



A New Rules Environment for Payment Terms

How CPOs, Treasurers, and CFOs can navigate the 2026 European
Regulatory Landscape

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INTRODUCTION

A New Rules Environment for Payment Terms

Payment terms have always been at the core of any B2B commercial negotiation. They sit at the intersection of procurement, supply chain management, and treasury.

A well-structured payment terms optimization program, supported by the latest market intelligence and with an option to offer Supplier Financing, also called Supply Chain Finance, is one of the most powerful working capital levers available to any enterprise when looking at their vendor terms.

In 2026, the environment around that negotiation is changing. Governments across Europe are enacting legislation that regulates payment terms, targets late payment, and mandates digital transparency. These changes are real, and they deserve serious attention from CPOs, Treasurers, and CFOs operating across multiple jurisdictions.

But this report argues that the conventional reading of this regulatory wave is wrong. The narrative that extended payment terms and Supply Chain Finance (SCF) are under threat, that buyers are losing leverage, and that the era of payment terms negotiation is drawing to a close misreads both the legislation and the opportunity.

Most of these regulations target one specific problem of the current system: late payment, meaning the failure to pay within agreed terms. They do not target, and in many cases explicitly preserve, the commercial freedom to negotiate extended terms, provided those terms are formal, transparent, and backed industry benchmarks.

For the procurement category managers who benchmark payment terms with precision, negotiate from a position of market data, and in some cases back extended terms with a well-structured SCF program, the regulatory environment of 2026 is not a headwind. It is a tailwind. Transparency rewards the prepared.

Calculus Inc., 2026



Regulatory structure creates frameworks within which informed negotiators operate with confidence. And the companies that treat payment terms as a strategic financial lever rather than an afterthought will emerge from it with materially stronger working capital positions.

This report maps the global regulatory landscape, for some key countries in Europe such as Belgium, France, Switzerland, and the United Kingdom, and translates it into strategic guidance for working capital professionals who need to act on it.

Countries covered in this report:

- 01 Belgium**
- 02 Switzerland**
- 03 Netherlands**
- 04 United Kingdom**
- 05 France**
- 06 Germany**
- 07 Denmark**
- 08 Spain**



SECTION 01

The Most Important Distinction in Global Payment Policy

Before examining any specific legislation, one distinction must be established clearly, because its confusion distorts almost every narrative on this topic.

LATE PAYMENT

Paying after the agreed contractual due date.

This is what regulators are targeting. It is a breach of contract, a cash flow risk for suppliers, and a systemic financial problem. Late payment regulations, with some times introducing late interest rate fees are designed to eliminate this specific failure.

LONG PAYMENT TERMS

Formally negotiated, commercially agreed payment terms (e.g. 60 days)

This is a legitimate working capital tool. When backed by market benchmark data and/or finance programs that give suppliers access to early payment at fair cost, long payment terms can be mutually beneficial.

These two concepts are fundamentally different, and conflating them is a consequential analytical error in the current conversations about payment term regulation. A company with Net 90 terms that pays on day 88 is doing something entirely different from a company with Net 30 terms that pays on day 75. The second is what most regulators are attacking. The first is sophisticated treasury management.

THE STRATEGIC LENS

The question for CPOs and Treasurers in 2026 is not how to comply with tighter payment windows. It is how to use the new regulatory transparency to negotiate better terms, structure stronger SCF programs, and identify where working capital is being left on the table. The answer requires benchmarks, AI, and data, not a defensive posture.



COUNTRY 01

Belgium

In Belgium, there is a new shift from flexibility to enforcement. As of 2026, Belgium has one of the most prescriptive payment frameworks in the European Union, combining strict statutory caps with a mandatory digital infrastructure that leaves no room for payment delays.

For a procurement professional, managing Belgian spend requires a shift from aggressive term-pushing to supply chain synchronization.

Historical Context

Belgium's path to the current 2026 state was driven by a legislative target to eliminate long and late payment terms that plagued its SME-heavy economy.

