

EMIL PRECIOUS

Terms and Conditions

Website & Gem Testing Services Terms and Conditions

Document Controller	EMIL PRECIOUS CO., LTD. Company Registration No. 0105535059144
Document Status	Version 1.0 Last updated 5 September 2026 Effective 5 September 2026

1. About These Terms

These terms and conditions (the "Terms") apply to access to <http://www.emil.co.th/> and to enquiries about or use of the gemstone examination, analysis and certification services of EMIL PRECIOUS CO., LTD. (the "Company", "we", "us" or "our").

Visiting the website does not automatically create a service contract. A service contract is formed when the Company accepts the work in accordance with Section 4. By using the website, submitting a request or delivering property for service, you confirm that you have read and accepted these Terms together with the applicable quotation, job receipt and specific conditions.

If you act for a legal entity or another person, you represent that you have authority to bind that person. If you do not accept these Terms, do not use the website or deliver property until terms have been agreed with the Company.

2. Service Provider

The service provider is EMIL PRECIOUS CO., LTD., Company Registration No. 0105535059144, at 119 BIS Building (formerly Warner Building), Phase 2, 4th Floor, Room 4F4, Mahesak Road, Suriyawong, Bang Rak, Bangkok 10500. Further contact details are provided at the end of this document.

3. Scope of Services

The Company examines and analyses gemstones and jewellery and may issue I.D. Reports, I.D. Photocards, I.D. Memocards or other accepted documents. Additional services may include gemstone-origin analysis, diamond colour or clarity analysis, additional photography and document reissuance.

Details, prices, methods, timing and deliverables depend on the type, condition, setting, size, number of analytical items and scientific limitations of each property item. The Company may refuse, suspend or propose a revised scope where the property or request is unsuitable for available methods, unlawful or unsafe.

4. Requesting Services and Contract Formation

- 1 You contact the Company, state the scope of work, and provide accurate and complete information.

- 2 The Company may conduct a preliminary condition inspection, request further documents or information, and issue a quotation or job receipt.
- 3 A service contract is formed when the Company (a) accepts the property and issues evidence of job acceptance, or (b) confirms acceptance of the instruction in writing or electronically, and (c) receives any required deposit or payment.
- 4 The quotation, job receipt, specific consent document and the Company's confirmation form part of the contract. If they conflict with these Terms, the specific condition later accepted by both parties prevails for that matter.

Electronic records such as email, confirmation messages and digital job receipts may be used as evidence of communication and contract formation as permitted by law.

5. Customer Duties and Representations

- You own the property or are duly authorized to submit it, receive results and give instructions concerning it.
- Information you provide - including type, origin, treatment history, condition, existing damage, declared value and return-recipient details - is true and not misleading.
- The property is not connected with unlawful conduct or prohibited goods, and its import, export, possession and delivery comply with law.
- You will retain copies of important documents, use suitable packaging, and follow delivery, security and insurance instructions.
- You will promptly verify the name, address, property description and scope of work on the job receipt or certificate and report errors without delay.

The Company may request proof of identity, authority or provenance and may report or disclose information to competent authorities where required by law.

6. Receipt and Condition Recording

On accepting work, the Company may weigh, measure and photograph the property, assign a job number, record defects or packaging condition, and use other reasonable means to identify the property and preserve chain of custody. Company records are prima facie evidence but do not prevent you from presenting contrary evidence.

Gemstones and jewellery may be fragile or contain cracks, stress, insecure settings or hidden damage. You must disclose special conditions in advance. The Company will exercise professional care and will not intentionally use destructive methods, unset an item or alter its condition without prior notice and specific consent, except where urgently necessary to prevent danger or as required by law.

7. Examination Methods and Limitations of Results

Examination results and certificates are professional opinions concerning the property received as at the examination date, based on the sample's condition and the instruments, methods, standards, knowledge and information then available. Results may differ when new information or technology becomes available, standards or property condition change, or another method or institution performs the examination.

- Settings, coatings, dirt, small size, damage or access limitations may prevent examination of certain characteristics or limit the result.
- Origin, treatment or certain characteristics cannot always be conclusively determined. The Company may report an inconclusive result or include scientifically appropriate qualifications.
- Unless expressly ordered, a certificate is not a valuation and does not guarantee market price, ownership, provenance, the accuracy of third-party advertising, or acceptance by any buyer, institution, government or country.
- Sample certificates and website text are illustrative. The actual format and data fields may differ by job type.

