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 and proceeds separate, identifiable and traceable. Notwithstanding the foregoing, the security interest that may be conveyed to Consignor or which Consignor may assert or perfect pursuant to the applicable Uniform Commercial Code or other law, shall not supersede or affect Consignor's ownership of the Merch Matwithstanding any failure of Consignor to perfect any of its interests hereunder or any other defect in any interests or

obligations owing to Consignor, the opening to the the Marsh will be a Marsh with a Marsh will be a Marsh with a Marsh will be a Marsh with a Marsh with a Marsh will be a Marsh with a Marsh will be a Marsh with a Marsh will be a Marsh with to the Merchandise at all times and contesting, the validity, perfection, connection herewith or contemplat order, memo form, invoice, corresp under any circumstances unless ar Consignee shall provide Consigno shall list all sales, returns, and los after receipt or the Sales Report. such request or any termination, a previously sold, lost or damaged. shall become immediately due ar possession of and remove the M 5) Other Covenants; Representat other encumbrance (each a <u>"Lien</u> any such Lien. Consignee may se bulk or in any other manner, of a money security interest or simila cash exchange and not the payr applicable, duly organized unde preamble to this Agreement. C(IMPLIED WARRANTIES OF MERC Consignor and its shareholders expense (including, without limi Consignee or any of Consignee' Consignee shall pay all expens rights and remedies with respe The language used in this Agre forth the final and entire under charged with such modification hereunder shall not affect the or unenforceability shall attacl provision shall be construed a without the prior written appr A an original and all of which ta AN AS IS, WHERE IS BASIS. AL are from multiple sources and are found to be synthetic, Sin items/labels/tags/lnvoices a LO up, .40 or 3/8 = .37 up, .33 o

Shipment Details - Confidential Information. Not For FedEx

Transaction Date: 5/13/2024 Tracking Number : 274606557531 Confirmation Number: 289F3BDD

Reference Number: 09052024

Customer Reference Number: 09052024

Ship From ALPA SHETH SIMPLEXDIAM INC SOW 47TH STREET STE 2011 NEW YORK, NY 10036, US *Rerouted shipment. hip To R. ROBERT GR D O HATTON GARDEN VITE 131 NDON, EC1N8NX, GB	* 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: International Priorit Package Type: MEDIUM FEDEX BO Weight: 1.00 lbs Insured Value: 7,396.00 USD
	Est. Ship & Ins Cost: 100.88 Est. Optional Charges: 13.63

t and transactions in connection herewith. Consignor shall have title nee shall not contest, or assist any party in rest granted to Consignor or granted in proceeds. Nothing in this Agreement or any med to pass title to Merchandise to Consignee erefor. 4) Reporting; Payment; Inspection. the last day of each calendar month (which andise sold, lost and damaged within 5 days te the Agreement at any time. In the event of all Merchandise not returned, whether nding indebtedness of Consignee to Consignor ed by law and equity, the absolute right to take nd Consignee's books and records at any time. interest, security interest, lien, attachment or any such Lien, and will take all action to remove this Agreement, no other sales of Merchandise, ny third party on consignment, credit, purchase by the parties hereto to be a contemporaneous s a corporation or limited liability company, as place of business is the location set forth in the NDISE INCLUDING, WITHOUT LIMITATION, will indemnify, defend and hold harmless sts, liability, obligation, claim, allegation, or obligation and/or (b) the acts or omissions of atives, employees, vendors or contractors. 7) Fees. nnection with the enforcement of Consignor's it; Waiver; Severability; Assignment; Counterparts. ied against either party. This Agreement sets d except in writing signed by the party to be y provision hereof or exercise any rights Il be held invalid or unenforceable, such invalidity r provision of this Agreement and any such

> pdf or electronic signature, each of which shall be All CLOSEOUT MERCHANDISE SHALL BE SOLD ON rein delivered are natural. However the diamonds the event that any diamond in a lot of diamonds he weights stamped on the

. This Agreement is not assignable by Consignee

) or 1 ct = 0.95 up, 0.75 or $\frac{1}{4}$ = .70 up, .50 or $\frac{1}{2}$ = .45 es. We are not responsible for the estimated count, price or terms must be reported by Consignee make timely payment to SimplexDiam for any tted to be charged under applicable law. 12) Choice (without reference to its rules as to conflicts of law). jection based on forum non conveniens or any other to this Agreement in any jurisdiction other than New ss and papers therein and agree that the service ein or other address thereof of which the sending

thereof may be made by certified mail, return receipt requested, directed to the party 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.

114.51

Total Estimated Cost:

BANK WIRING INSTRUCTIONS

York County, State of New York. ...

weights on closeout merchar

to SimplexDiam in writing wi

amounts will result in a mon-

of Law; Jurisdiction. This Aq

Consignee irrevocably subm

objection to venue. Consign

Valley National Bank, 350 Madison Avenue, New York, NY 10017 USA

Tel: 312-419-4115 - Fax: 212-626-1276

Account Number: 8608095400 Routing Number: 026002794 SWIFT Code: LUMIUS3N