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I. 下請事業者との取引に関する勧告事例

2026 年 7 月 21 日、公正取引委員会は、医療機器メーカーである H 社(以下、「H 社」といいます。)に対し、改正前の下請代金支払遅延等防止法¹(以下、「下請法」といいます。)7 条 3 項に基づき、勧告を行いました²。

なお、2026 年 1 月 1 日、下請法は、製造委託等に係る中小受託事業者に対する代金の支払の遅延等の防止に関する法律³(以下、「取適法」といいます。)へ改正されましたが、取適法改正附則 2 条 2 項に基づき、経過措置として、本件には改正前の下請法が適用されました。

¹ 下請代金支払遅延等防止法（法律第 51 号、平成 21 年 6 月 10 日）

² 公正取引委員会・中小企業庁「HOYA 株式会社に対する勧告について」（令和 8 年 7 月 21 日）
<https://www.meti.go.jp/files/000002761.pdf>

³ 製造委託等に係る中小受託事業者に対する代金の支払の遅延等の防止に関する法律（法律第 41 号、令和 7 年 5 月 23 日）

1. 事案の概要

(1) 勧告の対象となった行為

H 社は、医療機器の製造販売を行う事業者であり、下請事業者に対して、自社が販売する医療機器の部品の製造を委託していました。H 社は、当該委託に際して自社が所有する金型及び治具(以下、「金型等」といいます。)を貸与していたところ、遅くとも 2024 年 7 月 1 日から 2026 年 4 月 17 日までの間、貸与した金型等を用いて製造する医療機器の部品又は試作品の発注を長期間行わないにもかかわらず、下請事業者 32 社に対し、合計 643 個の金型等を、保管費用を負担することなく保管させていました。

公正取引委員会は、このような行為は、自己のために経済上の利益を提供させることにより下請事業者の利益を不当に害するものであり、下請法 4 条 2 項 3 号に違反すると判断しました。

(2) 是正状況及び勧告内容

本件は、中小企業庁が調査を行い、2026 年 6 月 11 日に公正取引委員会に対して下請法 6 条に基づく措置請求を行ったことを受けて、公正取引委員会が勧告を行ったものです。H 社は、2026 年 6 月 25 日までに、下請事業者に対して、2023 年 6 月 1 日から 2026 年 4 月 17 日までの保管費用として 1452 万 5390 円を支払いましたが、公正取引委員会は、再発防止の観点から、H 社に対し、①下請法違反の事実及び今後中小受託事業者の利益を不当に害さないことの取締役会決議による確認②発注担当者等への取適法研修等の社内体制整備③役員・従業員への周知徹底④取引先中小受託事業者への通知⑤採った措置の公正取引委員会への報告を勧告しています。

2. 下請事業者との取引に係る規制

近年の急激な労務費、原材料費、エネルギーコストの上昇を受け、発注者・受注者の対等な関係に基づき、サプライチェーン全体で適切な価格転嫁・取引適正化を実現することの重要性が高まっています⁴。こうした状況を踏まえ、下請法が改正・拡充されて取適法になりました。この改正により、適用対象となる事業者の範囲が拡大されたほか、禁止行為についても拡充が図られています。

(1) 適用要件

取適法は、適用の対象となる取引を、①取引の内容と②委託事業者と中小受託事業者との規模関係という 2 つの観点から定めています。①②いずれについても法改正によって拡張されています。

①取引の内容として、製造委託、修理委託、情報成果物作成委託、役務提供委託及び特定運送委託が対象とされます(取適法 2 条 1 項乃至 7 項)。このうち、製造委託には、製品そのものだけでなく、その半製品、部品、附属品、原材料に加え、専らこれらの製造に用いる金型、木型、その他の成形用の型や特殊な工具の製造委託も含まれます。法改正により、特定運送委託が対象に加えられました。

