OMAC FIRE LTD SUB-CONTRACT OMAC Fire Ltd

This reference to be quoted in all communications Order No.: **S-O026/00001**

Date: 21/11/2022

PLEASE PROVIDE ALL PLANT AND/OR LABOUR AND/OR SERVICES NECESSARY TO EXECUTE THE SUB-CONTRACT WORKS IN ACCORDANCE WITH THESE SUBCONTRACT PARTICULARS AND ALL OTHER SUB-CONTRACT DOCUMENTS LISTED BELOW

Contractor:	Sub Contractor:	Delivery address:
OMAC FIRE LTD Alexandra House The Sweepstakes Ballsbridge, Dublin,D04 C7H2 VAT No: 03627070VH Contact: Michael McNeill	**DOM INTERIJERI J.D.O.O** OIB 80541320934 Stanka Vraza 9 Slavonski Brod HR - 35 000 Tel./Fax: +38598 939 9035 Contact : Ivan Jerkovic	DE-15537 Grunheide (Mark) Tesla Strabe 1

1.0 SUB-CONTRACT WORKS

Installation and testing of sprinkler pipework supplied free issue at Tesla Strabe 1, Berlin. All work to be in accordance with the project drawings specifications and in line with the attached schedule/programme. Work is also to be in accordance with Method Statement **BER-GF-SW-GA-1F-MS-FP-ZAUN-0036.**

The total price for the works is **€50,400** (Fifty Thousand, Four Hundred Euros). This is based upon a std 6**0 hour** week per man and upon work being complete by 31st December 2022 including all expenses, accommodation and transport. Any variations or extension will need to be agreed in writing and when agreed will be paid at a rate of €35.00 per hour per man inclusive of all accommodation and transport and taxes.

All operatives to have permission/permits to work in Germany.

2.0 SUB-CONTRACT DOCUMENTS

The Sub-Contract Works are described in and shall be carried out in accordance with these Subcontract Particulars and the following documents which are deemed to be incorporated herein:

2.1 The Sub-Contract Conditions

2.6 Programme

3.0 THE MAIN CONTRACT

The Main Contract Works are:

P21 GA 07 & 08 Racks Provision of Labour & Plant to complete the Sprinkler Protection in the GA Racks as per our site walk around on 14th November 2022. To include the use of Harness with double Lanyard & installation of one No Valve set but mains from two valve sets in Separate Sprinkler Centrals.

3.1 The Employer is:

Tesla

3.2 The Site:

DE-15537, Grunheide (Mark) Tesla Strabe 1

3.3 The Rectification Period for the Main Contract Works is: 12 months from Practical Completion of each section

4.0 PAYMENT

4.1 The Sub-Contract Sum is: the lump sum of €50,400 (Fifty Thousand Four Hundred Euros)

4.2 The estimated duration of the Sub-Contract Works is: 28 days from, the specified start date

4.3 Clause 13.2.2: The Sub-Contractor shall be entitled to make an application for interim payment monthly and payment will be 35 days end of month.

4.4 Clause 13.5: The percentage is 100% unless otherwise stated here:

4.5 The First Release Date is n/a **NO RETENTION**

(If no date is specified, the First Release Date shall be the day after the Date for Completion of the Main Contract Works plus a further 3 months.)

4.6: The Final Release Date is n/a

(If no date is specified, the Final Release Date shall be the day after expiry of a period from the Date for Completion of the Main Contract Works equivalent to the Rectification Period for such works plus a further 6 months.)

5.0 COMMENCEMENT AND COMPLETION

5.1 The date for commencement of the Sub-Contract Works on Site is 30th November 2022

5.2 The Period for Completion of the Sub-Contract Works is: 31st December 2022

6.0 INSURANCE

The Sub-Contractor shall take out the following required insurances:

a) Public Liability Insurance €2.5m - Certificates to be issued

b) Employers Liability Insurance €10m - Certificates to be issued

c) Motor and Engineering Insurance

d) Professional Indemnity Insurance

Professional Indemnity Insurance is required until the date 12 years after the date of practical completion of the Main Contract Works

7.0 COLLATERAL DOCUMENTS

The Sub-Contractor's liability shall in any case be limited to €2.5 million in line with the public liability insurance. These limitations of liability shall not apply to damages arising from injury to life, limb or health or to claims under the Product Liability Act. The same shall apply to claims for breach of material contractual obligations and in the event of intent and gross negligence.