- **Pre-2022.** The *Law of 2 August 2002* set a 30-day default but allowed parties to negotiate longer terms. It was common for large buyers to demand 90 or 120 days.
- **2022–2025.** The *Law of 14 August 2021* introduced a 60-day absolute cap. Initially targeted at protectively shielding SMEs, it quickly became the market standard as Belgian courts began striking down longer terms in *all* B2B contracts as unfair.
- **2026:** The Mandatory B2B e-Invoicing Law (effective Jan 1, 2026) requires all domestic transactions now flow through the Peppol network, giving the government and the participants a digital timestamp of exactly when the payment clock started.



— DETAILED ANALYSIS

The 2026 Belgian landscape creates a sharp divide between local B2B trade and international trade flexibility.

Domestic Trade

- **60-Day Rule.** Unlike the UK, where verification can sometimes be a separate phase, Belgian law is explicit: The 60-day maximum must include the verification period. Any contract that for example specifies "Net 60 + 30 days for inspection" is legally void. If a contract is found void, the payment term automatically defaults back to 30 days by law.
- **E-Invoicing.** As of 2026, all domestic B2B invoices must be **structured e-invoices**. If your procurement system cannot receive these via Peppol. This makes IT compliance a prerequisite for payment term negotiation.
- **Late Interest:** The current 2026 rate is **10.15%** (ECB Refinancing Rate + 8%). This is an automatic penalty; the supplier does not need to send a reminder for it to begin accruing.

Cross-Border Trade

- **Belgian Imports.** When a Belgian entity buys from a supplier outside the EU (e.g., USA, China), the strict 60-day cap is typically not enforced. This is to allow Belgian firms to utilize standard international trade credit.
- **Belgian Exports.** When the Supplier is in Belgium and the Buyer is outside outside the EU, the legal landscape shifts to a contractual autonomy model, but with important Belgian-anchor rules you must respect. In short, the primary factor for this scenario is whether the contract is governed by Belgian Law. If your contract specifies that Belgian Law applies (which is common when the seller has higher bargaining power or uses their own General Terms and Conditions), the 60-day absolute cap on payment terms remains in effect. Even if the buyer is in New York or Tokyo, a contract governed by Belgian law that specifies "Net 90" is legally void. It will automatically revert to 30 days. If the contract is governed by the laws of the buyer's country (e.g., New York State Law or Singapore Law), the Belgian 60-day cap typically does not apply. You are free to negotiate 90, or 120, as long as they are legal in the buyer's jurisdiction.
- **Intra-EU Trade:** For trade within the EEA, while the Belgian 60-day rule is the domestic standard, EU-wide regulations (the *Late Payment Regulation*) allow for some flexibility in complex industrial contracts, though the trend is aggressively moving toward a universal 60-day EU-wide standard, if it is expressly agreed upon in the contract.



— DETAILED ANALYSIS

Special Exceptions & Nuances

As a buyer, you can still find strategic breathing room within the law:

- **Public Healthcare.** Belgian hospitals and healthcare entities maintain a 60-day processing period due to the specific nature of government reimbursements.
- **Product Acceptance Testing.** For high-tech machinery, you can still use a milestone payment structure. While the final 60-day clock is fixed, you can define the trigger event as the successful completion of a Product Acceptance Testing., effectively extending the time you hold cash during the testing phase.
- **Self-Billing.** In 2026, many Belgian buyers are moving to self-billing (Evaluated Receipt Settlement). You generate the invoice on behalf of the supplier upon receiving the goods. This gives you total control over the clock start date while ensuring 100% compliance with the 60-day limit.

Recommendation

- **Negotiate on Net 60.** Offer a preferred vendor status to suppliers who use the Peppol network correctly. Because e-invoicing reduces your AP team's manual work, you can afford to be a reliable 60-day payer.
- **Standardize the clock start.** Ensure all Belgian contracts state: ***"The payment term commences only upon receipt of a valid e-invoice via the Peppol network."*** This protects you if a supplier sends a paper invoice or an incorrect digital format.



COUNTRY 02

Switzerland

Switzerland remains liberal for procurement when it comes to payment terms. Unlike the UK, EU, or Belgium, Switzerland does not impose a mandatory statutory cap on B2B payment terms. Instead, it relies on the principle of Freedom of Contract under the Swiss Code of Obligations.

