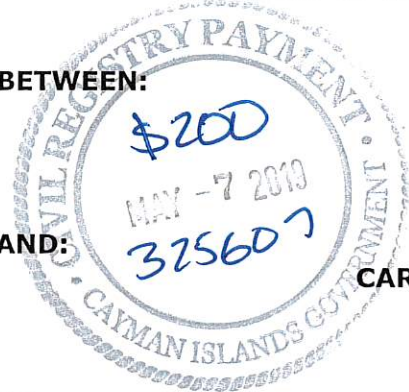


IN THE GRAND COURT OF THE CAYMAN ISLANDS



Cause No. 74 of 2019

BETWEEN:

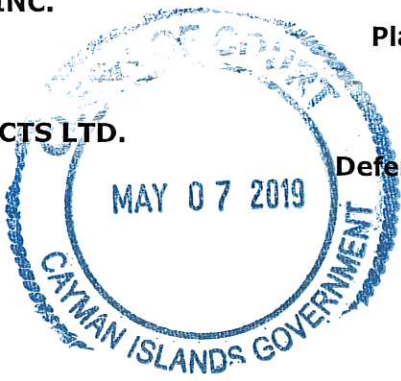


FLOREX EXPLOSIVES INC.

Plaintiff

AND:

CARIBBEAN STONE PRODUCTS LTD.



Defendant

WRIT OF SUMMONS

TO:
Caribbean Stone Products Ltd.
243 North Sound Road
P.O. Box 10511
Grand Cayman
KY1-1005

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, P.O. Box 495G, George Town, Grand Cayman, the accompanying Acknowledgment of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an 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 7th day of May 2019.

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 issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgment of Service are given with the accompanying form.

STATEMENT OF CLAIM

1. The plaintiff is a company with its registered office at 6483 N Citrus Ave Crystal River Fl 34428 USA specializing in the design and supply of quarry, drilling and blasting services and equipment.

2. On or about September 2016 the plaintiff entered into a lease agreement with the defendant to lease an International pump truck VIN 1HTCF267DHA17660 and ancillary equipment listed as follows:
 - (1) Raven transfer pump
 - (2) Liquid controls flow meter
 - (3) Wilden air pump
 - (4) Various hoses for use with the pump truck.Together and including the pump truck the "leased goods"

3. The terms of the agreement were partly oral, partly in writing and partly as a result of a course of dealings between the parties in circumstances as set out below.

4. On or shortly before the 15th August 2016 Jeff Senules on behalf of the plaintiff and Denny Tomsu on behalf of the defendant orally agreed terms of business and these were evidenced in writing by a document dated 15 August 2016 and titled Equipment Lease Agreement which was signed by the plaintiff and delivered to the defendant and contained the following terms:
 - 4.1 the plaintiff would supply the leased goods with the lease term commencing 1 September 2016 with automatic one-year renewals thereafter until terminated by either party;

 - 4.2 the defendant would be responsible for the costs of importation to the Cayman Islands of the leased goods including all government taxes and duties and the cost of returning the leased goods to the plaintiff at the end of the term;

 - 4.3 during the term of the lease the consideration for the plaintiff supplying the leased goods was as follows:

- i. the defendant would exclusively use an emulsion-based pump product (the "emulsion") supplied by the plaintiff as was necessary for the use of the leased goods and would pay a reasonable sum for the emulsion provided.
- ii. The defendant would pay to the plaintiff a sum based upon its usage of the emulsion calculated at the rate of US\$0.16 per lb. of emulsion pumped.

4.4 At the end of the lease term the defendant would return the leased goods to the plaintiff in good condition and working order.

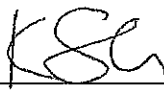
5. In accordance with the agreement as set out above, the plaintiff supplied the leased goods and the defendant paid the costs of importation.
6. In accordance with clause 4.3i above, the defendant ordered 200,000 lb. of Gel-Pak 30-D emulsion from the plaintiff by way of 4 separate orders of 50,000lb each. The product was duly supplied by the plaintiff and invoiced by way of invoices 11-0965, 11-0978, 11-1019 and 11-0993 with each invoice being in the sum of US\$26,500. Copies of the said invoices are annexed to this Statement of Claim setting out full details.
7. The defendant made payment in full for invoices 11-0965 and 11-0978 but in breach of the agreement and particularly as set out at paragraph 4.3i above the defendant has failed and refused to pay invoices 11-1019 and 11-0993 totaling \$53,000.
8. In further breach of the agreement and particularly as set out at paragraph 4.3ii above, the defendant has failed or refused to pay any sum based on emulsion pumped despite being in possession of 200,000lb of emulsion.
9. By way of separate oral agreement on the 14th September 2017 made between Jeff Senules on behalf of the plaintiff and Denny Tomsu on behalf of the defendant the plaintiff agreed to supply to the defendant 11,000 Glass Beads with product Code GB15003M and on or about 30th September 2007 pursuant to the said agreement the plaintiff supplied same and invoiced the defendant US\$38,390 by invoice number 6677 for the goods supplied.

