

# besecke GmbH & Co KG

## General terms and conditions of purchase and order

Status 09/2023

These terms and conditions are an integral part of all contracts concluded with our suppliers and contractors (hereinafter referred to as "the Supplier"). The Supplier's General Terms and Conditions of Sale and Delivery shall not apply.

### 1. Offer and conclusion of contract

- 1.1 The supplier must submit binding offers to us free of charge. In his quotations, he must adhere to our enquiry with regard to quantities, quality, design, etc. and point out any deviations in writing.
- 1.2 Orders and other declarations by us shall be made in writing; there are no verbal collateral agreements.
- 1.3 Notwithstanding Sections 126 (3) and 127 (1) BGB, the electronic form is not equivalent to the written form.

### 2. Prices

All prices are all-inclusive fixed prices excluding VAT, free to the receiving address specified by us, including packaging, corrosion protection and freight. They include the remuneration for all deliveries and services transferred to the supplier. The prices shall be binding for the entire term of the contract or contractual quantity. The date of conclusion of the contract shall be decisive for price validity, not the date of delivery.

### 3. Dates and deadlines

- 3.1 Delivery and completion dates must be strictly adhered to. Our stated delivery dates are delivery dates. Unless otherwise agreed, the delivery period shall commence upon conclusion of the contract.
- 3.2 The supplier may not invoke any reservation of self-delivery vis-à-vis us. Problems with the procurement of the delivery items or the materials required for their manufacture fall within the supplier's sphere of risk and do not release him from his contractual obligations towards us.
- 3.3 If the supplier recognises that a deadline/period will be exceeded, he must inform us immediately in writing of the reason and the expected duration of the delay.
- 3.4 In the event of a delay in delivery, we shall be entitled to the statutory claims without any restriction (in particular exclusions or limitations of liability).

### 4. Default of the supplier

- 4.1 If the supplier realises that agreed delivery dates cannot be met for any reason whatsoever, he must notify us immediately in writing, stating the expected duration and reasons for the delay.
- 4.2 If the supplier exceeds the deadlines/periods agreed with him as a result of default, he shall pay us a contractual penalty of 0.1% of the net contract price for each working day on which the deadline or period is exceeded. The amount of the contractual penalty shall be limited to a maximum of 5% of the net contract price, even if several individual dates/periods are exceeded.
- 4.3 The reservation of the contractual penalty may be asserted until the final payment. Payment of the contractual penalty shall not release the supplier from the fulfilment of its contractual obligations. The contractual penalty shall be offset against further claims for damages due to default.

### 5. Packaging and dispatch

- 5.1 Delivery items are only to be delivered to the receiving addresses specified by us within the following goods delivery times Monday-Thursday: 7.00-16.00, Friday: 7.00-13.00.
- 5.2 Our reception address is:  
besecke GmbH & Co KG  
Steindamm 24, 28719 Bremen  
unless otherwise agreed.
- 5.3 Each delivery must be accompanied by two delivery notes which, like the consignment notes, must contain our order number, article number, item number, description of goods and delivery date.
- 5.4 For larger consignments, the supplier must send us a dispatch note stating our order number, the goods declaration, the dimensions of the packages in "cm" (LxWxH) and the item weight.
- 5.5 Dispatch shall be at the supplier's risk. This shall also apply if we assume responsibility for transport and/or transport insurance. If, in exceptional cases, the goods are transported at our risk and expense, we shall decide on the type of means of transport and select the forwarding agent or carrier.
- 5.6 The supplier is obliged to inform us in all cases in which certificates of origin are required or export restrictions exist for his deliveries, insofar as he must be aware of this or can reasonably procure it. This information must be clearly recognisable on the order confirmations, delivery notes and invoices.
- 5.7 The supplier shall dispose of transport packaging at its own expense.

