

Century Business English Translation(5th Edition)

世纪商务英语

翻译教程

第五版

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大连理工大学出版社



Unit 12

Business Contracts

商务合同



What is a business contract?

商务合同 (business contracts) 是指有关各方之间在进行某种商务合作时, 为了确定各自的权利和义务, 而正式依法订立的、并且经过公证的、必须共同遵守的协议条文。商务合同种类繁多, 常见的有购销合同、借贷合同、租赁合同、协作合同、加工合同、基建合同、保险合同、货运合同、责任合同等。

涉外商务合同是指具有涉外因素的商务合同, 涉外因素包括: 合同主体的一方或双方是外国自然人或法人, 或无国籍人; 合同标的是位于外国的物、财产或需要在外国完成的行为; 合同权利义务内容据以产生的法律事实发生在外国。

12.1 Case Study



经济全球化的趋势使得国际间商务贸易合作日益频繁，国际商务合同的翻译对贸易合作的成败起关键作用。现实中，有不少商务合同的翻译都有这样或那样问题，有的不是不准确就是不专业，也有的貌合神离或是根本与契约双方的理解南辕北辙以致造成商贸纠纷。这是因为有些译者对英文商务合同中的单词和句子的理解还停留在字面意思上，没有了解它们在合同中真正的意思，也有些人对专业背景知识的了解或对对方国家语言文化理解仍有所欠缺，导致他们理解错误或概念表达不清。

12.1 Case Study



例1:

原文：The UN released the document in the Hague and in more than 100 nations' capitals, including Beijing.

译文：这份报告是联合国对包括北京在内的一百多个国家的首都进行调查后，在海牙公布的。

例2:

原文：Upon successful completion of the tests the Purchaser shall sign a Plant Acceptance Certificate evidencing such completion and listing any agreed Deficiencies to be corrected by CAE within such period as may be agreed with the Purchaser.

译文：如果这些试验均获成功，买方须在工厂验收合格证上签字，证明已完成这些试验，并注明双方一致认为并已被CAE校正的缺陷。

12.1 Case Study



例3

原文：The “excepted risks” are war, hostilities, civil war, or unless solely restricted to employees of Contractor or of his subcontractors and arising from the conduct of the Works, riot, commotion or disorder.

译文：“意外风险”包括战争、敌对状态、内战，或在工程进行中，由承包商的雇员、分包人制造的动乱、混乱。

例4

原文：The Contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels of reference given by the Engineer in writing and for the correctness, subject as above mentioned, of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labor in connection therewith.

译文：承包人负责根据工程师的书面指示正确地开始工程，保证工程位置、面积、水平面及各部分组合的质量，提供工程所需工具、设备和劳力。

12.1 Case Study



请阅读以下解析及改译，与以上相应译文比较，思考怎样才能准确翻译商务合同。

例1解析：原文并未提及联合国对各国首都进行了调查，显然这是译者没有深究原文意思，先入为主地胡编乱造的。实际上，原文把“the Hague”和“capitals”并列区别开来，一是因为联合国的这份文件很可能是在海牙(国际法院所在地)首发的，二是因为海牙并非荷兰的首都，无法纳入“capitals”。

改译：联合国在海牙和包括北京在内的一百多个国家的首都发布了该报告。

例2解析：译者将“Deficiencies to be corrected”误解为“Deficiencies corrected”，造成了时间上的偏差。将完成纠正缺陷的时限漏译，可能造成的纠纷是不言而喻的。实际上原文的本意是在完成工厂验收后，设备如仍有缺陷，双方可协议在规定期限内予以纠正，但应在验收证上注明。

改译：一旦顺利完成这些测试，买方须签署一份工厂验收证，证明测试已经完成，并列双方共同认定的所有缺陷，由CAE在与买方可能商定的期限内加以纠正。

12.1 Case Study



例3解析：本句话的表语是由war, hostilities, civil war以及由成因arising from...和影响范围 solely restricted to...限定的riot, commotion和disorder。译者由于未弄清结构，导致译文正好与原文背道而驰。

改译：“除外风险”包括战争、敌对状态、内战，以及非由施工引起、且不仅影响承包商或其分包商所雇员工的暴动、骚乱和混乱。

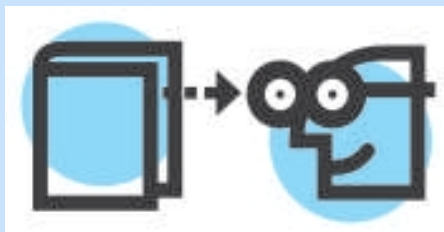
例4解析：此段译文的内容涉及工程测量，由于译者缺乏对setting-out (放线)、levels (高度) 和alignment (排列、对准) 等一些基本测量术语的必要了解，原文限定明确的承包商义务变得不知所云。

改译：承包商应负责按工程师书面提交的原始基准点、基准线和参照标高如实准确地对工程进行放线，并在符合上述要求的情况下，负责校正工程各部分的位置、标高、尺寸和排列，同时提供一切有关的必要仪器、装置和劳力。

12.2 Learning Objectives



通过本单元的学习，希望同学们能够熟悉有关商务合同的基础知识和翻译技巧，并能够应用所掌握的技巧翻译一般的商务合同。具体达到如下目标：



知识目标：

1. 了解商务合同的定义、分类及构成要素
2. 认识并掌握商务合同的语言特点和翻译技巧
3. 掌握长句的翻译要领及常用术语和句式的翻译方法



能力目标：

1. 能够正确翻译商务合同常用术语和句式
2. 能够翻译英文商务合同、协议书、确认书、备忘录等常见合同文本
3. 能够灵活、熟练地处理长句的翻译

12.3 Basic Knowledge



《中华人民共和国合同法》第二条规定：“合同是平等主体的自然人、法人、其他组织之间设立、变更、终止民事权利义务关系的协议”。商务合同是指有关各方之间在进行某种商务合作时，为了确定各自的权利和义务，而正式依法订立的、并且经过公证的、必须共同遵守的协议条文。商务合同种类繁多，常见的有购销合同、借款合同、租赁合同、协作合同、加工合同、基建合同、保险合同、货运合同、责任合同等。