And the Plaintiff claims:

- Delivery up of the leased goods including all costs of return of goods to the plaintiff's premises.
- Damages to be assessed for any repair and replacement of the leased goods found to not be in good condition and working order.
- In the alternative to the delivery up of the leased goods, damages for breach of contract
- Payment of \$53,000 for invoices 11-1019 and 11-0993
- An account of the emulsion pumped with damages to be assessed thereafter at the rate of US\$0.16 per lb pumped.
- Payment of US\$38,390 for the supply of Glass Beads under Invoice 6677
- Interest
- Costs
- Further or other relief

12. Statement Regarding Interest

- 12.1 The Plaintiff seeks pre and post judgment interest from the date of default in accordance with the Judicature Law (2013 Revision) and the Judgment Debt (Rates of Interest) Rules as amended from time to time.
- 12.2 The interest rate claimed is 2 3/8th per annum.
- 12.3 Interest is claimed on:
- 12.3.1 Invoice 11-1019 from 24 October 2017
 - 12.3.2 Invoice 11-0993 from 20th September 2017
 - 12.3.3 Invoice 6677 from 14th October 2017.
- 12.4 Interest on all other sums found owing from the date the debt was found owing.



KSG Attorneys-at-Law
Attorneys for the Plaintiff

**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 495G, 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 installments or otherwise.

See over for notes for guidance

Please complete overleaf

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, 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.

Senex Explosives, Inc.
 710 Millers Run Road
 Cuddy, Pa 15228
 U.S.A.
 Tel: 412-221-5722 Fax: 412-221-6032

Invoice No. 11-0965

INVOICE

Customer

Name Caribbean Stone Products Ltd.
 Address 243 North Sound Road P.O. Box 10511
Grand Cayman, KY1-1005 Cayman Islands
 Phone 345.949.8294 ext. 120

Date 06/19/2017
 Order No. _____
 FOB Sumterville, FL

Qty	Description	Unit Price	TOTAL
50,000	lbs. Gel-Pak 30-D Base Emulsion	\$0.4500	\$22,500.00
1	Truck Freight - JAX to Sumterville to Port of MIAMI	\$4,000.00	\$4,000.00
Container #: <u>DCIU843089-7</u> Gross Weight: <u>59,100 lbs. /26,800 kgs</u>			
Payment Details: Beneficiary: <u>Senex Explosives, Inc.</u> Bank: <u>PNC Bank</u> SWIFT CODE: <u>PNCCUS33</u> ABA Routing No: <u>0043000096</u> Bank Account No.: <u>1133002557</u>			

SubTotal	\$26,500.00
Shipping & Handling	\$0.00
Taxes	\$0.00
TOTAL	\$26,500.00

Notify Party:

Caribbean Stone Products Ltd.
243 North Sound Road P.O. Box 10511
Grand Cayman, KY1-1005 Cayman Islands
345.949.8294 ext. 120

Office Use Only

THIS WAS PAID

Senex Explosives, Inc.
 710 Millers Run Road
 Cuddy, Pa 15228
 U.S.A.
 Tel: 412-221-5722 Fax: 412-221-6032

Invoice No. 11-0978

INVOICE

Customer		Date	09/04/2017
Name	Caribbean Stone Products Ltd.	Order No.	
Address	243 North Sound Road P.O. Box 10511 Grand Cayman, KY1-1005 Cayman Islands	FOB	Sumterville, FL
Phone	345.949.8294 ext. 120		

Qty	Description	Unit Price	TOTAL
50,000	lbs. Gel-Pak 30-D Base Emulsion	\$0.4500	\$22,500.00
1	Truck Freight - JAX to Sumterville to Port of MIAMI	\$4,000.00	\$4,000.00
Container #: DCU843085-5 Gross Weight: 59,100 lbs. / 26,800 kgs			
Payment Details: Beneficiary: Senex Explosives, Inc. Bank: PNC Bank SWIFT CODE: PNCCUS33 ABA Routing No: 0043000096 Bank Account No.: 1133002557			

SubTotal	\$26,500.00
Shipping & Handling	\$0.00
Taxes	\$0.00
TOTAL	\$26,500.00

Notify Party:	Caribbean Stone Products Ltd.	Office Use Only
	243 North Sound Road P.O. Box 10511	
	Grand Cayman, KY1-1005 Cayman Islands	
	345.949.8294 ext. 120	

