

## NORTH AMERICA B2C E-COMMERCE MARKET 2017

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### ABOUT YSTATS.COM

- Founded in 2005 and headquartered in Hamburg, Germany, yStats.com is one of the world's leading secondary market research companies.
- We are committed to providing the most up-to-date and objective data on Global B2C E-Commerce and Online Payment markets to sector-leading companies worldwide.
- Our multilingual staff researches, gathers, filters and translates information from thousands of reputable sources to synthesize accurate and timely reports in our areas of expertise, covering more than 100 countries and all global regions.
- Our market reports focus predominantly on online retail and payments, but also cover a broad range of related topics including M-Commerce, Cross-Border E-Commerce, E-Commerce Delivery, Online Gaming and many others.
- Given our numerous citations in leading media sources and journals worldwide, including Forbes and the Wall Street Journal, we are considered one of the most highly-reputed international secondary market research companies with an expertise in the areas of B2C E-Commerce and Online Payment.

## NORTH AMERICA B2C E-COMMERCE MARKET 2017

### GENERAL INFORMATION

#### PRODUCT DETAILS

Title: North America B2C E-Commerce Market 2017  
Type of Product: Report  
Category: B2C E-Commerce  
Covered Regions: North America  
Covered Countries: Canada, USA

Language: English  
Formats: PDF & PowerPoint  
Number of Charts: 88

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#### QUESTIONS ANSWERED IN THIS REPORT

What is the size and the growth projections for B2C E-Commerce sales in the USA and Canada?  
Which important market trends affect the development of online retail in North America?  
Who are leading market players in North American B2C E-Commerce?  
Which product categories are purchased by U.S. and Canadian online shoppers the most?  
What are the preferred payment and delivery options of North American online shoppers?

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## NORTH AMERICA B2C E-COMMERCE MARKET 2017

### KEY FINDINGS



#### **AS NORTH AMERICAN B2C E-COMMERCE CONTINUES TO ADVANCE, RETAILERS TURN TO INNOVATION FOR GENERATING FUTURE GROWTH**

B2C E-Commerce sales in North America are projected to maintain a compound annual growth rate in the double-digits through 2021, according to market forecasts cited in this report by yStats.com. Compared to other global regions, North America is projected to remain second both in online retail market size and in E-Commerce's share of total retail sales. The evolving consumer behavior and new market trends, such as mobile commerce, web- and showrooming, shopping via voice-enabled virtual assistants and chatbots, are expected to stimulate further growth of B2C E-Commerce sales.

The USA accounts for the majority of North America's online retail sales, being around 15 times larger than Canada in terms of B2C E-Commerce market size in 2017. Despite the advancing maturity, E-Commerce revenues still outpace overall retail sales in the USA in year-on-year growth rate, incentivizing traditional brick-and-mortar retailers to turn to digital channels for sales expansion. Among them, Walmart targets a high double-digit increase in E-Commerce sales for the next year following investments in marketplace and delivery offerings. With competition increasing, established online market leaders also have to find new ways to attract digital shoppers. For example, eBay launched a new search option where users can upload pictures directly from their phone and search for similar items on the marketplace, while Amazon, the leading competitor with a market share of around one-third, offers its Prime members the ability to re-order items using voice command with virtual assistant Alexa. This service could help Amazon's market share grow still further, given that around one in two consumers who already use voice-enabled assistance devices for shopping report fewer in-store purchases as a result, according to a 2017 survey cited in yStats.com's report.

Amazon is also leading the Canadian online retail market, which is less advanced compared to the U.S. but is also growing at double-digit rates. Around one in two consumers in Canada visit Amazon's site at least on a monthly basis, and the conversion rate is significantly higher than for Canadian retailers, according to survey results cited by yStats.com. Overall, Canada's B2C E-Commerce market is under the influence of imports from the USA, with more than half of online shoppers making purchases cross-border. Nevertheless, E-Commerce sales of Canadian retail incumbents are also rising, driven by increased investments into digital channels. The shopping behavior of consumers in Canada also points to potential cross-channel synergies. For example, around one-third of online shoppers frequently do their product research online before making a purchase in-store, while a double-digit share at least occasionally browses products in-store prior to buying them over the Internet.