涉外商务合同是指具有涉外因素的商务合同，涉外因素包括：合同主体的一方或双方是外国自然人或法人，或无国籍人；合同标的是位于外国的物、财产或需要在外国完成的行为；合同权利义务内容据以产生的法律事实发生在外国。

12.3 Basic Knowledge



涉外商务合同通常分为以下几类：涉外货物买卖合同、涉外运输合同、涉外保险合同、中外合资经营企业合作合同、中外合作经营企业合作合同、中外合作勘探开发自然资源合同、来料加工合同、来件装配合同、补偿贸易合同、涉外租赁合同、涉外技术转让合同、涉外科研合同、工程承包合同、涉外劳务合同、涉外信贷合同等。

涉外商务合同按繁简不同，可以采取不同书面形式，如正式合同(Contract)、协议书(Agreement)、确认书(Confirmation)、备忘录(Memorandum)、订单(Order)等。一份正式的合同通常由以下四个部分组成：

1.标题(Title)

标明合同的性质(如销售合同Sales Contract)和合同号(Contract Number)。合同号一般在标题的后面或者右下方，在相应位置上写上：No. ____。如No.35-777, No. AG138等。

12.3 Basic Knowledge



2.前文(Preamble)

一般包括订约日期和地点(Signing Date/Place)、合同当事人及其国籍 (Signing Parties and Their Nationalities)、主要营业所或住所(Principal Place of Business or Residence Addresses)、当事人合法依据(Each Party's Authority)、订约缘由/说明条款(Recitals or Whereas Clause)。

3.正文(Body)

一般包括定义条款、基本条款和一般条款

(1) 定义条款(Definition Clause): 对合同中重复出现的关键名词术语进行明确定义, 给出明确解释。

12.3 Basic Knowledge



(2) 基本条款(Basic Conditions): ①当事人的名称或者姓名和住所。②标的。指合同的客体,即当事人权利义务共同指向的对象。③数量与质量。④价款或酬金。⑤履行的期限、地点和方式。⑥违约责任。指合同当事人因违反合同义务所应承担的法律责任。⑦解决争议的办法。此外,当事人认为必须在合同中明确的其他内容,也是合同的基本条款。

(3) 一般条款(General Terms and Conditions): ①合同有效期(Duration); ②合同的终止(Termination); ③不可抗力(Force Majeure); ④合同的让与(Assignment); ⑤仲裁(Arbitration); ⑥适用的法律(Governing Law); ⑦诉讼管辖(Jurisdiction); ⑧通知手续(Notice); ⑨合同修改(Amendment); ⑩其他(Others)。

12.3 Basic Knowledge



4. 结尾条款 (Witness Clause)

一般包括合同的份数 (Copies of the Contract)、使用的文字和效力 (Language Used and Their Effectiveness)、签名 (Signature) 和盖章 (Seal) 等。

随着世界经济和国际贸易的不断发展，我国的经济与世界经济接轨程度不断提高，涉外商务合同的应用越来越广泛，商务英语合同的翻译也正发挥着越来越重要的桥梁作用。

12.4 Warm-up Exercises



1. 阅读下列合同，找出其标题、前文、正文和结尾条款，并翻译成汉语。

CONTRACT

CONTRACT NO.

SIGNING DATE/PLACE

THE BUYER:

Name

Legal Address

Contact

THE SELLER:

Name

Legal Address

Contact

This contract is made by and between the Buyer and the Seller. Whereby the Buyer agrees to buy and the Seller agrees to sell the under-mentioned commodity in accordance with the terms and conditions stipulated below.

12.4 Warm-up Exercises



1. 阅读下列合同，找出其标题、前文、正文和结尾条款，并翻译成汉语。

合同

合同号：

签署日期/地点：

买方名称：

法定地址：

联系人：

卖方名称：

法定地址：

联系人：

买卖双方经协商，签署本合同。根据合同条款规定，买方同意购买，卖方同意出售下列货物。

12.4 Warm-up Exercises



1. 阅读下列合同，找出其标题、前文、正文和结尾条款，并翻译成汉语。

1. NAME OF COMMODITY AND SCOPE OF THE CONTRACT

2. PRICE

3. PAYMENT

4. PACKING

IN WITNESS WHEREOF, this contract has been executed effective as of the date first above written.

THE BUYER

By: _____

Date: _____

THE END USER _____

By: _____

THE SELLER

By: _____

Date: _____

12.4 Warm-up Exercises



1. 阅读下列合同，找出其标题、前文、正文和结尾条款，并翻译成汉语。

1. 货物名称及合同适用范围

2. 价格

3. 付款方式

4. 包装条件

双方证明，本合同自签署之日起生效。

买方：

卖方：

签署人：

签署人：

日期：

日期：

最终用户：

签署人：

12.4 Warm-up Exercises



2. 试把下列短语译成汉语。

(1) minutes of talks

会议纪要

(2) memorandum

备忘录

12.4 Warm-up Exercises



2. 试把下列短语译成汉语。

(3) validity clauses of contracts

合同生效条款

(4) definition and whereas

定义及鉴于条款

12.4 Warm-up Exercises



2. 试把下列短语译成汉语。

(5) assignment and guaranty of contracts

合同转让与担保条款

(6) rescission and termination of contracts

合同的解除与终止条款

12.4 Warm-up Exercises



2. 试把下列短语译成汉语。

(7) default and escape

违约与免责条款

(8) arbitration and jurisdiction

仲裁与法律条款

12.4 Warm-up Exercises



2. 试把下列短语译成汉语。

(9) international conventions and practice

国际惯例

(10) international business contracts

国际贸易合同

12.4 Warm-up Exercises



3. 试翻译下列句子。

(1) Party A shall pay Party B a monthly salary of US \$500 (SAY FIVE HUNDRED US DOLLARS ONLY).

