

外销员外贸外语辅导：涉外商务英语合同应注意的七个方面
外销员考试 PDF转换可能丢失图片或格式，建议阅读原文
https://www.100test.com/kao_ti2020/645/2021_2022__E5_A4_96_E9_94_80_E5_91_98_E5_c28_645644.htm 涉外商务英语合同的语言特色体现在以下几个方面：第一部分、用词方面 多用正式或法律上的用词，与口头表述不同，合同是法律性的正式书面文件，使用正式的、法律的用词是必要的。合同起草者应多加强这方面的学习。比如：1、 At the request of Party B, Party A agrees to send technicians to assist Party B to install the equipment. 应乙方要求，甲方同意派遣技术人员帮助乙方安装设备。 assist 较 help 正式；2、 The personnel shall not to partake in any political activities in Iraq. 所有人员不得参加伊拉克国内的任何政治活动。 partake in 较 take part in 正式；3、 The Employer shall render correct technical guidance to the personnel. 雇主应该对有关人员给予正确技术指导。 render 较 give 正式；4、 Party A shall repatriate the patient to China and bear the cost of his passage to Guangzhou. 甲方应将病人遣返中国并负责其返回广州的旅费。 repatriate 较 send back 正式；5、 This Contract shall be governed by and construed in accordance with the laws of China. 本合同受中国法律管辖，并按中国法律解释。 construe 较 explain, interpret 正式；6、 The Employer may object to and require the Contractor to replace forthwith any of its authorized representatives who is incompetent. 雇主认为承包人委派的授权代表不合格时，可以反对并要求立即撤换。 require 较 ask 正式；公文体 forthwith 较 at once 正式；7、 The Chairperson may convene an interim meeting based on a proposal made by one-third

of the total number of directors. 董事长可以根据董事会过1/3董事的提议而召集临时董事会议。 convene, interim 都是正式用词。 8、 In case one party desires to sell or assign all or part of its investment subscribed, the other party shall have the preemptive right. 如一方想出售或转让其投资之全部或部分，另一方有优先购买权。 法律用词assign 较 transfer 正式。 9、 In processing transactions, the manufacturers shall never have title either to the materials or the finished products. 加工贸易中，厂方无论是对原料还是成品都无所有权。 法律用词title 较 ownership 正式。 10、 The term "Effective date" means the date on which this Agreement is duly executed by the parties hereto. “生效期”指双方合同签字的日子。 法律用词execute 较 sign 正式。 第二部分、用词方面多使用"here", "there", "where"等前缀，下面这么多是不是有点头昏眼花？初学时确实容易搞混，告诉你个小窍门，here 代表 this，there 代表 that，where 代表 what/which，就容易记多了。 hereafter = after this time. 今后 hereby = by means/reason of this. 特此 herein = in this. 此中，于此 hereinafter = later in this contract. 在下文 thereafter = afterwards. 此后，后来 thereby = by that means. 因此；由此；在那方面 therein = from that. 在那里；在那点上 thereinafter = later in the same contract. 以下；在下文 whereby = by what. by which. 由是；凭那个 wherein = in what. in which. 在哪里；在哪点上 第三部分、用词方面多用"shall"代替"will"或"should"加强语气和强制力。合同中，shall并非单纯表示将来时，而常用来表示法律上可强制执行的义务，具有约束力，宜译为“应”、“应该”、“必须”；will无论语气还是强制力要比shall弱，宜译为“将

”、“原”、“要”；should通常只用来表示语气较强的假设、比如“万一”。

- 1、This Contract shall become effective upon and from the date on which it is signed. 本合同签字生效。
- 2、This Contract shall be written in English in four copies. Each party shall keep two copies. 本合同应以英文写成，一式四份，双方各持两份。

第四部分、用语方面

- 一、力求严谨，明白无误：
 - 1、The following documents shall be deemed to form and be read and construed as an integral part of this Contract. 下列文件应被认为、读作、解释为本合同的组成部分；
 - 2、This Contract can only be altered, amended or supplemented in accordance with documents signed and sealed by authorized representatives of both parties. 本合同只能按照双方授权代表签名盖章的文件进行修改或增补；
 - 3、All activities of ABC Co. shall be governed by the laws, decrees and pertinent rules and regulations of China. ABC公司的一切活动必须受中国的法律、法令和有关规章条例的管辖。
- 二、多用主动语态，少用被动语态：
 - 1、Party B is hereby appointed by Party A as its exclusive sales agent in Singapore. (不宜) 乙方被甲方委托为在新加坡的独家销售代理商；
 - 2、Party A hereby appoints Party B as its exclusive sales agent in Singapore. (适宜) 甲方委托乙方为在新加坡的独家销售代理商；
- 三、多用现在时，少用将来时，尽管很多条款规定的是合同签订以后的事项：
 - 1、Licensee may terminate this Contract 90 days after a written notice thereof is sent to Licensor upon the happening of one of the following events: 当有下列事件之一发生，被许可人提前90天向许可人发送书面通知后，可以终止合同：
 - 2、Licensor becomes insolvent or a liquidator of Licensor is

appointed. 许可人无力偿付债务或其破产清算人以被指定； 3、 The patent described in Article 2 is not issued within 30 days from signing this Contract. and 第二条规定的专利未在签约后30天之内发布； 4、 Licensor fails to perform its obligations under this Contract. 许可人未能履行其合同义务。

