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2009 - 2014

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*Committee on Legal Affairs*

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**2009/0054(COD)**

25.3.2010

## **OPINION**

of the Committee on Legal Affairs

for the Committee on the Internal Market and Consumer Protection

on the proposal for a directive of the European Parliament and of the Council  
on combating late payment in commercial transactions (recast)  
(COM(2009)0126 – C7-0044/2009 – 2009/0054(COD))

Rapporteur (\*): Raffaele Baldassarre

(\*) Associated committee – Rule 50 of the Rules of Procedure

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## SHORT JUSTIFICATION

### *Background*

The Commission's new proposal, in the form of a recast, was published on 8 April 2009, together with an impact assessment<sup>1</sup>. It was officially received by Parliament on 14 September 2009 and is being dealt with under the ordinary legislative procedure.

According to the Commission's impact assessment, public administrations in a number of Member States have displayed so far "particular bad payment behaviour"<sup>2</sup>. With public procurement by Member States amounting in 2006 to just over 1 943 billion euro<sup>3</sup>, the Commission proposes to tackle this trend by making a central distinction between debtor businesses, against whom the directive provides optional remedies, and debtor public authorities, against whom increased and automatic remedies are generated which can be relied on by creditor businesses.

Following an agreement between the Committee on Legal Affairs and the Committee on Internal Market and Consumer Protection, the former will be exclusively responsible under Rule 50 of the Rules of Procedure for Articles 6, 8 and 9 and Recitals 4, 12, 18, 19, 20 and 22 of the proposal.

Your rapporteur supports the main thrust of the proposal and intends the opinion of the Committee on Legal Affairs to constructively feed into the work of the lead committee. He considers that the proposal, with some fine-tuning and innovations as proposed in this draft opinion, to be essential for the effective functioning of the internal market and to have the potential to contribute significantly to the necessary shift to a culture of prompt payment which he would like to see in the Member States.

### *Position of the rapporteur on Articles 6, 8 and 9.*

Amendments 3 and 10 comprise several aspects which are explained in turn. First of all, it seeks to clarify that certain commercial practices related to, but not strictly forming part of the contract, should also be unenforceable and give rise to a claim for damages. Secondly, the Late Payment Directive refers to "agreements" and the proposal to "contractual clauses", but the word "term" would seem more appropriate here and consistent with the rest of the *acquis* and the Draft Common Frame of Reference (II. -9:401-410, hereinafter the DCFR). Thirdly, this amendment aims to ensure that the revised Late Payment Directive is consistent with the DCFR which itself seeks consistency between the meaning of "unfair" in relation to unfair terms relating to late payment (III. -3:711) and unfair terms generally in contracts between businesses (II. -9:405). Fourthly, this amendment clarifies that terms relating to payment periods are also covered by this provision. Finally, this amendment seeks to present in a clearer and more systematic manner the different criteria which a national judge must take into account when deciding whether a term or commercial practice is unfair.

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<sup>1</sup> COM(2009)0126, SEC(2009) 315, SEC(2009) 316. The Impact Assessment Board's comments are available at [http://ec.europa.eu/governance/impact/ia\\_carried\\_out/cia\\_2009\\_en.htm#entr](http://ec.europa.eu/governance/impact/ia_carried_out/cia_2009_en.htm#entr).

<sup>2</sup> Explanatory memorandum, p.4 and recital 17 of the proposal. For some statistics per Member State, see impact assessment at pp. 60-61 and 68-71.

<sup>3</sup> Impact assessment at p.68.

Your rapporteur takes a favourable approach to the proposal which creates a "black list" of contract terms in its Article 6(1) second indent. However, he considers that it is important to include in this list a term which purports to exclude any compensation for recovery costs, as this would send a clear message to economic operators that excluding the right to compensation for recovery costs, a right which the proposal seeks to strengthen, is an unfair term which cannot be enforced against creditors and which can give rise to a claim for damages (see [Amendments 1 and 11](#)).

Your rapporteur considers that the Commission's proposal concerning the important provision on redress by representative organisations lacks clarity and legal certainty. He proposes a partial return to the wording of the Late Payment Directive whilst supporting a widening beyond organisations representing SMEs, for example to organisations representing a particular industrial sector. He also proposes to clarify that actions by such representative organisations are not contingent on the existence of standard terms and conditions but can also cover, for example, an alleged breach of the directive by a term in an individual contract (see [Amendment 12](#)).

