



**KAUNAS UNIVERSITY OF TECHNOLOGY  
FACULTY OF SOCIAL SCIENCE, ARTS AND HUMANITIES**

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**TRANSLATION OF LEXICAL UNITS IN LEGAL CONTRACTS  
FROM LITHUANIAN INTO ENGLISH**

Final project for Master degree

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**KAUNAS, 2017**

**KAUNO TECHNOLOGIJOS UNIVERSITETAS**  
**SOCIALINIŲ, HUMANITARINIŲ MOKSLŲ IR MENŲ FAKULTETAS**

**LEKSINIŲ VIENETŲ VERTIMAS IŠ LIETUVIŲ KALBOS Į ANGLŲ  
KALBĄ TEISINĖSE SUTARTYSE**

Baigiamasis magistro projektas

**Technikos kalbos vertimas ir lokalizacija (kodas 621U60002)**

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(2017 05 25)

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(2017 05 25)

**KAUNAS, 2017**

KAUNO TECHNOLOGIJOS UNIVERSITETAS  
SOCIALINIŲ, HUMANITARINIŲ MOKSLŲ IR MENŲ FAKULTETAS

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(Studento Vardas Pavardė)

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(Studijų programa, kursas)

Baigiamojo projekto „Leksinių vienetų vertimas iš lietuvių kalbos į anglų kalbą teisinėse sutartyse“

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Albrikaitė, Monika. Leksinių vienetų vertimas iš lietuvių kalbos į anglų kalbą teisinėse sutartyse. Magistro baigiamasis projektas/ vadovas doc. dr. Ramunė Kasperavičienė; Kauno technologijos universitetas, Socialinių, humanitarinių mokslų ir menų fakultetas.

Mokslo kryptis ir sritis: 04H Filologija

Reikšminiai žodžiai: *leksiniai vienetai, teisinės sutartys, vertimas, vertimo strategijos*  
Kaunas, 2017. 56 psl.

## SANTRAUKA

Per paskutinius keletą dešimtmečių itin paspartėjo globalizacijos procesai, o kartu su jais naują formą įgavo politika bei ekonomika, itin sustiprėjo tarp valstybiniai ir net tarp žemyniniai verslo santykiai. Šie globalūs reiškiniai yra paremti daugiakalbiu bendravimu ir apibrėžti teisinėmis ribomis, todėl tarptautinė teisė ir teisiniai vertimai įgavo naują svarbą. Dėl įvairių tarptautinių politinių bei ekonominių sąjungų, kurių dėka galimas produktyvesnis verslo santykių vystymasis, ypač išaugo teisinių sutarčių vertimo paklausa.

Teisinės srities vertėjams tenka finansinė ir moralinė atsakomybė, siekiant užtikrinti verčiamų sutarčių lygiavertiškumą bei aiškumą. Vis dėlto, daugiausia sunkumų kyla dėl kalbų ir teisinių tradicijų skirtumų, kurie nulemia neatitikimus tarp sutarties originalo ir vertimo. Turint omenyje šiuos reikšmių neatitikimus, kyla **pagrindinis klausimas**, ar toks vertimas turi tokią pačią juridinę galią kaip ir originalas. Atsižvelgiant į šiuos skirtumus vertimuose, buvo iškeltas **pagrindinis šio darbo tikslas** – išanalizuoti tam tikrų leksinių vienetų vertimą iš lietuvių kalbos į anglų kalbą teisinėse sutartyse. Siekiant visiškai įgyvendinti šį tikslą, užsibrėžti keturi tiksliniai **darbo uždaviniai**: apžvelgti ir analizuoti mokslinę literatūrą, susijusią su pagrindiniais sutarčių leksiniais vienetais ir jų vertimo strategijomis; išrinkti lietuviškų probleminių leksinių vienetų ir jų angliško vertimų pavyzdžius iš įvairių teisinių sutarčių; išanalizuoti surinktų pavyzdžių vertimo tendencijas sutartyse, atliekant palyginamąją ir aprašomąją analizę; išanalizuoti surinktus pavyzdžius pagal jų vertimo strategijas, siekiant išsiaiškinti, kuri strategija yra tinkamiausia leksinių vienetų vertimui teisinėse sutartyse. Kaip matyti iš pateiktų darbo tikslų, pagrindinis šio **darbo objektas** yra specifiniai problematiniai lietuviški leksiniai vienetai, egzistuojantys įvairiose teisinėse sutartyse, ir jų ekvivalentūs vertimo vienetai anglų kalba.