甲方须每月付给乙方工资500美元整。

(2) This credit expires till January 1 (inclusive) for negotiation in Beijing.

本证在北京议付，有效期至1月1日（含1月1日）。

12.4 Warm-up Exercises



3. 试翻译下列句子。

(3) This Contract is made by and between the Buyer and the Seller, whereby the Buyer agrees to buy and the Seller agrees to sell the under-mentioned commodity subject to the terms and conditions stipulated below.

买卖双方同意按下述条款购买出售下列商品并签订本合同。

(4) This Contract shall come into force from the date of execution hereof by the Buyer and the Builder.

本合同自买方和建造方签署之日生效。

12.4 Warm-up Exercises



3. 试翻译下列句子。

(5) The undersigned hereby agrees that the new products whereto this trade name is more appropriate are made in China.

下述签署人同意在中国制造新产品，其品牌以此为合适。

12.5 Methods and Techniques



12.5.1. 商务合同的语言特点

1. 专业术语多

英语商务合同经常使用国际商务术语及缩略语。例如：

We have covered the goods against the risk of breakage, TPND, etc.

句中“TPND”指“Theft, Pilferage and Non-Delivery (盗窃及提货不着险)”。

Payment will be made by irrevocable L/C at sight against presentation of shipping documents.

句中“irrevocable L/C at sight”意思是“不可撤销的即期信用证”。

12.5 Methods and Techniques



12.5.1. 商务合同的语言特点

2. 法律词语多

商务合同属于法律文书，为表现其权威性和严肃性，多使用正式、庄重的法律词语。

例如：

Contracts shall be concluded in accordance with the principle of equality and mutual benefit and of achieving agreement through consultation.

该句中的 “in accordance with” 为法律合同常用词语，比 “according to” 正式。

The obligations shall be affected neither by the liquidation of the contract nor by a premature termination of the same.

此句中的 “liquidation” 和 “termination” 为法律常用词语，比 “cancel” 和 “end” 正式。

12.5 Methods and Techniques



12.5.1. 商务合同的语言特点

3. 古体词汇多

英语商务合同中，经常使用古（旧）体词。比如：hereafter(自此，今后)、hereby(特此，兹)、herein(此中，于此)、hereinafter(在下文中)、hereof(在本文中)、thereto(另外，随附)、thereof(其中，它的)、whereas(鉴于)、whereby(凭借)、whereupon(因此，于是)等。例如：

The specific contents and procedures of auditing accounts are detailed in Appendix 4 here to.

句中“hereto”一词为古体词，一般译成“在此”。

The undersigned hereby certify that the goods to be supplied are produced in Japan.

句中“hereby”一词为古体词，一般译成“兹”。

12.5 Methods and Techniques



12.5.1. 商务合同的语言特点

4.对等结构多

在英语商务合同中，为了表达的严密性，通常将众多并列成分如单词、短语、从句等平行排列，组成对等结构，使表达的思想脉络分明，层次清晰。最常见的对等结构是由and或by连接的并列成分。例如：

A contract of sale need not be concluded in or evidenced by writing and is not subject to any other requirement as to form.

销售合同无须以书面订立或书面证明，在形式方面也不受任何其他条件的限制。

本句中，“concluded in”、“evidenced by”、“subject to”构成对等结构，增强了句子的平等感，使表达更加严密。

12.5 Methods and Techniques



12.5.1. 商务合同的语言特点

5. 专用句式多

英语商务合同中大量使用被动语态、非谓语动词、情态动词、倒装句、省略句、条件句、介词（短语）、插入语等法律和商务文书类常用句型。例如：

In case the contract is concluded on CIF basis, the insurance shall be effected by the Seller for 110% of invoice value covering all risks, war risk, S.R.C.C. risks (i.e. Strikes, Riot, and Civil Commotions).

在到岸价基础上订立的合同，将由卖方按发票金额110%投保综合险、战争险、罢工险、暴乱险和民变险。

本句是有关合同保险条款的内容，其中用了被动语态（... is concluded, shall be effected）、非谓语动词（covering all risks ...）、情态动词(shall)，另外还用了“in case”引导的条件句。

12.5 Methods and Techniques



12.5.1. 商务合同的语言特点

If the Force Majeure event lasts over 60days, the Buyer shall have the right to cancel the Contract or the underlined part of the Contract.

若不可抗力持续60天以上，买方有权撤销本合同或本合同中划线的部分。

句中使用了条件句（If ...）、情态动词（shall）和非谓语动词（underlined）。

6.外来词多

外来词也经常出现在商务合同中。例如：pro rate tax rate（比例税率）、in lieu of（代替）、force majeure（不可抗力）、agent ad litem（委托代理人）、insurance premium per capita（人均保险费）等。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

1. 专业术语的翻译

商务合同中有很多专业术语，如涉及数字、时间、交货条件、贸易术语以及信用证等方面的专业词汇特别多。翻译的时候必须做到准确无误，否则，若翻译出现偏差，将会给双方当事人造成难以估量的损失。翻译者要有扎实的英语功底和商务专业知识，并善于积累相关的专业术语。常见的合同术语一般比较固定，而且这部分术语和词汇使用重复率较高，只要用心积累，不难掌握。例如：英语商务合同中常用的术语有：Force Majeure(不可抗力)、defect (瑕疵)、remedy (救济)、jurisdiction (管辖)、damage (损毁)、loss (灭失)、draft at sight (即期汇票)、letter of credit(信用证)、bill of lading (提单)、documents against acceptance(承兑交单)、bill of exchange(汇票)、firm offer (实盘)、technology transfer (技术转让)等，这些专业术语语义精炼，表义准确、正式、规范、严谨，符合正规、严肃的合同文体特征。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

2. 合同用词的翻译

合同英语的用词极其考究，翻译成汉语时往往具有约定俗成的汉语表达方式，通常需要注意以下几个方面：

(1) 合同用情态动词may、shall、must、may not（或shall not）的翻译 may 旨在约定当事人的权利（可以做什么）， shall 约定当事人的义务（应当做什么）， must 用于强制性义务（必须做什么）， may not（或shall not）”用于禁止性义务（不得做什么）。

例如：

The parties hereto shall, first of all, settle any dispute arising from or in connection with the contract by friendly negotiations.

