

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 91 OF 2002

BETWEEN:

DECO PRODUCTS INTERNATIONAL INC.

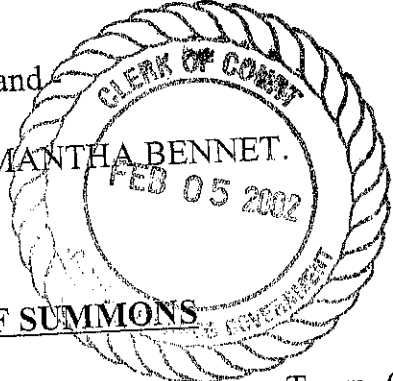
Plaintiffs

- and -



IRVIN AND SAMANTHA BENNET.

Defendants



WRIT OF SUMMONS

TO: Irvin and Samantha Bennet, P O Box 2069, George Town, Grand Cayman, Cayman Islands.

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, PO Box 495 GT, 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 31st day of January, 2002.

NOTE – This Writ may not be served later than 4 calendar 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's claim is for the sum of US\$5,314.02 for the supply of windows, window frames and related products supplied by the Plaintiffs to the Defendants between September 2000 and October 2001. Invoices numbered 6697 (dated 22nd September 2000), 6698 (dated 22nd September 2000), 6703 (dated 9th October 2000) and 6757 (dated 9th October 2000) are produced together with the Statement dated 31st December 2001. The total sum of the outstanding invoices amounts to US\$8,219.67. However, in terms of a letter from the Plaintiffs to the Defendants dated 17th October 2001, credit was provided for which is incorporated in the said Statement producing an outstanding sum owing to the Plaintiffs in the sum of US\$5,314.02. The Plaintiffs' terms are for payment within 30 days of the invoice date, failing which interest accrues.
2. The Defendants have failed to make payment of the outstanding invoices and the full payment remains outstanding.
3. Further, the Plaintiff is entitled to and claims interest on the said sum of US\$5,314.02 under section 34 of the Judicature Law (1995 Revision) as set out below or at such rate and for such period as the Court may determine.

Particulars of Interest

Pre-judgment interest:

a) Invoice 6697 from 22 nd September 2000 to date	US\$ 60.50
b) Invoice 6698 from 22 nd September 2000 to date	US\$125.31
c) Invoice 6703 from 9 th October 2000 to date	US\$398.48
d) Invoice 6757 from 9 th October 2000 to date	US\$159.42
TOTAL	US\$683.21

All at the rate of 8% per annum

And continuing at the daily rate of US\$1.16 until judgment or sooner paid.

AND THE PLAINTIFF CLAIMS:

1. US\$5314.02;
2. Interest as aforesaid;
3. Court fees paid to issue this Writ of US\$182.93 (CIS150.0)

4. Costs

If, within the time for returning the Acknowledgment of Service, the Defendant pays the total amount claimed of US\$6,180.16 (including interest and costs) further proceedings will be stayed. The money must be paid to the Plaintiff or his Attorney.

Boxalls

Boxalls

Attorneys for the Plaintiffs

This Writ and Statement of Claim was issued by Boxalls, Attorneys for the Plaintiffs, whose address for service is: PO Box 1234 GT, 3rd Floor, Queensgate House, South Church Street, George Town, Grand Cayman, British West Indies (Reference: 1982-0003/AMW).

**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 instalments 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 of 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 his 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.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. OF 2002

BETWEEN:

DECO PRODUCTS INTERNATIONAL INC.

Plaintiffs

- and -

IRVIN AND SAMANTHA BENNET

Defendants

**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 of Summons is being acknowledged.

2. State whether the Defendant intends to contest or otherwise participate in the proceedings (*tick appropriate box*).

yes

no

DECO PRODUCTS INT'L INC.

