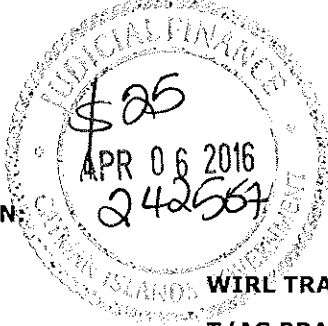


IN THE SUMMARY COURT OF THE CAYMAN ISLANDS



CAUSE NUMBER: ^{S 0082} OF 2016 (SC)

BETWEEN:

WIRL TRADING CO. LTD
T/AS BRANDSOURCE HOME GALLERY

PLAINTIFF

AND:

PAULINE EDELENBOS

DEFENDANT

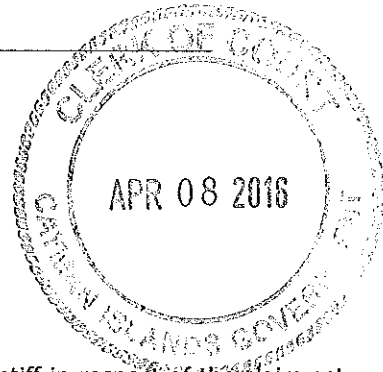
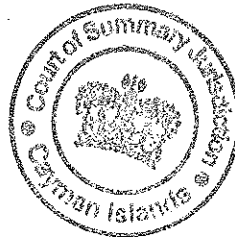
PLAINT

To the Defendant:

Pauline Edelenbos

Apt 117 George Town Villas

George Town, Grand Cayman



THIS PLAINT has been issued against you by the above-name Plaintiff in respect of the claim set out on the next page.

WITHIN 14 DAYS after service of this *Plaint* on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495, George Town, Grand Cayman, the accompany *Acknowledgement of Service* form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the *Acknowledgement of Service* form.

IF YOU FAIL to satisfy the claim or fail to return the *Acknowledgement of Service* form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued the 6 of April, 2016

See overleaf of particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

1. The Plaintiff is a company which provides the commercial and consumer goods but not limited to kitchen cabinetry. The Defendant is a customer to which the Plaintiff provided kitchen cabinetry goods and service too.
2. On 22 June 2015, the Plaintiff provided the Defendant with an offer to provide the goods and installation of kitchen cabinetry for the Defendant's resident.
3. On 23 July 2015, the Plaintiff accepted the offer and created an intention to create legal relations by agreeing to and signing the Defendant's Terms & Conditions.
4. Paragraph 1 of the Terms and Conditions set out that the Defendant is require to pay a consideration of 50%, namely CI\$5,500.00, upon placement of the kitchen cabinetry order. The consideration was received on 24 August 2015.
5. As provided for in the Terms and Conditions, the remainder of the balance was due upon completion.
6. On 25 September 2015, installation of the kitchen cabinetry was completed with the exception of two cabinets, one door and one refrigerator panel, which was damage during the freight forwarding process. As such, paragraph 7 of the Terms and Conditions entitled the Defendant to withhold 10%, namely CI\$538.31, of balance if the goods provided are damaged or missing. Therefore, the remaining 40%, namely \$4,995.21, became payable immediately.
7. On 25 September 2015, the defendant signed a Job Inspection Sheet agreeing that the installation was to her satisfaction with the exception to the outstanding damage goods, which was due to be installed at a later date.
8. On 29 September 2015, the defendant sent a correspondence stating that she was now dissatisfied with the installation and that the plaintiff must ratify the situation.
9. Further correspondences were made between plaintiff and defendant to ratify the situation, and a resolution was later agreed to by both parties. Consequently, the plaintiff has refused to pay the outstanding amount.
10. As a result of the defendant's breach of contract, the plaintiff has suffered loss and damage in the sum of CI\$5,533.52.

STATEMENT REGARDING INTEREST

- (a) The Plaintiff seeks pre judgement finance fee and post judgment interest, as pre paragraph 8 of the Terms and conditions, and the Judicature Law (2013 Revision).
- (b) As per paragraph 8 of the Terms and Conditions there is a flat finance fee of 5% of the outstanding balance.
- (c) The finance fee claimed is the sum of CI\$275.00.

(b) As per paragraph 8 of the Terms and Conditions there is a flat finance fee of 5% of the outstanding balance.

(c) The finance fee claimed is the sum of CI\$275.00.

AND THE PLAINTIFF CLAIMS:

1. The said sum of CI\$5,533.52
2. Pre judgement finance fee and post judgement interest on the said sum of CI\$5,533.52 in accordance with paragraph 8 of the Terms and Conditions.
3. Fixed costs in the sum of CI\$150.00 plus filing fees and bailiff's fee for service, if any.
4. If within the time for returning Acknowledgement of Service the Defendant pays to the Plaintiff the total amount claimed of CI\$5,533.52 (together with finance fee, fixed costs of CI\$150, filing fees and bailiff's fees, if any) all further proceedings will be stayed.

Dated 6th of April 2016

Wirl Trading Co. Ltd

Wirl Trading Co. Ltd

4. If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this day of

See overleaf

PARTICULARS OF DEFENCE

1. (Here set out in numbered paragraphs the grounds upon which the Defendant says that he is no liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER

This form must be taken or sent to the Court Office, PO Box 495, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against you.