Given that the proposal is a recast, Article 8 of the proposal ("Retention of title") which was left untouched by the Commission is similarly unamended, despite the importance of this issue for Parliament in the negotiations leading up to the adoption of the Late Payment Directive.

Your rapporteur considers that the amendment of the Late Payment Directive should not affect the rules governing forced execution procedures, which should remain subject to national law. This principle is already laid out clearly in the Late Payment Directive and the case-law of the Court of Justice of the European Union<sup>1</sup>. At the same time, he is of the opinion that further efforts must be made to reduce the time-period within which an enforceable title can be obtained and to facilitate the means by which this can take place (see [Amendments 5 and 13](#)). Your rapporteur examined a possible interlinking of the Late Payment Directive with the European Payment Order Procedure<sup>2</sup>, and would be keen to pursue this line of thinking with colleagues in the committee. However, at this stage, he considers that the reduced material and geographical scope of the latter instrument make such an interlinking difficult (see [Amendment 14](#), which is therefore purely technical). He considers it important to link any progress made in the revision of the Late Payment Directive to ongoing work on the EU e-Justice portal in order to ensure the widest possible dissemination and use of the former instrument (see [Amendment 5](#)).

Your rapporteur recognises the fact that a confrontational approach to late payment is insufficient in itself in order to bring about the desired cultural shift in payment behaviour, given that creditors are often reluctant to avail themselves of their rights under the Late Payment Directive, for example to charge interest, for fear of damaging a continuing commercial relationship. A complementary preventive approach is therefore suggested, involving on the one hand the drawing up and dissemination of codes of good conduct, and on the other hand recourse to mediation (see [Amendments 4 and 15](#)).

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<sup>1</sup> See, for example, the judgment in case C-265/07 *Caffaro* ECR [2008] I-45 on 11 September 2008.

<sup>2</sup> Regulation (EC) 1896/2006 of the European Parliament and the Council of 12 December 2006 creating a European order for payment procedure, OJ L 399, 30.12.2006, p. 1.

### *Position of the rapporteur on Article 5.*

Finally, Amendment 9 seeks to deal with Article 5 from a legal perspective. Article 5(5) is deleted as it is perceived as a disproportionate and punitive measure which is contrary to Union law. Furthermore, the amendment upholds the principle that payment periods in business-to-business transactions should not be harmonised, as this would be contrary to the principles of proportionality, subsidiarity and party autonomy, and would radically reduce the possibility for SMEs to obtain trade credit.

## **AMENDMENTS**

The Committee on Legal Affairs calls on the Committee on Internal Market and Consumer Protection, as the committee responsible, to accept without a vote those of its amendments which fall within the exclusive competence of the associated committee, under the procedure with associated committees (Rule 50):

### **Amendment 1**

#### **Proposal for a directive Recital 12**

##### *Text proposed by the Commission*

(12) Late payment constitutes a breach of contract which has been made financially attractive to debtors in most Member States by low or no interest rates charged on late payments and/or slow procedures for redress. A decisive shift, ***including making the exclusion of the right to charge interest an unfair contractual clause and providing for a compensation of creditors for the costs incurred,*** is necessary to reverse this trend and to ensure that the consequences of late payments are such as to discourage late payment.

##### *Amendment*

(12) Late payment constitutes a breach of contract which has been made financially attractive to debtors in most Member States by low or no interest rates charged on late payments and/or slow procedures for redress. A decisive shift ***to a culture of prompt payment*** is necessary to reverse this trend and to ensure that the consequences of late payments are such as to discourage late payment. ***This shift should include providing for the compensation of creditors for the costs incurred, and making the exclusion of the right to charge interest and the right to compensation for recovery costs unfair contractual terms and unfair commercial practices.***

##### *Justification*

*It is necessary to send a clear message to economic operators that excluding the right to compensation for recovery costs, a right which the proposal seeks to strengthen, is an unfair term which cannot be enforced against creditors and which can give rise to a claim for*

damages.

