



NICE DIAMONDS
a subsidiary of Heirloom Diamond Collection, Inc.

Tuesday, October 24, 2023

Legal Business Name: _____ Federal Identification # : _____

Business Type: ☐ Individual ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Ltd./ LLP / LLC ☐ Other _____

Category: ☐ Retail ☐ Wholesale ☐ Manufacturer ☐ Dept. Store ☐ Individual / Designer ☐ Other _____

Affiliation/Member: ☐ Leading ☐ RJO ☐ IJO ☐ SJO ☐ JBT ☐ Other _____

President / Owner:
[Mr. / Mrs. / Ms.] _____

Authorized Buyers: _____

Is this company AML (anti-money laundering) compliant pursuant to the USA Patriot Act? Yes ____ No ____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () - _____ Fax: () - _____ E-Mail: _____

Cellular: () - _____ JBT ID: _____

Federal Tax ID: _____ Resale Number: _____

City: _____ State: _____ Country: _____ Year Established: _____

BANK INFORMATION

Bank Name: _____ Account Manager: _____

Account No.: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () - _____ Fax: () - _____

Bank Name: _____ Account Manager: _____

Account No.: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: () - _____ Fax: () - _____



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TRADE REFERENCES

Company Name: _____	Account Manager: _____
Account No.: _____	
Address: _____	City: _____ State: _____ Zip: _____
Phone: () - _____	Fax: () - _____
Company Name: _____	Account Manager: _____
Account No.: _____	
Address: _____	City: _____ State: _____ Zip: _____
Phone: () - _____	Fax: () - _____
Company Name: _____	Account Manager: _____
Account No.: _____	
Address: _____	City: _____ State: _____ Zip: _____
Phone: () - _____	Fax: () - _____
Company Name: _____	Account Manager: _____
Account No.: _____	
Address: _____	City: _____ State: _____ Zip: _____
Phone: () - _____	Fax: () - _____

Proud Members of:





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DIAMOND AND JEWELRY INVOICE AND MEMORANDUM AGREEMENT

The merchandise described on the memo/invoice will be delivered to the undersigned and consignee (hereinafter referred to collectively as "you"), at your risk from all hazards, regardless of the cause of the loss or damage, only for examination and inspection by prospective purchaser, upon the express condition that all such merchandise shall remain the property of **Heirloom Diamond Collection, Inc. DBA. Nice Diamonds** and shall be returned on demand, in full, in its original form. Until the merchandise is returned and actually received by **Heirloom Diamond Collection, Inc.**, you shall remain responsible (both personally and in your representative capacity) for the merchandise, and, in the event of damage or loss, whether caused by you or by another, whether or not under your control, you will indemnify **Heirloom Diamond Collection, Inc.** immediately by payment of the stated value which represents the extent of actual loss (and if not intended to constitute a price for the sale of the merchandise), plus legal fees of twenty-five percent (25%) of the memorandum value, plus costs, disbursements, finance charges and interest (at the maximum legal rate), if **Heirloom Diamond Collection, Inc.** is forced to turn this matter over to an attorney for enforcement of **Heirloom Diamond Collection, Inc.'s** rights. **Any discrepancies in weight, quality and/or price should be reported immediately on receipt and a new memo/invoice should be requested, otherwise such discrepancies shall be deemed waived and accepted. We will send confirmation and a copy via mail/email/text message.**

It is the intention of the parties that the undersigned to whom the merchandise is delivered, assumes personal liability for the merchandise irrespective of his representative capacity vis-a-vis the consignee. You acquire no right nor authority to sell, pledge, hypothecate or otherwise dispose of the merchandise or any part thereof, by memorandum or otherwise, it being expressly understood that regardless of other transactions or prior trade customs, no credit is extended with respect to the merchandise. A sale of all or any portion of the merchandise shall occur only if and when **Heirloom Diamond Collection, Inc.** agrees and you shall have received from **Heirloom Diamond Collection, Inc.** a separate invoice. A subsequent sale of any specific part of the merchandise shall not affect the terms hereof with respect to the balance hereof. **RECEIPT OF THE MERCHANDISE CONSTITUTES YOUR AGREEMENT TO THE FOREGOING TERMS WHICH REPRESENT THE ENTIRE CONTRACT** with respect to the merchandise herein described and which cannot be varied by oral statements, dealing with respect to other merchandise or any contrary custom of the trade. Permission is granted to **Heirloom Diamond Collection, Inc.** to file a financing statement under the U.C.C. **Heirloom Diamond Collection, Inc.** guarantees that the diamond(s) on the memo/invoice were acquired in accordance with DTC best business practice principles and were not acquired in breach of U.N. resolutions 1173, 1176 and 1306. Amounts shown are in U.S. Dollars. **IT IS AGREED ALL MERCHANDISE DESCRIBED ON THIS MEMORANDUM SHALL REMAIN IN HEIRLOOM DIAMOND COLLECTION, INC'S VAULT UNDER AND FOR SAFE CUSTODY UNTIL FULL AND FINAL PAYMENT HAS BEEN SATISFIED SHOULD ANY DISPUTE ARISE, AND IT SHALL BE PART OF THE TERMS AND AGREEMENT OF THIS MEMORANDUM AND ANY INVOICE ISSUED FROM HEIRLOOM DIAMOND COLLECTION, INC IN CONJUNCTION WITH THIS MEMORANDUM.**

