

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. ⁹⁰¹ OF 2000

BETWEEN:

- (1) Audi AG
- (2) Oriental Technology Ltd
- (3) Volkswagen AG
- (4) CGNU Plc (formerly CGU Plc)
- (5) Volkswagen Group Singapore Pte Ltd
- (6) Harmony Motors Ltd
- (7) Frankfurter Versicherungs AG
- (8) Harmony Motors Ltd
- (9) G. Vestegaard Holding A/S
- (10) Daichi Jitsugyo Co Ltd
- (11) The Koa Fire And Marine Insurance Co. Ltd
- (12) JCB Sales Asia Pacific Pte Ltd
- (13) Murtide Trading International Co. Ltd
- (14) JCB Sales Ltd
- (15) Maritime Insurance Co Ltd

PLAINTIFFS

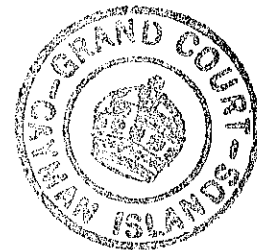
AND:

Joint Vessels Ltd

DEFENDANT

WRIT OF SUMMONS

To: Joint Vessels Ltd
c/o Huntlaw Corporate Services Ltd
PO Box 1350 GT
George Town
Grand Cayman



THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiffs 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 495, George Town, Grand Cayman, 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 an intention to contest the proceedings, the Plaintiffs may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 8th day of December 2000

NOTE – This Writ may not be served later than 4 calendar months (of, 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 Acknowledgement of Service are given with the accompanying form.

INDORSEMENT

The Plaintiffs' claims against the Defendant which is or was at all material times owner of the "HUAL TRINITY" (EX "HUAL TRINITA") are for:

1. Damages arising from breach of duty and/or negligence in and about the loading, handling, custody, care and discharge of the Plaintiffs' cargo and the carriage thereof on board the Defendant's ship or vessel "HUAL TRINITA" (now re-named "HUAL TRINITY") from various European ports to various Far Eastern ports (as particularized in Schedule 1) during the months of August and September 1998 and/or breach of duty and/or negligence in that the "HUAL TRINITA" was unseaworthy at the relevant time all of which resulted in loss and/or damage and/or delay.
2. A declaration that Plaintiffs are not and were never liable to contribute any sum in respect of the General Average of the "HUAL TRINITA", her cargo and freight, or alternatively are only liable to contribute to a proportion of the said General Average.
3. A declaration that Plaintiffs are entitled to cancellation of the Bonds and Guarantees given the Defendant by way of General Average security.

4. The return of cancellation of the Bonds and Guarantees given to the Defendant by or on behalf of the Plaintiffs by way of General Average security; and
5. A declaration that Plaintiffs are entitled to be indemnified by the Defendant against liability for salvage or alternatively a proportion thereof) including interest and costs incurred by the Plaintiffs and damages for the equivalent of the sums attributable to the Plaintiffs by way of salvage (or alternatively a proportion thereof), including interest and costs, together with the costs incurred by the Plaintiffs in connection with the claim for salvage and interest thereon.

Dated this 8th day of December 2000



C.S. GILL & CO.

Attorneys-at-Law for the Plaintiffs

This WRIT OF SUMMONS was filed by C.S. Gill & Co., Attorneys-at-Law for the Plaintiffs herein whose address for service is 4th Floor Genesis Building, PO Box 945 GT, Grand Cayman, Cayman Islands, BWI.

SCHEDULE 1

CLAIM 1: B/L NYKS 640919925 d.d. 25.08.1998 Bremerhaven – Hong Kong: 4 Audi A6

1. Audi AG, 85045, Ingolstadt, Germany;
2. Oriental Technology Ltd, 2 K Kwai Shun Industrial Centre, 51-63 Container Port Road, Kwai Chung Nt, Hong Kong;
3. Volkswagen AG, 38456 Wolfsburg, Germany;
4. CGNU Plc (formerly CGU Plc) London Market, 7th Floor St. Helens, 1 Undershaft, EC3P 3DQ London, England;

CLAIM 2: B/L NYKS 640919926 d.d. 25.08.1998 Bremerhaven – Hong Kong: 9 Audi A4

5. Volkswagen Group Singapore Pte Ltd, 1 Kim Seng Promenade, 18-07 Great World City, West Tower, Singapore;
6. Harmony Motors Ltd, G/F 154-158, Prince Edward Rd, West Kowloon, Hong Kong;
7. Frankfurter Versicherungs AG, Grosser Burstah 3, 20457 Hamburg, Germany;

CLAIM 3: B/L NYKS 640919930 d.d. 25.08.1998 Bremerhaven – Hong Kong: 1 Volkswagen Beetle

8. Volkswagen Group Singapore Pte Ltd, 1 Kim Seng Promenade, 18-07 Great World City, West Tower, Singapore;
9. Harmony Motors Ltd, G/F-3/F 154-158, Price Edward Rd, West Kowloon, Hong Kong;
10. Frankfurter Versicherungs AG, Grosser Burstah 3, 20457 Hamburg, Germany;

CLAIM 4: B/L 2 d.d 25.08.1998: Bremerhaven – Yyokohama:
Multimodal Transport B/L 700308/6 : d.d. 25.08.1998 Bremerhaven- Yokohama

1 Elephant MY De-Icer built on Volvo chassis FL614

11. G. Vestegaard Holding A/S Skullebjerg 31, Gevninge, 4000 Roskilde, Denmark;
12. Daichi Jitsugyo Co Ltd, 11-19 Nibancho, Chiyoda-Ku, Tokyo 102, Japan;
13. The Koa Fire And Marine Insurance Co. Ltd, 7-3, 3-Chome, Kazumigaseki, Chiyoda-Ku, Tokyo 100 Japan;

CLAIM 5: B/L JCB031400009 or – 05 d.d. 28.08.1998 Southampton – Hong Kong: 1 JCB Backhoe loader

14. JCB Sales Asia Pacific Pte Ltd, 26 Tuas Avenue 8, Singapore;
15. Murtide Trading International Co. Ltd, Room 914 G/F Tung Ying Bld, 100 Nathan Road, Kowloon, Hong Kong;
16. JCB Sales Ltd, Rochester, Uttoxeter, Staffordshire ST14 5JP, England;
17. Maritime Insurance Co Ltd, 24 Oxford Court, Manchester M2 3WP, England.

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PLAINTIFFS

AND: Joint Vessels 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

Please complete overleaf

Notes on address for service

Service of the Writ is acknowledged accordingly

(Signed)

[Attorney] for

[Defendant in person]

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

C.S. GILL & CO. 4th Floor Genesis Building PO Box 945 George Town Grand Cayman Ref: SJB
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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, PO Box 495G, George Town, Grand Cayman.

2. A Defendant who states in his Acknowledgement 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 endorsed 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 the 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 Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, 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.

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 of 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.