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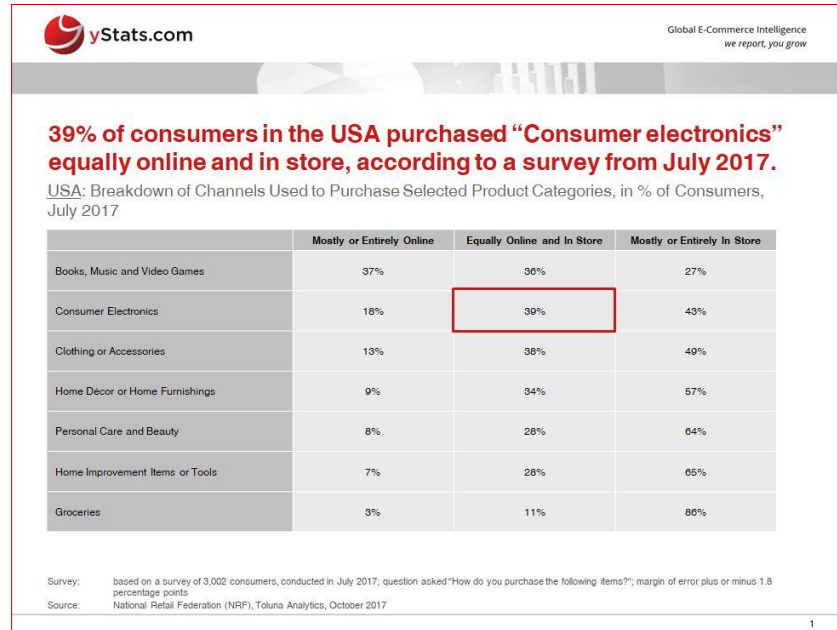
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## NORTH AMERICA B2C E-COMMERCE MARKET 2017

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## NORTH AMERICA B2C E-COMMERCE MARKET 2017

### METHODOLOGY

#### GENERAL METHODOLOGY OF OUR MARKET REPORTS

##### Secondary Market Research

The reports are compiled based on secondary market research. Secondary research is information gathered from previously published sources. Our reports are solely based on information and data acquired from national and international statistical offices, industry and trade associations, business reports, business and company databases, journals, company registries, news portals and many other reliable sources. By using various sources we ensure maximum objectivity for all obtained data. As a result, companies gain a precise and unbiased impression of the market situation.

Cross referencing of data is conducted in order to ensure validity and reliability.

The source of information and its release date are provided on every chart. It is possible that the information contained in one chart is derived from several sources. If this is the case, all sources are mentioned on the chart.

The reports include mainly data from the last 12 months prior to the date of report publication. Exact publication dates are mentioned in every chart.

##### Definitions

The reports take into account a broad definition of B2C E-Commerce, which might include mobile commerce. As definitions may vary among sources, exact definition used by the source (if available) is included at the bottom of the chart.

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Our reports include text charts, pie charts, bar charts, rankings, line graphs and tables. Every chart contains an Action Title, which

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Reports are comprised of the following elements, in the following order: Cover page, preface, legal notice, methodology, definitions, table of contents, management summary (summarizing main information contained in each section of report) and report content (divided into sections and chapters). When available, we also include forecasts in our report content. These forecasts are not our own; they are published by reliable sources. Within Global and Regional reports, we include all major developed and emerging markets, ranked in order of importance by using evaluative criteria such as sales figures.

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If available, additional information about the data collection, for example the time of survey and number of people surveyed, is provided in the form of a note. In some cases, the note (also) contains additional information needed to fully understand the contents of the respective data.

