

Contractual Choice of Governing Law and Statutes of Limitations

The law you choose to govern your contract may not be the law that governs the applicable statute of limitations for claims arising under or related to that contract, writes **Glenn West** in Weil, Gotshal & Manges' blog, Global Private Equity Watch.

“Standard choice of law clauses do not in fact choose all of the law of the chosen state; many unknowingly only choose some of that law and that part of the chosen law may only apply to claims in contract but not in tort,” he **writes**.

The bottom line, West says, is that “unless your choice of law clause specifically states that the statutes of limitations applicable to claims arising under or related to the contract are also governed by the contractually chosen law, the statutes of limitations applicable to the claims governed by the chosen law will be the applicable statutes of limitations of the forum state where the claim is made.”

Read the article.