



Mira Pavic Peteh &lt;odvjetnica.pavic@gmail.com&gt;

## Leaking Roof

1 poruka

**LM My Textiles** <lm@my-textiles.de>  
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27. listopada 2025. u 10:56

Dear ms. Pavić Peteh,

I hope this message finds you well.

Please find attached a formal letter regarding the water leakage in the rented hall at Obrtnička ulica 31, Novska, which we have discussed in a previous meeting.

We kindly ask you to review the situation.

As I mentioned in our last meeting, we will soon begin working with a new major client, which will lead to an increased need for production space.

We are scheduled to start this cooperation in November, and if everything develops as planned, we expect to gradually ramp up our production over the following months.

From approximately January to March, we would likely be interested in renting the entire hall, including the office space.

I will inform you as early as possible once our plans are confirmed and sincerely hope that the additional space will still be available by then.

Best regards

Leon Melcer



Leon Melcer  
German / English

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Za:

Mira Pavić Peteh  
Stečajna upraviteljica društva Hakadesch d.o.o.  
Kolodvorska ulica 41  
44330 Novska

Zagreb, 27.10.2025.

**Predmet: Propuštanje krovnih otvora u unajmljenoj hali – prijava štete i zahtjev za umanjenje najamnine**

Poštovana gđo Pavić Peteh,

obraćamo Vam se u vezi s problemom u unajmljenoj hali društva **Hakadesch d.o.o.** (na adresi **Obrtnička ulica 31, 44330 Novska**), u kojoj su se pojavili značajni nedostaci na krovu.

Naime, krovni otvori kroz koje ulazi dnevna svjetlost više nisu potpuno nepropusni. Tijekom kiše dolazi do propuštanja vode, koja se slijeva niz otvore u unutrašnjost hale. Zbog toga je već došlo do **oštećenja naših strojeva**, a morali smo i **ukloniti tekstilne materijale** koji su se nalazili ispod pogođenih dijelova.

Zbog navedenog smo već pretrpjeli **materijalnu štetu**, a osim toga **ne možemo koristiti dio prostora** iz sigurnosnih razloga, što **značajno ometa naš proizvodni proces**.

Stoga Vas ljubazno molimo da **što hitnije organizirate sanaciju krovnih otvora** kako bi se spriječila daljnja šteta.

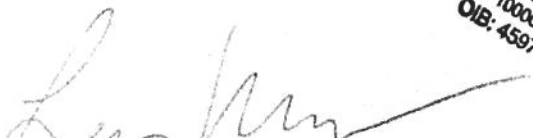
Do potpune sanacije molimo da nam **odobrite razmjerno umanjenje najamnine**, budući da unajmljeni prostor **trenutno ne možemo u potpunosti koristiti u skladu s ugovorom**.

Molimo Vas da nam potvrdite primitak ovog dopisa te nas obavijestite o daljnjim koracima u vezi s navedenim problemom.

Za sva dodatna pojašnjenja stojimo Vam na raspolaganju.

S poštovanjem,

Leon Melcer  
Direktor  
Print My Textiles d.o.o.



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**Clarification regarding the hearing on 11 November and adjustment of the lease agreement**

Broj poruka: 5

Andreas Schüll <Schuell@doctorbark.de>  
Prima: Mira Pavic Peteh <odvjetnica.pavic@gmail.com>

24. listopada 2025. u 08:06

Dear Mrs. Povic Peteh,

Thank you for your communication.

To ensure I have correctly understood the situation: does the hearing scheduled for **11 November** determine the continuation or termination of the existing lease for the duration of the insolvency proceedings?

If that understanding is correct, I would appreciate your assessment of how long you expect the insolvency proceedings to last.

With regard to the **lease agreement**, an adjustment will be required. The current contract expressly states that the rent is **net**. I have now been informed that **25% VAT** shall be added. However, this VAT can only be reclaimed after approximately one year, which places a considerable financial burden on our operations and is therefore not practicable.

In light of this, I would like to suggest considering the conclusion of a **new lease agreement** directly between **Textech** and **Hakadesch**. Please advise whether such an arrangement would be legally and practically possible.

As previously discussed on several occasions, the **roof of our production facility** is leaking in multiple areas. During rainfall, water penetrates the ceiling, particularly above the machinery, rendering the affected machines inoperable.

These leaks have repeatedly caused **interruptions to production** in recent months. According to our records, approximately **12–15% of annual production days** have been affected by partial or complete work stoppages. Naturally, these disruptions occur primarily during periods of heavy rain.

The affected section with the high ceiling serves as the **pre-production area for the sewing department**. If this area cannot operate, subsequent production in the sewing room must also cease, as the work processes are interdependent. This leads to production downtime across the entire manufacturing chain.

In addition to reduced productivity, there has also been a **significant loss of usable storage space**. Large sections of the hall can no longer be used for storing raw materials, semi-finished goods, or finished products, as they must remain clear to prevent water damage. This situation severely limits our capacity for orderly warehousing and logistics planning.

Furthermore, **material damage** has occurred. Several machines, as well as stored raw materials and finished goods, have been affected by water ingress. Notably, the three most valuable machines are already showing **visible corrosion and rust marks** at the points where water drips.

In summary, the following impairments have occurred:

- Production losses and downtime
- Reduced usability of the leased premises
- Loss of storage capacity
- Damage to machinery, raw materials, and finished goods

Given these circumstances, a **reduction in rent appears legally justified under the provisions of the Croatian Obligations Act (Zakon o obveznim odnosima, Articles 522–528)**, which grant the tenant the right to an appropriate reduction of rent when the usability of the leased premises is substantially limited due to defects or the landlord's failure to maintain the property in a proper condition.

As a fair and reasonable basis for discussion, I propose a **20% reduction of rent** until the roof defects have been fully repaired and normal use of the premises has been restored.

I kindly request your written response and a proposal for how the necessary repairs and further steps can be coordinated in a timely manner.

Mit freundlichen Grüßen / Kind regards,

Andreas Schüll

Dr. med. vet.



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