For a procurement professional in 2026, Switzerland offers a lot of room for strategic negotiation, but it also demands the highest level of contractual clarity because the safety nets found in neighboring countries do not exist here.

While most of the rest of Europe moved toward rigid 30/60-day laws, Switzerland has kept its neutral, liberal framework, focusing on defect notification rather than payment caps.

— DETAILED ANALYSIS

The Swiss distinction is less about "law" and more about currency and banking infrastructure.

- **No Statutory Cap.** You can legally negotiate Net 90 or even Net 120, provided both parties agree.
- There is no difference between domestic and cross-border transactions.
- If the contract is silent, Art. 75 of the Swiss Code of Obligations says the debt is due immediately. Procurement must ensure every contract explicitly defines a payment term to avoid this default.
- As of Jan 1, 2026, the law now provides a clear 60-day window to notify a supplier of defects.
- **Negotiation Leverage.** Because Swiss interest rates (CHF) are typically lower than the Eurozone or the UK, Swiss buyers can often negotiate longer terms by offering to pay in CHF, which reduces the supplier's inflation risk.
- **Late Payments.** While terms are flexible, being late is strictly penalized with a minimum interest rate of 5% per annum (Art. 104 CO). Interest is not always automatic; usually, a "Mahnung" (formal reminder) is required to put the debtor in default unless a specific expiry date was set in the contract.

COUNTRY 03

Netherlands

In the Netherlands, the 2026 landscape is defined by the "Wet bestrijding van onredelijk lange betaaltermijnen" (Law against Unreasonably Long Payment Terms), which reached an important enforcement phase in recent years.

The most critical distinction in Dutch law is the classification of the parties. If your company qualifies as a large enterprise (meeting 2 of 3: >€40m turnover, >€20m balance sheet, or >250 employees), you cannot negotiate terms longer than 30 days with an SME or a self-employed contractor. If you sign a contract for 60 days, that clause is automatically considered void. The term then reverts back to 30 days by law.

If both your company and the supplier are "Large Enterprises," the 30-day cap does not apply. You can negotiate up to 60 days. You can only exceed 60 days if you can prove it is not manifestly unfair.



— DETAILED ANALYSIS

Domestic Trade

- Under Dutch law, the maximum payment terms for a domestic B2B transaction between a buyer and supplier in the Netherlands depend on the size of the participating companies. Large companies are legally prohibited from agreeing to payment terms longer than 30 days when purchasing from small and medium-sized enterprises (SMEs) or self-employed professionals.
- In transactions where both parties are of comparable size (e.g., SME to SME or Large to Large), the rules offer slightly more flexibility. If no payment term is specified in the contract, a default statutory term of 30 days applies. However, parties may expressly agree on a payment term of up to 60 days. It is also possible to agree on a term longer than 60 days only if it is explicitly stated in the contract and can be demonstrated that the longer period is not grossly unfair.

Cross-Border

- **Dutch Imports.** Dutch large companies buying from foreign SMEs are still governed by Dutch law. If you are a Dutch firm buying from a small vendor in Poland or Italy, you are still legally required to pay them within 30 days. This is a massive benefit for international vendors dealing with the Netherlands.
- **Dutch Exports.** When the buyer is located outside the EU and the supplier is in the Netherlands, the maximum payment terms depend on which national law governs the contract. Parties have the freedom to explicitly choose which law governs their agreement. If Dutch law governs the contract (either by choice or by default), the same restrictions used for domestic transactions apply. If the parties explicitly agree that the law of a non-EU country (e.g., the United States or Singapore) governs the contract, the specific Dutch restrictions—including the 30-day cap for SMEs—generally do not apply.
- **EU to EU.** When both the buyer and the supplier are based within the European Union, the choice of law remains the primary factor. However, if no specific law is chosen in the contract, the Rome I Regulation dictates that the law of the country where the supplier is based (the Netherlands) applies by default.



COUNTRY 04

United Kingdom

To understand where we are in 2026, we must look at the three distinct eras of UK payment culture. Before the *Reporting on Payment Practices and Performance Regulations 2017*, payment terms were treated as a standard commercial negotiation. Large buyers frequently pushed for 90 or 120-day terms.