When providing information about amounts of money, local currencies are most often used. When referencing currency values in the Action Title, the EUR values are also provided in brackets. The conversions are always made using the average currency exchange rate for the respective time period. Should the currency figure be in the future, the average exchange rate of the past 12 months is used.

#### METHODOLOGY OF OUR NORTH AMERICA B2C E-COMMERCE MARKET 2017

##### Report Coverage

This report covers the B2C E-Commerce market in North America, including the USA and Canada. A broad definition of retail E-Commerce used by some original sources cited in this report might include both B2C and C2C E-Commerce.

The report contains relevant information about international comparisons, market trends, E-Commerce sales and shares, Internet users and shoppers, products, payment methods, delivery and players.

##### Report Structure

The report starts with an overview of the regional E-Commerce market and international comparisons in terms of criteria relevant to B2C E-Commerce, such as sales, E-Commerce's share of retail, and online shopper penetration. The rest of the report is divided into country chapters, presented in the descending order of retail E-Commerce sales. Data availability varied by country.

Each country description starts with an overview of the market, highlighting the overall B2C E-Commerce development in the respective countries.

Next, the "Trends" section includes an overview of market trends, such as M-Commerce, omnichannel, and cross-border online shopping.

The section "Sales & Shares" covers the development of B2C E-Commerce sales and E-Commerce's share of total retail sales. This information from several sources was provided for cross-referencing.

In the "Users & Shoppers" section, information about Internet penetration and online shoppers is included.

Afterwards, the section "Products" shows the leading product categories purchased online.

The next section, "Payment", covers the payment methods most used by online shoppers.

Furthermore, the "Delivery" section covers information related to delivery in E-Commerce.

Finally, the "Players" section includes information about the leading E-Commerce companies, including rankings of top online shopping platforms by sales, market shares, website visits, and usage rates by online shoppers, where available.



## NORTH AMERICA B2C E-COMMERCE MARKET 2017

### RELATED REPORTS

#### PUBLISHED RELATED REPORTS

REPORT	PUBLICATION DATE	PRICE *
USA B2C E-Commerce Sales Forecasts: 2017 to 2021	November 2017	€ 450
Top 5 Country B2C E-Commerce Sales Forecasts: 2017 to 2021	December 2017	€ 1,950
Innovation Trends in Global Retail and Payments 2017	October 2017	€ 950
Global Online Payment Methods: First Half 2017	August 2017	€ 1,950
North America Online Payment Methods: Full Year 2016	March 2017	€ 950
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- Costco
- Tchibo Direct
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# REPORT ORDER FORM

## PLACE YOUR ORDER OFFLINE

-  Scan and email this form to [order@ystats.com](mailto:order@ystats.com)
-  Fax us at + 49 40 39 90 68 51 using this form

## PLACE YOUR ORDER ONLINE

-  All our reports are also available for purchase online in our Online Shop.

## CHOOSE YOUR REPORT(S) AND LICENSE\* TYPE(S)

Please confirm the license type and reports:

Report Title	Publication Date	Price (€)	SINGLE USER LICENSE	SITE LICENSE	GLOBAL SITE LICENSE
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		TOTAL			

## CHOOSE YOUR PAYMENT METHOD

Choose Your Preferred Payment Method:

### Credit Card ☐

- VISA ☐ MasterCard ☐
- American Express ☐ China UnionPay ☐

CARD HOLDER

CARD NUMBER

EXP. DATE

SECURITY CODE\*\*

\*\*If you prefer, this can be communicated over the phone or via secured e-mail communication.

### Bank Transfer ☐

Bank Transfer information will be provided to you in the invoice you receive following submission of an Order Form offline.

### PayPal ☐

An invoice will be sent via e-mail to the e-mail address as listed in the contact details below. Payment via PayPal will be made available upon receipt of the invoice.

