

**2016 Delaware Code**  
**Title 6 - Commerce and Trade**  
**CHAPTER 27. CONTRACTS**  
**Subchapter I General Provisions**  
**§ 2708. Choice of law.**

**Universal Citation:** [6 DE Code § 2708 \(2016\)](#)

(a) The parties to any contract, agreement or other undertaking, contingent or otherwise, may agree in writing that the contract, agreement or other undertaking shall be governed by or construed under the laws of this State, without regard to principles of conflict of laws, or that the laws of this State shall govern, in whole or in part, any or all of their rights, remedies, liabilities, powers and duties if the parties, either as provided by law or in the manner specified in such writing are:

- (1) Subject to the jurisdiction of the courts of, or arbitration in, Delaware; and
- (2) May be served with legal process.

The foregoing shall conclusively be presumed to be a significant, material and reasonable relationship with this State and shall be enforced whether or not there are other relationships with this State.

(b) Any person may maintain an action in a court of competent jurisdiction in this State where the action or proceeding arises out of or relates to any contract, agreement or other undertaking for which a choice of Delaware law has been made in whole or in part and which contains the provision permitted by subsection (a) of this section.

(c) This section shall not apply to any contract, agreement or other undertaking:

- (1) To the extent provided to the contrary in § 1-301(c) of this title; or
- (2) Involving less than \$100,000.

(d) In the event that any provision hereof shall be held to be invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. Any provision hereof which is held to be invalid or unenforceable only in part or degree or under specific facts, shall remain in full force and effect to the extent, and with respect to facts in connection with which, it has not been held to be invalid or unenforceable.

(e) This section shall not limit any jurisdiction otherwise existing in a court sitting in the State and shall not affect the validity of any other choice of law provisions in any contract, agreement or other undertaking.