The UK introduced mandatory reporting for large companies (those meeting two of the following: £36m+ turnover, £18m+ balance sheet, or 250+ employees). This forced procurement teams to publicly disclose their average time to pay. However, there were no hard caps.

Following the *Statutory Review of the Payment Practices Regulations* in late 2024, the UK moved the integration of payment performance directly into the Procurement Act 2023 and the Fair Payment Code.



— DETAILED ANALYSIS

The most significant change in 2026 is the closing of the grossly unfair loophole. Previously, a buyer could argue that 90 days was fair due to the nature of the industry.

In B2B transactions where the supplier is an SME, payment terms cannot exceed 60 days unless it is expressly agreed upon and is not grossly unfair to the supplier. Grossly unfair is now being interpreted by the Small Business Commissioner (SBC) as almost *any* term over 60 days that isn't justified by a specific, high-value custom manufacturing process.

Domestic

Under the upcoming legislative reforms (expected no earlier than 2027), the UK is introducing a hard 60-day cap on payment terms for domestic trade. However, this cap does not apply to international trade arrangements.

Cross-Border

- **Imports to the UK.** Contracts for the import of goods or services are specifically exempt from the mandatory 60-day payment cap. This exemption is designed to preserve the international competitiveness of UK businesses and ensure that cross-border trade arrangements are not adversely affected by domestic restrictions.
- **Exports from the UK.** The rules for a UK supplier exporting to a non-EU buyer vary significantly based on the governing law chosen in the contract. Under English law, similar to imports, contracts for the export of goods or services are exempt from the proposed mandatory 60-day cap.

Even if English law is chosen, the *Late Payment of Commercial Debts (Interest) Act 1998* (which mandates statutory interest and sets default terms) may not apply to international contracts if there is **no significant connection** between the contract and the UK. Factors for a "significant connection" include the UK being the place of performance, the nationality of at least one party, or where relevant parts of the business are carried out in the UK. If no significant connection exists, a UK supplier might lose the right to claim the statutory interest (8% above base rate) unless it is explicitly written into the contract.

If the contract is governed by a foreign law (e.g., New York or Singapore law), UK-specific payment term limits and interest rates generally do not apply.



— DETAILED ANALYSIS

Cross-Border

- **EU Trade.** Transactions for the import or export of goods and services are specifically exempt from the 60-day hard cap. This allows UK businesses to negotiate longer terms when dealing with EU partners to remain competitive. For the UK *Late Payment of Commercial Debts (Interest) Act 1998* to apply (granting 8% above base rate interest), the contract must have a "significant connection" to the UK, such as the UK being the place of performance. If no such connection exists, statutory interest may not be claimable unless explicitly written into the contract.

If the law of an EU member state governs the contract, local mandatory caps may apply even in cross-border trade with the UK. For example, if Dutch law applies, a large UK buyer must pay a Dutch SME supplier within 30 days. Any contractual agreement to the contrary is considered null and void under Dutch law. When looking at France, for exports to a non-EU destination like the UK, French law allows a derogation of up to 90 days from the invoice date (compared to the domestic 60-day limit).

A proposed EU-wide regulation currently under review aims to eventually mandate a 30-day payment term for all B2B transactions across the bloc, though this has not yet been finalized as of mid-2026.



Specialized Exceptions

Procurement professionals can still exercise significant freedom in specific areas:

- **Large-to-Large Trade.** The 60-day cap is designed for asymmetric power (big buyer vs. small supplier). If you are negotiating with a fellow multinational, the law assumes both parties have equal sophisticated legal counsel. You can still negotiate longer terms here, provided they are commercially justified.
- **Complex Acceptance Testing.** For complex machinery or software, you can contractually define the receipt of invoice to only begin after a formal Acceptance Testing Period (e.g., 30 days of testing + 30 days to pay). This effectively gives you a 60-day window while staying within a 30-day payment window.
- **Advance Payment Offsets:** If you pay a deposit upfront, you are often exempt from standard term caps on the balance payment, as you have already mitigated the supplier's risk.
- **Consignment Stock:** In retail or manufacturing, payment terms often only trigger when the stock is consumed or sold, rather than when it is delivered.