また、取適法では、②委託事業者及び中小受託事業者が規定されています(取適法 2 条 8 項ないし 10 項)。委託事業者又は中小受託事業者該当するかは、資本金の額が一定の基準を満たしているか、満たしていない場合には常時使用する従業員の数が一定の基準を満たしているかによって判断されます。法改正で従業員基準が追加されたことによって、適用対象が拡張されました。

4 公正取引委員会・中小企業庁「下請法・下請振興法改正法の概要」

https://www.jftc.go.jp/partnership_package/toritekihou-setsuumeisiryō.pdf

物品の製造・修理・特定運送委託等の場合

	委託事業者	中小受託事業者
資本金基準	資本金 3 億円超	資本金 3 億円以下
	資本金 1 千万円超 3 億円以下	資本金 1 千万円以下
従業員基準(常時使用)	300 人超	300 人以下

情報成果物作成・役務提供委託の場合

	委託事業者	中小受託事業者
資本金基準	資本金 5 千万円超	資本金 5 千万円以下
	資本金 1 千万円超 5 千万円以下	資本金 1 千万円以下
従業員基準(常時使用)	100 人超	100 人以下

但し、本年 6 月 18 日に出された「製造委託等に係る代金の支払に関する特定の不正な取引方法」(令和 8 年 6 月 18 日公正取引委員会告示第 3 号)⁵が来々 4 月 1 日から施行されることとなっており、同告示が適用されると、①の製造委託類型については一定の場合⁶には上記②の委託事業者及び中小受託事業者の規模要件にかかわらず、給付受領日から 60 日以内の支払いが求められる場合があります。

(2) 委託事業者の義務及び禁止事項

取適法が適用される場合、委託事業者には、以下の義務及び禁止事項が課されます。(「※」が付されている事項が法改正によって追加されました。)

義務	
発注内容等を明示する義務 (取適法 4 条)	発注に当たって、発注内容等を書面又は電磁的方法により中小受託事業者に対して直ちに明示すること
書類等を作成・保存する義務 (取適法 7 条)	取引が完了した場合、取引に関する記録を書類又は電磁的記録として作成し、保存すること
支払期日を定める義務 (取適法 3 条)	検査の有無を問わず、発注した物品等を受領した日から起算して 60 日以内のできる限り短い期間内で支払期日を定めること
遅延利息を支払う義務 (取適法 6 条)	支払遅延や減額等を行った場合、遅延した日数や減じた額に応じ、遅延利息(年率 14.6%)を支払うこと

⁵ 製造委託等に係る代金の支払に関する特定の不正な取引方法 (令和 8 年 6 月 18 日、公正取引委員会告示第三号)

<https://www.jftc.go.jp/dk/guideline/shiharai.html>

「製造委託等に係る代金の支払に関する特定の不正な取引方法」の運用基準 (令和 8 年 6 月 18 日、事務総長通達第 10 号)

<https://www.jftc.go.jp/dk/guideline/unyoukijun/shiharai.html>

⁶ (1)受託事業者の当該委託事業者に対する取引依存度、(2)当該委託事業者の市場における地位、(3)受託事業者にとっての取引先変更の可能性、(4)その他当該委託事業者と取引することの必要性を示す具体的事実を総合的に勘案し、受託事業者の地位が当該委託事業者に対して劣っていないと判断される場合を除き適用される。