双方首先应通过友好协商，解决因合同而发生的或与合同有关的争议。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

Should such negotiations fail, such dispute may be referred to the People's Court having jurisdiction on such dispute for settlement in the absence of any arbitration clause in the disputed contract or in default of agreement reached after such dispute occurs.

如果协商未果，合同中又无仲裁条款约定或争议发生后未就仲裁达成一致的，可将争议提交有管辖权的人民法院解决。

本句中的“shall”和“may”表达准确。出现争议后应当先行协商，所以采用了义务性“约定”，如果协商解决不了，作为当事人的权利，用选择性约定“may”也很妥当。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

(2) 合同用副词的翻译

英语商务合同通常使用一套惯用的古体英文副词，起到结构严谨、逻辑严密、言简意赅的作用。这类词为数并不多而且构词简单易记。通常是由“here, there, where”等副词分别加上“after, by, in, of, on, to, under, upon, with”等副词，构成合成副词。例如：hereafter（从此以后）、thereafter（从那以后）、thereon / thereupon（在其上）、there under（在其下）、hereto（对于这个）、hereinabove / hereinbefore（在上文）、hereinafter / herein below（在下文）、therein before（在上文中）、thereinafter（在下文中）等。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

In accordance with the Law of the People's Republic of China on Chinese- Foreign Equity Joint Ventures and the Contract signed by and between ... Co. (hereinafter referred to as Party A) and ... Co. (hereinafter referred to as Party B), the articles of association hereby is formulated and prepared.

根据《中华人民共和国中外合资经营企业法》以及由.....公司（以下称甲方）与.....公司（以下称乙方）所订的合资经营的合同，特制订本公司章程。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

(3) 合同用同义词的翻译

英语商务合同中，常把几个同义词并列使用，以避免合同双方当事人按自己的意图来理解合同条文从而导致歧义。翻译时，应取这几个同义词的共义，以保证内容准确，维护法律文件的严肃性。常见的这类并列同义词有：terms and conditions（条款）、made and sign（签订）、force and effect（效力）、all and any（所有）、each and every（每一个）、approve and accept（同意接受）、by and between（与）、fulfill and perform（履行）、save and except（除了）、final and conclusive（最终）等。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

If the contractor shall duly perform and observe all the terms, provisions, conditions, and stipulations of the said contract, this obligation shall be null and void but otherwise shall be and remain in full force and effect.

如果承包人切实履行并遵守上述合同的所有条款、条件及规定，本保证书所承担的义务即告终结，否则这种义务应保持完全有效。

句中连用了几组同义词，其中 terms, provisions, conditions, stipulations 意为合同的条款及规定；null和void意为无效；be和remain同为连系动词，表示状态；force和effect意为效力。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

(4) 极易混淆的词语的翻译

翻译商务合同时，常常由于对一些极易混淆的词语不够谨慎而造成选词不当致使词不达意或者意思模棱两可。所以，在翻译实践中，应十分谨慎这类词语的翻译。常见的这类词语如：

A) shipping advice: 装运通知，是由出口商发给进口商的。

shipping instructions: 装运须知，是进口商发给出口商的。

vendor & vendee: 卖主与买主

consignor & consignee: 发货人与收货人

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

B) abide by与comply with

abide by:遵守，主语须是“人”

comply with:遵守，主语是非人称。

例如：

Both parties shall abide by/All the activities of both parties shall comply with the contractual stipulations.

双方都应遵守/双方的一切活动都应遵守合同规定。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

C) change A to B与change A into B

change A to B: 把A改为B

change A into B:把A折合成/兑换成B

例如:

Both parties agree that change the time of shipment to August and change US dollar into RMB.

交货期改为8月并将美元折合成人民币。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

D) ex与per

ex: 由某轮船“运来”的货物

per: 由某轮船“运走”的货物

by: 由某轮船“承运”

例如:

The last batch per/ex/by S.S. “Victoria” will arrive in London on October 1st.

由“维多利亚”轮运走/运来/承运的最后一批货将于10月1日抵达伦敦。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

E) in与after

in: “多少天之后” 的确切的一天

after: “多少天之后” 的不确切的任何的一天

例如:

The goods shall be shipped per M.V. “Dong Feng” on November 10 and are due to arrive at Rotterdam in 41 days.

该货于11月10日由“东风”轮运出，41天后抵达鹿特丹港。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

F) on/upon与after

on/upon:到后, 就.....

after: “.....之后” 的时间不明确

例如:

The invoice value is to be paid on/upon arrival.

发票货值必须货到付给。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

G) by与before

by: 在翻译终止时间时，比如在“某月某日之前”，如果包括所写日期，就用by。

before: 如果不包括所写日期，即指到所写日期的前一天为止，就用before。

例如：

The vendor shall deliver the goods to the vendee by June 15 (before June 16)

卖方须在6月15日前将货交给买方。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

3. 合同句式的翻译

商务合同中，有些句式是几乎每一份合同都要用到的，这些句式的翻译也往往是约定俗成的。翻译者若善于积累，学会套用，将会收到事半功倍的效果。常见的句式结构如：

(1) The contract is made out in English and Chinese languages in quadruplicate, both texts being equally authentic, and each Party shall hold two copies of each text.

本合同用英文和中文两种文字写成，一式四份。双方执英文本和中文本各一式两份，两种文字具有同等效力。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

(2) This contract is signed by the authorized representatives of both parties on Dec. 9, 2006. After signing the contract, both parties shall apply to their respective Government Authorities for ratification. The date of ratification last obtained shall be taken as the effective date of the Contract. Both parties shall exert their utmost efforts to obtain the ratification within 60 days and shall advise the other party by telex and thereafter send a registered letter for confirmation.