Signed on behalf of the OMAC FIRE: Print Name: Michael McNeill Signature: Michael McNeill Director	
Signed on behalf of **DOM INTERIJERI J.D.O.O.** Print Name: Signature:	

2.1 SUB-CONTRACT CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires or this Sub-Contract specifically provide otherwise, the following words and phrases, where they appear in capitalised form in this SubContract shall have the meanings stated or referred to below:

Definition Meaning

"Business Day" means any day which is not a Saturday, a Sunday or a Public Holiday;

"Contractor" Means OMAC Fire

"Contractor's Policies" means the Contractor's policies regarding health and safety, quality assurance and environmental issues, copies of which are available from the Contractor's site office;

"Defects Rectification Period" means the period commencing on the date of practical completion of the SubContract Works and expiring on the date of expiry of the defects rectification period (or equivalent) under the Main Contract, or where there is not such period or equivalent under the Main Contract, 3 months from practical completion of the SubContract Works;

"Drugs and Alcohol Policy" means the Contractor's policy relating to drugs and alcohol as updated from time to time;

"Employer" means the party identified as such in the Sub-Contract Particulars, or where not identified the Contractor's employer under the Main Contract;

"First Release Date" see clause13.7 13.5 and the Sub-Contract Particulars;

"Final Release Date" see clause 13.7 and the Sub-Contract Particulars;

"Main Contract" means the contract between the Employer and the Contractor for the carrying out of the Main Contract Works;

"Main Contract Works" has the meaning given to it in the Sub-Contract Particulars;

"Modern Slavery & Human Trafficking Policy Statement" means the Contractor's policy statements and guidance relating to anti-slavery and human trafficking as updated from time to time;

"Period for Completion" means the period for completion of the Sub-Contract Works identified in the SubContract Particulars as may be extended in accordance with clause 11 (Extensions of Time);

"Parties" means the Contractor and the Sub-Contractor;

"Pricing Documents" means any document(s) identified in the Sub-Contract Particulars, showing rates and prices;

"Principal Contractor" the person named as such in the Sub-Contract Particulars

"Principal Designer" the person named as such in the Sub-Contract Particulars (or where not named the person undertaking such role from time to time) or any successor appointed by the Employer;

"Public Holiday" means the national country of work Statutory holiday;

"Relevant Policies" has the meaning given to it in clause 20.1.3;

"Relevant Requirements" has the meaning given to it in clause 20.1.1;

"Relevant Terms" has the meaning given to it in clause 20.2;

"Site" means the place where the Main Contract Works are to be carried out identified in the Sub-Contract Particulars;

"Statutory Undertaker" means any local authority or statutory undertaker where executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by it upon or in connection with that work;

"Sub-Contract" means the Sub-Contract Particulars, the Conditions and those Sub-Contract Documents stated in the Sub-Contract Particulars;

"Sub-Contract Documents" means the documents identified in the Sub-Contract Particulars;

"Sub-Contract Particulars" means the Sub-Contract Particulars to which these Conditions are attached;

"Sub-Contractor" means the person identified as such in the Sub-Contract Particulars;

"Sub-Contractor's Persons" means the Sub-Contractor's employees and agents and all other persons employed or engaged on or in connection with the Sub-Contract Works or any part of them or any other person properly on the Site in connection therewith excluding the Employer and his persons, the Contractor and his persons and any Statutory Undertaker;

"Sub-Contract Sum" means the sum stated as such in the Sub-Contract Particulars;

"Sub-Contract Works" means the works described in the Sub-Contract Particulars, as varied (where applicable) under clause 10 (Variations);

"Variation" has the meaning given to it in clause 10.1;

1.2 In this Sub-Contract, unless the context otherwise requires:

1.2.1 headings are included for convenience only and shall not affect the interpretation of this Sub-Contract;

1.2.2 the singular includes the plural and vice versa;

1.2.3 a gender includes any other gender;

1.2.4 a reference to a 'person' includes any individual, firm, partnership, company and any other body corporate; and

1.2.5 a reference to a statute, statutory instrument or other subordinate legislation ('legislation') is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification.

