

National law	Principle	Exception	Debtor is a public entity	In practice
<p><u>Czech Republic law</u></p> <p><i>Text:</i> Act 89/2012 coll. of the Civil Code – Section 1963 §1 and 2</p>	<p>30 days from</p> <ul style="list-style-type: none"> - the date the debtor receive the invoice or - the date of the goods' receipt, <p>the later of these two dates</p>	<p><u>Agreement between the parties:</u></p> <p>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)</p>		
<p><u>French law</u></p> <p><i>Text :</i> art. L 441-6, I § 8 et 9 Commercial Code</p>	<p>30 days as from the date of receipt of the goods</p>	<p><u>Agreement between the parties:</u></p> <p>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 3 / 45 days from the date of issue of the invoice for summary invoice</p>	<ul style="list-style-type: none"> - the State and its public establishments which do not carry out economic activities of an industrial or commercial nature° : 30 days - Territorial collectivities, local public authorities: 30 days - Public health establishments: 50 days - other public authorities: 60 days <p>as from the invoice, or delivery /receipt if subsequent</p>	<p>In business relationships, on average, the payment is late of 11,6 days from the date on which the payment was due (Q3 2016)</p>
<p><u>German law</u></p> <p><i>Text:</i> sect. 271 a and 308 n° 1a, 1b Civil Code(BGB)</p>	<p>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</p>	<p><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</p>	<p>30 days</p>	
			<p>30 days</p>	

<p><u>Hungarian Law</u></p> <p><i>Text: Act V of 2013 Section 6 : 130 of the Civil Code</i></p>	<p>30 days</p> <ul style="list-style-type: none"> - of receipt of the creditor's request for payment or of the invoice or - after the creditor's contractual performance <ul style="list-style-type: none"> o if the request for payment or the invoice is received before said performance o where the date of receipt of the request for payment or invoice cannot be clearly determined o where the debtor is required to make payment before the time of receipt of the request for payment or invoice 	<p>Any contract term that is deemed contrary to good faith and fair dealing and as such regarded as unilaterally and unjustifiably unfair to the creditor may be contested by the creditor alleging to find such clause as unfair.</p> <p>And where the period fixed in the contract for payment of a monetary claim exceeds sixty days, unless proved otherwise it shall be deemed contrary to good faith and fair dealing and shall be regarded as unilaterally and unjustifiably unfair to the creditor.</p>	<ul style="list-style-type: none"> - of receipt of the creditor's request for payment or of the invoice or - after the creditor's contractual performance <ul style="list-style-type: none"> o if the request for payment or the invoice is received before said performance o where the date of receipt of the request for payment or invoice cannot be clearly determined o where the debtor is required to make payment before the time of receipt of the request for payment or invoice <p>In the case of a contract concluded by a contracting authority with a party other than a contracting authority, the payment due date fixed in the contract may exceed the above time limits only if the parties agreed to allow deferred payment provided that</p> <ul style="list-style-type: none"> - this is in fact justified on account of the nature of the contract, - the payment due date must not exceed sixty days - the payment due date fixed in the contract shall be null and void in respect of the part exceeding the sixty day time limit. <p>In the case of a contract concluded by a contracting authority with a party other than a contracting authority, where a deadline does not exceed sixty days and it is deemed contrary to good faith and fair dealing and as such regarded as unilaterally and unjustifiably unfair to the creditor, it may be contested by the creditor alleging to find such clause as unfair.</p>	

<p><u>Italian law</u></p> <p><i>Text: art. 4 of Legislative Decree no. 231 dated October 9, 2002 (as lastly modified by Legislative Decree no. 192 dated November, 9 2012 and Law no. 161 dated October 30, 2014)</i></p>	<p>(i) 30 days following the date of receipt by the debtor of the invoice or an equivalent request for payment; or (ii) if the date of the receipt of the invoice or the equivalent request for payment is uncertain, 30 days after the date of receipt of the goods or services; or (iii) if the debtor receives the invoice or the equivalent request for payment earlier than the goods or the services, 30 days after the receipt of the goods or services; or (iv) if a procedure of acceptance or verification, by which the conformity of the goods or services with the contract is to be ascertained, is provided for by statute or in the contract and if the debtor receives the invoice or the equivalent request for payment earlier or on the date on which such acceptance or verification takes place, 30 days after this latter date</p>	<p><u>Agreement between the parties:</u> the parties to the contract are allowed to define - in writing - a period longer than 30 days, provided that a period exceeding 60 days is allowed only if it is not grossly unfair to the creditor</p>	<p>- if the debtor is the Administration/Government: 30 days (according to the general principle), but, in connection with the nature and/or the features of the contract, the parties to the contract are allowed to define – in writing – a different period that cannot be longer than 60 days - if the debtor is a public enterprise or a healthcare public institution: 60 days</p>	<p>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)</p>
<p><u>Polish law</u></p>				<p>Standard payment deadline is up to 30-45 days</p>
<p><u>Spanish Law</u></p>				<p>It is not customary in</p>

<p><i>Text:</i> Law 3/2004 29/12/2004 as amended by Law 15/2010 dated July 5</p>	<p>30 days As from the date of receipt of the good even if invoice is sent in advance</p>	<p><u>Agreement between the parties:</u> 1/ not more than 60 days 2/ but Spanish law 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</p>	<p>30 days</p>	<p>Spain to challenge agreements for later payment before the courts of justice when there is a common interest in commercial relationship to prevail</p>
<p><u>Sweden law</u></p> <p><i>Text:</i> Interest Act (1975: 635)</p>	<p>30 days from the creditor (the party who want to be paid, referred to below as supplier) made its demand, for example by bill</p>	<p><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</p>	<p>30 days</p>	
<p><u>Turkish Law</u></p> <p><i>Text:</i> Commercial code F, Section 1350, § 1-8</p>	<p>60 days from the receipt of the invoice or of the goods</p>	<p><u>Separate agreement is NOT possible if</u></p> <ul style="list-style-type: none"> - Creditor is a small and medium scale enterprise (SME, turnover < 25M €) and debtor is a large enterprise (turnover >25M€) - Creditor is a SME in agricultural (including animal) sector 	<p>60 days</p>	<p>Law, basically, is protecting SMEs against large companies. Between SMEs or between large companies, separate agreements are possible. In practice payment term is round 120-150 days between SMEs and 60 days between large enterprises.</p>
<p><u>UK law</u></p>	<p>30 days</p>	<p><u>Agreement between the parties:</u></p>	<p>30 days</p>	<p>30 days from end</p>

	<p>from the reception of the invoice or of the delivery of the good (if this is later)</p>	<p>No longer than 60 days unless the agreed longer period is fair to both parties</p>		<p>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</p>
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