



GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G OF 2025

ASSOCIATED INDUSTRIES, LTD trading as AI Rentals

PLAINTIFF

AND:

ELITE MARBLE & GRANITE LTD.

DEFENDANT

WRIT OF SUMMONS

TO: Elite Marble & Granite Ltd.
The Elite Building, Lincoln Drive,
Industrial Park, George Town, Grand Cayman

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff, of 61 Lancaster Crescent, Industrial Park, George Town, Grand Cayman in respect of the claims set out on the next page.

Within 14 days after service of this Writ on you, (or where this Writ is served on you out of the jurisdiction pursuant to an Order of the Court, within 28 days) counting the day of service, you must either satisfy the claim or return to the Courts Office, P.O. Box 495, George Town, Grand Cayman, KY1-1106, Cayman Islands the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein any intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 9th day of June 2025.

NOTE this Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 months) beginning with the date of original issuance unless renewed by order of the Court

IMPORTANT

Directions for the Acknowledgement of service are given with the accompanying form

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: G OF 2025
BETWEEN:

ASSOCIATED INDUSTRIES, LTD trading as AI Rentals

PLAINTIFF

AND:

ELITE MARBLE & GRANITE LTD.

DEFENDANT

STATEMENT OF CLAIM

1. The Plaintiff is a duly incorporated Cayman Islands company carrying on business inter alia renting construction related equipment from premises located at 61 Lancaster Crescent, Industrial Park, George Town, Grand Cayman.
2. The Defendant is a duly incorporated Cayman Islands company carrying on business as a contractor and supplier of marble and granite from premises and registered office located at the Elite Building, Lincoln Drive, Industrial Park, George Town, Grand Cayman.
3. Commencing in or about November 2019 and continuing through to March 2020 the Defendant rented from the Plaintiff construction equipment, principally “floor props” and “floor prop pins” (“the Equipment”), under a series of Rental Contracts and on the Plaintiff’s Terms and Conditions endorsed on the reverse of the Rental Contracts, which Terms and Conditions were expressly incorporated into the Rental Contracts.
4. The Plaintiff relies on the Terms and Conditions under the Rental Contracts for their full force and effect including but not limited to the following provisions:

DELIVERY & COLLECTION. All items are charged for on a time-out basis, whether or not the item is used. Delivery and collection are scheduled at Our convenience; however We do try to fit within Your schedule. You grant Us (Our agents and employees) the right to enter Your premises for the sole purpose of Delivery, Installation and Pickup of Our Rented Equipment and Goods. Delivery and Pickup will be to ground level only. There is an additional charge for Delivery or Pickup up or downstairs. There is an additional charge for set-up and knock-down of tables and chairs. If there are additional items requested, You agree to pay an additional charge of US\$62.50 (CIS\$50.00) for each extra delivery made due to a call made by You unless the delivery charge for the area is a higher amount in which case the higher cost will be charged. You are responsible for maintaining the Delivery and Pickup times agreed upon in order to ensure the availability of Equipment. If entry to a building is inaccessible at the time agreed upon for Delivery or Pickup, You agree to pay our per hour charge out rate for working time lost by our staff after five (5) minutes plus any additional Rental Charges incurred. Our staff will make every effort to make themselves heard and available at the front entrance of the designated building, but You bear the responsibility for providing access for Our staff.

RESPONSIBILITY. Responsibility for all items remains with You from time of delivery to the time of return/collection. You are to secure all items and protect them including against fire, weather, theft, damage, etc. You are to maintain all items in good condition. If items are lost, stolen, or damaged under any circumstances while rented, regardless of fault, You shall be responsible for all charges for repair or replacement, at Our discretion, including labor costs to repair or replace the items. You will be responsible for rental charges for the item (s) until they can be rental-ready again. It is Your responsibility to have the delivery and/or installation area(s) cleared before the date and time of our delivery, unless otherwise agreed upon with Us.

