

# **EUROFORGE**

## **Legal working group**

Legal status in EU countries

Late Payment

National law	Principle	Exception	Debtor is a public entity	In practice
<b>Czech Republic law</b>  <i>Text: Act 89/2012 coll. of the Civil Code – Section 1963 § 1 and 2</i>	30 days from - the date the debtor receive the invoice or - the date of the goods' receipt, the later of these two dates	<u>Agreement between the parties:</u>  Normally 60 days but may be more if not grossly unfair to the creditor (notably depending on the nature of the goods, good commercial practice, good faith and fair dealing, objective reasons)		
<b>French law</b>  <i>Text : art. L 441-6, I § 8 et 9 Commercial Code</i>	30 days as from the date of receipt of the goods	<u>Agreement between the parties:</u>  1 / not more than 60 days from the date of invoice 2 / may also be 45 days end of month from the date of invoice if such period is expressly agreed upon and does not constitute a manifest abuse against the creditor	- State, publ. administ. instit° : 30 days - Territorial collectivity, local public institution: 30 days - Public health establishment: 50 days - other public institution: 60 days  as from the invoice, or delivery /receipt if subsequent	In business relationships, on average, the payment is late of 13,6 days from the date on which the payment was due (Q2 2015)
<b>German law</b>  <i>Text: sect. 271 a and 308 n° 1a, 1b Civil Code(BGB)</i>	30 days after receipt of the consideration or, if the debtor receives an invoice or equivalent payment statement after receipt of the consideration of more than 30 days upon the receipt of such invoice or payment statement	<u>Standard Business Terms:</u> Supplier of the terms has to prove he has particular reason to ask a longer payment time; general reasons are not acceptable; longer payment time is generally invalid  <u>Individually negotiated agreement:</u> more than 60 days is effective if explicitly agreed and not grossly unfair	30 days	

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<b>Italian law</b>  <i>Text: November 2012</i>	30 or 60 days maximum	<u>Agreement concluded before 16/3/13:</u> more than 60 days is possible if explicitly agreed upon		Big customers with old open supply contracts do not care about the 60 days term and go well beyond that (up to 120-150 days)
<b>Polish Law</b>				Standard payment deadline is up to 30-45 days
<b>Spanish Law</b>  <i>Text: Royal Decree 4/2013 22/02/2013 as amended by Law 3/2004 29/12/2014</i>	30 days As from the date of receipt of the good	<u>Agreement between the parties:</u> 1/ not more than 60 days 2/ but Spanish also states that any other agreement will be null and void only if unfair at the expenses of the creditor 3/ several invoices grouped in a month, the medium date is applied to all these invoices		
<b>Sweden law</b>  <i>Text: Interest Act (1975: 635)</i>	30 days from the creditor (the party who want to be paid, referred to below as supplier) made its demand, for example by bill	<u>Deviation expressly authorized by the creditor:</u> deadline for payment begins to run from when the customer has received the claim (not the date of invoice). Authorization cannot derives only from trading usage	30 days	
<b>UK law</b>	30 days from the reception of the invoice or of the delivery of the good (if this is later)	<u>Agreement between the parties:</u> No longer than 60 days unless the agreed longer period is fair to both parties	30 days	30 days from end of the month of delivery is often contested; many OEM or Tier1s are demanding 63 to 65 days from the end of the month of delivery