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The implied duty of a service provider to warn about a risk of construction defects resulting from a contract with a third party, with emphasis on defects resulting from design failures: A case study on the precontractual and contractual duty to warn in English, German and Dutch law and in the Draft Common Frame of Reference

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ACKNOWLEDGMENTS.....	9
Chapter 1. Introduction.....	11
1.1. Subject, aim, research questions and structure of the book.....	11
1.2. Scope of the book.....	16
1.2.1. Designer’s duty to warn.....	17
1.2.2. Subcontractor’s duty to warn.....	17
1.2.3. Client’s duty to warn or inform.....	18
1.2.4. Public procurement.....	19
1.3. Terminology.....	20
1.3.1. Duties to warn.....	20
1.3.2. Client.....	22
1.3.3. Builder.....	23
1.3.4. Designer.....	23
1.3.5. Service provider and professional party.....	23
1.3.6. Risk.....	23
1.4. Party autonomy versus solidarity.....	24
1.5. Some arguments for and against the duty to warn.....	25
1.6. Place of the research in the development of European contract law.....	27
1.7. Methodology.....	29
Chapter 2. Emergence, source and scope of the duty to warn – in general.....	33
2.1. English law.....	33
2.1.1. Contractual duty to warn.....	33
2.1.2. Precontractual duty to warn.....	45
2.2. German law.....	47
2.2.1. Contractual duty to warn.....	47
2.2.2. Precontractual duty to warn.....	57
2.3. Dutch law.....	59
2.3.1. Contractual duty to warn.....	59
2.3.2. Precontractual duty to warn.....	65
2.4. Comparison.....	68
Chapter 3. The builder’s duty to warn the client.....	72
3.1. English law.....	72
3.1.1. Contractual duty to warn.....	72
3.1.2. Precontractual duty to warn.....	77
3.2. German law.....	78
3.2.1. Contractual duty to warn.....	78

3.2.2. Precontractual duty to warn.....	94
3.3. Dutch law.....	96
3.3.1. Contractual duty to warn.....	96
3.3.2. Precontractual duty to warn.....	113
3.4. Comparison.....	116
Chapter 4. The designer's duty to warn the client.	122
4.1. English law.....	123
4.1.1. Contractual duty to warn.....	123
4.1.2. Precontractual duty to warn.....	126
4.2. German law.....	126
4.2.1. Contractual duty to warn.....	126
4.2.2. Precontractual duty to warn.....	131
4.3. Dutch law.....	132
4.3.1. Contractual duty to warn.....	132
4.3.2. Precontractual duty to warn.....	136
4.4. Comparison.....	136
Chapter 5. The odd case of the sub-contractor's duty to warn.	139
5.1. English law.....	141
5.1.1. Contractual duty to warn the builder.....	141
5.1.2. Precontractual duty to warn the builder.....	145
5.1.3. Duty to warn the client.....	145
5.2. German law.....	149
5.2.1. Contractual duty to warn the builder.....	149
5.2.2. Precontractual duty to warn the builder.....	149
5.2.3. Duty to warn the client.....	149
5.3. Dutch law.....	151
5.3.1. Contractual duty to warn the builder.....	151
5.3.2. Precontractual duty to warn.....	154
5.3.3. Duty to warn the client.....	155
5.4. Comparison.....	156
Chapter 6. Requirements for an effective warning.	159
6.1. English law.....	159
6.1.1. What constitutes a proper warning?.....	159
6.1.2. Does a sole warning suffice?.....	161
6.2. German law.....	163
6.2.1. What constitutes a proper warning?.....	163
6.2.2. Does a sole warning suffice?.....	167
6.3. Dutch law.....	169

6.3.1. What constitutes a proper warning?	169
6.3.2. Does a sole warning suffice?.....	172
6.4. Comparison.....	173
Chapter 7. Duty to warn breached: liability and its scope.....	177
7.1. Causality.....	177
7.1.1. English law.....	179
7.1.2. German law.....	181
7.1.3. Dutch law.....	185
7.2. Sole liability, solidary liability, or apportionment of liability?	190
7.2.1. English law.....	190
7.2.2. German law.....	192
7.2.3. Dutch law.....	193
7.3. Contributory negligence as a defence.....	195
7.3.1. English law.....	196
7.3.2. German law.....	198
7.3.3. Dutch law.....	202
7.4. Comparison.....	205
Chapter 8. Draft Common Frame of Reference and the Duty to Warn.....	209
8.1. Introduction.....	209
8.2. Overview of the general provisions of the DCFR applicable to the duty to warn.....	212
8.3. The general duty to warn of service providers.....	214
8.3.1. Contractual obligation of the service provider to warn.....	214
8.3.2. Pre-contractual duties to warn.....	219
8.4. The builder's and the sub-contractor's duty to warn.....	223
8.5. The designer's duty to warn.....	225
8.6. Requirements for an effective warning.....	226
8.6.1. What constitutes a proper warning?	226
8.6.2. Does a sole warning suffice?.....	227
8.7. Duty to warn breached: liability and its scope.....	228
8.7.1. Causality.....	228
8.7.2. Sole liability, solidary liability or apportionment of liability?	229
8.7.3. Contributory negligence as a defence.....	230
9. The DCFR and the three national systems compared. Concluding remarks.....	232
9.1. The DCFR and the three national systems compared.....	232
9.1.1. The builder's duty to warn.....	232
9.1.2. The designer's duty to warn.....	235
9.1.3. The sub-contractor's duty to warn.....	235
9.1.4. Requirements for an effective warning.....	237

9.1.5. Liability.....	238
9.2. Concluding remarks.....	239
10. Samenvatting. (vertaling van het hoofdstuk 9.2.).....	247
Bibliography	256
List of cases	268