## COMPLETE YOUR CONTACT DETAILS

An invoice will be sent to your company

TITLE	FIRST NAME, LAST NAME	JOB TITLE
COMPANY	E-MAIL	PHONE
FAX	STREET	CITY
STATE / PROVINCE	POSTAL CODE	COUNTRY

## HOW DID YOU FIND US?

- ☐ Search Engine (Google, Bing etc.)
- ☐ Print/Online Publication
- ☐ Press Release
- ☐ LinkedIn/XING
- ☐ Facebook/Twitter
- ☐ Personal Recommendation
- ☐ Other \_\_\_\_\_

## SIGNATURE

EU COMPANIES  
MUST SUPPLY VAT NO.

PURCHASE ORDER NO. (IF REQUIRED)

ORDER DATE

All orders are subject to the Terms & Conditions contained on our website. All reports are provided in PDF and PowerPoint formats. yStats.com may contact you in the future about receiving our free newsletter or other mailing. If you do not wish to be contacted, please advise us accordingly. Your contact information will not be sold or shared with other organizations.

\* Please be advised that when purchasing a report, you have the option to choose between a Single User License (allowing one single user access to the report), a Site License (allowing up to 10 users in a particular geographic location access to the report), or a Global Site License (allowing up to 10 users of a company worldwide to access the report). Please choose the license that suits your needs best. Failure to comply with our Terms and Conditions with respect to appropriate license usage may result in legal action.



# TERMS AND CONDITIONS

yStats.com GmbH & Co. KG provides its services exclusively to contracting partners and users of its website according to Sec. 14 German Civil Code (You) subject to the following Terms and Conditions. By visiting our website, shopping at the online store provided by yStats.com, or placing an order offline for any of our products, subscriptions and services, you acknowledge that you are bound by the following Terms and Conditions, which are, unless explicitly agreed upon otherwise in writing, the entirety of the „Contract“, as defined in 1.1, between yStats.com GmbH & Co. KG and you. Terms and Conditions are subject to change at any time without prior notice, based on the discretion of yStats.com GmbH & Co. KG, the most current of which are readily available on our website.

We herewith contradict any terms and conditions of purchase by our customers which will not become part of the Contract.

## 1. SCOPE

1.1 The following terms and conditions apply to our entire contract (the „Contract“) between yStats.com GmbH & Co. KG (hereinafter also referred to as „we“ or „us“) with our customers regarding (i) the purchase of our reports both on- and offline, (ii) custom research services, (iii) full access subscriptions, and (iv) any other contracts between us and our customers executed with reference to these terms and conditions (any reports and other services and products which we may make available to the customer under a Contract hereinafter the „products“).

1.2 Agreements contrary to these terms and conditions require our express written confirmation. Deviations between these terms and conditions and the contents of the Order Form will be accepted if and only if expressly agreed upon by both our customer(s) and us in writing, limited to the case of custom research orders, at which point the contents of the Order Form shall prevail.

## 2. REPORT AND FULL-ACCESS SUBSCRIPTION OFFERS & ORDERS

2.1 With respect to the purchase of our Market Reports, purchase can be made either online or offline.

2.2 Our homepage contains information about pricing, acceptable payment methods and product brochures. To purchase a Market Report directly from our online shop, simply click „Add to Cart“, then „Proceed to Checkout“, where registration and payment details can be entered. As soon as payment is processed successfully, you will receive an Invoice via email and the Report will be available online for download.

2.3 To purchase a Market Report offline (not via the online shop) simply print the Report Order Form from the appropriate online brochure or by clicking on the Fax Order button on our webpage. Simply fill out the Report Order Form, have a duly authorized representative sign the Report Order Form and then submit the Report Order Form to us via facsimile or email with PDF-attachment. Upon receipt of a completed Report Order Form, you will obtain an Invoice detailing the product ordered, price, and date of payment. Upon successful processing of payment, access and log-in details will be forwarded to the purchaser within two (2) business days.