Pirmiausia buvo atlikta literatūros apžvalga lietuvių ir anglų kalbomis. Darbe remtasi lietuvių ir užsienio autorių moksliniais straipsniais, publikacijomis bei knygomis. Visa teorinė darbo

dalį padalinta į penkis skyrius: „1.1. Globalizacija ir teisinė kalba“, „1.2. Teisinis vertimas“, „1.3. Teisinių tekstų tipai“, „1.4. Leksinių vienetų vertimo strategijos teisiniuose tekstuose“, „1.5. Pagrindinės teisinio leksikono vertimo problemos“. Paskutinis skyrius padalintas į šešis poskyrius: lotyniški žodžiai, prancūziški žodžiai, techniniai terminai, pusiau techniniai terminai, dubletai ir tripletai bei pleonazmai.

Siekiant surinkti kuo įvairesnių pavyzdžių, buvo kreiptasi į keletą skirtingų vertimų biurų Kaune, Vilniuje, Klaipėdoje ir Panevėžyje ir surinkta įvairių rūšių teisinių sutarčių lietuvių kalba kartu su vertimais į anglų kalbą. Iš viso surinkta 916 probleminių leksinių vienetų lietuvių kalba ir jų vertimų į anglų kalbą. Tyrimo metodologija buvo pagrįsta prancūzų kilmės lingvistų J. P. Vinay ir J. Darbelnet pasiūlytomis vertimo strategijomis: 1) skoliniai; 2) kalkė; 3) pažodinis vertimas; 4) transpozicija; 5) moduliacija; 6) ekvivalentiškumas; 7) adaptacija, kadangi šios strategijos išlaikyti funkcinę vienetų vertę. Remiantis lyginamąją ir aprašomąją analizėmis, buvo išanalizuoti ir palyginti leksiniai vienetai, jų vertimai ir reikšmių kaitos niuansai. Pasitelkus kiekybinę analizę buvo nustatyta, kuri vertimo strategija yra tinkamiausia leksinių vienetų vertimui sutartyse, geriausiai perteikia šių leksinių vienetų prasmę ir neleidžia pažeisti sutarties juridinės galios.

Atlikus tyrimus aprašomuoju, palyginamuoju ir kiekybiniu metodais išsiaiškinta, kad dažniausiai pasitaikantys ir daugiausia netikslumų sutarčių vertime keliantys leksiniai vienetai yra techniniai terminai ir jų subkategorija, nusakanti teisinių dokumentų pavadinimus bei dubletai ir tripletai. Rečiausiai pasitaikančios leksinių vienetų grupės yra lotyniški žodžiai ir pleonazmai. Išanalizavus visų surinktų leksinių vienetų vertimus ir palyginus pasirinktas strategijas, paaiškėjo, kad tinkamiausios strategijos leksinių vienetų vertimui teisinėse sutartyse yra pažodinis vertimas ir moduliacija, o netinkamiausiomis strategijomis pripažintos ekvivalentiškumas ir adaptacija. Galiausiai, palyginus rezultatus, paaiškėjo, kad, atsižvelgiant į vertimo situaciją ir pasirinkus tinkamiausią vertimo strategiją, įmanoma išlaikyti pilną ir nepažeistą juridinę sutarties galią.

