

209. – If a time certain is fixed for the act to be done by the creditor, tender is required only if the creditor does the act in due time.

(c/p old text 357; c/p G. 296).

210. – If the debtor is bound to perform his part only upon counter-performance by the creditor, the creditor is in default if, though prepared to accept the performance tendered, he does not offer the required counter-performance.

(G. 298).

211. – A creditor is not in default if the debtor is not in a position to effect the performance at the time of tender, or, in the case provided by Section 209, at the time fixed for the act of the creditor.

(G. 297).

212. – If the time of performance is not fixed, or if the debtor is entitled to perform before the fixed time, the creditor is not in default by reason of the fact that he is temporarily prevented from accepting the tendered performance, unless the debtor has given him notice of this intended performance a reasonable time beforehand.

(G. 299).

209. – If a time certain is fixed for the act to be done by the creditor, tender is required only if the creditor does the act in due time.

(c/p old text 357; c/p G. 296).

210. – If the debtor is bound to perform his part only upon counter-performance by the creditor, the creditor is in default if, though prepared to accept the performance tendered, he does not offer the required counter-performance.

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