2.4 If you order our product „Market Reports“, you gain access to the ordered report as identified in the Report Order Form and you may use that report in accordance with Section 5.2 below and the other provisions of the Contract.

2.5 To purchase one of our Full Access Subscriptions, please contact us through the appropriate forum on our website, located under the Full Access tab on our homepage. Once we receive an inquiry, we will forward an Order Form to be filled out and signed by a duly authorized representative. Once this Order Form has been completed and signed, please send the Order Form via facsimile or email with PDF-attachment. Upon receipt of the completed Order Form, we will send an invoice detailing price of the „Full Access Subscription“ and payment method options. Upon successful processing of payment, access and log-in details will be forwarded to the purchaser within two (2) business days. The provision of this information constitutes the acceptance should you not have been provided with a separate acceptance in writing.

2.6 If you order one of our „Full Access Subscriptions“, you gain access to all reports within the scope of your chosen subscription (excluding all custom research services) currently available on our website during the subscription timeframe as identified in the „Order Form“ as of the date of the execution of the Contract, and you may use the reports pursuant to your chosen license option, in accordance with Section 5 (below) and the other provisions of the Contract.

## 3. CUSTOM RESEARCH OFFERS & ORDERS

3.1 Unless expressly agreed upon otherwise in writing, the contents of our offers may not be made available in whole or in part to any third party outside your organization.

3.2 With respect to research services, upon inquiry, we submit an offer to you in the form of a „Research Order Form“ as a PDF, accompanied with a proposal stating the nature of the issue to be researched, the services to be rendered, the time required for the study, structure of payments (if any) and the total fee due. You accept this offer by completing the Research Order Form, having a duly authorized representative sign the Research Order Form and then submitting the Research Order Form to us via facsimile or email with PDF-attachment.

## 4. TERMS OF PAYMENT

4.1 All prices for offline orders are to be derived exclusively from the Order Form and/or the documents referenced therein. All prices for orders placed via the online shop are those which are displayed on our website.

4.2 All prices are net and without transportation costs, if applicable. Value Added Tax, if applicable, at the statutory rate shall be added to all fees payable hereunder.

4.3 For all services that go beyond the scope as agreed under the Order Form, a reasonable additional fee for these services shall be discussed and agreed upon with the customer before commencement of any work and will be itemized on the final Invoice (if applicable) sent to the customer.

4.4 We will send our Invoice to you upon execution of the Contract, unless agreed otherwise in the Order Form. In the event that you order our product „Full Access Subscription“, we will send our Invoice for the first contract year upon execution of the Contract. Any Invoice(s) for any subsequent contract year(s), will be sent to you upon commencement of each contract year.

4.5 All payments shall be due and payable immediately upon the date set forth in the Invoice, without any deductions. Products will not be dispatched and services will not commence until successful processing of payment, excluding the case of custom research orders, in which structured payment terms will be outlined on the Order Form.

4.6 All customer's rights of retention or set-off are hereby excluded to the extent that they are not based on the same contractual relationship. Retentions or set-offs are allowed only if the customer's claim is undisputed, has become unappealable or is ready for decision.

4.7 In the event of a customer's default in payment or other apparent credit unworthiness, all remaining claims against that customer shall become immediately due and payable in full. This only applies if the customer is responsible for the default. We shall be entitled to rescind payment terms previously agreed upon and to demand payment in advance or other appropriate security with respect to pending deliveries. A customer shall be deemed unworthy of credit in particular when he files a petition in bankruptcy or composition proceedings.

## 5. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITIES

5.1 All copyrights and other intellectual property rights in connection with our products and all contents of our website remain with us. All data carriers remain our property. The customer/user may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the products made available by us, in whole or in part, except as expressly permitted under the Contract.