### 6. Further obligations of the supplier

- 6.1 All documents required for acceptance, operation, maintenance and repair (test reports, tool certificates, drawings, plans, operating instructions, etc.) shall be provided to us by the Supplier as part of the scope of delivery and performance within the delivery or performance period.  
- if necessary in reproducible form and in the desired foreign language.
- 6.2 The supplier shall provide suitable, customary packaging that complies with the statutory provisions and protects the delivery items from damage and impairment. Furthermore, the goods must be packed in such a way that an identification and counting check can be carried out without prior repackaging.

is possible. Costs and damage caused by incorrect or omitted declaration and improper packaging shall be borne by the supplier.

- 6.3 We are not obliged to accept partial, excess or short deliveries that have not been agreed.
- 6.4 The supplier is obliged to inform himself on his own responsibility about the circumstances relevant to the fulfilment of the contract concluded with us, in particular existing preconditions or special features at the construction or assembly site. The supplier must check the intended type of execution, also for material provided by us as well as preliminary work carried out by us or other companies, immediately and in accordance with the technical rules as to whether they fulfil the usual requirements or the special requirements to be made in individual cases. If necessary, he must report to us immediately. The above sentences shall apply accordingly to documents, drawings and plans provided by us.
- 6.5 Insofar as we have checked the installation dimensions and the general technical specifications on the basis of drawings sent to us or have approved a sample of the delivery item, this shall not release the supplier from the contractual fulfilment of the obligation's incumbent upon it. In particular, our inspection does not extend to sufficient dimensioning and the correct selection of the materials used.
- 6.6 We and our customers are entitled to inform ourselves or ourselves or through authorised representatives at the supplier's premises during the supplier's operating hours and after prior notification of the contractual performance by the supplier, to participate in the supplier's own inspections and to carry out inspections themselves. Costs for repeat inspections caused by previously identified defects shall be borne by the supplier.
- 6.7 The supplier shall provide a guarantee for the period of normal use of the respective delivery item.  
/The supplier shall ensure the supply of spare parts for the delivery/service items at standard market conditions and prices.
- 6.8 The supplier is responsible for compliance with the relevant statutory and official regulations and requirements when fulfilling the order. The delivery/service must comply with the applicable safety, labour protection, accident prevention, relevant standard, DIN, VDE and other regulations. Protective devices required in accordance with such regulations must always be supplied and included in the agreed price. Our supplier must ensure that the workplace is always kept clean. After completion of the work, the workplace must be handed over to our responsible works engineer in a tidy, cleaned condition.
- 6.9 The supplier is obliged to comply with our Supplier Code of Conduct in the version valid at the time of the order and to oblige its suppliers accordingly.

### 7. Invoice and payment

- 7.1 The supplier shall submit its invoices to us separately after the contractual deliveries/services have been provided, stating the order number, date and exact description of the delivery/service provided, either electronically or by post. Electronic invoices are to be sent by e-mail to the following address:  
"rechnungen@besecke.de" exclusively in pdf format and individually by e-mail (no collective invoices or several invoices in one e-mail).  
Invoices sent by post must be sent to the following address:  
besecke GmbH & Co KG  
Steindamm 24,  
28719 Bremen  
Invoices from the supplier which do not comply with the above requirements, i.e. which are not sent to us by the required electronic or postal means or in the manner specified by us, will not be considered by us, with the result that the supplier's payment claims will not become due for payment. We assume no liability for transmission risks (e.g. loss of data during transmission, falsification, complete loss) of files and their decryption and services of Internet and service providers, if and insofar as no liability case exists in accordance with the provisions in Section 10.1 of these Terms and Conditions.
- 7.2 Payment claims of the Supplier shall be due 30 days after acceptance of the service or acceptance of the delivery item at the receiving address specified by us, presentation of any associated documents (e.g. analysis values, weight lists, test or acceptance reports, packing lists, etc.) and proper invoices (cf. Section 7.1 above), but at the earliest on the contractually agreed delivery or completion date.
- 7.3 Payments shall be made after the due date of the payment claims in accordance with Clause 7.2 at our discretion within the 30-day period net cash or within a 15-day period beginning with the due date of the payment claim with deduction of a discount of 3%.
- 7.4 If services are invoiced on a time and material basis, the invoices must be accompanied by our receipts. Pro forma invoices for deliveries/services from foreign customs countries must be sent to us at least 24 hours before handover of the goods/services in order to ensure speedy processing.