Late Payments vs Long Terms

Understanding the legal and financial difference between these two is where procurement teams find their optimization zone.

Long terms (e.g., Net 45 or Net 60) are a contractual agreement. They are a predictable component of your Cash Conversion Cycle (CCC). As long as these are within the 60-day threshold and documented in your Agreement, you are in full compliance.

A late payment is an operational failure. It occurs when you pay after the agreed Net 45/60 date. Under 2026 laws, late payments trigger Statutory Interest of 8% + Bank of England Base Rate. If the base rate is 4%, you are effectively paying 12% interest on that debt.

COUNTRY 05

France

France is widely considered one of Europe's most actively enforced payment terms regimes. In addition, as of May 2026, the country is in the final stage of its massive e-invoicing transition, which will make payment transparency near-instantaneous for tax authorities and suppliers alike. In France, the narrative is not just about legal caps; it is increasingly about transparency, compliance, and fiscal digitalization.

Historical Context

France has moved from a culture of slow-rolling payments to a high-penalty, high-transparency regime.

- **Before 2026.** The LME Law (2008) introduced the 60-day payment limit, establishing one of Europe's strictest commercial payment frameworks.
- **After 2026.** The ongoing e-invoicing rollout and strengthened enforcement environment provide authorities with greater visibility into payment practices and compliance.

— DETAILED ANALYSIS

Domestic Trade

Commercial payment terms are governed by Articles L441-10 through L441-16 of the French Commercial Code. The standard maximum payment term is **60 calendar days from the invoice date** or **45 days end-of-month**, provided the calculation method is expressly agreed between the parties and does not constitute an abuse of the creditor's rights.

Cross-Border Trade

- **Import.** If you buy from a US or Asian supplier, you don't use e-invoicing, but cross-border contracts generally follow the 60-day rule if the contract is governed by French law. However, for international supply chains with significant transit, 90 days can sometimes be justified if the "service" is considered to be rendered outside of France.
- **Export.** If the contract is not governed by French law, the mandatory payment ceilings typically do not apply, although a degree of legal ambiguity remains regarding their enforcement in French courts.

Under French law, the payment terms for a transaction between a French supplier and a buyer located outside the European Union depend primarily on the nature of the goods and the governing law of the contract. For purchases of goods intended to be delivered as such outside the EU, the agreed payment term may not exceed 90 days from the date of issue of the invoice.



— DETAILED ANALYSIS

Cross-Border Trade

- **EU Trade.** For commercial transactions between a French entity and an EU-based counterpart, the applicable payment terms are defined by the French Commercial Code, which transposes and extends the requirements of the EU Late Payment Directive.

If the contract is governed by the law of the supplier's home country (another EU Member State), the parties may be freed from the French 60-day cap. Instead, the rules of that Member State apply, which may allow for terms exceeding 60 days if expressly agreed and not grossly unfair.

French Supplier dealing with an EU Buyer: French exporters can grant foreign customers terms longer than 60 days, allowing French traders to grant terms similar to those of international competitors.

Specialized Exceptions

France has specific exceptions where the 60-day rule is overridden by stricter laws.

- **Perishable Goods:** For food products and livestock, the limit is a strict **30 days**.
- **Transport/Logistics:** Payment for transport services must be made within **30 days** of the invoice date.
- **Seasonal Products:** Certain sectors (like toys or sporting goods) can have derogations for longer terms during the "low season," but these are strictly defined by professional agreements.

Late Payments

Being a late payer in France can be costly. Interest is set at the ECB refinancing rate + 10 points. In addition, the DGCCRF (French competition authority) can levy fines of up to €2 million per legal entity for payment terms violations, increasing to €4 million for repeat offenses. France also operates a public "name and shame" enforcement mechanism, under which sanctions may be publicly disclosed, creating significant reputational risk for non-compliant companies.

COUNTRY 06

Germany

Unlike the flexible culture of the past, the current German system uses more strict statutory benchmarks to ensure that payment terms are not just fair, but operationalized through technology.