5.2 Upon delivery of the product(s) to you and payment of the agreed fee, you obtain a non-exclusive, non-transferable, perpetual right to use the products provided for your internal purposes or any additional purposes as contractually agreed upon. Our reports, in part or entirety, may not under any circumstances be used for external purposes without our expressed written permission. Requests are to be submitted to us and will be considered on a case-by-case basis. We retain the right to reject and deny requests. Requests that are accepted may be subject to an additional fee, negotiable between parties on a case-by-case basis.

5.3 We, as well as any original sources contained within our product, must expressly be named as the author of any data the customer processes further as contractually negotiated. Furthermore, we maintain the right to conduct a formal review of any final product(s) which contain data cited from our market reports. We formally require ten (10) business days prior to external publication or sharing of any product(s) that derive data from our market reports. We maintain the right to review and discuss citation formalities at any point in time.

5.4 For Market Report purchases, in the event that the parties agree on a „Single User License“ under the Order

Form, this means that only one (1) individually named user of an organization shall be entitled to access the report(s). In the event that the parties agree on a „Site License“ under the Order Form, this means that up to ten (10) users within a given geographical location (as specified in the Order Form) of an organization shall be entitled to access the report. In the event that the parties agree on a „Global Site License“, this means that up to ten (10) worldwide users of an organization shall be entitled to access the report. In both cases, the term „organization“ refers to your specific company only and excludes any third parties, including affiliates.

5.5 For Full Access Subscription purchases, in the event that the parties agree on a „10-Seat Full Access License“ under the Order Form, this means that up to ten (10) worldwide users of an organization shall be granted Full Access to the reports. In the event that the parties agree on a „15-Seat Full Access License“ under the Order Form, this means that up to fifteen (15) worldwide users of an organization shall be granted Full Access to the reports. In the event that the parties agree on a „20-Seat Full Access License“, this means that up to twenty (20) worldwide users of an organization shall be granted Full Access to the reports. In the event that the parties agree on an „Unlimited Seat Full Access License“, this means that an unlimited number of worldwide users of an organization shall be granted Full Access to the reports. In all cases, the term „organization“ refers to your specific company only and excludes any third parties, including affiliates.

5.6 For the specific case of a purchase of an „Unlimited Full Access License“, the following limitations apply:

5.6.1 Our reports may be used for internal purposes, in part or in entirety, limited only as is expressed in this Section 5 of yStats.com GmbH & Co. KG Terms & Conditions.

5.6.2 The sharing of our reports, in part or in entirety, via the upload to/use of a company's intranet network is hereby allowed only with the purchase of an „Unlimited Full Access License“.

5.6.3 No data from our reports may be reproduced or republished in any identical or near identical form in any of a company's final products or content used for external purposes without our expressed written permission.

## 6. TECHNICAL INFORMATION

6.1 We shall provide our products in the following standardized data formats: PowerPoint and PDF. For custom research reports, Excel documents may also be provided, upon request.

6.2 You must ensure that you have the corresponding technical resources to make use of these data. You may not derive any claims in this connection on grounds of breach of obligation.

6.3 Upon successful processing of payment, purchases made via the online shop will be immediately available to download. For all offline purchases, upon successful processing of payment, you will receive the requested product(s) and service(s) in the aforementioned standardized data formats, and all additional data pertaining thereto within two (2) business days.

## 7. DEFECTS AS TO QUALITY

7.1 No claims for defects as to quality are triggered by insignificant discrepancies between our products and services and the warranted quality or fitness for use.

7.2 Likewise, no claims for defects as to quality may be derived from entrepreneurial risks – e.g., with regard to questions of entrepreneurial discretion, an erroneous assessment of the market situation or the failure to recognize a business action's merit.

7.3 Defect-based claims are further excluded in cases of excessive or improper use or in connection with damages caused by extraordinary conditions not reflected in the Order Form. This is also true in cases of subsequent changes made by the customers or third parties unless such changes do not affect the analysis and removal of a given defect.

7.4 Claims for defects as to quality expire within one year from the commencement of the legal statute of limitation. This limitation does not apply to the extent that applicable law stipulates a longer period in cases of intentional or grossly negligent breaches of duty on the part of us, fraudulent concealment of a defect and injuries to life, body and health.

