

单证综合辅导:英文合同相关翻译对照(2) PDF转换可能丢失图片或格式, 建议阅读原文

https://www.100test.com/kao_ti2020/271/2021_2022__E5_8D_95_E8_AF_81_E7_BB_BC_E5_c32_271244.htm C. 香港CONTRACT

CONTACT 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 according to the terms and

conditions. 1. NAME OF COMMODITY AND SCOPE OF THE CONTRACT 2. PRICE 3. PAYMENT 译 4. PACKING 5. IN

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

_____ By: _____ By: _____

Date:----- Date:----- THE

END USER _____ By: _____ Date:

----- - _____ 比起前两个合同, 该买卖合同的不同

之处在于, 合同开头出现了合同编号和签署日期, 当事人名称或姓名采用简单列举式。证明部分用完成时被动态, 最后落款处

SIGNED BY项目, 但增加了最终用户一项。 D. 日本 SERVICE AGREEMENT This agreement is made and entered

into on March 1st, 2001, by and between _____ LTD (hereinafter referred to as "PARTY A"), and _____ CO., LTD. ((hereinafter referred to as "PARTY B")

WITNESSTH: WHEREAS, PARTY B has requested by PARTY A to dispatch its personal for the purpose of

_____ to PARTY b. and WHEREAS, (PARTY A is willing to

dispatch its personnel to PARTY B in response to such PARTY B's request) NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows: 1. 2. 3. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first hereinabove written. _____

Ltd. _____ Co., Ltd. (signature) (signature) MANAGING DIRECTOR MANAGING DIRECTOR

该合同也由四大部分构成，与上述合同最大的不同在于，在叙述部分上端加了一个WITNESSETH（鉴于），最后落款处也没有SIGNED BY项目，但授权签字代表的职位直接打出来，放在签字的下一行。另外，当事人的简称部分用的都是大写。相比之下，英文合同除个别地方外，整个合同的段落排列，句式和用词大同小异。在草拟英文合同时，只要仿用上述任何一个，都算是地道的英文表达。用词特点(formal term) 合同英语的用词极其考究，具有特定性。要求选词专业化（professional）、正式（formal）、准确（accurate）。具体体现在下列方面：1. May, shall, must, may not (或shall not) 的使用，May, shall, must, may not (或shall not)对学过英语的人再熟悉不过，但在合同中用这些词时要极其谨慎。权利义务的约定部分构成了合同的主体。这几个词如选用不当，可能会引起纠纷。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（应当做什么时候），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）。May do不能说成can do，shall do, 不能说成should do 或ought to do，may not do 在美国一些法律文件可以用shall

not , 但绝不能用can not do或must not) 例如 , 在约定解决争议的途径时的 , 可以说The parties hereto shall, first of all, settle any dispute arising from or in connection with the contract by friendly negotiations.Should such negotiations fail, such dispute may be referred to the Peoples 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.

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