禁止事項	
受領拒否 (取適法 5 条 1 項 1 号)	中小受託事業者の責めに帰すべき理由がないのに、発注した物品等の受領を拒否すること
支払遅延 (取適法 5 条 1 項 2 号)	支払期日までに代金を支払わないこと(支払手段として手形払等を用いること※)
減額 (取適法 5 条 1 項 3 号)	中小受託事業者の責めに帰すべき理由がないのに、発注時に決定した代金を発注後に減額すること
返品 (取適法 5 条 1 項 4 号)	中小受託事業者の責めに帰すべき理由がないのに、発注した物品等を受領後に返品すること
買ったたき (取適法 5 条 1 項 5 号)	発注する物品・役務等に通常支払われる対価に比べ著しく低い代金を不当に定めること
購入・利用強制 (取適法 5 条 1 項 6 号)	正当な理由がないのに、指定する物品や役務を強制して購入・利用させること
報復措置 (取適法 5 条 1 項 7 号)	中小受託事業者が公正取引委員会、中小企業庁長官又は事業を所管する大臣に違反行為を知らせたことを理由として、中小受託事業者に対して取引数量の削減・取引停止等不利益な取り扱いをすること
有償支給原材料等の対価の早期決済 (取適法 5 条 2 項 1 号)	有償支給する原材料等を用いて中小受託事業者が物品の製造等を行っている場合に、代金の支払日より早く原材料等の対価を支払わせること
不当な経済上の利益の提供要請 (取適法 5 条 2 項 2 号)	自己のために金銭や役務等を不当に提供させること
不当な給付内容の変更、やり直し (取適法 5 条 2 項 3 号)	中小受託事業者の責めに帰すべき理由がないのに、発注の取消し・発注内容の変更・無償でのやり直し等をさせること
協議に応じない一方的な代金決定※ (取適法 5 条 2 項 4 号)	中小受託事業者から価格協議の求めがあったにもかかわらず、協議の拒否又は必要な説明を行わず、一方的に代金を決定すること

(3) 違反時の対応

取適法に違反した場合には、勧告の他、罰金が科される可能性があります(取適法 14 条、15 条)。また、法改正により、公正取引委員会及び中小企業庁の他、事業の所管大臣にも指導及び助言の権限が付与され(取適法 8 条)、面的執行の強化が図られています。

3. 実務上の留意点

今回は H 社への勧告が広く報じられましたが、取適法(下請法)違反に関連する調査・立入検査・改善指導は相当程度行われています。令和 6 年度は、703 者に対する立入検査の結果、1321 件の違反行為が確認され、584 者に改善指導が実施されました。⁷支払遅延、減額、買ったたきが多く認められたほか、書面不備・未交付や書類未保存といった手続規定違反も多数確認されています。

⁷ 公正取引委員会・中小企業庁「中小受託取引適正化法テキスト」(令和 7 年 11 月)

<https://www.jftc.go.jp/toriteki/r7text.pdf>

H 社の事例は下請法違反でしたが、法改正により適用対象・禁止行為が拡張されたことも踏まえ、委託事業者においては、価格協議への対応や無償対応の有無を含めた現場運用を見直すとともに、法務・調達・経理部門が連携してコンプライアンス体制の整備を図ることが重要といえます。

以上

1. Recommendation Regarding Transactions with Subcontractors

On July 21, 2026, the Japan Fair Trade Commission (“JFTC”) issued a recommendation to Company H, a medical device manufacturer (“Company H”), pursuant to Article 7, Paragraph 3 of the Act Against Delay in Payment of Subcontract Proceeds, etc. to Subcontractors⁸, as in force prior to amendment (“Subcontract Act”).⁹

Although the Subcontract Act was amended on January 1, 2026 and renamed the Act Against Delay in Payment of Fees, etc. to Small and Medium-sized Entrusted Business Operators in Manufacturing and Other Specified Fields¹⁰ (“Proper Transactions Act”), the pre-amendment Subcontract Act applied to this case as a transitional measure pursuant to Article 2, Paragraph 2 of the Supplementary Provisions to the amended Proper Transactions Act.

1.1. Overview of the Case

(1) Conduct Subject to the Recommendation

Company H is a business operator engaged in the manufacture and sale of medical devices and outsourced to subcontractors the manufacture of parts for the medical devices that it sells. In connection with this outsourcing, Company H had loaned molds and jigs (“molds, etc.”) to the subcontractors. However, for the period from at least July 1, 2024 to April 17, 2026, although Company H did not place orders for medical device parts or prototypes manufactured using the loaned molds, etc., for an extended period, it had 32 subcontractors store a total of 643 molds, etc., without bearing the storage costs.

