

QUESTIONS AND ANSWERS

**EU Unfair Trading  
Practices Directive**

**What non-EU Agri-food  
suppliers need to know**

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QUESTIONS ARISING FROM  
WEBINARS (FEBRUARY 2026)

February 2026



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On 18 February 2026, the AGRINFO programme, the FairTrade Advocacy Office and Oxfam Belgium held two joint webinar sessions to explain the [Directive](#) on Unfair Trading Practices (UTP) in business-to-business relationships in the agricultural and food supply chain of the European Union (EU). These webinars were designed specifically for non-EU suppliers of agri-food products who trade with EU buyers or are considering entering the EU market.

The information below aims to provide further clarification on the questions raised during these webinars. The answers are a non-legally binding interpretation of the legislation in force as of February 2026. They may be subject to change as new legislation is adopted or existing rules are amended. Therefore this information does not have legal value, and should be considered guidance only.

## A. Scope of the UTP Directive

*Q1: Are there some examples of complaints between EU buyers and sellers from a non-EU country (especially in the Global South)?*

The [evaluation report](#) of the UTP Directive published by the European Commission (December 2025) highlights the lack of complaints from non-EU suppliers as an implementation gap. There are very few documented cases of complaints by non-EU suppliers against EU buyers. However, the FTAO was recently informed about a non-EU supplier who submitted a complaint to the Italian authorities which led to the buyer changing its behaviour.

*Q2: Regarding the UTP of delayed payment, is coconut oil with a 6-month shelf life considered a perishable good?*

Perishable goods are agricultural and food products that, by their nature or at the stage of processing, are likely to become unfit for sale within 30 days after harvest, production or processing. Thus, coconut oil with a 6-month shelf life is not considered a perishable good by the UTP Directive.

*Q3: Is there a clear definition of what is meant by 'short-term cancellation'? Is a number of days clearly defined?*

The UTP Directive does not include a strict definition of 'short-term cancellation'. While it will be up to each enforcement authorities in EU countries to assess if a cancellation constitutes an UTP, notice of less than 30 days shall be considered short notice.

*Q4: In the fresh produce industry, the contract between a non-EU supplier and an EU buyer could state that payment only follows the performance of a quality control of the goods when delivered at the buyer premises to ensure their quality. Is such a practice considered as an UTP?*

The UTP Directive sets maximum deadlines for payment — 30 days for perishable agricultural and food products and 60 days for other agri-food products. The Directive does not ban as such the conditioning of the payment to a quality control of the goods provided that the payment period still complies with the above-mentioned limit. Incoterms regulate risk transfer, delivery, and logistics costs.



*Q5: Can the payment period for perishable goods be shortened to less than 30 days in a contract between the supplier and the buyer?*

Yes, both the supplier and the buyer can agree on a payment term shorter than 30 days in a contract. However, such reduced payment period cannot be imposed by one party to the other party.

*Q6: Are the rates charged by shipping companies considered as unfair trading practices? For example, the transport cost for vacuum-packed vanilla is four times higher than that for cocoa or pepper.*

No, the UTP Directive does not cover transport costs, such as rates charged by shipping companies. The Directive aims to protect farmers, farmer organisations and other weaker suppliers of agricultural and food products against stronger buyers, not against other service providers.

*Q7: How can Zambian agricultural exporters using the Lobito Corridor strengthen contractual safeguards with EU buyers to ensure compliance with the UTP Directive, particularly regarding payment terms, last-minute order cancellations, and unilateral contract changes?*

In principle a Zambian agricultural exporter is automatically protected against UTPs imposed by EU buyers. In case where an EU buyers impose any UTP banned by the Directive, a Zambian exporter can file a complaint to the national enforcement authorities of the country where the EU buyer is located.

*Q8: How does the UTP Directive protect Zambian SMEs and smallholder-linked exporters (e.g. honey, horticulture, legumes, and agro-processed products) when negotiating with large EU retailers and importers?*

The UTP Directive protects all suppliers of agricultural and food products – based within and outside the EU – against UTPs imposed by EU buyers. Therefore, Zambian SMEs are protected against all the UTPs listed in the Directive when they sell agricultural and food product to buyers based in the EU.

*Q9: Competition law for agricultural products is not yet developed in my country. Does this prevent me from benefiting from the Directive?*

Exporters selling agricultural and food products to EU buyers can benefit from the protection against the UTPs listed in the UTP Directive regardless of the national laws of the country where they are based.

*Q10: What are the main differences between the EU UTP Directive and the similar regulation in the United States of America (USA)?*

The Perishable Agricultural Commodities Act (PACA) is a U.S. Federal law that aims to protect growers and sellers of fruit and vegetables only. Its scope is more reduced than the UTP Directive's that bans specific abusive practices between suppliers and sellers of agricultural and food products.

The PACA introduces a code of fair business practices and a payment protection (PACA Trust) to ensure that sellers are paid, including in situations where a buyer files for bankruptcy. The UTP Directive does not include a similar payment protection.