DAMAGE OR LOSS. Any damaged or missing items will be Your responsibility and will be charged for accordingly. You agree to pay for any damaged or missing items while in Your possession, regardless of cause. Items not returned and/or damaged items will be billed to You at the market value. You agree to pay the cost of the above mentioned charges immediately upon receipt of the invoice.

FAILURE TO RETURN DURING BUSINESS HOURS. In the event the Equipment is returned to Our premises at a time *not* during Our regular business hours, You agree to pay for any damage to or loss of the Equipment occurring between the time of return and the commencement of Our next business day.

LATE PAYMENT CHARGE. You agree to pay Us all Rental Charges promptly when due and to pay a Late Payment Charge of 2% per month (ANNUAL PERCENTAGE OF 24%) on any past due, unpaid balance of the Rental Charges.

COLLECTION COST. You agree to pay all reasonable costs of collection, including court costs, attorney's fees and other expenses incurred by US including staff time at charge out rates in the collection of the charges due under this Rental Contract, or in the retaking of the Rented Items or in other enforcement of the terms of this Rental Contract.

CARE OF EQUIPMENT. You are the insurer of the Rented Equipment and Items ("Equipment") and assume the entire risk of all loss and damage, regardless of cause, with respect to the Equipment, reasonable wear and tear excepted. Accrued rental charges may not be applied against the purchase or replacement of damaged, loss or stolen Equipment. Equipment, unreturned when due or damaged beyond repair, must be paid for by You at its full current replacement cost, including all shipping and handling charges including but not limited to Air Freight, Courier Delivery, Duty, Port Charges, Warehouse Fees, etc. The cost of repairs will be borne by You whether performed by Us or, at Our option, by another. You also agree to pay a reasonable cleaning charge for Equipment returned dirty. You agree to pay Us for the above stated losses, charges and costs immediately upon receipt of invoice and authorize us to debit Your Debit or Credit Card as supplied in this contract or as may be provided or advised.

RETURN OF EQUIPMENT. You agree to return the Rented Equipment and Items ("Equipment") by the agreed Return Date in the same condition as when the Equipment was received, ordinary wear and tear excepted. You shall be liable for all damages to or loss of the Equipment and liability incurred prior to return. You shall also be responsible for all costs incurred by Us in recovering and returning damaged Equipment to Our premises. If Equipment is to be picked up by Us, You agree to provide a secure storage location and accept all risks relative to the stored Equipment for a reasonable period of time until We pick up the Equipment.

5. The Plaintiff states that in breach of the Terms and Conditions of the Rental Contracts the Defendant, (i) repeatedly failed to return the Equipment within the Plaintiff's business hours and/or with information as to the applicable and corresponding Rental Contracts of the returned Equipment, (ii) failed to return certain of the Equipment at all, and (iii) failed to settle in full the balance owing under Plaintiff's invoices raised under the Rental Contracts.

6. The Plaintiff duly invoiced the Defendant under the Rental Contracts, including for the replacement cost of unreturned Equipment (\$11,792.00), and net of payments made by the Defendant, the balance owing by the Defendant under the each of the Rental Contracts, together with Late Payment Charges of 2% per month accruing from 1 April 2020, is as set out below.

