

8 April 2011

[REDACTED]

(by e-mail)

Dear Sir,

**RE: LETTER BEFORE ACTION**

We act for Mr. [REDACTED] (representing [REDACTED] [REDACTED] [REDACTED] with whom you have previously entered into a commercial relationship for the manufacture of certain jewellery items ("the Jewellery"). We are instructed that on or about [REDACTED] [REDACTED], pursuant to this relationship and for the purposes of manufacturing the Jewellery you took possession of certain consumable items (for example, gold, diamonds and silver) ("the Consumables") as well as various tools and machinery ("the Equipment").

We are instructed that in contravention of your agreement with our client you failed to produce the Jewellery as agreed.

We are also instructed that the Consumables, which had been entrusted to you were in fact disposed of in an unlawful manner without the knowledge or consent of our client. In the circumstances we can only assume that you have similarly made use of the tools and equipment for your own purposes.

[REDACTED] [REDACTED] [REDACTED] [REDACTED] due to [REDACTED] [REDACTED] our client was unable to follow up on these matters for some time.

In the circumstances, and in accordance with the Thai *Civil and Commercial Code* the fairest way of resolving this situation is to treat the Consumables and Equipment as having been sold to you as at the date you took possession of them. The alternative – treating the Consumables and Equipment as having been hired - instead of purchased - by you, results in a higher claim amount and would also dictate that you were now obliged to return these to our client. We have therefore adopted the former approach to valuing the claim. We note that you have already paid some amounts to our client and we have taken this into consideration when calculating the overall claim against you.

According to our instructions, therefore, the value of this claim is [REDACTED] plus interest at the rate of [REDACTED] % per annum from the date you took possession of the Equipment (we have used a 'rounded down' figure of [REDACTED] years) being equal to U[REDACTED][REDACTED]. Therefore the total amount due is [REDACTED][REDACTED].

We must demand that you remit this sum to our client within 14 days of receipt of this letter. Please note that a failure to do so will result in further action being taken, the cost of which will also be claimed against you.

Yours faithfully

*TG Associates Asia*