## Amendment 2

### Proposal for a directive

#### Recital 17

##### *Text proposed by the Commission*

(17) Late payment is particularly regrettable if it occurs despite the debtor's solvency. Surveys show that public authorities often pay invoices very late after expiration of the applicable payment period. Public authorities may face lighter financing constraints because they may benefit from more secure, predictable and continuous revenue streams than private undertakings. At the same time, they depend less than private undertakings on building stable commercial relationships for the achievement of their aims. Consequently, public authorities may have less incentive to pay on time. In addition, many public authorities can obtain financing at more attractive conditions than private undertakings. Therefore, late payment by public authorities not only leads to unjustified costs for private undertakings, but to inefficiency in general. ***It is therefore appropriate to introduce correspondingly higher dissuasive compensation in case of late payment by public authorities.***

##### *Amendment*

(17) Late payment is particularly regrettable if it occurs despite the debtor's solvency. Surveys show that public authorities often pay invoices very late after expiration of the applicable payment period. Public authorities may face lighter financing constraints because they may benefit from more secure, predictable and continuous revenue streams than private undertakings. At the same time, they depend less than private undertakings on building stable commercial relationships for the achievement of their aims. Consequently, public authorities may have less incentive to pay on time. In addition, many public authorities can obtain financing at more attractive conditions than private undertakings. Therefore, late payment by public authorities not only leads to unjustified costs for private undertakings, but to inefficiency in general.

##### *Justification*

*The penalty applicable to public authorities is disproportionate and discriminatory. It creates perverse incentives within the system and opens the door to potential abuse and corruption. The public authorities in their turn, in attempting to cover themselves against the additional cost of such sanctions, would try to set up external bodies that operated as public companies, through which to channel their acquisitions of goods and services. An additional layer of administration, and one potentially unjustifiable from the standpoint of economic efficiency, would be required.*

### Amendment 3

#### Proposal for a directive

##### Recital 18

*Text proposed by the Commission*

(18) This Directive should prohibit abuse of freedom of contract to the disadvantage of the creditor. Where ***an agreement*** mainly serves the purpose of procuring the debtor additional liquidity at the expense of the creditor, for example through the exclusion of the possibility for the creditor to charge interest for late payment or specifying an interest rate for late payment which is substantially lower than the statutory interest provided for in this Directive, or where the main contractor imposes on his suppliers and subcontractors terms of payment which are not justified on the grounds of the terms granted to himself, these may be considered to be factors constituting such an abuse. This Directive should not affect national provisions relating to the way contracts are concluded or regulating the validity of contractual terms which are unfair to the debtor.

*Amendment*

(18) This Directive should prohibit abuse of freedom of contract to the disadvantage of the creditor. Where ***a contract term or practice*** mainly serves the purpose of procuring the debtor additional liquidity at the expense of the creditor, for example through the exclusion of the possibility for the creditor to charge interest for late payment or specifying an interest rate for late payment which is substantially lower than the statutory interest provided for in this Directive, or where the main contractor imposes on his suppliers and subcontractors terms of payment which are not justified on the grounds of the terms granted to himself, these may be considered to be factors constituting such an abuse. ***In accordance with the academic Draft Common Frame of Reference, any contract term or practice grossly deviating from good commercial practice, contrary to good faith and fair dealing should be considered unfair.*** This Directive should not affect national provisions relating to the way contracts are concluded or regulating the validity of contractual terms which are unfair to the debtor.

### Amendment 4

#### Proposal for a directive

##### Recital 21 a (new)

*Text proposed by the Commission*

*Amendment*

***(21a) Directive 2008/52/EC of the European Parliament and of the Council of 21 May 2008 on certain aspects of mediation in civil and commercial matters<sup>1</sup> already sets a framework for***

## **Amendment 5**

### **Proposal for a directive Recital 22**

*Text proposed by the Commission*

(22) It is necessary to ensure that the recovery procedures for unchallenged claims related to late payment in commercial transactions be completed within a short period of time.

*Amendment*

(22) It is necessary to ensure that the recovery procedures for unchallenged claims related to late payment in commercial transactions be completed within a short period of time, ***with the option of pursuing such claims against businesses and public authorities through a widely accessible online procedure, available under the same conditions for all creditors established in the Union, and accessible without delay through the European e-Justice portal as and when it becomes available.***

## **Amendment 6**

### **Proposal for a directive Article 2 – point 8**

*Text proposed by the Commission*

(8) ‘***retention of title***’ means the contractual ***agreement*** according to which the seller retains ***title to*** the goods in question until the price has been paid in full;

*Amendment*

(8) ‘***reservation of ownership***’ means the contractual ***clause*** according to which the seller retains ***ownership of*** the goods in question, ***with ownership not passing from the seller to the buyer*** until the price has been paid in full;

*Justification*

*In order to define the concept of reservation of ownership more clearly, the term ‘retention of title’ has been replaced with ‘reservation of ownership’ because it is the right that is retained and not the title, which is the certificate acknowledging that right.*

