

浅谈英语合同文体的词汇特色与翻译

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【摘 要】 本文浅谈英语合同的用词特色、普通用词的特定含义及约定术语的表达与翻译。

【关键词】 合同; 词汇特色; 翻译

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Vocabulary Features of English Contract and its Chinese Translation

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Abstract: This paper discusses vocabulary features of English contract, esp. the specified meaning of common words and stipulative words used in contract. It further demonstrates its Chinese translation.

Key words: contract; vocabulary features; translation

合同又称“契约”,它是缔约双方通过磋商就某一具体事件规定各自权利和义务的书面协议,涉及当事人经济、技术、法律等问题。合同具有法律约束力,在内容上具有针对性,在格式上具有规范性,在表达上具有逻辑条理性,在语言上形成了正式严谨、措辞准确、迂腐陈旧、复杂艰深的特点。限于篇幅,下文中我们仅谈谈英语合同文体的词汇特色与翻译。

1. 使用较为正式的书面用语

正式	非正式	
commence	begin/start	开始
equivalent	equal	等效的
inform	tell	通知,告知
prior to	before	...之前
purchase	buy	购买
require	need	需要
Should either party fail to... fails to...	If either party if one party fails to...	

2. 使用旧体词语

具有法律性效力的合同常使用旧体词语,使句子简练、严谨,突出其正规、严肃等风格特征。合同中的旧体词由here, there, where加后缀构成,代替句子,避免重复。

(1) ...**hereafter** called Party A/...hereinafter referred to as Party A 以下简称甲方

(2) It is **hereby** agreed as follows: 双方在此同意如下:

(3) ... as stipulated in Clause—**hereof** 本合同第 款规定的...

(4) ...and the loss and damages sustained **thereby** shall be indemnified by Party B.
.....由此而蒙受的损失应由乙方偿付。

(5) ... **Whereby** it is agreed as follows;
.....兹约定如下条款:

常见的这类旧体词有:

aforesaid	上述的
hereafter	此后,在下文;自生效之日起
hereat	为此,因此
hereby	在此,以此,特此,兹
herefrom	由此,由此事实
herein	其中,在此处,在这方面

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hereinabove	在上文
hereinafter	在下文
hereinbefore	在上文
hereinbelow	在下文
hereof	在本文件中 ;关于此
hereto	在此 ;关于这个
heretofore	迄今为止
hereunder	在下文 ;据此 ;按此协议
hereunto	于此
hereupon	关于这个
thereafter	此后 ;据此
thereamong	其中
thereby	因此
therefor	因此
therefore	因此
therefrom	由此
therein	其中
thereinafter	在下文
thereinbefore	在上文
thereof	其中 ,它的 ;由此 ;关于那
thereon	关于那 ,在其上
thereout	由此
thereover	关于那 ,在其上
therethrough	由此 ;藉此
thereto	此外 ,又
theretobefore	直到那时
thereunder	在其下 ;按规定条款 ;以下
thereupon	因此 ;关于那 ;在其上
whereby	靠那个 ;借以
wherefore	因此
wherein	在那方面 ;在那时
whereof	关于那

3. shall的使用

shall用作助词表将来时态,用作情态动词可表示多种语气。在具有法律性效力的合同中 shall不表示将来时态,而表示规定、义务等。汉译时可用“必须”;“应当”表示或不译出来。

(6) In order to guarantee the performance of the contract and its appendices, both Party A and Party B **shall** provide each other the bank

guarantees for the performance of the contract.

为保证本合同及其附件的履行,甲、乙双方应相互提供履约的银行担保。

(7) The formation of this contract, its validity, interpretation, execution and settlement of the disputes **shall** be governed by related laws of the People's Republic of China.

本合同的订立、效力、解释、履行和争议的解决均受中华人民共和国法律的管辖(shall未译出)。

4. 同义词的重复使用

合同英语中常将两个同义或近义词用and连接,汉译时无须重复翻译同义或近义词。

(8) Should the L/C fail to reach the Seller before the stipulated date, this confirmation shall be considered **null and void**.

如果卖方在规定日期前未能收到信用证,本确认书即告失效。

(9) The **packing and wrapping** expenses shall be borne by the Buyer.

