Research on Stylistic Features of the English International Business Contract

QIONG LIU

ABSTRACT

Business contract, which has distinctive stylistic features, is a kind of transaction documents widely used in sales, technical cooperation and transfer and other commercial activities. The distinctive stylistic features and the characteristics of commerce and formality it presents make its practical application become wider and it also solves many obstacles in the use of contracts. Based on the stylistic theory, the stylistic features and relevant principles of the English business contract are discussed in the light of the legal characteristics of contracts in this paper.

KEYWORDS
International business contract; stylistic features; research

INTRODUCTION

Contract is a kind of indispensable text documents in the modern commercial society, which plays a role in regulating commercial behavior and promoting commercial income. It is applied in a variety of social commercial activities, including product sales, technology transfer, engineering projects, labor dispatch, leasing, contracting, etc. With the rapid integration and globalization of the global economy, the international commercial intercourse is enlarged and the transaction demands are expanded, which also brings some opportunities for the emergence of the English business contract. As the English business contract involves lots of cultural and economic contents, it puts forward high requirements for the writing style of contracts, so as to form a business standard.

VOCABULARY FEATURES OF THE ENGLISH BUSINESS CONTRACT

Extensive use of technical terms

The use of technical terms in a business contract can enhance the normalization and professionalism of the contract, which can be attributed to that there are some unique expressions in a discipline or field. At present, the application of professional terms can clearly be found in the law, economy, logistics, insurance and other different areas, specifically such as Electronic Commerce (电子商务, short for EC), bundling (捆绑式销售), documentary collection (跟单托收), general average (共同海损), and so on.
Technical terms are also extensively used in sentences. For example, within the validity period of contract, licensee shall not disclose know-how to any third party without prior written consent of licensor (在合同的有效期内，未经书面许可，许可人不得将专有技术泄漏给第三方). The expression “know-how” has relatively professional meaning of in this sentence, which refers specifically to the production and use of licensed products. The use of professional terms largely solves the inconvenience of business connection and information confirmation realized by contract in the same industry. Because of the use of technical terms, a contract has obvious differences with others in different industries.

**Frequent use of archaic words**

As the business contract is a kind of legal documents, it has not only rigorous structure but also high degree of logical continuity and conceptual accuracy. The archaic words are commonly used in the English business contract, and that is because they are solemn and formal. For example, adverbs like “here, there and where” can become some new words like “thereof, hereinbefore, whereto, whereby” after they are added by, in, of and other prepositions.

For examples: during the period from the date of effectiveness to the termination of the contract, the two parties hereto shall convene every year to discuss problems in the execution of the Contract.

Translated text: 在本合同有效期之内，双方应该每年正式举行一次会晤，以便讨论本合同在履行期间具有的问题。

**Frequent use of abbreviations**

Abbreviations are also used frequently in the English business contract, which can reduce the frequent writing of complex words and make the text concise, fluent and easy to be remembered. Common abbreviations occur in the contract text of almost every industry, such as DEQ (Delivered Duty unpaid 未完税交货), C2C (Customer to Customer 客户对客户), and so on.

**CHARACTERISTICS OF SENTENCES IN THE ENGLISH BUSINESS CONTRACT**

The legal status of the contract determines that it is not in the discussion of the feasibility of problems but to stipulate what the contracting parties should do. Thus sentences generally used in the English business contract are declarative sentences, rather than interrogative sentences, imperative sentences and other types of sentences. And in order to ensure that the contents of the contract or agreement terms are clear and accurate and can play a good regulatory role to the both parties, there is nearly no simple sentence or omitted sentence in the contract, but mainly the long and short sentence.

**The extensive use of the declarative sentence**

The use of the declarative sentence also has different purposes in different types of contracts. In general, the English declarative sentence in international business
contracts generally focuses on the description of the rights and obligations of both parties. The language is plain and objective, with less demand for the expressions of personal feelings and without rendering a colorful language environment. For example, eBay achieves a wide range of information on the site; in the engine classification list; there are many types and a large number of goods for buyers of the buyer search reference. When the buyer input the goods they want to buy, eBay can also recommend the relevant network links, or related advertising. In the above contract between eBay and its suppliers, brief declarative sentences are used to highlight some specific things that the eBay wants their website suppliers to do; there is no imperative sentence to express compulsive mood or interrogative sentence to express the question mood, making the contract itself serious.

The extensive use of the long sentence and short sentence

The long sentence and short sentence, which takes the length as the standard of sentence division, are sentence structures very common in English text. The structure of the English sentence in the business contract is much more complex in terms of its length and the continuity of the use of clauses. The use of complete long sentences in the commercial contract can make the contract parties have a clear understanding of their rights and obligations, without any misinterpretation and misunderstanding of the meaning of the original sentence caused by sentences division and other factors. The adverbial and attributive can well embellish the subject of a sentence, and thus it can be seen that the extensive use of long sentences of which the structure is plentiful and without defective in the contract text has a good effect on reducing conflicts and disputes caused by the grammar and syntax of the contract itself.