*Q11: What is the relationship between the EU UTP Directive and the EU Deforestation Regulation?*

The UTP Directive and the [Regulation on deforestation-free products](#) (EUDR) have different objectives and scopes: the UTP Directive protects (weaker) suppliers of agricultural and food products from unfair practices in the food chain, while the EUDR sets conditions the sale of specific commodities (cattle, cocoa, coffee, oil palm, rubber, soya, wood) and some of their derived products linked to deforestation. Thus, the UTP Directive and the EUDR are different pieces of legislation and should be considered separately.

## B. Application and enforcement

*Q12: How do EU Member States implement the Directive? Is it more common for the Directive to be applied by competition authorities or by ministries?*

The implementation of the UTP Directive is up to each EU Member State. The UTP Directive provides a minimum protection that is uniform across the EU but Member States can (individually) choose to be stricter than the Directive. However, they cannot offer less protection than foreseen by the Directive.

The contacts of the enforcement authorities of all EU Member States are available on the [website of the European Commission](#). From an exporter perspective, it doesn't make a big difference if the competent authorities are competition authorities or ministries.

*Q13: To which authority can a non-European agri-food exporter turn in the event of non-compliance with the contract by a European importer? Is it an authority of the state where the goods enter the EU or the country where the buyer is located?*

Non-EU exporters facing an UTP banned by the Directive should contact the authorities of the EU country where the buyer is established. The contacts of the enforcement authorities of all EU Member States are available on the [website of the European Commission](#).

*Q14: What are the deadlines for responding to a complaint from a supplier who submits a complaint from a non-European country?*

There is no deadline for (non-EU) suppliers facing an UTP banned by the Directive to submit a complaint to contact the enforcement authorities.

*Q15: How are SMEs being protected against European buyers, who are generally more powerful in disputes?*

The UTP Directive's objective is precisely to protect the weaker suppliers of agricultural and food products – including SMEs – by allowing them to file complaints to enforcement authorities that have the power to both launch investigations and fine operators who break the rules.



*Q16: In the case of dispute (for example due to delayed payment of perishable goods) where the two parties have failed to reach amicable solution. The case escalates to public enforcement, and the EU buyer is fined. How does this fine translate into positive impact for the non-EU supplier?*

The complaining proceeding of a supplier against an UTP is free of charge for the supplier but, in most of the cases, does not provide financial compensation to the supplier. Fines imposed to the buyer by the enforcement authorities are usually administrative fines. The positive impact of such complaint for the suppliers is the ending of the UTP. Only few enforcement authorities in some EU countries – for example France, Poland, or the Netherlands – provide for compensation to the suppliers in this type of proceeding. In addition to this complaining proceeding, suppliers may decide to go to (civil) court to claim compensation for the loss they have suffered from the UTP. While the buyers might be sentenced to pay a compensation and to cover the cost of the trial, the suppliers must pay these expenses in advance (or where the buyers are not sentenced).

*Q17: To what extent do the sanctions imposed on buyers serve as a deterrent?*

The implementation of the UTP Directive is up to each EU Member State, including the sanctions imposed on buyers. While Member States set sanctions individually, the Directive requires these sanctions to have a deterrent effect.

*Q18: How much does a complaining procedure cost to each party? Is the procedure is free of charge?*

The complaining proceeding of a supplier against an UTP is free of charge for the supplier. However, costs could arise from a mediation or other legal procedures that the supplier might initiate (see Q16). It is not possible to provide an estimation of these additional costs.

*Q19: Can a public institution of a non-EU Members State file a complaint on behalf of a supplier?*

Yes, a public institution of a non-EU country can file a complaint on behalf of a supplier based in its country. The contacts of the EU Member States enforcement authorities are available on the [website of the European Commission](#).

## C. Revision process of the UTP Directive

*Q20: Is it possible to obtain the questionnaire to respond to the consultation?*

The questionnaire to provide feedback is available via a form on the European Commission [Have Your Say](#) webpage, until **27 February 2026**. Answers will be taken into account by the Commission when revising the UTP Directive.

*Q21: The public consultation period closes on 27 February 2026. It is possible to extend it to end of May or June?*

Feedback can only be provided via the form on the [Have Your Say](#) webpage, until **27 February 2026**. Answering the public consultation is a relatively simple process which should not take more than 30 minutes. It is always possible to reply “I don’t know” to the questions.



## D. Support

*Q22: Who can we contact for guidance on complaints and understanding the Directive?*

COLEAD, Oxfam Belgium and the Fair Trade Advocacy office can be first contact points and offer guidance:

[francesca.monteverdi@oxfam.org](mailto:francesca.monteverdi@oxfam.org) / [axelle.rupert@colead.link](mailto:axelle.rupert@colead.link) / [conesa@fairtrade-advocacy.org](mailto:conesa@fairtrade-advocacy.org).



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