DISPUTE RESOLUTION

Any dispute, controversy, or claim between you and/or your company and (A) Heirloom Diamond Collection, Inc. DBA. Nice Diamonds, or (B) any individual and/or company listed at nyddc.com/list, arising out of or relating to any current, past, or future transactions in which (A) Heirloom Diamond Collection, Inc. DBA. Nice Diamonds / Nilesh Sheth and/or (B) any individual and/or company listed at nyddc.com/list has sold, transferred, or delivered goods to you and/or your company, shall be exclusively determined by arbitration administered by the Diamond Dealers Club, Inc. ("DDC") in New York City under its By-Laws and Rules and Regulations (available at nyddc.com/list). The parties submit themselves to the jurisdiction of the DDC, and judgment on any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. You agree to be personally responsible for any awards rendered by the arbitrators. You hereby waive any claim or objection relating to forum non conveniens. All terms herein related to arbitration shall survive termination, cancellation, or expiration of this document.

DIAMOND AND/OR JEWELRY CONFIGURATION

The described merchandise may not be altered, un-mounted or converted in any way by the consignee/signatory or by/through any third party without the express written consent of **Heirloom Diamond Collection, Inc.** **ALL RETURNED DIAMONDS MUST BE IN THEIR ORIGINAL STATE, FORM, CONFIGURATION, AND CONDITION.**

By signing this document, you fully authorize **Heirloom Diamond Collection, Inc.** to revise your business and/or personal credit history with a **credit reporting agency**, and in the event of breaking the agreement stated within this memorandum and/or invoice we are authorized to file a report against you to a **credit agency**. Additionally, by signing below and/or accepting delivery, you are authorizing us to file a UCC for past, present & future transactions.

Description of collateral: "ALL OF DEBTOR'S PERSONAL PROPERTY WHEREVER LOCATED, AND NOW OWNED OR HEREAFTER CREATED OR ACQUIRED, INCLUDING ACCOUNTS, CHATTEL PAPER INVENTORY, EQUIPMENT, INSTRUMENTS, INVESTMENT PROPERTY, DOCUMENTS, DEPOSIT ACCOUNTS, LETTER OF CREDIT RIGHTS, GENERAL INTANGIBLES (INCLUDING PAYMENT INTANGIBLES), SUPPORTING OBLIGATION, AND ALL ADDITIONS, REPLACEMENTS AND SUBSTITUTIONS THERETO AND THERFOR, AND, TO THE EXTENT NOT LISTED ABOVE AS ORIGINAL COLLATERAL, ALL CASH AND NON-CASH PROCEEDS AND PRODUCTS OF THE FOREGOING".

Special conditions: Negotiated prices which may differ on the invoice connected to memorandum(s) shall remain valid only if paid as agreed on invoiced terms and payment agreement, otherwise **Heirloom Diamond Collection, Inc.**, has your authority to revise and re-issue the unpaid invoice to the pre negotiated memorandum price and further demand immediate payment in full and further has your authority to invoice finance charges as described on the agreed invoice the amount past due as well as finance charges are due and payable and will accumulate until the actual invoice is paid in full.

I, _____ President / Owner of the company, confirm that the above details are true and correct and will conform to the Diamond and Jewelry Invoice and Memorandum agreement. I have provided or will provide all required documentation when requested. Confirm that where applicable, I have disclosed all relevant information. We'll provide any changes to the aforesaid information.

Signature: _____ Title: _____

Print Name: _____ Date: _____