The JFTC determined that such conduct unjustly harmed the interests of the subcontractors by causing them to provide economic benefits for Company H’s own benefit, and thus constituted a violation of Article 4, Paragraph 2, item (iii) of the Subcontract Act.

(2) Status of Corrective Action and Details of the Recommendation

This case stems from an investigation conducted by the Small and Medium Enterprise Agency, who had filed a request for measures with the JFTC on June 11, 2026 pursuant to Article 6 of the Subcontract Act, to which the JFTC issued a recommendation in response. By June 25, 2026, Company H paid its subcontractors 14,525,390 yen as storage costs for the period from June 1, 2023 to April 17, 2026. However, from the perspective of preventing recurrence, the JFTC recommended that Company H take the following measures: (i) confirm by resolution of the board of directors the facts regarding the violation of the Subcontract Act and its commitment to not unjustly harm the interests of small and medium-sized entrusted business operators in the future; (ii) establish internal systems, such as training for personnel in charge of placing orders, etc. on the Proper Transactions Act; (iii) thoroughly inform officers and employees of this case; (iv) notify small and medium-sized subcontractors with whom it does business; and (v) report to the JFTC on the measures taken.

⁸ Act against Delay in Payment of Subcontract Proceeds, etc. to Subcontractors (Act No. 51, June 10, 2009)

⁹ JFTC/Small and Medium Enterprise Agency “Recommendation Regarding HOYA” (July 21, 2026)

<https://www.meti.go.jp/files/000002761.pdf>

¹⁰ Act Against Delay in Payment of Fees, etc. to Small and Medium-sized Entrusted Business Operators in Manufacturing and Other Specified Fields (Act No. 41, May 23, 2025)

1.2. Regulations Governing Transactions with Subcontractors

In light of the sharp increases in labor, raw material, and energy costs in recent years, it has become increasingly important to achieve appropriate price pass-through and proper transaction practices across the entire supply chain, based on an equal relationship between the customer and supplier.¹¹ Against this backdrop, the Subcontract Act was amended and expanded into the Proper Transactions Act. As a result of this amendment, the scope of business operators subject to the Proper Transactions Act has been expanded, and the scope of prohibited acts has also been broadened.

(1) Requirements for Application

The Proper Transactions Act defines the transactions subject to its application based on the following two criteria: (i) the nature of the transaction and (ii) the scale of the relationship between the entrusting business operator and the small and medium-sized subcontractors¹². Both criteria have been expanded through the amendment of the Act.

Regarding (i) the nature of the transaction, the Proper Transactions Act covers manufacturing consignments, repair consignments, information-based product creation consignments, service contracts, and specific transportation consignments (Article 2, Paragraphs 1 through 7 of the Proper Transactions Act). Among these, manufacturing consignments not only include the manufacture of the products themselves, but also semi-finished products, parts, accessories, and raw materials, as well as molds, wooden patterns, other forming molds, and special tools used exclusively for the manufacture of any of the foregoing. As a result of the amendment, specific transportation consignment has been added to the scope of application.

Furthermore, with respect to criterion (ii), the Proper Transactions Act provides the definition for entrusting business operators and small and medium-sized subcontractors (Article 2, Paragraphs 8 through 10 of the Proper Transactions Act). Whether a business operator falls within the category of an entrusting business operator or a small and medium-sized subcontractor is determined based on whether its capital meets certain criteria, or, if not, whether the number of regular employees meets certain criteria. The scope of application has been expanded due to the addition of the employee-based criteria through the amendment.