1.3 Where under this Sub-Contract an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately

OMAC FIRE LTD SUB-CONTRACT OMAC Fire Ltd

This reference to be quoted in all communications Order No.: **S-O028/00001**

Date: 21/11/2022

PLEASE PROVIDE ALL PLANT AND/OR LABOUR AND/OR SERVICES NECESSARY TO EXECUTE THE SUB-CONTRACT WORKS IN ACCORDANCE WITH THESE SUBCONTRACT PARTICULARS AND ALL OTHER SUB-CONTRACT DOCUMENTS LISTED BELOW

Contractor:	Sub Contractor:	Delivery address:
OMAC FIRE LTD Alexandra House The Sweepstakes Ballsbridge, Dublin,D04 C7H2 VAT No: 03627070VH Contact: Michael McNeill	**DOM INTERIJERI J.D.O.O** OIB 80541320934 Stanka Vraza 9 Slavonski Brod HR - 35 000 Tel./Fax: +38598 939 9035 Contact : Ivan Jerkovic	DE-15537 Grunheide (Mark) Tesla Strabe 1

1.0 SUB-CONTRACT WORKS

Installation and testing of sprinkler pipework supplied free issue at Tesla Strabe 1, Berlin. All work to be in accordance with the project drawings specifications and in line with the attached schedule/programme. Work is also to be in accordance with Method Statement **BER-GF-SW-BW-2F-MS-FP-ZAUN-0037**.

The total price for the works is **€12,600** (Twelve thousand, six hundred Euros). This is based upon a std 6**0 hour** week per man and upon work being complete by 21st December 2022 including all expenses, accommodation and transport. Any variations or extension will need to be agreed in writing and when agreed will be paid at a rate of €35.00 per hour per man inclusive of all accommodation and transport and taxes.

All operatives to have permission/permits to work in Germany.

2.0 SUB-CONTRACT DOCUMENTS

The Sub-Contract Works are described in and shall be carried out in accordance with these Subcontract Particulars and the following documents which are deemed to be incorporated herein:

2.1 The Sub-Contract Conditions

2.6 Programme

3.0 THE MAIN CONTRACT

The Main Contract Works are:

P22 BIW Kitchens Provision of Labour& Plant to install the sprinkler Protection to the BIW Kitchens. This will include Void Protection and 2nd Fix sprinklers as shown.

3.1 The Employer is:

Tesla

3.2 The Site:

De-15537 Grunheide (Mark),

Tesla Strabe 1, Berlin

3.3 The Rectification Period for the Main Contract Works is: 12 months from Practical Completion of each section

4.0 PAYMENT

4.1 The Sub-Contract Sum is: the lump sum of €12,600 (Twelve Thousand Six Hundred Euros)

4.2 The estimated duration of the Sub-Contract Works is: 21 days from, the specified start date

4.3 Clause 13.2.2: The Sub-Contractor shall be entitled to make an application for interim payment monthly and payment will be 35 days end of month.

4.4 Clause 13.5: The percentage is 100% unless otherwise stated here:

4.5 The First Release Date is n/a **NO RETENTION**

(If no date is specified, the First Release Date shall be the day after the Date for Completion of the Main Contract Works plus a further 3 months.)

4.6: The Final Release Date is n/a

(If no date is specified, the Final Release Date shall be the day after expiry of a period from the Date for Completion of the Main Contract Works equivalent to the Rectification Period for such works plus a further 6 months.)

5.0 COMMENCEMENT AND COMPLETION

5.1 The date for commencement of the Sub-Contract Works on Site is 1st December 2022

5.2 The Period for Completion of the Sub-Contract Works is: 21st December 2022

6.0 INSURANCE

The Sub-Contractor shall take out the following required insurances:

a) Public Liability Insurance €2.5m - Certificates to be issued

b) Employers Liability Insurance €10m - Certificates to be issued

c) Motor and Engineering Insurance

d) Professional Indemnity Insurance

Professional Indemnity Insurance is required until the date 12 years after the date of practical completion of the Main Contract Works

7.0 COLLATERAL DOCUMENTS

The Sub-Contractor's liability shall in any case be limited to €2.5 million in line with the public liability insurance. These limitations of liability shall not apply to damages arising from injury to life, limb or health or to claims under the Product Liability Act. The same shall apply to claims for breach of material contractual obligations and in the event of intent and gross negligence.