Contract No.	Date opened	Date closed	Amount
39152D	11/23/2019	1/7/2020	798.00
39152E	12/21/2019	1/22/2020	798.00
39152F	1/18/2020	2/15/2020	798.00
39152G	2/15/2020	3/9/2020	199.50
39223C	11/11/2019	12/21/2019	1,140.00
39223D	12/9/2019	1/7/2020	1,140.00
39223E	1/6/2020	2/10/2020	1,140.00
39223F	2/3/2020	3/9/2020	792.00
39240C	11/12/2019	12/13/2019	1,017.25
39240D	12/10/2019	1/7/2020	1,140.00
39240E	1/7/2020	2/10/2020	1,140.00
39240F	2/4/2020	3/9/2020	691.00
39276C	11/18/2019	12/16/2019	1,140.00
39276D	12/16/2019	1/13/2020	1,310.00
39276E	1/13/2020	2/10/2020	1,140.00
39276F	2/10/2020	3/9/2020	1,140.00
39292C	11/22/2019	12/21/2019	1,200.00
39292D	12/20/2019	1/23/2020	1,650.00
39292E	1/17/2020	2/18/2020	2,596.00
39342B	11/13/2019	12/13/2019	183.00
39342C	12/11/2019	2/15/2020	183.00
39342D	1/8/2020	3/9/2020	183.00
39342E	2/5/2020	3/9/2020	161.80
39804A	11/26/2019	12/30/2019	342.00
39804B	12/24/2019	1/23/2020	342.00
39804C	1/21/2020	2/18/2020	342.00
39804D	2/18/2020	3/9/2020	35.10
40984	3/9/2020	3/9/2020	11,792.00
Total rental charges			\$34,533.65
Late payment charges, 1 April 2020 to 31 May 2025 at 2% per month - \$690.67 x 62 months:			42,821.54
Total			\$77,355.19

7. Despite repeated written demands by the Plaintiff dating to September 2020, and by its attorneys dating to 27 May 2022, the Defendant has failed or refused to settle its account with the Plaintiff under the Rental Contracts, as aforesaid.

8. The Plaintiff therefore claims the principal sum of \$34,533.65 due and owing as of 1 April 2020, together with Late Payment Charges / interest accruing at the contractual rate of 2% per month (\$690.67/month) thereafter being \$42,821.54 as of 31 May 2025, for a total of principal and interest of \$77,355.19 as of 31 May 2025.
9. The Plaintiff claims its attorneys' fees, court costs and staff time costs, on the full indemnity basis as Collection Cost as provided for in its Terms and Conditions set out above.

THE PLAINTIFF THEREFORE CLAIMS:

- (a) Judgment in the principal sum of \$34,533.65
- (b) Judgment for Late Payment Charges/interest at the contractual rate of 2% per month being \$42,821.54 as of 31 May 2025;
- (c) Pre and post-judgment interest accruing at the contractual rate of 2% per month (\$690.67/month) from 1 June 2025, alternatively at 2 $\frac{3}{4}$ % per annum pursuant to s.34 of the Judicature Act (2021 Revision) and the Judgment Debts (Rates of Interest) Rules (2021 Revision);
- (d) Its costs of enforcement on a full indemnity basis pursuant to the Terms and Conditions of the Rental Contracts, alternatively, its costs to be assessed pursuant to GCR Order 62, or in the event of default judgment, fixed costs in accordance with GCR Order 62, r.7(1)(c).
- (e) Such further and other relief as to this Honourable Court may seem just.

DATED at Grand Cayman this 9th day of June 2025

Hampson and Co.

Hampson and Company
Attorneys for the Plaintiff

THIS WRIT OF SUMMONS AND STATEMENT OF CLAIM are filed by Hampson and Company, attorneys for the Plaintiff, whose address for service is that of its said attorneys, at Apollo House East, 4th Floor, 87 Mary Street, George Town, P.O. Box 698, Grand Cayman KY1-1107, Cayman Islands.

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PLAINTIFF

AND:

ELITE MARBLE & GRANITE LTD.

DEFENDANT

ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

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1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

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2. State whether the Defendant intend to contest the proceedings (tick appropriate box)

Yes ☐ No ☐

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3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)

Yes ☐ No ☐

Service of the Writ is acknowledged accordingly

Signed

Attorney for the Defendant

Address for service:

Please complete overleaf

Notes on address for service

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by Plaintiffs' Attorney (or by Plaintiffs if suing in person) of his name, address and reference, if any, in the box below.

Hampson and Company Attorneys-at-Law Apollo House East, 4 th Floor 87 Mary Street P.O. Box 698 Grand Cayman KY1-1107 Cayman Islands

Indorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.

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DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, P.O. Box 495, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

See over for notes for guidance

Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgment of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service (or 28 days in the case of a writ served outside the jurisdiction pursuant to an order of the Court), a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a LIMITED COMPANY the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.