¹¹ JFTC/Small and Medium Enterprise Agency “Summary of the Act to amend the Subcontract Act and the Act on the Promotion of Subcontracting Small and Medium-sized Enterprises”

https://www.jftc.go.jp/partnership_package/toritekihou-setsumeisiryō.pdf

¹² The Proper Transactions Act uses the term “entrusted business operators,” but for ease of understanding, we will refer to them as “subcontractors” in this document.

In the case of consignments for the manufacture, repair, or specific transportation of goods

	Entrusting Business Operators	Small and Medium-Sized Subcontractors
Capital Criteria	Capital exceeding 300 million yen	Capital of 300 million yen or less
	Capital exceeding 10 million yen but not exceeding 300 million yen	Capital of 10 million yen or less
Employee Criteria (regular employees)	Over 300 employees	300 or less employees

In the case of consignments for information-based product creation or service contracts

	Entrusting Business Operators	Small and Medium-Sized Subcontractors
Capital Criteria	Capital exceeding 50 million yen	Capital of 50 million yen or less
	Capital exceeding 10 million yen but not exceeding 50 million yen	Capital of 10 million yen or less
Employee Criteria (regular employees)	Over 100 employees	100 or less employees

However, the “Specific Unfair Trade Practices concerning Payment for Manufacturing Consignment, etc.” (JFTC Public Notice No. 3 of June 18, 2026)¹³, issued on June 18 of this year, is scheduled to come into effect on April 1 of next year. If this public notice applies, under certain circumstances¹⁴, with respect to the category of manufacturing consignment described in (i) above, payment may be required within 60 days of the date of receipt of the goods or services, regardless of the size requirements for the entrusting business operators and the small and medium-sized subcontractors described in (ii) above.

(2) Obligations and Prohibitions Applicable to Entrusting Business Operators

If the Proper Transactions Act applies, the following obligations and prohibitions are imposed on entrusting business operators. (Items marked with “*” were added by the amendment to the Act.)

¹³ Specific Unfair Trade Practices concerning Payment for Manufacturing Consignment, etc. (JFTC Public Notice No. 3 of June 18, 2026)

<https://www.jftc.go.jp/dk/guideline/shiharai.html>

Operational guidelines for “Specific Unfair Trade Practices concerning Payment for Manufacturing Consignment, etc.”

<https://www.jftc.go.jp/dk/guideline/unyoukijun/shiharai.html>

¹⁴ This regulation applies unless it is determined that the subcontractor’s position is not inferior to that of the entrusting business operator, based on a comprehensive consideration of (1) the subcontractor’s degree of dependence on the entrusting business operator, (2) the entrusting business operator’s market position, (3) the subcontractor’s ability to change business partners, and (4) other specific facts indicating the necessity of transacting with the entrusting business operator.

Obligations	
Obligation to clearly indicate order details (Article 4 of the Proper Transactions Act)	When placing an order, the entrusting business operator must clearly indicate the order details immediately to the small and medium-sized subcontractor in writing or by electronic means.
Obligation to prepare and preserve documents (Article 7 of the Proper Transactions Act)	Upon completion of a transaction, the entrusting business operator must prepare and preserve records concerning the transaction in the form of documents or electronic records.
Obligation to set a payment due date (Article 3 of the Proper Transactions Act)	Regardless of whether an inspection is conducted, the payment due date must be set within the shortest possible period not exceeding 60 days from the date of receipt of the ordered goods.
Obligation to pay interest on late payment (Article 6 of the Proper Transactions Act)	If the entrusting business operator delays payment or reduces the amount of payment, it must pay interest on late payment (at an annual rate of 14.6%) in accordance with the number of days of delay or the amount reduced.
Prohibited Acts	
Refusal to accept goods (Article 5, Paragraph 1, item (i) of the Proper Transactions Act)	Refusing to accept the ordered goods without any reason attributable to the small and medium-sized subcontractor
Delay in payment (Article 5, Paragraph 1, item (ii) of the Proper Transactions Act)	Failing to pay the purchase price by the due date (including the use of bills or similar instruments as a means of payment*)
Reduction of payment amount (Article 5, Paragraph 1, item (iii) of the Proper Transactions Act)	Reducing the amount of payment determined at the time of the order after the order has been placed, without any reason attributable to the small and medium-sized subcontractor
Returns (Article 5, Paragraph 1, item (iv) of the Proper Transactions Act)	Returning the ordered goods after receipt, without any reason attributable to the small and medium-sized subcontractor
Beating down of price (Article 5, Paragraph 1, item (v) of the Proper Transactions Act)	Unjustly setting the price for goods or services at a level significantly lower than the price normally paid for such goods or services
Coercion to purchase or use (Article 5, Paragraph 1, item (vi) of the Proper Transactions Act)	Coercing a small and medium-sized subcontractor to purchase or use designated goods or services without justifiable grounds
Retaliatory measures (Article 5, Paragraph 1, item (vii) of the Proper Transactions Act)	Subjecting a small and medium-sized subcontractor to disadvantageous treatment, such as reducing transaction volumes or suspending transactions, on the grounds that the small and medium-sized subcontractor informed the JFTC, the Commissioner of the Small and Medium Enterprise Agency, or the minister with