The Company does not guarantee that the property will increase in value, be saleable or be accepted by a third party as a result of the service. The Company remains responsible for providing services to an appropriate standard, and statutory consumer rights remain unaffected.

8. Turnaround Times

Times shown on the website or stated by staff are estimates based on service type, such as standard, regular urgent or special urgent work. Timing begins only after the Company has received the property, required information and documents, and any required payment or deposit, and confirms that work may begin. "Business days" exclude Company holidays, public holidays and periods awaiting your response or approval.

The Company will use reasonable efforts to meet the estimated time, but timing may change because of sample characteristics, additional testing, equipment failure, security issues, referral to an expert, force majeure or other circumstances beyond reasonable control. If a material delay occurs, the Company will notify you and offer reasonable options. "Urgent" does not guarantee a fixed deadline unless confirmed by the Company in writing.

9. Prices, Taxes and Payment

Prices shown on the website are general information current when displayed, exclude 7% VAT unless stated otherwise, and may be changed for new orders without prior notice. Prices for accepted work are those in the quotation or job receipt unless the scope changes, additional services are requested, or statutory taxes or charges change. Where practicable, the Company will obtain your approval before charging additional fees.

You must pay using the method and by the deadline stated in the quotation or job receipt. To the extent permitted by law, the Company may suspend commencement, delivery of results or return of property until full payment is received. A transfer is complete only when funds are credited to the Company's account and are not reversed.

Shipping, insurance, duties, import or export taxes, bank charges and third-party expenses are excluded unless expressly stated.

10. Coupons and Discounts

Coupons or discount rights apply according to the value, conditions, service type, period and customer account specified by the Company at purchase. The website describes a THB 20,000 coupon offering a 20% discount from applicable prices and allowing repeated use within the coupon balance. A purchase is completed when the Company issues confirmation together with the specific conditions.

A coupon is not a deposit and earns no interest. Cash redemption, transfer and refund are governed by the specific conditions disclosed before purchase and applicable law. If service prices change, deductions and discounts are calculated using the price applicable to that order. Before purchase or on request, the Company will state the activation date, expiry date, participating services, VAT calculation, transfer or loss conditions and remaining balance.

11. Changes, Cancellation and Refunds

You may request a change or cancellation by contacting the Company promptly. Before work begins, amounts paid will be refunded after deducting actual, non-recoverable expenses. After work begins, the Company may charge proportionately for work performed and committed costs. After results are delivered, fees are non-refundable unless the service did not conform to the agreement, the Company made an error, or the law requires otherwise.

If the Company must cancel because it cannot perform for reasons not attributable to you, it will refund the unperformed portion and arrange return of the property. If cancellation results from inaccurate information, unlawful work, security risk or non-payment, the Company may deduct actual expenses and exercise other legal rights.

12. Shipping and Insurance

If you send property through a carrier, use discreet and suitable packaging, choose a tracked service, and insure it for its true value, particularly for international shipments. You are responsible for documentation, customs, permits, taxes, duties and import or export restrictions.

Risk while property is with a carrier selected or engaged by you remains with you until the Company receives and checks it, and passes back to you when the Company delivers it to the carrier on your instruction, except to the extent loss results from the Company's act or negligence or the law provides otherwise. If the Company contracts directly with the carrier, liability is governed by the job receipt, carriage agreement and applicable law.

You must declare the property's value in good faith before delivery. Failure to declare, or under-declaration, does not exclude liability that cannot lawfully be excluded, but may affect insurance limits and proof of loss.

13. Collection and Uncollected Property

The Company will return property to the person named on the job receipt or an authorized recipient whose identity can be verified. You must inspect the property, documents and packaging on collection and report irregularities promptly. Signing for receipt does not waive statutory claims for defects that could not be discovered at collection.

If property is not collected by the due date, the Company may send reminders, store it with reasonable care, and charge a storage fee disclosed in advance. The Company will not sell, destroy or otherwise deal with property without authority under the contract and law.

14. Review of Results and Reissue of Documents

If you believe certificate details do not match the job receipt or suspect an error, stop using or publishing the document and contact the Company promptly, providing the original document and original property if necessary. The Company will investigate and correct its own error without a reasonable correction fee. Reanalysis due to changed condition, new information, an additional request or expiry of the review period may be chargeable.

Replacement certificates or cards requested because of loss, damage or a format change are subject to the price current on the request date. The Company may cancel the original number or mark the document as reissued to prevent duplicate use.