For a procurement professional, navigating Germany in 2026 is about mastering the BGB (Civil Code) to turn compliance into a competitive advantage.

Historical Context

Germany has moved from a freedom of contract model toward a presumptive fairness model, where the burden of proof for long terms rests heavily on the buyer.

- **Pre-2025.** Terms of 90 days were common. Penalties were rarely automatic and required formal dunning.
- **2026.** Currently, 30 days is the default and with 60 days being the soft cap.

— DETAILED ANALYSIS

Domestic Trade

For domestic trades within Germany agreements exceeding 60 days are generally invalid unless expressly agreed and not grossly unfair to the supplier.

Cross-Border

- **Export.** When a German supplier sells to a buyer outside the EU, the strict domestic regulations (like the 60-day cap) generally do not apply. You have significant freedom to negotiate.
- **Import.** As of 2026, the regulatory framework for a German supplier selling to a non-EU buyer remains a zone of high contractual freedom. Because the buyer is outside the EU, the EU Late Payment Directive and its domestic German implementation generally do not apply. Unlike domestic German trade (which is strictly capped at 60 days), international trade with non-EU entities has no statutory maximum. You are legally free to negotiate Net 90, Net 120, or even milestone-based terms.



— DETAILED ANALYSIS

Cross-Border

- **EU Trade.** For buyers in the EU purchasing from suppliers in Germany, the standard payment term across the EU is 30 days. You can negotiate this up to 60 days, provided it is expressly agreed in the contract. When the Supplier is in the EU (e.g., France, Italy, Poland) and the Buyer is in Germany, you are operating in an environment where German "operational rigor" meets EU "regulatory caps."

For buyers in Germany purchasing from suppliers in the EU, the German buyer cannot apply payment terms longer than 60 days in a contract with an EU supplier unless it is expressly agreed and not grossly unfair.

Specialized Exceptions

Germany allows for flexibility when it comes to payment terms.

- You can negotiate a separate verification period (testing/inspection) of up to 30 days. The payment term only starts *after* this period. This effectively gives you a 90-day window (30 days inspection + 60 days payment) while remaining fully compliant.
- Public authorities are strictly capped at 30 days. If you are a subcontractor for a government project, your prime contractor is legally encouraged to pass these 30-day terms down to you.

Late Payments vs Long Terms

In Germany, the legal consequences for these two states are starkly different. Understanding the line is key to optimizing your cash conversion cycle without the default interest.

Long Payment Terms. *Agreements exceeding 60 days are generally invalid unless expressly agreed and not grossly unfair to the supplier. Negotiated long terms are a valid financing tool. If you have a signed agreement for Net 60, you are safe. Any term beyond 60 days could have a small risk being struck down by a court, reverting your terms automatically to 30 days.*

Late Payments. *This occurs when you exceed the agreed term. In Germany, this is called "Verzug" (Default). The buyer is automatically in default 30 days after receipt of an invoice, even without a reminder. Late interest in 2026 is set at 9 percentage points above the base rate. The buyer also owes a mandatory €40 per invoice for recovery costs, regardless of whether the supplier actually incurred costs.*

COUNTRY 07

Denmark

Denmark has a well-established prompt-payment culture. B2B commercial transactions are primarily governed by the Danish Interest Act (Renteloven), which transposes the EU Late Payment Directive (2011/7/EU).

- **Default Statutory Payment Term:** If no payment term is explicitly stated in a commercial contract, the default payment timeline is 30 calendar days from the receipt of the invoice or the delivery of goods/services.
- **Contractual Extensions:** Parties are legally allowed to negotiate and agree on payment terms longer than 30 days. However, under Danish law, extensions are invalid if they are deemed "unreasonable" or "unfair" to the creditor.

— DETAILED ANALYSIS

Domestic Trade

For domestic trades within Denmark 30 days is the default legal standard if no different payment term is explicitly stated in the contract between the buyer and supplier.