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automation**

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delivery item/before the start of acceptance of the service. For quantities, dimensions, weights and quality of a delivery, the values determined by us during the incoming goods inspection shall be decisive. Acceptance shall be subject to inspection for correctness and suitability and otherwise in accordance with the prescribed quality guidelines. Our personnel and third parties authorised by us are entitled to inspect the quality of the material and/or the production process during the supplier's normal business hours.

- 7.5 Payment of the purchase price shall not constitute any acknowledgement of a defect-free delivery in accordance with the regulations. Advance payments shall only be made based on a separate written agreement and only against a guarantee from a bank authorised as a customs guarantor.
- 7.6 The provision of services before agreed deadlines or before the expiry of agreed periods shall not affect the due date for payment; it shall also entitle us to reject services.
- 8. Transfer, offsetting and retention**
- 8.1 Without our written consent, the supplier is not authorised to transfer claims and rights against us in whole or in part to third parties, with the exception of the assignment of monetary claims by the supplier.
- 8.2 Offsetting by the supplier with counterclaims against us is only permissible insofar as these claims have been legally established, recognised or are undisputed.
- 8.3 The supplier may only withhold delivery items or services due to any counterclaims from previous transactions or other transactions in an ongoing business relationship with us if these claims are recognised, undisputed or legally established.
- 9. Defects**
- 9.1 The supplier shall ensure that the object of performance/delivery is free from material defects and defects of title, in particular that it has the quality agreed with us, corresponds to the latest state of science and technology as well as to our specifications, drawings and other execution regulations and that the object of performance/delivery is not subject to any circumstances which cancel or reduce its value or suitability for the normal use or the use assumed in accordance with the contract concluded with us. Furthermore, the supplier shall ensure that the use of the object of performance/delivery does not infringe the rights of third parties, in particular patents or other industrial property rights.
- 9.2 If the service/delivery item is defective or does not comply with the contract for other reasons, we shall be entitled to the statutory claims and rights subject to the proviso that the period for giving notice of defects pursuant to Section 377 of the German Commercial Code (HGB) is two working days, not including the day on which the period begins. In the case of hidden defects, in particular those which only become apparent during processing or commissioning of the delivery item, the period for giving notice of defects shall only commence upon their discovery by us. If acceptance has been agreed, there is no obligation to inspect.
- 9.3 The limitation period for material defects and defects of title shall be governed by the statutory provisions with the proviso that all periods specified therein shall be extended by six months.
- 9.4 In the event of subsequent performance, the supplier shall also bear those additional expenses, in particular transport, travel, labour and material costs, which have arisen due to the fact that the object of the service was taken to a place other than the place of performance after the delivery effected by the supplier. We shall be entitled to our statutory claims for expenses and recourse within a supply chain without restriction in addition to the claims for defects.
- 9.5 If this is requested by our end customer, the supplier hereby agrees to the transfer of the claims for defects and rights to which we are entitled against the supplier to this end customer.
- 10. Liability, indemnification and liability insurance cover**
- 10.1 We shall only be liable to the supplier for damages resulting from (a) a breach of the provisions of the Product Liability Act (b) an intentional or grossly negligent breach of contractual or statutory obligations by one of our legal representatives or vicarious agents or (b) an injury to life, limb or health due to a breach of a contractual or statutory obligation by one of our legal representatives or vicarious agents or (d) the breach of an assumed guarantee for the existence of a characteristic or the fraudulent concealment of a characteristic, or health due to the breach of a contractual or statutory obligation by one of our legal representatives or vicarious agents or (d) the breach of an assumed guarantee for the existence of a property or the fraudulent concealment of a material defect by us or (e) the breach of essential contractual obligations. Material contractual obligations are those obligations whose fulfilment makes the proper performance of the main obligation incumbent on us possible in the first place and on whose compliance the supplier regularly relies on and may rely.
- 10.2 Our liability shall be limited to the foreseeable damage typical for the contract. This shall not apply if a claim for damages by the supplier is based on (a) a breach of the provisions under the Product Liability Act (b) an intentional or grossly negligent breach of contractual or statutory obligations or (c) injury to life, limb or health or (d) the breach of a guarantee assumed for the existence of a property or the fraudulent concealment of a material defect by us. Typical for the contract and foreseeable is the damage, the occurrence of which is to be expected precisely on the basis of the breach of the respective material contractual obligation (Section 10.1) is typically to be expected.
- 10.3 The regulations in para. 10.1 and 10.2 do not change the distribution of the burden of proof and also apply in favour of our legal representatives and vicarious agents.
- 10.4 If claims for damages are asserted against us by third parties due to a product defect, the supplier shall indemnify us against such claims.