包装费应由买方承担。

类似的重复同义或近义词还有:

terms and conditions	条件
use and wont	惯例
settle claims and debts	清理债务
customs and usage	惯例
loss and damages	损失
libel and slander	诽谤
import duty and tax	进口税捐
fixed and settled	商定的

5. 首字母大写

合同中,缔约双方、机构名称、法律法规名称、其他契约文件名称、特指事物或对商品的有关规定等常常大写其首字母。

(10) For the quality and weight of the goods shipped, the **Inspection Certificates** issued by the **Commodity Inspection Bureau** at the port of loading shall be taken as final.

装运口岸的商检局签发的货物品质和重量检验证书应视为终局凭证。

6. 特定术语的表达与翻译

1) The parties

订立合同的双方(the parties)在写明双方单位的详细名称情况下,为避免过长或较长的名称重复出现,广泛使用“以下简称”这一术语:

hereinafter referred to(briefly/shortly)as...

hereinafter called

the following named “BBC” as one Party

the following named “KRAFT” as second

Party

尾随其后的简称常用以下用语表达“各方”:

Either Party	任何一方
the Other Party	另一方
Each party	各方
the Two Contracting Parties	缔约双方
the Nonbreaching Party	履约方
the Breaching Party	违约方
Party A/the First Party	甲方
Party B/ the Second Party	乙方
the Buyers/the Purchaser	买方
the Sellers/the Supplier	卖方
the Recipient Party	受方
the Supplying Party	供方
the Sending Party	派出方
the Receiving Party	接受方
the Transferor	转让方
the Transferee	受让方
the Licensor	出让方/许方
the Licensee	受让方/被许方

2) Witness/Witnesseth ; Whereas

Witness或古体Witnesseth用在合同首部whereas句子之前作标题,译作“兹约定,兹规定”;whereas用于引导签约背景和目的,视具体情况可译作“鉴于”。

This is a Commercial Agreement dated July 6, 1999, by and between XM Co. Ltd, a corporation organized and existing under the laws of People's of China (hereinafter called Party A) and BBA co.Ltd., a corporation organized and existing under the laws of Australia (hereinafter called Party B)

WITNESSETH

WHEREAS, Party A is the business of

manufacturing, selling, marketing and servicing certain types of industrial automation products, and systems and related devices and providing customers support and training on these products.

WHEREAS, Party B is in the business of system design, engineering and integration for CNC retrofitting, industrial automation or relevant projects.

WHEREAS, Party A desires to acquire the know-how from Party B to design, manufacture and sell the Contract Products in accordance with Party B's know-how, the two Parties entered into this contract through consultation under the terms and conditions as follows:

本商务协议由XM股份公司,一家按中华人民共和国法律组建并营运的公司(以下我甲方)与BBA股份有限公司,一家按澳大利亚法律组建并营运的公司(以下简称乙方)于1999年6月6日订立。

兹规定

甲方从事制造、推销及维修某些型号的工业自动化产品和系统以及相关器件,并为客户提供售后服务和产品使用培训。

乙方从事CNC改造、工业自动化或有关工程的系统设计和工程系统集成。

鉴于甲方希望从乙方处获得专有技术,并根据乙方的专有技术进行合同产品的设计、制造和销售。双方通过协商缔结本合同,条款如下:

3) and/or

and/or 这一结构是合同文字为使行文严谨准确而常使用的一种连接并列结构的省略形式,其具体意义是“A and B+A or B”。翻译该特殊结构时,应根据不同上下文灵活译出。

(11)The carrier is entitled, at port of shipment **and/or** port of destination, to verify the quantity, weigh, measurement and contents of the goods as declared by the shipper.

对托运人申报的货物数量、重量、尺码与内容,承运人有权在启运港或目的港一次性核查,也有权在上述两个港口前后核查。

(12)In credit operations all parties concerned deal in documents and not in goods, services **and/or** other performances to which the documents may

relate.

在信用证事务中,各有关方面处理的是单据,而不是与单据有关的货物、服务或其他行为。

(13)The aforesaid certificate shall be conclusive evidence against the shipper, receiver **and/or** any holder of the Bill of Lasing.

