

ENGLISH CONTRACT TRANSLATION(2)

Although the specific content of English contracts is ever-changing, it belongs to written language, thus, it subjects to certain formats and specifications. When reading English Contract, a lot of fixed sentences and combinations can be seen. Here, some common contract terminologies are listed as follows, available for beginners.

26) **be deemed** □□□

The English text of this contract shall *be deemed* the original.

27) **causes or reasons** □□

Neither party shall cancel the contract without sufficient *causes or reasons*.

28) **next of kin** □□□□□

In case of an emergency involving serious illness, accident or death of the employee, employer shall notify employee's *next of kin* immediately.

29) **refrain from** □□

Both Parties should abide by the contract and should *refrain from* revising, cancelling, or terminating the contract without mutual consent.

30) **both versions being equally valid** □□□□□□□□□□

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This contract is made out in English and French, *both versions being equally valid.*

31) joint venture □□□□

The full name of the *joint venture* is Dong Fang Limited Liability Company, abridged as Dong Fang Co., Ltd.

32) in proportion to □...□□

The profits, risks and losses of the joint venture shall be shared by the parties *in proportion to* their contributions of the registered capital.

33) assign □□

When one party to the joint venture *assigns* all or part of his investment, the other party has preemptive right.

34) submit □□

In case no settlement can be reached, the case under dispute may then be *submitted* for arbitration.

35) in the event of □□

In the event of Seller's failure to fulfill this duty, the Purchase shall reserve the right to cancel the contract.

36) set forth □□

Nothing *set forth in* Section 5 or Section 6 affects the right to serve process in any other manner permitted by Law.

37) relief □□

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Either party is entitled to seek from any court having jurisdiction any interim or provisional *relief* that is necessary to protect the rights of property of that party.

38) preemptive □□□

When one party intends to assign all or part of its investment subscribed, the other party shall have the *preemptive* right to receive or buy it in.

39) warrant □□

Each of the parties makes *warrants* concerning the quality and completion of the installation works to the other party as follows:

40) whereas □□

Whereas, Distributor is desirous of becoming a distributor of the Products.

41) binding □□□□□

This is the final arbitration award And now you can see her first music video for the song “Melodies”, and in this clip, she starred in the episode [justin bieber chat room](#) movie never say never. and *binding* on both Contracting Parties.

42) arbitration □□

The *arbitration* shall take effect in 15 days after its issue.

43) stipulate □□

If Party B fails to dispatch the Documentation within the *stipulated* period to the contract, Party B shall pay to Party A in the following rates:

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44) claim □□□□□□

The buyer shall make a *claim* against the seller on the basis of the documents at hand and the investigation of the merchandise received.

45) lodge □□

The buyer shall have the right to lodge a claim against the seller for lesser amount of the filling and the impurity of the elements therein....

46) infringement □□

If any *infringement* being found, Agent shall be held responsible to undertake all reliabilities thereafter.

47) Exclusive Agent □□□□

Party A hereby appoints Party B as its *Exclusive Agent* in marketing the ball bearings and needle bearings supplied by Party A within the three years starting 2009 to 2011.

48) attributable to □□□

The underwriter shall be held responsible for any and all damages and losses attributable to the types of natural disasters and/or calamities on the ocean routes.

49) thereof □□

In witness thereof, this contract is signed by both the COSCO Ningbo Branch and Fashion & Forward Company.

50) duly signed □□□□□□

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The agreement, when duly signed by the parties concerned, shall remain in force for the years to be effective as from 2010 to 2012.

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