Signed on behalf of the OMAC FIRE: Print Name: Michael McNeill Signature: Michael McNeill Director
Signed on behalf of **DOM INTERIJERI J.D.O.O.** Print Name: Signature:

Gmail

Kristina <office.dominterijeri.hr@gmail.com>

(Q000884) - Quotation Kristina Karlovic

Broj poruka: 2

Sarah Jane Finnegan (Carlisle) <SJF@carlislesolicitors.ie>
Prima: Kristina <office.dominterijeri.hr@gmail.com>

15. svibnja 2023. u 17:19

Dear Kristina

The documentation received is somewhat unclear.

- We have been provided with two Excel spreadsheets. Can you please confirm which Excel should be used to draft our correspondence? If both spreadsheets should be used, can you please clarify the difference/ link between the two.
- In relation to the Excel spreadsheets, is it correct to assume that the red text (deductions) are invoices which will be charged to the debtor in the future? If so, can you please provide exact dates that these invoices will be raised.
- In relation to the Excel spreadsheets, is it correct to assume that the black text (credits) relate to the payments that will be made by the debtor in accordance with the settlement terms?
- Two sets of Terms of Business have been provided by this office. Is it correct that service was provided to the debtor by DOM Interijeri J.D.O.O. *and* Bera Mont J.D.O.O
- The oldest PO is dated January 2022. Is this when service commenced?

In light of the level of work involved, documentation to review and the level of urgency required, our initial quotation will not apply. We trust you note the position.

I await your instructions so we can finalise our correspondence.

Kind regards

A referral is the best compliment we can receive. If you know anyone that would benefit from our services, we would really appreciate the recommendation.

CARLISLE SOLICITORS

Sarah Jane Finnegan |

Legal Executive

Email: sjf@carlislesolicitors.ie

Phone: +353 1 653 3370

Web: www.carlislesolicitors.ie

Address: 16/17 St. Andrew Street, Dublin 2, D02 HP66

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* In contentious business a solicitor may not calculate fees or other charges as a percentage or proportion of any award or settlement.

Broj priloga: 8

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VISIT US TODAY **image006.jpg**
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New Payment Plan 100523.xlsx
13K

Payment Plan.xlsx
10K

oledata.mso
197K

Kristina <office.dominterijeri.hr@gmail.com>
Prima: "Sarah Jane Finnegan (Carlisle)" <SJF@carlislesolicitors.ie> 16. svibnja 2023. u 12:17

Hello Sarah Jane,

the right excel sheet is 100523, that is their payment plan proposal.

The red text is the amount their debt (issued invoices) and the black text is the dynamic they propose to pay us.

Yes, both of our companies have provided services to the debtor. We started working for them Jan 2022, they always were late on payments, but the real issue started Dec 2022.

I hope i managed to clarify everything.

Kind regards,
Kristina

[Citirani tekst je skriven]

	Amounts Due			
Bera mont - Dec 22	-19187,50			
Dominterijeri - Dec 22	-173358,00			
Dominterijeri - Dec 22	-4230,00			
Dominterijeri - Dec 22	-15750,00			
Dominterijeri - Jan 23	-145925,00			
Payment wc 15/05/23	75000,00	1st payment		Payment runs are m
BERA MONT J.D.O.O. - Feb 23	-16647,00			
BERA MONT J.D.O.O. - Feb 23	-7210,00			
DOMINTERIJERI J.D.O.O. - Feb 23	-18806,71			
DOMINTERIJERI J.D.O.O. - Feb 23	-173523,00			
Payment wc 29/05/23	75000,00	2nd		
Payment wc 12/06/23	50000,00	3rd		
DOMINTERIJERI J.D.O.O. - Mar 23	-15544,00			
DOMINTERIJERI J.D.O.O. - Mar 23	-112392,00			
Payment wc 26/06/23	50000,00	4th		
Payment wc 10/07/23	81250,00	5th		
DOMINTERIJERI J.D.O.O. - Apr 23	**-67620,00**			
DOMINTERIJERI J.D.O.O. - Apr 23	**-8105,00**			
Payment wc 24/07/23	81250,00	6th		
Payment wc 14/08/23	81250,00	7th		
Payment wc 28/08/23	80887,21	8th		
Payment wc 11/09/23	63968,00	9th		
Payment wc 25/09/23	63968,00	10th		
Payment wc 16/10/23	**37862,50**	**11th**		
Payment wc 30.10.23	**37862,50**	**12th**		
	0,00			