本合同由双方代表于2006年12月9日签订。合同签订后，由各方分别向本国政府当局申请批准，以最后一方的批准日期为本合同的生效日期，双方应力争在60天内获得批准，用电传通知对方，并用挂号信件确认。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

(3) The contract shall be valid for 10 years from the effective date of the contract, on the expiry of the validity term of contract, the contract shall automatically become null and void.

本合同有效期从合同生效之日起共10年，有效期满后，本合同自动失效。

(4) The outstanding claims and liabilities existing between both parties on the expiry of the validity of the contract shall not be influenced by the expiration of this contract. The debtor shall be kept liable until the debtor fully pays up his debts to the creditor.

本合同期限届满时，双方发生的未了债权和债务不受合同期满的影响，债务人应向债权人继续偿付未了债务。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

(5) Any clause, covenant or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to, or in connection with, goods arising from negligence, fault or failure in duties and obligations provided in this article or lessening such liability otherwise than provided in these rules shall be null and void and no effect.

运输契约中任何条款、约定或协议，凡解除承运人或船舶由于疏忽、过失或未履行本条款规定的责任和义务，而引起货物或关于货物的丢失或损害责任的，或在本公约外减轻这种责任的，都应作废或无效。

12.5 Methods and Techniques



12.5.2. 商务合同的翻译技巧

另外，一些英语商务合同中常用短语的汉译也比较固定，翻译时可套用。

例如：

hereinafter referred to as

以下称

whereas

鉴于

in witness whereof

兹证明

for and on behalf of

代表

by virtue of

因为

prior to

在.....之前

as regards/concerning/relating to

关于

cease to do

停止做

in effect

事实上

miscellaneous

其他事项

12.5 Methods and Techniques



12.5.3. 常用翻译方法系列：长句的翻译

一般说来，英语中习惯于用长句。英语的句子成分前后都可能跟各种各样的修饰语，主句和从句之间常有确切的连接词，从句套从句，形成多级从句，短语套短语，形成多级短语，加之并列成分或并列句又常常穿插其间，从而形成结构复杂且严谨的长句。在英译汉过程中，这些长句常常令人望而生畏。其实，不管句子有多么长，多么复杂，都有一定的规律可循。掌握典型的长句翻译方法，有的放矢地运用翻译技巧，会顺利地将长句的含义清楚地用汉语表达出来，达到“信、达、雅”，提高译文质量。

与英语比较，汉语习惯于用短句。这就要求我们在翻译过程中采用意合法把英语长句化整为零，译成并列的汉语散句或分立的单句，只有这样才能符合汉语的表达习惯，达到通顺易懂的要求。

12.5 Methods and Techniques



12.5.3. 常用翻译方法系列：长句的翻译

首先，要弄清英语原文的句法结构，找出整个句子的中心内容及其各层意思，然后分析几层意思之间的逻辑关系，最后按照汉语的特点和表达方式，正确地译出原文的意思。

具体翻译时可采取下列步骤：

(1) 找出全句的主语、谓语和宾语，从整体上把握句子的结构。

(2) 找出句中所有的谓语结构、非谓语动词、介词短语和从句的引导词。

(3) 分析从句和短语的功能，例如，是否为主语从句、宾语从句、表语从句等，若是状语从句，它是表示时间、原因、结果、还是表示条件等。

(4) 分析词、短语和从句之间的相互关系，例如，定语从句所修饰的先行词是哪一个等。

(5) 注意插入语等其他成分。

(6) 注意分析句子中是否有固定词组或固定搭配。

12.5 Methods and Techniques



12.5.3. 常用翻译方法系列：长句的翻译

常用的翻译方法有保持原文语序、改变原文语序、分译、合译等。下面通过例句加以说明：

If any event of the Force Majeure occurs which causes damage to the Project or the infrastructure project, then C or New Company shall not be obliged to reinstate the same, or, as the case may be, complete the same, until the parties hereto have agreed upon the terms for such reinstatement or completion.

如不可抗力的发生损坏了工程或基础设施，C或新公司没有义务重新恢复之，或完成其修建，但双方就这种恢复或完成的条件达成一致意见则例外。

本句的翻译方法属于保持原文语序。句子主语为“C or New Company”，谓语为be obliged，宾语为to reinstate和to complete，if和until引出的从句作状语。翻译时，按原文状语+主语+谓语+宾语+状语的顺序直接译出即可。

12.5 Methods and Techniques



12.5.3. 常用翻译方法系列：长句的翻译

In accordance with the Law of the People's Republic of China on Chinese- Foreign Cooperative Joint Ventures and other relevant Chinese laws and regulations, A Company (China) and B Company (the UK), in accordance with the principle of equality and mutual benefit and through friendly consultations, agree to jointly set up a cooperative venture in Qingdao, Shandong, the People's Republic China.

中国A公司和英国B公司，根据《中华人民共和国中外合作经营企业法》及其他有关法律、法规的规定，本着平等互利的原则，通过友好协商，同意在中华人民共和国山东省青岛市，共同举办合作经营企业，特订立本合同。

12.5 Methods and Techniques



12.5.3. 常用翻译方法系列：长句的翻译

本句的翻译方法属于改变原文语序。句子主语为A Company and B Company，谓语为agree，宾语为to jointly set up a cooperative venture，方式状语为in accordance with引出的两个介词短语和through引出的介词短语。在原文中，主语A Company and B Company被安排在了两组“in accordance with”引导的介词短语之间，避免了重复。而在译文中，主语“中国A公司和英国B公司”被安排在了句首，这样使译文符合汉语主语放在句首的表达顺序，使合同的主体突出。

Should either of the parties to the contract be prevented from executing the contract by force majeure, such as earthquake, typhoon, flood, fire, war or other unforeseen events, and their occurrence and consequences are unpreventable and unavoidable, the prevented party shall notify the other party by telegram without any delay, and within 15 days thereafter provide detailed information of the events and a valid document for evidence issued by the relevant public notary organization explaining the reason of its inability to execute or delay the execution of all or part of the contract.