	jurisdiction over the business that the entrusting business operator had committed an act in violation of Article 5.
Early payment for raw materials supplied for consideration (Article 5, Paragraph 2, item (i) of the Proper Transactions Act)	Where the small and medium-sized subcontractor manufactures goods using raw materials supplied for consideration, requiring payment for such raw materials, etc. before the payment due date for the goods
Requests for unjust economic benefits (Article 5, Paragraph 2, item (ii) of the Proper Transactions Act)	Unjustly causing a person to provide money, services, or other economic benefits for one's own benefit
Unjust changes to the content of performance or demands to re-perform the consigned work (Article 5, Paragraph 2, item (iii) of the Proper Transactions Act)	Forcing a small and medium-sized subcontractor to cancel orders, change order details, or re-perform the consigned work without compensation, without any reason attributable to the small and medium-sized subcontractor
Unilateral determination of price without negotiation* (Article 5, Paragraph 2, item (iv) of the Proper Transactions Act)	Refusing to engage in price negotiations or failing to provide the necessary explanations, despite receiving a request for negotiation from a small and medium-sized subcontractor, and unilaterally determining the price

(3) Response to Violations

Violations of the Proper Transactions Act may result in the imposition of fines, in addition to recommendations (Articles 14 and 15 of the Proper Transactions Act). Furthermore, following the amendment to the Act, authority to provide guidance and advice has been granted not only to the JFTC and the Small and Medium Enterprise Agency, but also to the minister having jurisdiction over the relevant business (Article 8 of the Proper Transactions Act), thereby strengthening enforcement on a broader scale.

1.3. Practical Considerations

While the recommendation issued to Company H received widespread media coverage, it should be noted that investigations, on-site inspections, and improvement guidance related to violations of the Proper Transactions Act (Subcontract Act) have been conducted on a significant scale. In the 2024 fiscal year, on-site inspections of 703 business operators resulted in the confirmation of 1,321 violations, and improvement guidance was provided to 584 business operators.¹⁵ In addition to frequent instances of delayed payment, price reductions, and the beating down of prices, numerous procedural violations such as defective or undelivered documentation and failure to retain records were also confirmed.

While Company H's case involved a violation of the Subcontract Act, given that the scope of application and prohibited acts have been expanded due to the amendment, it is important for entrusting business operators to review their on-site operations, including how they handle price negotiations and whether

¹⁵ JFTC/Small and Medium Enterprise Agency "Guide to the Act on Proper Transactions with Small and Medium-sized Entrusted Business Operators" (November 2025)
<https://www.jftc.go.jp/toriteki/r7text.pdf>

they provide services free of charge, and for their legal, procurement, and accounting departments to cooperate in establishing a robust compliance framework.

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