISE SHALL BE SOLD ON atural. However the diamonds diamond in a lot of diamonds d on the 1.75 or ¾ = .70 up, .50 or ½ = .45 possible for the estimated ; must be reported by Consignee ent to SimplexDiam for any under applicable law. 12) Choice o its rules as to conflicts of law).