四、直接表达方式用得更多，间接表达方式用的较少：

1、 This Article does not apply to bondholders who have not been paid in full. （用得少）本条款不适用于尚未全部偿付的债券持有者。

2、 This Article applies only to bondholders who have been paid in full. （用得更多）本条款只适用于已全部偿付的债券持有者。

五、尽量使用一个动词，避免使用“动词名词介词”的同意短语：

1、 Party A shall make an appointment of its representative within 30 days after signing the Contract. 甲方应于签约后30天内指派其授权代表。宜用appoint代替 make an appointment of.

2、 Party A will give consideration to Party B ' s proposal of exclusive agency. 甲方愿意考虑乙方独家代理的建议。宜用consider代替 give consideration to.

第六部分、下列特殊用语使用频繁

一、 WHEREAS 鉴于正式而重要的合同，尤其是英美法系的合同，多用它在前文中引出签约背景和目的，起连词作用： WHEREAS the Employer is desirous that manpower can be rendered available for the construction of High-Rise Residential Complex in Baghdad, Iraq. 鉴于雇主欲请劳动力建造伊拉克巴格达的高层住宅综合大楼； WHEREAS the Contractor is desirous to provide the manpower for the Works. 鉴于承包人想为此工程提供劳动力；

二、 WITNESS 证明 在合同前文中常用作首句的谓语动词： This Agreement, made by ... WITNESSES WHEREAS..., it is agreed as

follows: 本协议由.....签订证明：鉴于.....特此达成协议如下：
： IN WITNESS WHEREOF 作为所协议事项的证据，该短语常用于合同的结尾条款： IN WITNESS WHEREOF, the parties have executed this Contract in duplicate by their duly authorized representatives on the date first above written. 作为所协议事项的证据，双方授权代表于上面首次写明的日期正式签订本协议一式两份。三、 IN CONSIDERATION OF 以.....为约因/报酬约因是英美法系的合同有效成立要件之一，没有则合同不能依法强制履行。但是，大陆法系的合同则无此规定。 Now Therefore, in consideration of the premises and the covenants herein, contained, the parties hereto agree as follows: 兹以上述各点和契约所载条款为约因，订约双方协议如下： In consideration of the payment to be made by Party A to Party B, Party B hereby covenants with Party A to complete the building in conformity with the provisions of the Contract. 乙方特此立约向甲方保证按合同规定完成工程建设，以取得甲方所付的报酬。四、 NOW, THEREFORE 兹特 此短语用于WHEREAS条款之后引出具体协议事项的常用开头语，并与其后hereby的结合。如果无HEREAS条款，则本短语可省略： NOW, THEREFORE, it 's hereby agreed and understood as follows ; 兹特协议和谅解如下： NOW THESE PRESENTS WITNESS 兹特立约为据，本句话也是用于WHEREAS条款之后引出具体协议事项。五、 PRESENTS = the present writings 是主语， WITNESS是谓语： NOW THESE PRESENTS WITNESS that it is hereby agreed between the parties hereto as follows: 兹特立约为据，并由订约双方协议如下：六、 IN THE PRESENCE OF 见证人本短语只在

有见证人时使用在订约双方当事人签名的下方由见证人签名作证，一般是相关的律师（Attorney）或公证处（Notary Public）：IN THE PRESENCE OF the parties hereto have hereunder set their respective hands and seals: 作为协议事项的证据，订约双方各自签名盖章如下：第七部分、其他短语 For and on behalf the first Party（甲方代表）：The EMPLOYER（雇主）... Capacity（职位）... In the Presence of（见证人）... Capacity（职位）... Address（地址）... For and on behalf of the Second party（乙方代表）：The CONTRACTOR（承包人）... Capacity（职位）... In the Presence of（见证人）... Capacity（职位）... Address（地址）.... 欢迎进入：2010年外销员课程免费试听 点击进入免费体验：百考试题外销员在线考试中心 更多信息请访问：百考试题论坛外销员 100Test 下载频道开通，各类考试题目直接下载。详细请访问 www.100test.com