Cross-Border

- **Export.** Dealing with Danish suppliers there is full freedom of contract. Because the buyer is outside the EU, they are not bound by EU maximums. The Danish supplier is free to grant extended terms to remain competitive globally.
- **Import.** Dealing with Danish buying organizations, there is no mandatory maximum limit enforced by Danish law on foreign suppliers. Freedom of contract prevails. The Danish buyer can negotiate extended terms (e.g., 60, 90, or 120 days) if the non-EU supplier agrees, without violating EU or Danish statutory caps.

EU Cross-Border

- **EU Trade.** For trade involving both the supplier and buyer being in the EU and Denmark it is strictly governed by the EU Late Payment Directive (and transposed into the Danish Interest Act).
- **Exceeding 60 Days:** Terms can only exceed 60 days if it is explicitly agreed upon and manifestly fair to both parties. For purchasing involving SME suppliers, it is advised to not exceed 60 days.



Specialized Exceptions

Denmark allows for flexibility when it comes to payment terms.

- **Public.** Public authorities are strictly capped at 30 days. If you are a subcontractor for a government project, your prime contractor is legally encouraged to pass these 30-day terms down to you.
- **SME.** Unlike some of its European neighbors (such as the Netherlands, which enforces a strict 30-day cap for large companies paying SMEs), Denmark has historically not implemented a standalone domestic statute that sets an asymmetric statutory cap solely for SME transactions. Instead, Denmark relies on its strict enforcement of the general B2B "unreasonable and unfair" standard to shield smaller businesses.
- **Perishable Agricultural & Food Products.** Capped at 30 days, but can be extended to 60 days if the supplier's annual turnover exceeds EUR 350 million.
- **Non-Perishable Agricultural & Food Products.** Capped at 60 days. Buyers with an annual revenue of EUR 2 million or less are exempt from these mandatory maximum payment periods.

Late Payments vs Long Terms

In Denmark, the legal consequences for these two states are starkly different. Understanding the line is key to optimizing your cash conversion cycle without the default interest.

Long Payment Terms. *Negotiated long terms are a valid financing tool. If you have a signed agreement with agreed terms between both parties which are not deemed unfair (not market conform), you are safe. Parties are legally allowed to negotiate and agree on payment terms longer than 30 days.*

Late Payments. *If a buyer fails to pay within the agreed timeline or the default 30 days, the creditor is automatically entitled to financial remedies without needing to issue a formal reminder. Interest is calculated daily. The rate is set at the Danish National Bank's official lending rate (updated every January and July) plus 8 percentage points.*

COUNTRY 07

Spain

Spain has developed one of Europe's most comprehensive payment terms compliance frameworks. While the country's statutory payment limit remains aligned with many other EU jurisdictions, Spain has introduced a unique enforcement model that directly links payment behavior to corporate eligibility for public grants and subsidies.

For procurement and finance professionals operating in Spain, payment terms compliance is no longer simply a contractual matter. It has become a governance issue with direct implications for access to public funding, corporate reporting, and regulatory compliance.

Historical Context

Spain's payment terms framework has evolved from a traditional late-payment regime into a broader transparency and accountability model.

- **Pre-2022.** Law 3/2004 established the legal framework for combating late payments in commercial transactions and introduced a maximum payment period of 60 days for B2B trade.
- **2022-2025.** The Crea y Crece Act (Law 18/2022) strengthened enforcement mechanisms, expanded digitalization requirements, and connected payment terms compliance directly to eligibility for public grants and subsidies.
- **2026.** Spain continues the rollout of its mandatory B2B electronic invoicing framework, increasing visibility into commercial transactions and reinforcing payment transparency across supply chains.

— DETAILED ANALYSIS

Domestic Trade

Under Law 3/2004, the maximum payment period for commercial transactions is generally limited to **60 calendar days**.

Unlike jurisdictions that primarily rely on late-payment interest or administrative penalties, Spain incorporates payment terms compliance into broader corporate governance requirements.

One of the most significant developments is the interaction between payment terms legislation and public funding. Companies seeking certain public grants or subsidies must demonstrate compliance with statutory payment obligations, creating an additional incentive for timely payment practices.



