Title:
V.1.2 - Time of performance

Content:
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A party must perform its obligations:

i) if a time is fixed by or determinable from the contract, at that time;

ii) if a period of time is fixed by or determinable from the contract, at any time within that period unless circumstances indicate that the other party is to choose a time;

iii) in any other case, within a reasonable time after the conclusion of the contract.

Commentary:

1 The Principle makes it clear that the time of performance is governed first and foremost, by the Principle of party autonomy. The agreement of the parties can be express or implied in which case it must be determined by application of the general Principles of contract interpretation. The agreement may relate to a fixed time of performance ("on June 1", "on the last day of next month") or to a period of time ("within the next three months"). In the first case, the debtor must perform at the time fixed, there is no room for taking into account special circumstances. In the second scenario, the rule is more flexible for the very reasons that the parties have agreed not on a precise moment but on a period of time. That flexibility works in both directions, though. On the one hand, the debtor may perform at any time within that period. On the other hand, circumstances may dictate that the other party is to choose a time.

2 Absent an express or implied agreement by the parties, the time of performance is determined under the general Principle of reasonableness.