Articles 6:265 & 6:271 DCC



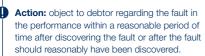


Step 1

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



- The obligation is due and has not been performed.
- Breach is either attributable to debtor or not attributable, but sufficiently serious to justify termination.



Action: Check the contract for special provisions on termination (i.e. termination clause).

Step 2

Determine whether a notice of default is necessary



Permanently impossible?

Action: declare debtor in default by

Final notice exception

for performance "ingebrekestelling";

final, written notice with additional period

NO

Notice of default is required.



Notice of default is not required.



Terminate breached

Step 3

contract Does the debtor comply with the request



YES 🙎 to reverse obligations already performed?



Action 2: request the court to rule that the contract has been terminated and that already performed obligations must be reversed.

Action 1: terminate the contract in whole

and request the reversal of obligations

already performed, such as payment.

or in part by written notification to debtor

