

## **Illinois**

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- **Contract (written)** - 10 years, 735 Ill. Comp. Stat. Ann. 5/13-206
- **Contract (oral)** - 5 years, 735 Ill. Comp. Stat. Ann. 5/13-205.
- **Sale of goods (written or oral)** - 4 years. May be reduced to a period of not less than one year by agreement but cannot be extended. 735 Ill. Comp. Stat. Ann. 5/2-725(1)

### **Computation of time**

For the sale of goods, the cause of action accrues at the time of the breach, “regardless of the aggrieved party’s lack of knowledge of the breach.” 810 Ill. Comp. Stat. Ann. 5/2-725(2).

### **Cases Interpreting Statute of Limitations**

A breach of contract claim accrues when the breach occurs. *Hassebrock v. Ceja Corp.*, 2015 Ill App (5th) 140037, ¶ 35.

To determine which statute of limitations applies to a contract for goods and services, courts analyze whether the “predominant purpose” of the contract is to provide goods or services. *Tivoli Enter. v. Brunswick Bowling & Billiards Corp.*, 269 Ill. App. 3d 638, 646–47 (1995).

Credit card account held subject to the five year limitation period of 735 ILCS 5/13-205. *Portfolio Acquisitions, LLC v. Feltman*, 391 Ill.App.3d 642, 330 Ill.Dec. 854, 909 N.E.2d 876 (2009).

### **Borrowing Statute - 735 Ill. Comp. Stat. Ann. 5/13-210.**

When a cause of action has arisen in a state or territory out of this State, or in a foreign country, and, by the laws thereof, an action thereon cannot be maintained by reason of the lapse of time, an action thereon shall not be maintained in this State.

### **Cases Interpreting the Borrowing Statute**

The borrowing statute “applies where (1) the cause of action accrued in another jurisdiction; (2) the limitations period of that jurisdiction has expired; and (3) all parties were non-Illinois residents at the time the action accrued and remained so until the foreign limitations period expired.” *Newell Co. v. Petersen*, 325 Ill. App. 3d 661, 669 (Ill. App. Ct. 2d Dist. 2001).

### **Cases Interpreting Choice of Law Provisions in Contracts**

Although Illinois will generally apply the contracted choice of law, it imports only substantive law. Statutes of limitations are deemed procedural and are not imported. *Wells Fargo Bank Minn., NA v. Envirobusiness, Inc.*, 2014 IL App (1st) 132714-U (Ill. App. Ct. 1st Dist. 2015); *Belleville Toyota v. Toyota Motor Sales, U.S.A.*, 770 N.E.2d 177, 194 (Ill. 2002).

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