The use of long sentences helps to indicate the content of the contract clearly and clearly. For example: No concurrent contract involving the area or period covered in this contract has been or will be entered into by the Seller without the written consent of the Purchaser (卖方没有买方的书面同意, 本合同涉及的区域或期限的并发合同已经或将会由卖方签订). In this sentence, the contracting parties use a long sentence to clearly and explicitly stipulate the relevant area and period of concurrent contract between the seller and the buyer.

The inclusion of attributive clauses in long sentences will make the subject of the sentence strengthened and exclude the possibility of being misunderstood. For example, the quantities, prices and shipments of the commodities stated in this Agreement shall be confirmed in each transaction, the particulars of which are to be specified in the Sales Confirmation signed by the two parties hereto (订单的确认 Confirmation of Orders. 本协议所规定商品的数量、价格及装运条件等, 应在每笔交易中确认, 其细目应在双方签订的销售协议书中作出规定). The contract concerning the sale of the goods between the buyer and the seller clearly indicates the responsibility that the parties should undertake in each transaction. The inexistence of ambiguity is helpful to regulate business activities.
The extensive use of adverbial clauses and object clauses

In order to emphasize the contents to which the contracting parties should pay special attention such as time and conditions, the adverbial clause of condition, adverbial clause of time and adverbial clause of place are often used to strengthen the emphasis on specific clauses. For example, If the technical documents are found lost, damaged or mutilated during air transportation, Party B shall supply Party A free of charge with a second set of the documents within the shortest possible time but not later than thirty days after it has received from Party A the written notice (若技术资料在空运中丢失、损坏、缺损或短缺,乙方须于收到甲方的书面通知后30天内尽快免费向甲方重新邮寄该技术资料一份). The adverbial clause of time in this sentence specifies the compensation behavior that Party B should performance in the event of a problem with the goods.

Here is another example: This Agreement, after its being signed by the parties concerned, shall remain in force for 7 days from 2017.8.7 to 2017.8.14. If either Party wishes to extend this Agreement, he shall notice, in writing, the other party one month prior to its expiration. (协议有效期指“Validity of Agreement” here. 本协议经双方签字后生效,有效期为7天,自2017.8.7至2017.8.14。若一方希望延长本协议,则须在本协议期满前1个月书面通知另一方,经双方协商决定。)

The translation principle of the English business contract

The translation of the English business contract should be based on the contents of the contract itself and the cultural background of the two contracting parties. In order to avoid ambiguities and losses caused improper translation, it is needed to follow the following principles in the process of translation:

Faithful and exact expressions

The contract, as an agreement representing the interests of both parties and having legal effects, represents the determination and execution of the transaction by both parties, it is an important principle of English business contract translation to accurately translate the contract to make the treaty contents present the interests and demands of both parties is well. The accuracy of contract words must be improved to avoid the distortion of meaning caused by improper translation. For example, in the translation of the word “条款”, it is necessary to clarify the use of “formal” as a condition (条件) and a clause (条款) in different contexts. For another example, “正式批准” should be translated as “official approval”. Moreover, special attention should be given to the exact and serious translation of some error-prone expressions, including the time, quantity, unit, etc.

The fluent and concise expression

The expressional fluency refers to that the translator can display expressions of a contract accurately in Chinese while reducing the semantic redundancy and the misuse of words. In modern business contract translation, expressional fluency is the basic principle requirement and also the important characteristic of a qualified contract. Although it is easy to achieve expressional fluency in Chinese contracts, the semantic
redundancy caused by irrelevant grasp of main points is very common in the inter-
translation. This can be attributed to that the English sentence structure is long and
loose while the Chinese sentence is characterized by short and concise. Therefore, in
the process of translating English business contracts, it is necessary to read and edit the
original English text in a corresponding way and to extract the useful information and
split it into several parts for Chinese translation, so as to maximize the accuracy of the
translation of English business contracts.

CONCLUSION

In conclusion, this paper focuses on the study of the writing style of the
international business contract English from two aspects: the vocabulary and sentence
structure. From the perspective of vocabulary characteristics, the wording of the
international business contract English is refined, accurate and the expressions are
more rigorous. On the other hand, the good combining application of the long
sentence and short sentence makes the both parties have a better understanding of the
obligations and rights stipulated in the contract. The change of the writing style is
generated by the characteristics of the contract text itself. But such kind of writing
style makes the legitimate interests of the parties stipulated in the contract get better
protection.

REFERENCES

1. Wang Chunlan. English Cohesive Methods and Characteristics in International Business Contracts
2. Li Jiangchun. Retalking about Business English Language and Stylistic Features [J]. Science &