	Amounts Due				
Bera mont - Dec 22	-19187,50				
Dominterijeri - Dec 22	-173358,00				
Dominterijeri - Dec 22	-4230,00				
Dominterijeri - Dec 22	-15750,00				
Dominterijeri - Jan 23	-145925,00				
Payment wc 15/05/23	75000,00	1st payment		Payment runs are m	
BERA MONT J.D.O.O. - Feb 23	-16647,00				
BERA MONT J.D.O.O. - Feb 23	-7210,00				
DOMINTERIJERI J.D.O.O. - Feb 23	-18806,71				
DOMINTERIJERI J.D.O.O. - Feb 23	-173523,00				
Payment wc 29/05/23	75000,00	2nd			
Payment wc 12/06/23	50000,00	3rd			
Payment wc 26/06/23	50000,00	4th			
Payment wc 10/07/23	81250,00	5th			
Payment wc 24/07/23	81250,00	6th			
Payment wc 14/08/23	81250,00	7th			
Payment wc 28/08/23	80887,21	8th			
	0,00				

Gmail

Kristina <office.dominterijeri.hr@gmail.com>

(DO0006/1) - Payment Plan Agreement - DOM Interijeri J.D.O.O. & Bera Mont J.D.O.O. and OMAC Fire Limited

Broj poruka: 6

Sarah Jane Finnegan (Carlisle) <SJF@carlislesolicitors.ie>
Prima: "office.dominterijeri.hr@gmail.com" <office.dominterijeri.hr@gmail.com>

19. svibnja 2023. u 17:52

Dear Kristina

Please see attached.

Kind regards

A referral is the best compliment we can receive. If you know anyone that would benefit from our services, we would really appreciate the recommendation.

CARLISLE SOLICITORS

VISIT US TODAY

Sarah Jane Finnegan |

Legal Executive

Email: sjf@carlislesolicitors.ie

Phone: +353 1 653 3370

Web: www.carlislesolicitors.ie

Address: 16/17 St. Andrew Street, Dublin 2, D02 HP66

Our Services

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Commercial Contract Law

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WINNER WINNER GREAT PLACE TO WORK

All bank account details must be verified by calling the office (phone number on our headed paper) and speaking to your assigned solicitor/legal assistant, prior to a transfer being made. We cannot be held liable for any losses arising from bank account details that are not verified in this way.

Broj priloga: 8

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Client enclosing correspondence and requesting instructions.pdf
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230519-OMAC Response Carlisle Sol.pdf
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Kristina <office.dominterijeri.hr@gmail.com>
Prima: "Sarah Jane Finnegan (Carlisle)" <SJF@carlislesolicitors.ie>

22. svibnja 2023. u 12:00

Hello Sarah Jane ,

Thank you for the feedback. This comes a bit as a surprise since Omac proposed the payment plan with dates and we agreed to it. I don't understand why they stall now. They did make the 1st payment on friday.

What do you propose we do now? Wait if they make the 2nd one or any other idea?

Thank you in advance,
Kind regards,
Kristina

Kristina Karlovic
+385977524202

On Fri, May 19, 2023, 17:52 Sarah Jane Finnegan (Carlisle) <SJF@carlislesolicitors.ie> wrote:

Dear Kristina

Please see attached.

Kind regards

A referral is the best compliment we can receive. If you know anyone that would benefit from our services, we would really appreciate the recommendation.

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Sarah Jane Finnegan |

Legal Executive

Email: sjf@carlislesolicitors.ie

Phone: +353 1 653 3370

Web: www.carlislesolicitors.ie

Address: 16/17 St. Andrew Street, Dublin 2, D02 HP66

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Bank Details & Cyber Crime

Bank Details: Please be aware that there is a significant risk posed to solicitors and their clients by cyber fraud, specifically affecting email accounts and bank account details. **PLEASE NOTE** that our bank account details **WILL NOT** change during the course of a transaction, and we will **NOT** change our bank details via email.

If you receive a request via email to make a change to any of our bank account details and/or to transfer any funds, please do not respond to the email and contact us immediately by phone on 01 649 9900.

All bank account details must be verified by calling the office (phone number on our headed paper) and speaking to your assigned solicitor/legal assistant, prior to a transfer being made. We cannot be held liable for any losses arising from bank account details that are not verified in this way.