## **Amendment 7**



**Proposal for a directive**  
**Article 3 – paragraph 1 – introductory part**

*Text proposed by the Commission*

1. Member States shall ensure that in commercial transactions between undertakings, the creditor is entitled to interest for late payment without the necessity of a reminder if the following conditions are satisfied:

*Amendment*

1. Member States shall ensure that in commercial transactions between undertakings, the creditor is entitled to interest for late payment, ***starting as of right from the day after the due date for payment***, without the necessity of a reminder if the following conditions are satisfied:

*Justification*

*Clearer definition of when the entitlement to interest starts.*

**Amendment 8**

**Proposal for a directive**  
**Article 4 – paragraph 3**

*Text proposed by the Commission*

3. ***Unless the debtor is not responsible*** for the delay, the creditor shall, in addition to the amounts set out in paragraph 1, be entitled to obtain reasonable compensation from the debtor for all remaining recovery costs incurred through the latter's late payment.

*Amendment*

3. ***Except where the debtor is exempted from responsibility*** for the delay, the creditor shall, in addition to the amounts set out in paragraph 1, be entitled to obtain reasonable compensation from the debtor for all remaining recovery costs incurred through the latter's late payment.

*Justification*

*Clearer wording.*

**Amendment 9**

**Proposal for a directive**  
**Article 5**

*Text proposed by the Commission*

Payment by public authorities  
1. Member States shall ensure that, in commercial transactions leading to the

*Amendment*

Payment by public authorities  
1. Member States shall ensure that, in commercial transactions leading to the

delivery of goods or the provision of services for remuneration to public authorities, the creditor is entitled, without the necessity of a reminder, to interest for late payment equal to statutory interest if the following conditions are satisfied:

- (a) the creditor has fulfilled its contractual and legal obligations;
- (b) the creditor has not received the amount due on time, unless the debtor is not responsible for the delay.

2. Where the conditions set out in paragraph 1 are fulfilled, Member States shall ensure the following:

(a) interest for late payment shall become payable from the day following the date or the end of the period for payment fixed in the contract;

(b) if the date or period for payment is not fixed in the contract, interest for late payment shall become payable **automatically within** any of the following time limits:

(i) 30 days following the date of receipt by the debtor of the invoice or an equivalent request for payment;

(ii) 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;

(iii) 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 that date.

3. Member States shall ensure that **the maximum duration of** a procedure of acceptance or verification referred to in paragraph 2(b)(iii) **shall not exceed 30 days, unless otherwise specified and duly justified in the tender documents and the**

delivery of goods or the provision of services for remuneration to public authorities, the creditor is entitled, without the necessity of a reminder, to interest for late payment equal to statutory interest if the following conditions are satisfied:

- (a) the creditor has fulfilled its contractual and legal obligations;
- (b) the creditor has not received the amount due on time, unless the debtor is not responsible for the delay.

2. Where the conditions set out in paragraph 1 are fulfilled, Member States shall ensure the following:

(a) interest for late payment shall become payable from the day following the date or the end of the period for payment fixed in the contract;

(b) if the date or period for payment is not fixed in the contract, interest for late payment shall **automatically** become payable **at the latest upon expiry of** any of the following time limits:

(i) 30 **calendar** days following the date of receipt by the debtor of the invoice or an equivalent request for payment;

(ii) if the debtor receives the invoice or the equivalent request for payment earlier than the goods or the services, 30 **calendar** days after the receipt of the goods or services;

(iii) 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 **calendar** days after that date.

3. Member States shall ensure that a procedure of acceptance or verification referred to in paragraph 2(b)(iii) **is carried out immediately and does not exceed 30 calendar days.**

**contract.**

4. Member States shall ensure that the period for payment fixed in the contract shall not exceed the time limits provided for in paragraph 2(b), unless it is specifically agreed between the debtor and the creditor ***and is duly justified in the light of particular circumstances such as an objective need to schedule payment over a longer period.***

***5. Member States shall ensure that when interest for late payment becomes payable, the creditor is entitled to a lump sum compensation equal to 5% of the amount due. This compensation shall be additional to the interest for late payment.***

6. Member States shall ensure that the applicable reference rate in commercial transactions leading to the delivery of goods or the provision of services for remuneration to public authorities:

(a) for the first semester of the year concerned shall be the rate in force on 1 January of that year;

(b) for the second semester of the year concerned shall be the rate in force on 1 July of that year.