Invoice

4743 SW 75TH AVENUE
 MIAMI, 33155
 TEL: (305) 266-0104
 FAX: (305) 266-2724

DATE	INVOICE #
9/22/2000	6697

BILL TO
BENNET, ERVIN & SAMANTHA BOX 2069 G.T. CAYMAN ISLANDS, BWI

SHIP TO
SEABOARD MARINE 8050 NW 79TH AVENUE MIAMI, 33166 D/R#341972 45'CONTAINER SMLZ807530

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	DUE ON RECPT	FC	9/22/2000	OCEAN	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
4	2668BIFOLDCLA	UNIT, 2'6"X6'8" HOLLOW CORE MASONITE BIFOLD CLASSIQUE	38.00	152.00
40	4X4 ROSE	4"X4" FJ ROSETTES	3.50	140.00
12	3X3 ROSE	3"X3" ROSETTES FJ	2.33	27.96
40	4X6 PLINTH	EACH, 4"X6" FJ PLINTH BLOCKS	3.50	140.00
7.04	WM623	FT WM623 SOLID WHITE PINE BASE	23.8125	167.64
160	LWM47	PIECES, LWM47 FJ CROWN 16PIECES	0.62013	99.22
38	LWM48	PIECE, LWM 48 FINGERJOINT CROWN	6.63	251.94
352	M-3	LINEAL FOOTAGE, M-3 FINGERJOINT CASING	0.38	133.76
144	WM366	LINEAL FEET, WM366 FJ	0.25	36.00
1		THIS INVOICE CERTIFIED TO BE TRUE AND CORRECT		
2		EXPORT OFFICER		

Total \$1,148.52

Balance Due \$1556.53

DECO PRODUCTS INT'L INC.

4743 SW 75TH AVENUE
 MIAMI, 33155
 TEL: (305) 266-0104
 FAX: (305) 266-2724

Invoice

DATE	INVOICE #
9/22/2000	6698

BILL TO
BENNET, ERVIN & SAMANTHA BOX 2069 G.T. CAYMAN ISLANDS, BWI

SHIP TO
SEABOARD MARINE 8050 NW 79TH AVENUE MIAMI, 33166 D/R #342572 45'CONTAINER #SMLZ807530

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	DUE ON RECPT	DPP	9/22/2000	OCEAN	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
210	SHEETROCK	PCS 1/2"X4'X8' SHEETROCK	5.37	1,127.70
1	DELIVERY	DELIVERY	25.00	25.00
1		THIS INVOICE CERTIFIED TO BE TRUE AND CORRECT		
2		EXPORT OFFICER		
			Total	\$1,152.70

DECO PRODUCTS INT'L INC.

4743 SW 75TH AVENUE
 MIAMI, 33155
 TEL: (305) 266-0104
 FAX: (305) 266-2724

Invoice

DATE	INVOICE #
10/9/2000	6703

BILL TO
BENNET, ERVIN & SAMANTHA BOX 2069 G.T. CAYMAN ISLANDS, BWI

SHIP TO
SEABOARD MARINE 8050 NW 79TH AVENUE MIAMI, 33166

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
VERBAL	CHECK	FC	10/9/2000	OCEAN	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	CC4911	3'0X6'8"X1-3/4" CC4911, +(2)CC2060 12" SIDELITES+(1)CC060T TRANSOM, FRAMSAVER FRAME, EXTERIOR GRADE HINGES, DOUBLE BORE, THRESHOLD,	4,400.00	4,400.00
1		THIS INVOICE CERTIFIED TO BE TRUE AND CORRECT		
2		EXPORT OFFICER	0.00	0.00
Total				\$4,400.00

DECO PRODUCTS INT'L INC.

4743 SW 75TH AVENUE

MIAMI, 33155

TEL: (305) 266-0104

FAX: (305) 266-2724

Invoice

DATE	INVOICE #
10/9/2000	6757

BILL TO
BENNET, ERVIN & SAMANTHA BOX 2069 G.T. CAYMAN ISLANDS, BWI

SHIP TO
SEABOARD MARINE 8050 NW 79TH AVENUE MIAMI, 33166

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	DUE ON RECPT	FC	10/9/2000	OCEAN	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
2	2868SMOOTHSTA	UNIT, 2'8"X6'8"X1-3/4" THERMATRU SMOOTH STAR FOUR PANEL WITH HALF CIRCLE, PREHUNG ON FRAMESAVER, DBL BORE, OUTSWING, THRESHOLD, NO PEEPHOLE, ONE RIGHT HINGE, ONE LEFT HINGE AS VIEWED FROM THE EXTERIOR. EXTERIOR HINGES	304.00	608.00
5	2668CLASSIQUE	UNIT, 2'6"X6'8"X1-3/8" MASONITE HOLLOW CORE CLASSIQUE, PREHUNG ON 4-5/8" FJ FLAT JAMB, SINGLE BORE, STD HINGES, 2 LEFT HINGE/2RIGHT HINGE	88.13	440.65
1	2068CLASSIQUE	UNIT, 2'0X6'8"X1-3/8" HOLLOW CORE MASONITE CLASSIQUE, PREHUNG ON 4-5/8" FJ FLAT JAMB, SINGLE BORE, STD HINGES, INSWING, 2RIGHT HINGE/1LEFT HINGE	88.00	88.00
2	2068 CARMELLE	UNIT, 2'0X6'8"X1-3/8" HOLLOW CORE MASONITE CARMELLE, PREHUNG ON STD FJ 4-5/8" FRAME, INTERIOR HINGES, INSWING, RIGHT HINGE	88.00	176.00
1	3068CARMELLE	UNIT, 3'0X6'8"X1-3/8" MASONITE HOLLOW CORE, CARMELLE PATTERN, INSWING, PREHUNG ON STD 4-5/8" FRAMES, STD HINGES, SINGLE BORE, RIGHT HINGE	74.20	74.20
2	4068BIFOLDGAR	5'0X6'8" HOLLOW CORE MASONITE BIFOLD CARMELLE	65.80	131.60
1		THIS INVOICE CERTIFIED TO BE TRUE AND CORRECT		