Broj priloga: 24

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Sarah Jane Finnegan (Carlisle) <SJF@carlislesolicitors.ie>
Prima: Kristina <office.dominterijeri.hr@gmail.com>

22. svibnja 2023. u 15:25

H Kristina

Yes, I was somewhat surprised by the response also. However, it's a good sign that the first payment has been received.

Let's hold off until 2nd June. If that payment is not received, we will issue a seven day warning letter and thereafter issue High Court proceedings.

Kind regards

A referral is the best compliment we can receive. If you know anyone that would benefit from our services, we would really appreciate the recommendation.

CARLISLE SOLICITORS

VISIT US TODAY

Sarah Jane Finnegan |

Legal Executive

Email: sjf@carlislesolicitors.ie

Phone: +353 1 653 3370

Web: www.carlislesolicitors.ie

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* In contentious business a solicitor may not calculate fees or other charges as a percentage or proportion of any award or settlement.

account details that are not verified in this way.

From: Kristina <office.dominterijeri.hr@gmail.com>
Sent: Monday, May 22, 2023 11:00 AM
To: Sarah Jane Finnegan (Carlisle) <SJF@carlislesolicitors.ie>
Subject: Re: (DO0006/1) - Payment Plan Agreement - DOM Interijeri J.D.O.O. & Bera Mont J.D.O.O. and OMAC Fire Limited

Hello Sarah Jane ,

Thank you for the feedback. This comes a bit as a surprise since Omac proposed the payment plan with dates and we agreed to it. I don't understand why they stall now. They did make the 1st payment on friday.

What do you propose we do now? Wait if they make the 2nd one or any other idea?

Thank you in advance.

Kind regards,

Kristina

Kristina Karlovic
+385977524202

On Fri, May 19, 2023, 17:52 Sarah Jane Finnegan (Carlisle) <SJF@carlislesolicitors.ie> wrote:

> Dear Kristina
>
> Please see attached.
>
> Kind regards
>
> ---
>
> *A referral is the best compliment we can receive. If you know anyone that would benefit from our services, we would really appreciate the recommendation.*

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Logo Description

Sarah Jane Finnegan |

Legal Executive

Email: sjf@carlislesolicitors.ie

Phone: +353 1 653 3370

Web: www.carlislesolicitors.ie

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* In contentious business a solicitor may not calculate fees or other charges as a percentage or proportion of any award or settlement.

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Kristina <office.dominterijeri.hr@gmail.com>
Prima: "Sarah Jane Finnegan (Carlisle)" <SJF@carlislesolicitors.ie>

9. lipnja 2023. u 15:34

Dear Sarah Jane,

i apologize for the late response. I have spent the last week with my 2 year old in the hospital, and just got back yesterday and I am catching up on our mails.

I have forwarded your Omacs response to my boss, and here are his thoughts.

1. they received the invoices a long time ago and never disputed them in any way. I do not even understand the fact that Omac made a debt repayment proposal, thereby accepting and confirming that they owe us, and now they are disputing that same debt. Also, they paid the first payment according to that repayment plan. The debt repayment plan proposal was their proposal of how they could resolve the debt. Why would they propose debt repayment if there is no debt. This is ridiculous!

2. Before issuing, each invoice was received and certified by the signature of Omac's project managers who managed the projects for which we provided labor and only then sent in the payment process.

3. Each fact, as information for obtaining the monthly amount, was based on a list of workers' hours, which was kept by Omac's project managers. What's more, Omac has introduced identification of arrivals and departures with a fingerprint on their device.

4. regarding the rental of equipment for work at height... we asked to help them because Omac could not get the equipment from local suppliers... I don't know why... of course we have emails for everything from the project manager with the request to hire them for them and we re-invoice them at the prices approved by the project managers. The equipment they mention in the letter as part of the contract is personal hand tools for workers and machines for cutting and making grooves on pipes, and we did not invoice them extra. According to their instructions, only machines for working at height were invoiced, so the information from the letter they mention is not there.

5. Let me try to be clear... Omac used to order labor from us, which was paid by the hour. It is not determined for us how many hours we are allowed to "spend", i.e. how many hours we are allowed or can charge for a particular project, i.e. a purchase order.