4. Member States shall ensure that:

***(a) the period for payment fixed in the contract shall not exceed the time limits provided in paragraph 2(b), unless it is duly justified in accordance with the principle of necessity and unless it is specifically agreed between the debtor and the creditor. In any event the period for payment shall never exceed 60 calendar days;***

***(b) the date of receipt of the invoice referred to in paragraph 2(b)(i) is not subject to a contractual agreement between debtor and creditor.***

6. Member States shall ensure that the applicable reference rate in commercial transactions leading to the delivery of goods or the provision of services for remuneration to public authorities:

(a) for the first semester of the year concerned shall be the rate in force on 1 January of that year;

(b) for the second semester of the year concerned shall be the rate in force on 1 July of that year.

#### *Justification*

*The compromise amendment tackles some legal aspects of Article 5. Paragraph 5 is deleted as it represents an unjustified and punitive measure which is contrary to Union law. Furthermore, payment periods in business-to-business transactions should not be*

*harmonised, as this would be contrary to the principles of proportionality and subsidiarity, and would radically reduce the possibility of trade credit for SMEs. The option for a supplier to grant a deferral in the time to pay to a customer is a vital competitive tool for SMEs.*

## **Amendment 10**

### **Proposal for a directive**

#### **Article 6 – title and paragraph 1 – subparagraph 1**

*Text proposed by the Commission*

##### ***Grossly unfair contractual clauses***

1. Member States shall provide that a ***clause*** in a contract relating to the date for payment, the rate of interest for late payment or recovery costs shall ***either*** be unenforceable ***or*** shall give rise to a claim for damages if it is ***grossly*** unfair to the creditor. In determining whether a ***clause*** is ***grossly*** unfair to the creditor, all circumstances of the case shall be considered, including good commercial practice ***and*** the nature of the product or the service. ***Account shall also be taken of*** whether the debtor has any objective reason to deviate from the statutory rate of interest or from Article 3(2)(b), Article 4(1) or Article 5(2)(b).

*Amendment*

##### ***Unfair contract terms and practices***

1. Member States shall provide that a ***term*** in a contract ***or a practice*** relating to the date ***or period*** for payment, the rate of interest for late payment or ***compensation for*** recovery costs shall be unenforceable ***and*** shall give rise to a claim for damages if it is unfair to the creditor.

In determining whether a ***term or practice*** is unfair to the creditor, ***within the meaning of subparagraph 1***, all circumstances of the case shall be considered, including:

***(a) any gross deviation from*** good commercial practice, ***contrary to good faith and fair dealing;***

***(b) the nature of the product or the service;***  
***and***

***(c) whether the debtor has any objective reason to deviate from the statutory rate of interest or from Article 3(2)(b), Article 4(1) or Article 5(2)(b).***

*(The deletion of the word "grossly [unfair]", the introduction of the word "term" and the introduction of the word "practice" apply throughout the text.*

*Adopting this amendment will necessitate corresponding changes throughout.)*

### *Justification*

*It is understood that the translation for "term" is "cláusula" in Spanish, "clausola" in Italian and "clause" in French. This is consistent, for example, with Council Directive 93/13/EEC of 5 April 1993 on Unfair Terms in Consumer Contracts.*

## **Amendment 11**

### **Proposal for a directive**

#### **Article 6 – paragraph 1 – subparagraph 2 (becomes a new paragraph)**

##### *Text proposed by the Commission*

For the purpose of the **first subparagraph**, a **clause** which excludes interest for late payment shall always be considered as **grossly** unfair.

##### *Amendment*

**1a.** For the purpose of **paragraph 1**, a **term or a commercial practice** which excludes interest for late payment **or compensation for recovery costs, or both**, shall always be considered as unfair.

### *Justification*

*It is necessary to send a clear message to economic operators that excluding the right to compensation for recovery costs, a right which the proposal seeks to strengthen, is an unfair term which cannot be enforced against creditors and which can give rise to a claim for damages.*

## **Amendment 12**

### **Proposal for a directive**

#### **Article 6 – paragraph 3**

##### *Text proposed by the Commission*

3. The means referred to in paragraph 2 shall include provisions whereby **representative** organisations may take action according to the national law concerned before the courts or before competent administrative bodies on the grounds that **clauses** are **grossly** unfair, so that they can apply appropriate and effective means to prevent their **continued** use.

##### *Amendment*

3. The means referred to in paragraph 2 shall include provisions whereby organisations **officially recognised as, or having a legitimate interest in, representing enterprises** may take action according to the national law concerned before the courts or before competent administrative bodies on the grounds that **terms or commercial practices, including in the case of an individual contract**, are unfair, so that they can apply appropriate and effective means to

prevent their use.