The supplier shall indemnify us against any claims if and to the extent that the liability is based on raw materials, partial products or services provided by the supplier. The supplier is also obliged to reimburse us for any expenses arising from or in connection with a recall action which we are obliged to carry out. We shall inform the supplier of the content and scope of the recall measures to be carried out - as far as possible and reasonable - and give him the opportunity to comment. The supplier's liability in accordance with the statutory provisions shall remain unaffected.

If the liability asserted against us or the recall to be carried out by us is also based on a significant contribution to the cause for which we are responsible, the supplier's indemnification obligation and liability towards us shall be reduced proportionately.

- 10.5 The supplier shall maintain product liability insurance at its own expense with a lump sum cover of EUR 2.5 million per personal injury/property damage claim.

contractual obligations. Material contractual obligations are those obligations whose fulfilment makes the proper performance of the main obligation incumbent on us possible in the first place and on whose compliance the supplier regularly relies on and may rely.

#### 11. Property rights

The supplier warrants that no rights of third parties in countries of the European Union or other countries in which he manufactures the products or has them manufactured are infringed in connection with his delivery/service. If claims are asserted against us by a third party in this respect, the supplier shall be obliged to indemnify us against such claims upon written request. The supplier's obligation to indemnify relates to all expenses incurred by us from or in connection with the claim by this third party. The above shall not apply if the supplier proves that it is not responsible for the infringement of property rights and could not have been aware of it at the time of performance even if it had exercised due commercial care.