— DETAILED ANALYSIS

Cross-Border Trade

- **Import.** When a Spanish company purchases goods or services from a foreign supplier, certain domestic e-invoicing requirements may not apply. However, payment practices remain visible within the company's accounting records. Because compliance can affect access to public funding, Spanish organizations typically maintain strict controls over accounts payable regardless of supplier location.
- **Export.** Spanish suppliers selling to foreign customers generally operate within a more flexible contractual environment, particularly when the buyer is located outside Spain. Nevertheless, companies continue to operate within an increasingly transparent regulatory environment driven by e-invoicing initiatives and enhanced oversight.
- **Public Funding Considerations.** A unique feature of the Spanish framework is the connection between payment practices and public funding eligibility. Under Spain's General Subsidies Law, companies applying for certain public grants above established thresholds may be required to demonstrate compliance with statutory payment periods. For larger organizations, this verification may require certification by an independent registered auditor.

Specialized Exceptions

- **Public Grants & Subsidies:** For companies seeking public funding, payment terms compliance has become a strategic consideration. Failure to comply with statutory payment requirements may impact eligibility for certain grants and subsidy programs.
- **Digital Transparency:** The ongoing implementation of mandatory B2B e-invoicing is expected to significantly increase visibility into commercial transactions, making payment practices easier to monitor and audit.

Late Payments vs Long Terms

In Spain, the legal distinction between long payment terms and late payments is increasingly important due to the country's evolving compliance framework.

Long Payment Terms. *Payment terms of up to 60 days remain a legitimate and compliant working capital tool when formally agreed between the parties.*

Late Payments. *The greater risk arises when invoices are settled beyond the legal payment period. Spain has strengthened enforcement through increased transparency and audit requirements, with payment behavior now potentially affecting eligibility for certain public grants and subsidies.*



STRATEGIC IMPLICATIONS

Why 2026 is the right Time to negotiate

Reviewing the regulatory landscape across some EU countries, UK, and Switzerland as a constraint on payment terms strategy would be the wrong response to the evidence reviewed in this report. The right response is to recognize that the environment is creating conditions under which informed, data-driven buyers with well-structured term optimization initiatives, including SCG are more advantaged. Here is why.

Transparency Rewards the Benchmarked Negotiator

The single most important effect of the regulatory changes across this region, whether CSRD G1-6 disclosure in the EU, new payment terms regulations in the UK, or e-invoicing audit trails across multiple jurisdictions, is the creation of market transparency around payment behavior. In an opaque market, every buyer negotiates from assumptions. In a transparent market, every buyer negotiates from data.

The category manager who knows what payment terms peers are achieving in European manufacturing, in UK retail, in Swiss agriculture, holds a negotiating advantage that did not exist a few years ago. The transparency being driven by regulation is accelerating the normalization of payment terms benchmarking. Companies that invest in that intelligence and act on it will gain working capital positions that less data-driven competitors cannot match.



WORKING CAPITAL INTELLIGENCE

About Calculum

Calculum is a Data-as-a-Service (DaaS) company that helps organizations benchmark themselves against peers, analyze supplier performance, optimize spending, and negotiate better terms.

Headquartered in Miami, the company empowers procurement teams to unlock free cash flow, mitigate supply chain disruptions for corporations, and strengthen relationships with trading partners.

Leveraging machine learning and predictive analytics, Calculum's mission is to revolutionize payment term negotiation, supplier risk assessment, working capital optimization, and Supply Chain Finance.

Our Data empowering your Organization

 USD 3.3 trillion Global Spend Volume Analyzed	 7.5 million Suppliers analyzed in 90 Industries	 8-11% Working Capital Opportunity for every dollar spent analyzed
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WORKING CAPITAL INTELLIGENCE

How can Calculum help procurement shift the negotiation game

Over the past few years, **Calculum** has worked closely with several industry-leading companies, helping them with their focused approach to cash leadership.

Leveraging AI and data analytics, Calculum's Ada platform helps clients ensure the maximization of shareholder value and gain competitive advantage by optimizing and negotiating better payment terms with their suppliers.

The **Ada Platform** identifies and improves 8–12% in working capital for every dollar spend analyzed.

Contact us

We are ready to provide you with insights on payment terms that will help improve your working capital structure and performance.

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Ready to bring data-driven precision to your payment term negotiations?

calculum.ai