### *Justification*

*This amendment, inspired by the wording of Directive 2000/35, attempts to clarify the concept of "organisations". In contrast to Directive 2000/35 however, it seeks to open up this possibility beyond organisations representing SMEs, for example to organisations in a particular industrial sector.*

*The amendment also clarifies that representative organisations are not prevented from taking action according to the national law concerned by the mere fact that the allegedly unfair terms are included in an individual contract, as opposed to standard terms and conditions.*

## **Amendment 13**

### **Proposal for a directive**

#### **Article 9 – paragraphs 1 and 2**

##### *Text proposed by the Commission*

1. Member States shall ensure that an enforceable title can be obtained, irrespective of the amount of the debt, within 90 calendar days of the lodging of the creditor's action or application at the court or other competent authority, provided that the debt or aspects of the procedure are not disputed.

2. National legislation, regulations *and* administrative provisions shall apply the same conditions for all creditors who are established in the *Community*.

##### *Amendment*

1. Member States shall ensure that an enforceable title can be obtained, ***through an expedited procedure and*** irrespective of the amount of the debt, within 90 calendar days of the lodging of the creditor's action or application at the court or other competent authority, provided that the debt or aspects of the procedure are not disputed. ***This duty shall be carried out by Member States in conformity with their respective national legislation, regulations and administrative provisions. In this respect, creditors shall be given the possibility to have recourse to a widely accessible online procedure.***

2. National legislation, regulations, administrative provisions shall apply ***and the online procedure referred to in paragraph 1 shall be available at*** the same conditions for all creditors who are established in the *Union*.

## Amendment 14

### Proposal for a directive Article 9 – paragraph 4

*Text proposed by the Commission*

4. Paragraphs 1, 2 and 3 shall be without prejudice to the provisions of Regulation (EC) 1986/2006.

*Amendment*

4. Paragraphs 1, 2 and 3 shall be without prejudice to the provisions of Regulation (EC) No 1896/2006 of the European Parliament and the Council of 12 December 2006 creating a European order for payment procedure<sup>1</sup>.

<sup>1</sup> OJ L 399, 30.12.2006, p. 1.

*Justification*

*Correction of a clerical error in the Commission proposal.*

## Amendment 15

### Proposal for a directive Article 9 a (new)

*Text proposed by the Commission*

*Amendment*

#### **Article 9a**

##### ***Mediation and Codes of Good Conduct***

***1. Member States shall promote the adoption of systems to solve conflicts through mediation, involving inter alia the organisations referred to in Article 6(3).***

***2. Member States and the organisations referred to in Article 6(3), with the support of the Commission, shall draw up and disseminate codes of good conduct with appropriate complaints mechanisms, negotiated at national or Union level, and designed to contribute to the proper implementation of this Directive.***

## PROCEDURE

<b>Title</b>	Combating late payment in commercial transactions (recast version)			
<b>References</b>	COM(2009)0126 – C7-0044/2009 – 2009/0054(COD)			
<b>Committee responsible</b>	IMCO			
<b>Opinion by</b> Date announced in plenary	JURI 14.9.2009			
<b>Associated committee(s) - date announced in plenary</b>	17.12.2009			
<b>Rapporteur</b> Date appointed	Raffaele Baldassarre 2.9.2009			
<b>Discussed in committee</b>	3.9.2009	6.10.2009	9.11.2009	28.1.2010
<b>Date adopted</b>	23.3.2010			
<b>Result of final vote</b>	+: -: 0:	24 0 0		
<b>Members present for the final vote</b>	Raffaele Baldassarre, Luigi Berlinguer, Sebastian Valentin Bodu, Françoise Castex, Christian Engström, Marielle Gallo, Lidia Joanna Geringer de Oedenberg, Daniel Hannan, Klaus-Heiner Lehne, Antonio Masip Hidalgo, Alajos Mészáros, Bernhard Rapkay, Evelyn Regner, Francesco Enrico Speroni, Dimitar Stoyanov, Alexandra Thein, Diana Wallis, Rainer Wieland, Cecilia Wikström, Zbigniew Ziobro, Tadeusz Zwiefka			
<b>Substitute(s) present for the final vote</b>	Piotr Borys, Sergio Gaetano Cofferati, Sajjad Karim, Vytautas Landsbergis, Kurt Lechner, Eva Lichtenberger, József Szájer			