

§ 1G-3. Choice of North Carolina law in business contracts.

(a) Choice of Law. – The parties to a business contract may agree in the business contract that North Carolina law shall govern their rights and duties in whole or in part, whether or not any of the following statements are true:

- (1) The parties, the business contract, or the transaction that is the subject of the business contract bear a reasonable relation to this State.
- (2) A provision of the business contract is contrary to the fundamental policy of the jurisdiction whose law would apply in the absence of the parties' choice of North Carolina law.

(b) Controlling Law. – To the extent this section conflicts with G.S. 25-1-301(c), G.S. 25-1-301(c) controls. (2017-123, s. 1.)