THIS WAS PAID

Senex Explosives, Inc.
 710 Millers Run Road
 Cuddy, Pa 15228
 U.S.A.
 Tel: 412-221-5722 Fax: 412-221-6032

Invoice No. 11-1019

INVOICE

Customer		Date 10/24/2017
Name Caribbean Stone Products Ltd.	Address 243 North Sound Road P.O. Box 10511	Order No.
	Grand Cayman, KY1-1005 Cayman Islands	
Phone 345.949.8294 ext. 120		FOB Sumterville, FL

Qty	Description	Unit Price	TOTAL
50,000	lbs. Gel-Pak 30-D Base Emulsion	\$0.4500	\$22,500.00
1	Truck Freight - JAX to Sumterville to Port of MIAMI	\$4,000.00	\$4,000.00
Container #: DCIU843085-5 Gross Weight: 59,100 lbs. / 26,800 kas			
Payment Details: ***** Beneficiary: Senex Explosives, Inc. **Denny Tomsu** Bank: PNC Bank SWIFT CODE: PNCCUS33 ABA Routing No: 0043000096 Bank Account No.: 1133002557			

SubTotal	\$26,500.00
Shipping & Handling	\$0.00
Taxes	\$0.00
TOTAL	\$26,500.00

Notify Party:

Caribbean Stone Products Ltd.
 243 North Sound Road P.O. Box 10511
 Grand Cayman, KY1-1005 Cayman Islands
 345.949.8294 ext. 120

Office Use Only

NOT PAID

Senex Explosives, Inc.
 710 Millers Run Road
 Cuddy, Pa 15228
 U.S.A.
 Tel: 412-221-5722 Fax: 412-221-6032

Invoice No. 11-0993

INVOICE

Customer		Date	09/20/2017
Name	Caribbean Stone Products Ltd.	Order No.	
Address	243 North Sound Road P.O. Box 10511 Grand Cayman, KY1-1005 Cayman Islands	FOB	Sumterville, FL
Phone	345.949.8294 ext. 120		

Qty	Description	Unit Price	TOTAL
50,000	lbs. Gel-Pak 30-D Base Emulsion	\$0.4500	\$22,500.00
1	Truck Freight - JAX to Sumterville to Port of MIAMI	\$4,000.00	\$4,000.00
<u>Container #:</u> DCIU843089-7 <u>Gross Weight:</u> 59,100 lbs. / 26,800 kgs			
<u>Payment Details:</u> Beneficiary: Senex Explosives, Inc. Bank: PNC Bank SWIFT CODE: PNCCUS33 ABA Routing No: 0043000096 Bank Account No.: 1133002557			

Notify Party:

Caribbean Stone Products Ltd.
 243 North Sound Road P.O. Box 10511
 Grand Cayman, KY1-1005 Cayman Islands
 345.949.8294 ext. 120

SubTotal	\$26,500.00
Shipping & Handling	\$0.00
Taxes	\$0.00
TOTAL	\$26,500.00

Office Use Only

NOT PAID

FLOREX EXPLOSIVES, INC.
710 MILLERS RUN ROAD

CUDDY, PA 15031

I N V O I C E

=====
Number: 6677
Date: 09/14/17
Page: 2

Phone: 1-800-641-1640
Fax: 1-800-863-8125

Sold CARIBBEAN STONE PRODUCTS LTD
to: PO BOX 511

GRAND CAYMAN KY1-1106
CAYMAN ISLANDS

Ship CARIBBEAN STONE PRODUCTS LTD
to: c/o MAK FREIGHT
10025 NW 116TH WAY
MEDLEY FL 33178

Attn:

Order No.	Order Date	Account	SalesPerson	Purchase Order No.	Ship Via	Date Shipped	Terms
6677	09/14/17	CARIBBGR	0		FLOREX	09/30/2017	NET 30
Ordered	Shipped	Product Code	Product Description		Unit Price	Extended Price	
11000.00	11000.00	GB15003M	GLASS BEADS 1500 S-32		\$3.4900	\$38,390.00	

SUB-TOTAL: \$38,390.00

SALES TAX: \$0.00

FREIGHT: \$0.00

TOTAL: \$38,390.00

IN THE GRAND COURT OF THE CAYMAN ISLANDS

Cause No. of 2019

BETWEEN:

FLOREX EXPLOSIVES INC.

Plaintiff

- and -

CARIBBEAN STONE PRODUCTS 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.

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

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

yes

no

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 Plaintiff

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.

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

KSG
Attorneys at Law
4th Floor Harbour Centre
42 North Church Street
PO Box 2255 KY1-1107
George Town
Grand Cayman

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

[Empty box for defendant's Attorney endorsement]