7.5 Claims for damages and the reimbursement of expenditures are further subject to Section 9.

## 8. LEGAL DEFECTS

8.1 We are liable for products and services infringing on third party rights only if and to the extent that our products and services are used in accordance with the agreed contractual requirements.

8.2 Unless agreed otherwise, our liability for the infringement on third-party rights is limited to the territory of the European Union and the European Economic Area as well as the place of its services' proper use as agreed under the applicable Order.

8.3 In the event that a third party asserts claims against the customer, alleging that a service performed by us violates its rights, the customer shall promptly notify us. If a service rendered by us violates third party rights, we shall choose one of the below actions, duly taking into consideration the customer's interests:

- a) procuring for the customer the right to use the service; or
- b) revising the service to render it free of legal violations.

8.4 Upon our request, the Customer shall assist us with the defense against third party claims according to this section 8, with each of the Parties bearing the costs of the use of its own personnel and counsel.

8.5 Claims the Customer may hold for legal defects expire in accordance with Section 7.4.

8.6 Claims for damages and the reimbursement of expenditures are further subject to Section 9.

## 9. LIABILITY

9.1 In cases of intentional misconduct and gross negligence, we are fully liable pursuant to applicable law.

9.2 Besides Section 9.1, we are not liable for any damages, especially but not limited to any incidental, special, punitive or consequential damages, loss of profits or loss of data. This limitation does not apply to any claims for damages due to damage to life, body or health in cases of simple negligence and – subject to the limitations set forth hereinafter – due to damage caused by a breach of a material contractual obligation. Material contractual obligations are obligations that (i) you reasonably relied upon at execution of the applicable Order Form and (ii) was of critical significance to the outcome of performance.

9.3 In case of a negligent breach of a material contractual obligation our liability for damages – except for damage to life, body or health – is limited to typical and at the time of the formation of this Contract foreseeable damage.

9.4 The aforementioned limitations do also apply to our liability for fault by our bodies, employees and vicarious agents as well as our bodies', employees' and vicarious agents' personal liability.

9.5 Our liability for damages under warranties (Beschaffenheitsgarantien) is limited to instances in which the warranty expressly includes such liability.

9.6 Claims for the reimbursement of expenditures and other liability claims asserted by the Customer against us are subject to sections 9.1 through 9.5.

## 10. CONFIDENTIALITY

10.1 The Parties shall hold in strict confidence for a period of 10 years of the formation of this Contract regarding all data and information materials of which they gain knowledge as part of a Contract, be it orally, in writing or otherwise, directly or indirectly, provided that such data or information materials are designated confidential or must be considered confidential based on their nature, and shall use them exclusively as part of the services covered by the relevant Order. This duty of confidentiality excludes data and information materials that:

- a) were already known or accessible to any third party at the time of disclosure;
- b) which is lawfully disclosed to you by a third party that is not subject to a confidentiality obligation regarding this data or information;
- c) must be disclosed by order of and to a government agency or another competent third party; and
- d) must be disclosed to legal or tax advisors of the contractual customer in question for consulting purposes.

In the cases of Sections b) and c) above, the parties shall (i) promptly inform each other about a given request and prior to disclosing confidential information, and (ii) limit the disclosure of confidential information to the minimum required.

10.2 We may use your company name and logo as a reference so long as no contractual details are divulged.

## 11. JURISDICTION, GOVERNING LAW, MISCELLANEOUS

11.1 In Contracts with merchants, legal persons under public law, or special assets (Sondervermögen) under public law, the place of payment is Hamburg, Germany.

11.2 In Contracts with merchants, legal persons under public law, or special assets (Sondervermögen) under public law, all disputes arising from or in connection with any Contract between the Parties shall exclusively be resolved through the courts of Hamburg. Governing law is German law under exclusion of the CISG.