12.5 Methods and Techniques



12.5.3. 常用翻译方法系列：长句的翻译

在合作期间，由于地震、台风、水灾、火灾、战争或其他不可预见并且对其发生和后果不能防止和避免的不可抗力事故，致使直接影响合同的履行或者不能按约定的条件履行时，遇有上述不可抗力的一方，应立即将事故情况电报通知对方，并应在15天内提供事故的详细情况及合同不能履行，或者部分不能履行，或者需要延期履行的理由的有效证明文件。此项证明文件应由事故发生地区的有权证明的机构出具。

本句的翻译方法属于分译。“By the relevant public notary organization”在原文中属于过去分词作定语，但在合同中有十分重要的意义，它强调了该机构的重要性。若是无权的机构或是非事故发生地区的机构出具的证明是无效的，因此将其独立翻译成一个句子“此项证明文件应由事故发生地区的有权证明的机构出具”。

12.5 Methods and Techniques



12.5.3. 常用翻译方法系列：长句的翻译

By confirmed, irrevocable, transferable and divisible L/C to be available by sight draft to reach the Seller before Sept. 5th and to remain valid for negotiation in China until 10 days after the time of shipment. The L/C must specify that transshipment and partial shipments are allowed.

买方须于9月5日前将保兑的、不可撤销的、可转让的、可分割的即期付款信用证开到卖方，该信用证的有效期限延至装运期后10天在中国到期，并必须注明允许分批装运和转船。本句的翻译方法属于合译。译文结构紧密，简洁明了。相反，若按原文分开译出，译文就会显得断断续续。比如上句的 The L/C must specify that transshipment and partial shipments are allowed. 如译为“该信用证必须注明允许分批装运和转船。”重复了“该信用证”，则显得不够简洁明了。

12.6 Useful Words and Expressions



ad referendum contract	暂定契约书，草约
agency agreement	代理协议
agency contract	代理合同
agreement and contract	协议与合同
agreement fixing price	共同定价协议
agreement on general terms and conditions on business	一般经营交易条件的协议
agreement on import licensing procedure	进口许可证手续协议
agreement on loan facilities up to a given amount	商定借款协议
agreement on reinsurance	分保协议
agreement to resell	转售协议
barter contract	易货合同

12.6 Useful Words and Expressions



bilateral agreement

双边协议

bilateral trade agreement

双边贸易协议

binding contract

有约束力合同

blank form contract

空白合同

commercial agreement

商业协定

commercial contract

商业合同

compensation trade agreement

补偿贸易协议

compensation trade contract

补偿贸易合同

cross licence contract

互换许可证合同

distributorship agreement

销售协议

exclusive distributorship agreement

独家销售协议

12.6 Useful Words and Expressions



exclusive licence contract

独家许可证合同

export contract

出口合同

formal contract

正式合同

forward contract

期货合同

guarantee agreement

担保协议

illegal contract

非法合同

import contract

进口合同

indirect contract

间接合同

installment contract

分期合同

international trade agreement

国际贸易协议

international trade contract

国际贸易合同

12.6 Useful Words and Expressions



joint venture agreement

合营协议

licensing agreement

许可证协议

loan agreement

贷款协议

management agreement

经营管理协议

multilateral trade agreement

多边贸易协议

operating agreement

经营协议

partnership agreement

合伙契约

supply agreement

供货合同

to abide by the contract

遵守合同

to alter the contract

修改合同

to annul the contract

废除合同

12.6 Useful Words and Expressions



to approve the contract	审批合同
to break the contract	撕毁合同
to cancel the contract	撤销合同
to carry out a contract	执行合同
to countersign a contract	会签合同
to draft a contract	起草合同
to draw up a contract	拟订合同
to enter into a contract	签订合同
to execute a contract	执行合同
to fulfill a contract	执行合同
to honor the contract	重合同

12.6 Useful Words and Expressions



to implement a contract	执行合同
to make a contract	签订合同
to perform a contract	执行合同
to place a contract	签订合同
to renew a contract	续签合同
to repeat a contract	重复合同
to sign a contract	签订合同
to tear up the contract	撕毁合同
to terminate the contract	解除合同
trade agreement	贸易协议
written contract	书面协议

12.7 Notes



1. 协议(Agreement):是对已经做或准备做的相关事宜, 经过谈判、协商后取得一致意见, 以口头或书面形式做出的约定, 是两个或多个当事人, 为了约定单方责任或相互责任, 就财产权利、利益的转移取得的一致。
2. 销售确认书(Sales Confirmation):是一种比较简单的书面合同, 内容包括买卖双方的名称、地址、货物描述(名称、数量、品种、规格、价格、包装等)、装运期、启运港和目的港、保险条款、支付方式、商品检验等。一般用于金额不大、批次较多的土特产品或轻工产品。
3. 销售合同(Sales Contract):是内容比较全面的书面合同格式。除包括销售确认书的内容以外, 还包括索赔、仲裁、不可抗力等条款。销售合同内详细列明双方的权利和义务以及发生纠纷的处理, 常用于金额较大的交易或大宗商品交易。

12.7 Notes



4. 不可抗力(Force Majeure): 又称人力不可抗拒。所谓不可抗力是指在合同签订以后, 不是由于订约的任何一方当事人的过失或疏忽, 而是由于发生了当事人既不能预见, 又无法事先采取预防措施的意外事故。因不可抗力致使不能履行或不能如期履行合同, 该当事人据此免除其履行合同的责任或允许其延期履行合同。
5. outstanding:商务英语中的意思通常是指“未付款的”。例如: outstanding loans (未偿贷款); I want to clear up all my outstanding debts as soon as possible.(我要尽快还清积欠的各种债务。)

12.8 Practice



1.请把下列协议翻译成汉语，注意体会商务合同的语言特点及其翻译技巧的应用。

APPOINTMENT AS CONTRACT FULL-TIME SENIOR CUSTOMS ADMINISTRATOR

AN AGREEMENT FOR SERVICES made the 1st day of September, 2012 between Company A of Beijing, China(address) (hereinafter referred to as "the Company") as one party and Mr. Smith of London, the UK(address) (hereinafter referred to as the Contractor) of the other party.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:

1. THAT the Company shall ...
2. This agreement shall commence on ...
- 3.
- 4.
- ...

IN WITNESS WHEREOF, both parties set their hands on the date herein mentioned

SIGNED BY (Name):

Designation:

For and on behalf of: (signature)

Contractor:

Designation:

For and on behalf of: (signature)

12.8 Practice



1.请把下列协议翻译成汉语，注意体会商务合同的语言特点及其翻译技巧的应用。

专职高级关税管理员聘任合同

甲方：中国北京A公司（以下称本公司）与乙方：来自英国伦敦的史密斯先生（以下称签约人）于2012年9月1日签署本服务协议。

双方达成协议并声明如下：

1. 本公司将……
2. 本协议自……起执行。
3. ……
4. ……

作为证明，双方于上述日期签字。

签署人名称：

签名：

代理人签名：

签约人姓名：

签名：

代理人签名：

12.8 Practice



2.请翻译下列短语。

(1) by virtue of

因为

(2) at the close of the fiscal year

财务年度末

12.8 Practice



2.请翻译下列短语。

(3) prior to

在.....之前

(4) as regards

关于

12.8 Practice



2.请翻译下列短语。

(5) in effect

有效

(6) in witness whereof

兹证明

12.8 Practice



2.请翻译下列短语。

(7) in quadruplicate

一式四份

(8) the Force Majeure clause

不可抗力条款

12.8 Practice



2.请翻译下列短语。

(9) to enter into a contract

签订合同

(10) null and void

无效

12.8 Practice



3. 请为以下的英文找出对应的中文翻译。

- | | |
|---------------------------|------------------|
| 1. preferential article | a. 合同到期 |
| 2. business premise | b. 合同生效 |
| 3. counterpart | c. 变更 |
| 4. suspension | d. 优惠条款 |
| 5. variations | e. 营业地点, (商业事务所) |
| 6. expire | f. 投保范围 (责任范围) |
| 7. scope of cover | g. 正本 |
| 8. validation of Contract | h. 索赔程序 |
| 9. original | i. 暂停施工 |
| 10. procedure for Claims | j. 副本 |

12.8 Practice



4. 分组实训

以小组为单位共同讨论并翻译下列商务合同。每个小组用PPT上台展示译文及遇到的难点，全班同学一起讨论各组译文的优缺点，最后形成接近统一的译文。

Employee Non-disclosure Agreement

For good consideration, and in consideration of being employed by ____ (company), the undersigned employee hereby agrees and acknowledges:

1. That during the course of my employment there may be disclosed to me certain trade secrets of the company; the said trade secrets consisting but not necessarily limited to:

a) Technical information: methods, processes, formulas, compositions, systems, techniques, inventions, machines, computer programs and research projects.

b) Business information: customer lists, pricing data, sources of supply, financial data and marketing, production or merchandising systems or plans.

2. I agree that I shall not during, or at any time after the termination of my employment with the Company, use for myself or others, or disclose or divulge to others including future employees, any trade secrets, confidential information or any other proprietary data of the Company in violation of this agreement.

12.8 Practice



4. 分组实训

以小组为单位共同讨论并翻译下列商务合同。每个小组用PPT上台展示译文及遇到的难点，全班同学一起讨论各组译文的优缺点，最后形成接近统一的译文。

3. That upon the termination of my employment from the company:

a) I shall return to the Company all documents and property of the Company, including but not necessary limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employment. I further agree that I shall not retain copies, notes or abstracts of the foregoing.

b) The Company may notify any further or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.

c) This agreement shall be binding upon me and my personal representative and successors in interest.

12.8 Practice



5.请翻译下列长句。

- (1) After arrival of the goods at the port of destination, the Buyer shall apply to China Commodity Inspection Bureau (hereinafter referred to as CCIB) for a further inspection as to the specifications and quantity/weight of the goods.

货到目的港后，买方将向中国商品检验局（以下简称商检局）申请对货物的规格和数量/重量进行检验。

- (2) The Seller shall not be responsible for the delay of shipment or non-delivery of the goods due to Force Majeure, which might occur during the process of manufacturing or in the course of loading or transit.

凡在制造或装船运输过程中，因不可抗力致使卖方不能或推迟交货时，卖方不负责任。

12.8 Practice



5.请翻译下列长句。

- (3) Unless otherwise stipulated in the credit, the expression “Shipment” used in stipulating an earliest and/or a latest shipment date will be understood to include the expression “loading on board”, “dispatch” and “taking in charge”.

除信用证另有规定外，用于规定最早及/或最迟装运期的“装运”一词应理解为包括“装船”、“发运”和“接受监管”。

- (4) On the transfer date New Company shall transfer to B, free from any lien or encumbrance created by New Company and without the payment of any compensation, all its right, title to and interest in the infrastructure project, unless otherwise specified in the Agreement or any supplementary agreement.

在转让期，新公司应将对基础设施的权利转让给B公司，新公司不应滞留，也不能要求补偿，除非协议或补充协议中另有规定。

12.8 Practice



5.请翻译下列长句。

- (5) Within 30 days after the signing and coming into effect of this contract, the Buyer shall proceed to pay the price for the goods to the seller by opening an irrevocable L/C for the full amount of USD30,000 in favor of the Seller through a bank at import port.

买方须于本合同签字并生效后三十天内通过进口地银行开立以卖方为收益人的不可撤销信用证支付全部货款30000美元。

- (6) A party may suspend the performance of his obligation if, after the conclusion of the contract, it becomes apparent that the other party will not perform a substantial part of his obligations as a result of: (a) a serious deficiency in his ability to perform or in his credit worthiness; or (b) his conduct in preparing to perform or in performing the contract.