#### 12. Occupational safety / Instruction

- 12.1 In compliance with the provisions of the German Occupational Health and Safety Act ("ArbSchG") - in particular Sections 9 and 12 ArbSchG - the Supplier shall provide its employees who work on our premises or on the premises of our customer within the scope of the contract concluded between us and the Supplier with sufficient and appropriate instruction before commencing their work and in the event of a change in their area of responsibility as well as when new work equipment or new technologies are introduced. The supplier shall also adapt the instruction to the respective risk development and repeat it if necessary with regard to the risk development.
- 12.2 The supplier also undertakes to carry out a risk assessment for the purpose of carrying out the instruction in accordance with clause 12.1 and to prepare written operating instructions, which must be made available to us in good time before the start of the instruction and discussed with us.
- 12.3 Notwithstanding the supplier's own responsibility, we shall provide the supplier with documents on occupational health and safety in the order documents for information purposes to facilitate the supplier's tasks in accordance with sections 12.1 and 12.2 above, where necessary. In cases of doubt, the supplier shall obtain additional information from our respective occupational safety specialist.
- 12.4 The supplier further undertakes to issue a written confirmation of the instruction to each of its employees working on our premises or our customer's premises immediately after the instruction has been given and to oblige its employees to always carry this with them when they are on our premises or those of our customer and to show it at any time on request. We are entitled to expel any employee of the supplier from the premises if the employee does not carry the aforementioned written confirmation - for whatever reason. The supplier shall be obliged to compensate us for any damage that we incur as a result of a justified expulsion of the employee from the premises. Any deviating regulations of the end customer must be observed on its premises.
- 12.5 With regard to the obligations under Section 8 (2) ArbSchG, we are entitled to ascertain whether the supplier has instructed its employees appropriately with regard to the risks to their health and safety while working on the shipyard premises. To this end, we may question the supplier's employees. The supplier undertakes to inform us, without being requested to do so, of the manner and content of the health and safety-related instructions and briefings given to its employees (Sections 8 (2), 9, 12 ArbSchG).
- 12.6 Insofar as the safety, health and hazard protection of our employees and/or the employees of other companies working on our shipyard premises may be affected by the supplier's activities at the shipyard, the supplier undertakes to inform us of this in good time and to discuss and implement any safety-related measures with us (Section 8 (1) ArbSchG).
- 13. Ownership of the delivery item, retention of title, provision of goods, goods and confidentiality**
- 13.1 We shall acquire title to the object of the delivery/service upon its handover; the same shall apply to the documents supplied.
- 13.2 If we provide items, we reserve title to them. The supplier shall process or remodel the items provided on our behalf. If the items provided by us are processed, remodelled or inseparably mixed/combined with other items which are not our property, we shall acquire ownership of the new item in the amount of