Total

DECO PRODUCTS INT'L INC.

4743 SW 75TH AVENUE
 MIAMI, 33155
 TEL: (305) 266-0104
 FAX: (305) 266-2724

Invoice

DATE	INVOICE #
10/9/2000	6757

BILL TO
BENNET, ERVIN & SAMANTHA BOX 2069 G.T. CAYMAN ISLANDS, BWI

SHIP TO
SEABOARD MARINE 8050 NW 79TH AVENUE MIAMI, 33166

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	DUE ON RECPT	FC	10/9/2000	OCEAN	MIAMI	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
2		EXPORT OFFICER		
			Total	\$1,518.45

Statement

DECO PRODUCTS INT'L INC.
 4743 SW 75TH AVENUE
 MIAMI, 33155
 TEL: (305) 266-0104
 FAX: (305) 266-2724

DATE
12/31/2000

TO:
BENNET, ERVIN & SAMANTHA BOX 2069 G.T. CAYMAN ISLANDS, BWI

AMOUNT DUE	AMOUNT ENC.
\$7,627.68	

DATE	TRANSACTION	AMOUNT	BALANCE		
12/31/99	Balance forward		0.00		
08/11/00	PMT #062421	-10,000.00	-10,000.00		
08/31/00	INV #6657	2,257.13	-7,742.87		
09/05/00	INV #6658	4,279.55	-3,463.32		
09/11/00	INV #6672	1,516.88	-1,946.44		
09/18/00	INV #6684	1,604.25	-342.19		
09/20/00	INV #6686/4	548.40	206.21		
09/20/00	INV #6687	3,384.30	3,590.51		
09/20/00	INV #6699	3,547.81	7,138.32		
09/22/00	INV #6697	1,148.52	8,286.84		
09/22/00	INV #6698	1,152.70	9,439.54		
09/22/00	INV #6700	210.00	9,649.54		
10/09/00	INV #6703	4,400.00	14,049.54		
10/09/00	INV #6757	1,518.45	15,567.99		
10/09/00	INV #6791	59.69	15,627.68		
11/20/00	PMT #J3501120	-8,000.00	7,627.68		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	AMOUNT DUE
0.00	0.00	0.00	5,918.45	1,709.23	\$7,627.68

October 17, 2001.

Irvin & Samantha Bennet
P.O. Box 2069
Georgetown
Grand Cayman

Dear Mr. Bennet,

Upon the receipt of your letter dated 09/28/01, Felix and I discussed your claims and have made the following adjustment to your account.

I have issued credits for the following invoices:

Invoice #6757	-	Credit #8741	\$131.60
Invoice #6697	-	Credit #8742	\$251.94
Invoice #6658	-	Credit #8743	\$218.12

With these credits issued we are in agreement of an adjusted outstanding balance of \$7,026.02

Re: Windows

Felix confirmed with David that he did not indicate that the window had lips, he advised fins, this was a client misunderstanding. As per Felix, the client and his contractor need to be aware of the type of window being used. Information provided by Felix is correct, and not an issue. The claim of 1/2" less sizing is not correct as proposal clearly indicates in the note section that the actual window sizes are 1/2" smaller in width and height than indicated. Proposal clearly indicates sizing is R.O. - rough opening (industry standard terminology and method) not net size. No credit will be issued as client had been advised in writing and buyers are responsible for the installation of their material.

Re: French Door

No contest regarding claims - Credit #8744 \$400.00

Re: Garage Door

No contest regarding claims - Credit #8745 \$1,312.00

Your adjusted outstanding balance is now \$5,314.02. Please find attached copies of individual Credit Memos and an up to date Statement of Account. If you have any questions feel free to contact me, and I look forward to receiving your payment as soon as possible. Thank you for your cooperation.

Regards,

Financial Comptroller