如果订立合同后另一方当事人由于下列原因不履行其大部分重要义务，一方当事人可以中止履行义务：(a) 他履行义务的能力或他的信用；(b) 他在准备履行合同或正在履行合同中的行为有严重缺陷。

12.8 Practice



5.请翻译下列长句。

(7) With respect to those territories to which this Convention is not extended at the time of signature, ratification or accession, each State concerned shall consider the possibility of taking the necessary steps in order to extend the application of this Convention to such territories, subject, where necessary for constitutional reasons, to the consent of the Governments of such territories.

关于签署、批准或者参加本公约的时候，本公约所没有扩展到的地区，各有关国家应当考虑采取的步骤的可能性，以便本公约的使用范围能够扩展到这些地区。但是，如果根据宪法有必要取得当地政府同意时，应照办。

(8) All disputes, controversies, or differences which may arise between the parties, out of or in relation to or in connection with this agreement, or for the breach thereof shall be settled through amicable consultation. If three occasions of consultation fail to settle, Agreements on Mutual Encouragement and Protection of Investment between the Government of the People's Republic of China and the Government of the UK shall apply.

在执行本协议中产生的涉及违约的所有分歧，应经过友好协商加以解决，如经三次以上协商解决无效，应按照《中华人民共和国政府和英国政府关于相互鼓励和保护投资协定》进行处理。

12.8 Practice



5.请翻译下列长句。

- (9) Where, under the contract, the engineer is required to exercise his direction by:
- (a) Giving his decision, opinion or consent, or
 - (b) Expressing his satisfaction or approval, or
 - (c) Determining value, or
 - (d) Otherwise taking action which may affect the rights and obligations of the employer or the contractor, he shall exercise such discretion impartially within the terms of the contract.

- 凡按商务合同规定，要求工程师根据自己的判断做出决定的，工程师自行：
- (a) 做出决定，表示意见或同意，或
 - (b) 表示满意或批准，或
 - (c) 确定价值，或
 - (d) 采取可能影响雇主或承包商权利和义务的行为时，应当在本合同条款规定的范围内，做出公正的处理。

12.8 Practice



5.请翻译下列长句。

(10) Force Majeure (“Excepted Risks”) shall mean an occurrence beyond the control and without the fault or negligence of the party affected including, but not limited to war, hostilities (whether war to be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military usurped power, civil war, strikes, riots, commotion or disorder, earthquakes, or any similar operation of forces of nature as are not within the control of the party affected and which, by the exercise of reasonable diligence, the said party is unable to prevent or provide against.

不可抗力（除风险外）是指当事人不能控制和没有过错或过失的偶然事件，包括但不限于战争、战争行为（无论是否宣战）、侵略、外敌的行动、叛乱、革命、暴动或军事篡权行为、内战、罢工、暴乱、骚乱或混乱、地震或类似的自然力量引起的事件。这些事件是当事人不能控制、或虽通过适当努力亦无法防止或反对的。

12.9 Classic Translation



General Provisions of a Sales Contract 售货合同总则

The sale specified in this Sales Contract shall be subject to the following provisions unless otherwise agreed upon between the Buyer and the Seller. In case of any inconsistency of the terms and conditions between this Sales Contract and any form of contract or order or indent sent by the Buyer to the Seller, (irrespective of its date), the provisions of this Sales Contract shall prevail. If the Buyer resells the goods to, or concludes the transaction as a representative of a third party, the Buyer shall still be responsible, as the Buyer, for the complete performance of all his obligations stipulated in this Sales Contract.

本售货合同订明之销售，除买卖双方另行同意外，应适应下列条款。买方任何其他合约货订单（不论为何日期）与本合同内容如有不符，应以本合同规定为准。买方如转售或代理第三者时仍应作为买方对本合同负完全履行责任。

12.9 Classic Translation



General Provisions of a Sales Contract 售货合同总则

1. FORCE MAJEURE: In case where the Seller fails to ship a part or the whole of the goods within the time of shipment contracted owing to any cause or causes due to force majeure, the part or the whole not yet shipped, as the case may be, shall be cancelled without any obligation on the part of the Seller provided a proper evidence is furnished by the Seller to the Buyer.

1. 不可抗力条款：在合同规定装运期内，如买方由于不可抗力原因致未能装出货物的部分或全部，则未装的部分或全部（依具体情况而定）得以取消，对卖方而言无任何责任。但卖方须向买方提供适当的证据。

12.9 Classic Translation



General Provisions of a Sales Contract 售货合同总则

2. ARBITRATION: Any disputes arising from the contract and in the performance thereof shall be settled by way of amicable negotiation. In case where no amicable settlement can be reached between the Buyer and the Seller, the matter at issue shall be submitted to arbitration to be held in the defendant's country. If the defendant is the Seller, arbitration shall be held in Beijing at China International Economic and Trade Arbitration Commission in accordance with its Rules of Arbitration. The award made by the said Commission shall be final and binding on both the Buyer and the Seller.

2. 仲裁条款：有关本合同及其执行方面的争议，将通过友好协商解决。如有关双方未能取得友善解决时，所争议之事须在被告国提交仲裁。如被告为卖方，则在北京中国国际经济贸易仲裁委员会按照该会的仲裁规则进行仲裁。该会的裁决是终局的，对买卖双方均有约束力。

12.9 Classic Translation



General Provisions of a Sales Contract 售货合同总则

3. This sale is based on shipping weight and quality to be certified by and subject to the inspection certificate issued by China Commodity Inspection Bureau.

3. 售货系基于装运品质及重量，以中国商检局出具的检验证明为最后依据。

4. PARTIAL SHIPMENT CLAUSE: Each shipment is to be deemed as a separate contract, late or non-delivery of which shall not affect the remainder.

4. 分批装运条款：每批装运应视为单独的合同，其中一批迟交或未交不影响其余各批。

5. All terms and conditions contained in this Sales Contract are to be deemed as final and the terms and conditions as well as wordings to be specified in the Letter of Credit shall be strictly in conformity with those designated in this Sales Contract.

5. 全部交易条款以本售货合同所规定内容为最后依据。信用证内规定的条款及词句必须 与本合同所规定内容严格符合。