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- The value of the item provided by us shall be proportionate to the value of the other items at the time of processing/transformation or mixing/blending. If the processing/transformation or mixing/blending is carried out in such a way that the other items are to be regarded as the main item, the supplier shall transfer to us proportional co-ownership of the new item; the supplier shall store the new item for us free of charge.
- 13.3 The supplier shall be liable for the loss of or damage to items provided as well as for the loss of or damage to documents provided unless he is not responsible for the loss/damage. The supplier must inform us immediately of any legal or actual impairment of such items and documents.
- 13.4 Tools and machines made available by us shall remain our property; the supplier may use these items exclusively for the fulfilment of the respective contract concluded with us. The supplier must store the tools and machines provided by us separately; in addition, he must insure them at replacement value against fire, water and theft at his own expense. Maintenance and inspection work which becomes necessary on the tools and machines provided by us must be carried out by the supplier in good time at his own expense; he must notify us immediately in writing of any malfunctions.
- 13.5 The supplier shall label the items provided by us - as long as they are not processed - as such and as our property, store them separately, maintain them at its own expense and use and manage them in accordance with the principles of economical business management. They may only be used for the respective contract concluded with us. The consumption of items provided must be documented to us in writing. Waste and chips must be returned to us on request.
- 13.6 Semi-finished and finished products manufactured according to our documents may only be delivered to third parties with our written consent.
- 13.7 We reserve our property rights, copyrights and other industrial property rights to our illustrations, drawings, calculations, models, samples and other documents. The supplier shall use all illustrations, drawings, calculations, models, samples and other documents and information received from us exclusively for the fulfilment of the respective contract concluded with us. Copies, reproductions or similar are only permitted with our express consent. The supplier must return all documents and any copies, reproductions, written records of information or similar made thereof to us upon termination of the business relationship without being requested to do so, otherwise immediately upon our request. A right of retention of originals, copies, reproductions or similar of the supplier is excluded in this respect.
- 13.8 The illustrations, drawings, calculations, models, samples and other documents and information as well as internal information that has become known through the cooperation may only be made accessible or disclosed to third parties with our express written consent. The supplier's confidentiality obligation shall remain in force even after the termination of the business relationship between us and the supplier. It shall not apply or shall cease to apply if and to the extent that the manufacturing knowledge contained in the illustrations, drawings, calculations, models, samples and other documents provided is or has become generally known. Third parties within the meaning of this clause 13.7 shall not include: (a) employees of the Supplier whom the Supplier uses to fulfil its obligations towards us and who are authorised by us in accordance with Clause 13.9 (b) consultants engaged by the Supplier who are authorised by (c) all companies and other persons that the Supplier has authorised in accordance with section 13.10 has obligated.
- 13.9 The Supplier shall provide all its employees who it uses to fulfil its obligations towards us with a certificate in accordance with clause 13.7 sentence 1, including for the period after their departure from the Supplier.
- 13.10 Furthermore, the Supplier shall enter into an agreement with all companies, external persons and companies that it consults in an advisory, executive or supporting capacity in accordance with Clauses 13.7 and 13.9 to the extent that they are not already bound to secrecy by virtue of their profession.
- 13.11 If the Supplier culpably breaches its duty of confidentiality in accordance with Clause 13.7a contractual penalty shall be forfeited in our favour for each case of infringement. If the breach is based on the supplier's failure to impose an obligation on one or more of its employees, the contractual penalty shall be EUR 25,000 (in words: twenty-five thousand), in all other cases EUR 50,000 (in words: fifty thousand). An obligation to pay damages shall not be waived hereby; forfeited contractual penalties shall be offset against damages to be paid.
- 13.12 The supplier must inform our safety officer of the names of its employees and supervisory personnel entering and/or working on our premises before the start of the service. Our safety and order regulations must be observed for deliveries and services on our premises.
- 13.13 The supplier may only advertise the business relationship existing with us with our written consent.
- 13.14 New developments which the supplier carries out together with us or on our behalf may only be used for other purposes with our written consent; publications about the new developments also require our consent. If we do not exercise our right to apply for a patent or utility model for new developments ourselves, the supplier shall require our prior written consent before applying for these rights himself.
- 13.15 Tools, devices and models which we make available to the supplier, or which are manufactured for contractual purposes and charged to us separately by the supplier shall remain our property or shall become our property.
- 14. Subcontractor**
- 14.1 The involvement of subcontractors does not release the supplier from its obligations to us.
- 14.2 The supplier may only engage subcontractors if and to the extent that it has ensured that we and our customers are entitled to the rights specified in Clause 6.6.
- 15. Place of performance, transfer of risk and acceptance**
- 15.1 The place of performance for the supplier shall be the receiving address specified by us, unless otherwise agreed. There, the risk of accidental loss and accidental deterioration of the deliveries/services provided by the supplier shall pass to us in accordance with the following provisions.
- 15.2 The acceptance of services shall be affected by issuing an acceptance confirmation signed by us.
- 15.3 We may refuse to accept delivery items and services if an event of force majeure or other circumstances beyond our control (including labour disputes) make it impossible or unreasonable for us to accept the delivery items or services.
- 15.4 Services whose contractual quality can only be determined after completion of a subsequent work shall only be accepted by us after successful installation or commissioning of the subsequent work and, if applicable, their inspection by the competent authorities (e.g. classification societies). In the case of delivery items whose contractual quality can only be determined after completion of a subsequent work, the transfer of risk shall take place after successful installation or commissioning of the subsequent work and, if applicable, its inspection by the competent bodies (e.g. classification societies).
- 15.5 The Supplier shall insure the delivery items and services against accidental loss (in particular due to fire or theft) and accidental deterioration at its own expense until the transfer of risk.
- 16. Place of jurisdiction and applicable law**
- 16.1 If the supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship - including those arising from documents, bills of exchange or cheques - shall be our registered office. However, we remain entitled - at our discretion - to sue the supplier before the courts having jurisdiction over its registered office. Any mandatory statutory places of jurisdiction shall remain unaffected by this.
- 16.2 The law of the Federal Republic of Germany shall apply to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 17. Ineffectiveness**
- If individual provisions of the concluded contract or these terms and conditions are or become invalid, this shall not affect the validity of the remaining provisions of the contract and these terms and conditions.

**Remark:**

These terms and conditions have been drawn up in the German language. Any English translation is made available for reading purposes only and the German version prevails in case of any discrepancies in the wording.

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