上述证明书对托运人、收货人和(或)任何本提单持有人都是决定性反证。

4) be responsible for/be liable for/bear... responsibility/be borne by/liability

承担.....责任 ;由.....负责

(14)If accusations of infringing the rights of third parties occur as a result of this Contract, Party B shall **be responsible for** dealing with the thire parties and **bear** the full legal and financial **responsibility** arising therefrom.

如因合同引起第三方指控侵权,乙方应负责与第三方交涉并承担法律上和经济上的全部责任。

(15)The following materials(and findings, if any) to be supplied to Party A by Party B at Party B's expense, freight and insurance also **to be borne by** Party B.

乙方向甲方免费提供下列原(辅)料,其运输、保险等费用均由乙方承担。

5) say大写(金额)only整

(16)As stipulated in Clause 2, Chapter 3 hereof, Party A shall pay to Party B the Technical Documentation Fee of US\$34,000.00(**say** US thirty four thousand **only**).

根据本合同第三章第二款规定,甲方应付给乙方技术资料费34000美元(大写为叁万肆仟美元整)。

6) mean系指

有些合同专门定义章节,对条款中出现的关键词语加以详细解释,赋予明确含义,以避免在执行合同过程中产生纠纷,彼此推卸责任。英语常用 shall be, are/is, shall mean, mean/means等下定义,译作“指”、“系指”、“含义是指”等。

(17)The “products” **mean** the electric appliances as specifically described in Schedule I attached hereto.

“产品”的含义是指本合同附表一中具体介绍的电子产品。

7) abide by/comply with/in line with/in accordance with遵守

(18)All the activities of both parites shall **comply with** the provisions of laws, decrees and pertinent regualtions in the project-host country.

双方的一切活动都应遵守项目所在国的法律、法令和有关条例规定。

8) against

anainst在不同的合同英语上下文中具有不同的含义。

——防止

(19)We will not effect the payment of the withheld goods value unless you **ensure against** the recurrence of the damage to packing of the coming goods.

只有你方保证今后不再发生包装破损的现象,我们才会支付拒付的货款。

——根据,凭;以.....为条件

(20)We bereby issue in your favor this documentary credit which is available by payment **against** presentation of the following documents.

现开立以你方为受益人的跟单信用证,凭下列单证议付。

——违反;对.....不利;反对

(21)In case you should fail to effect delivery in August, we will have to lodge a claim **against** you for the loss.

若你方8月份尚未交货,我方只好向你方提出索赔。

——与.....比较;对比

(22)**Against** the invoice weight the consignment was found shour of 1350kg.

与发票重量相比,货物短重1350公斤。

9) (be) subject to 以.....条件/前提

(23)This contract is binding **subject to** the fulfilment of the following conditions.

本合同须满足下列条件方始生效。

(24)Our prices **are subject** to fluctuation of the market.

我方价格得随市场波动而调整。

10) be binding(up) on 对.....有约束力

(25)The arbitral award shall be accepted

as final and *binding upon* both Parties.

仲裁裁决是终局的,对双方都有约束力。

11) **be equally authentic/be equally effective/be equally valid/ have the same effectiveness**具有同等效力 **in witness whereof/in faith whereof**为示信守,以昭信守,以……为证;
term of validity有效期

(26) This contract is made in duplicate, both in English and Chinese, one copy to be held by each party *in witness thereof*. Both language versions *are equally effective*.

The contract shall come into effect commencing from the date of signing and be valid for three years from the effective date of the contract. The contract shall become null and void automatically on the expiry of the contract's *term of validity*.

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本合同一式两份,用中英文签署,双方各执一份为证。两种文本具有同等效力。

本合同自签字之日起生效,合同有效期从合同生效之日算起三年,有效期满后,本合同自动失效。

12) **bid**(买方)出价(卖方)报价,索价

bid一词因使用对象不同(买方和卖方),而产生不同的含义。

(27) The seller: "We have *bid you the lowest prices* in the above list."

The buyer: "We will *bid price* for your goods if you can guarantee an annual minimum number of the machines."

卖方:“我们在上述价格单中给你们开了最低价。”

买方:“如果贵方能保证最低年供机量,则我方可以出价。”