We were not the bearers of the project, but provided the workforce ordered by Omac in the quantity and scope that they requested, and that the project itself required. The increase in the number of workers or the decrease in the number of workers could not be determined by us, but by Omac. So the cost control was on them and not on us. Insinuations that we want to charge something on our own is stupid. So, no one asked us or told us how much they would pay us for any of the projects, nor did we agree to anything, we were already asked for labor for the projects. Simply, we had nothing to do with their contract for that work that they had with their client, i.e. we had no knowledge of the amount of the contracted work, nor were we interested in it.

6. Their confusion in accounts indicates their incompetence. We have been issuing invoices in the same way since the beginning and they have never indicated that something was not clear to them. The procedure for drawing up invoices was determined by them, not by us. I explained the procedure for forming the amount for each month earlier.

My conclusion is that we need to discuss with them something that was discussed and agreed upon a long time ago and is therefore no longer a topic for discussion.

Just to sum it up, it was their payment proposal, they did make the 1st payment, so this is just another method to stall.

If it is necessary my boss is willing to travel to Dublin with all the paperwork for a meeting regarding the matter or we could schedule a video call. Whatever is necessary, and we definitely need legal guidance and assistance to see this through.

Please advise what we should do.

Kind regards,

Kristina

[Citirani tekst je skriven]

Sarah Jane Finnegan (Carlisle) <SJF@carlislesolicitors.ie>
Prima: Kristina <office.dominterijeri.hr@gmail.com> 13. lipnja 2023. u 17:47

Hi Kristina

Thank you for your email. I hope all is well with your toddler now!

Can you please explain the vast difference between contract values, the amounts paid by OMAC and the further balances being sought?

I do not appear to have a statement of account breakdown of all sums owed, can you please provide a copy of same.

Have you met with OMAC previously to discuss the outstanding balances or has all correspondence been over email? A meeting might be the quickest way to bring this matter to a head. However, we should respond to all points raised in advance of any meeting.

Please note, in accordance with our Terms of Business, this work will be billed in accordance with our hourly rates. Our commission fee of 3% will be also charged on all sums recovered.

Kind regards

A referral is the best compliment we can receive. If you know anyone that would benefit from our services, we would really appreciate the recommendation.

CARLISLE SOLICITORS

VISIT US TODAY

Sarah Jane Finnegan |

Legal Executive

Email: sjf@carlislesolicitors.ie

Phone: +353 1 653 3370

Web: www.carlislesolicitors.ie

Address: 16/17 St. Andrew Street, Dublin 2, D02 HP66

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* In contentious business a solicitor may not calculate fees or other charges as a percentage or proportion of any award or settlement.

From: Kristina <office.dominterijeri.hr@gmail.com>
Sent: Friday, June 9, 2023 2:34 PM

Dear Sarah Jane,

[Citirani tekst je skriven]
[Citirani tekst je skriven]
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Broj priloga: 6

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Kristina <office.dominterijeri.hr@gmail.com>
Prima: "Sarah Jane Finnegan (Carlisle)" <SJF@carlislesolicitors.ie>

14. lipnja 2023. u 15:13

Hi Sarah Jane,

yes, everything is fine now, thank you.

I am not sure if I understood your question regarding the differences between contract values and amounts paid, but the contract did not mention a specific number of hours (we provide the workforce), OMAC ordered our workers in the amount and time they thought would be necessary, as for the amounts issued and difference they paid, I do not have an explanation for that except that they are playing tricks on us.

I will send you one months attendance sheet and Invoices so you can see what we are talking about. You will see that all attendance sheets' as well as hours have been signed of by Omac (Mr. L. Creen, Omac Project Manager). Attached are the invoices for July 2022, 4 invoices, 2 for labor and 2 for equipment , the 5th attachment is the attendance sheet and pre invoice sign off. So, even before we issue an invoice OMAC signs off on the times and amounts due. We have this kind of paperwork for every issued invoice.

I have requested the account breakdown from our bookkeeper, and will forward it as soon as i receive it.

Ivan (my boss) has met with OMAC representatives several times onsite and has had multiple telephone conversations, regarding the outstanding payments. I the next email I will forward the email correspondence regarding the payment plan.

I am currently looking into flight options from Zagreb to Dublin for next week, Thursday would maybe be an option for us, please let me know if you would be available?

We accept the rates.

Kind regards,
Kristina
[Citirani tekst je skriven]

Broj priloga: 5

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