

Choose between one of the following remedies:

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Article 3:296 DCC



Specific performance of the contractual obligation

Step 1

Assess the nature of the breach of contract and notify the debtor



- ✓ The obligation is due and has not been performed.
- ✓ Performance is not temporarily or permanently impossible.
- ✓ Breach can be either attributable to debtor or not attributable.

- ! **Action:** object to debtor regarding the fault in the performance within a reasonable period of time after discovering the fault or after the fault should reasonably have been discovered.
- ! **Action:** Check the contract for special provisions on performance (i.e. exemptions for performance or an extension clause).

Step 2

Demand specific performance of the breached contract



- ✓ ! **Action 1:** demand specific performance of the breached contract in writing to debtor.

Possibly: provide incentive for the party in breach to comply with its contractual obligations by suspending counterperformance "opschorting", i.e. payment.

Does the debtor perform its contractual obligation?

YES

NO

- ! **Action 2:** request a court order to enforce specific performance of the contract.

Possibly: Subject to a periodic penalty payment "dwangsom".

YES