15. Use of Certificates, Trade Names and Intellectual Property

You may reproduce a certificate only in full and without alteration for presentation in relation to the examined property. You must not edit it, conceal text, extract only part, make a misleading copy, alter a number, image or result, or use it for other property without written permission.

The EMIL PRECIOUS name, marks, certificate formats, website content, images, graphics, databases, preparation methods and other intellectual property belong to the Company or its licensors. You receive only a limited right to use the website and certificates for lawful purposes.

Where falsification, use for the wrong item or public deception is found, the Company may suspend traceability verification, publish a cancellation notice or take legal action.

16. Acceptable Website Use

You must not interfere with security, attempt unauthorized penetration testing, transmit malware, conduct automated collection at a volume that impairs service, impersonate another person, infringe intellectual property, use information for fraud, or engage in unlawful activity. The Company may restrict or suspend access to protect security and the rights of others.

Third-party links or services, including maps and infrastructure providers, are governed by their own terms. The Company does not control their content, availability or data processing, but this limitation does not affect liability imposed on the Company by law.

17. Website Availability and Corrections

The Company seeks to keep information accurate and the website available, but may update, correct, suspend or discontinue any part for maintenance, security or necessity without guaranteeing error-free or uninterrupted operation. If website information conflicts with an accepted quotation or job receipt, the job-specific document prevails.

18. Liability

Subject to applicable law, each party is liable for proven direct loss that ordinarily results from its breach of contract, wrongful act or negligence. The Company is not responsible for trading, pricing, investment, lending or third-party warranty decisions based on a certificate outside its stated purpose and limitations.

To the extent permitted by law, the Company is not liable for indirect loss or loss of opportunity, profit, reputation or data, unless such loss was or ought reasonably to have been contemplated by the parties when contracting and liability is required by law. Nothing in these Terms limits or excludes liability for wilful misconduct or gross negligence, death or personal injury caused by negligence, fraud, or consumer rights that cannot lawfully be limited.

If a job receipt specifies a liability or insurance limit, it must be clearly disclosed, appropriate to the declared value and lawful before the Company accepts the property.

19. Force Majeure

A party unable to perform because of circumstances beyond its reasonable control - such as natural disaster, fire, epidemic, power or communications failure, government action, civil disorder, transport disruption or serious instrument damage - is not in breach for the duration and extent of that event, provided it uses reasonable efforts to mitigate the effects and notifies the other party. If the event continues so that the contract's purpose cannot be achieved, the parties may agree to terminate and pay only for work and costs actually incurred.

20. Personal Data

The Company processes personal data under the EMIL PRECIOUS Privacy Policy, which should be published together with these Terms. By providing another person's data, you confirm that you have the right to provide it and have given that person the necessary information.

21. Amendments

The Company may amend these Terms for future website use or service orders by displaying the current version and revision date on the website. An amendment does not change an accepted job unless required by law, necessary for security, or agreed by both parties. If a change materially affects rights, the Company will give notice through an appropriate channel.

22. Governing Law and Disputes

These Terms and service contracts are governed by Thai law. If a dispute arises, the parties should first negotiate in good faith and use the Company's complaint channel. This does not limit a consumer's right to complain to the Office of the Consumer Protection Board or another authority, or to bring proceedings before a court of competent jurisdiction.

23. General Provisions

- If a provision is unenforceable, only the minimum necessary part will be severed and the remaining provisions will continue in effect.
- Failure or delay in exercising a right does not waive that right.
- You may not assign contractual rights or obligations without the Company's consent unless the law grants that right. The Company may assign in a restructuring or business transfer without reducing your rights and will give reasonable notice.
- If a translation is prepared, the Thai version prevails unless applicable law or a specific agreement provides otherwise.
- These Terms apply together with the quotation, job receipt, consent documents and Privacy Policy, which collectively form the agreement for the relevant work.

Contact Details

For questions, complaints or other communications concerning these Terms, please contact the Company as follows:

Operator: EMIL PRECIOUS CO., LTD.

Company Registration No.: 0105535059144

Address: 119 BIS Building (formerly Warner Building), Phase 2, 4th Floor, Room 4F4, Mahesak Road, Suriyawong, Bang Rak, Bangkok 10500

Telephone: 0-2234-8872, 0-2237-1928, 0-2234-3700-9 (10 lines), Room 447, and 08-1912-8208 (English/Japanese)

Email: info@emil.co.th and micky@emil.co.th

Website: <http://www.emil.co.th/>