Albrikaitė, Monika. *Translation of Lexical Units in Legal Contracts from Lithuanian into English: Master's thesis* in Translation and Localization of Technical Texts/ supervisor assoc. prof. Ramunė Kasperavičienė. The Faculty of Social Sciences, Arts and Humanities, Kaunas University of Technology.

Research area and field: 04H Philology

Key words: *lexical units, legal contracts, translation, translation strategies*  
Kaunas, 2017. 56 pages.

### SUMMARY

In the last few decades, the process of globalization happening faster than before and, as a result, politics and economy entered a new level and international and intercontinental relations of business became stronger. These global phenomena are based on the multilingual communication and they are defined by legal boundaries; this is why the international law and legal translations now is on top. The demand of translation of legal contract have been growth because of many different international political and economic unions that make the progress of business relation going much faster.

Legal translators must take financial and moral responsibilities in order to ensure an equality and precision between translated legal contracts. However, different languages and traditions of law cause mostly of issues in translation of legal contracts. In accordance with these issues, the main problematic questions is does a translated legal contract retain the same legal value as original. In accordance with these issues, the main **aim of this work is** to analyse the main legal lexical issues in the translation of contracts from the Lithuanian language into the English language. In order to achieve the aim of this work, the four goals were set: to make a theoretical overview of literature on legal lexical units occurred in legal contracts; to identify and select problematic lexical units from various contracts translated from the Lithuanian language into the English language; to carry out descriptive and comparative analysis of translations of problematic lexical units in legal contracts; to determine which translation strategy of lexical units is the most appropriate for translation of legal contracts. As these goals show, **the object of this work** is the specified problematic Lithuanian lexical units, existing in in various legal contracts, and the English equivalents of these units.

The theoretical overview of literature on lexical units and translation strategies was done. Many academic papers of Lithuanian and foreigner scholars were used in this work. The theoretical part is divided into five groups: 1.1.Globalization and legal language; 1.2. Legal translation; 1.3.Types of legal texts; 1.4.Translation strategies of lexical units in legal texts; 1.5. The main issues of translation

of legal lexicon. This last one group is divided into six subcategories: words from Latin; words from French; technical terms; Semi-technical terms; Doublets and triplets and Pleonasms.

In order to collect many various examples, few different translation offices were contacted and many different legal contracts with translations were collected. Altogether, 916 examples of Lithuanian lexical units with translation of English were collected. The part of analysis was based on two French scholars Vinay and Darbelnet and the strategy of translation they proposed. These strategies are 1) borrowing; 2) calque; 3) literal translation; 4) transposition; 5) modulation; 6) equivalence; 7) adaptation. The comparative method focuses on translations of problematic lexical units and the shifts of meanings. The quantitative method focuses on the translations strategies and allow to determine which strategy is the most appropriate.

The analysis revealed that the most the most common group of the problematic lexical units of the Lithuanian language is the technical terms and its subcategory of terms that indicate legal documents. The words from Latin and pleonasms were indicated as the most unusual group. The strategy of literal translation is the most common for strategy. If the proper strategy of translation is chosen, in accordance with a particular situation of translation, the texts of legal contract of SL and TL can be equivalent and translated legal contracts retain the same legal value after a translation.



## INTRODUCTION

In the era of globalization, the international trade, working and communication are the top issues. All of them have to be defined and confirmed by the law. However, the national law and the legal system is a result of the historical, political and cultural development of its nation. Legal texts are related to this development and reflect the complexity of the legal, political, administrative and social systems of the particular nation. As a result, a translator takes a big challenge and responsibility to produce the translated text as precise, understandable and legally valid as the source text. With further development of the international economic integration, legal translation become increasingly important to the fact that translated and appropriate legal document is necessary in nearly all international activities in trade, finance and investment. However, among the problems caused by legal translations, that of inadequacy between an original text and a translation is the main one which creates many disputes. The main issue of legal translations are to find an exact lexical equivalent and do not lose the message of the source language as it might cause huge financial damages.

The legal language is extremely fossilized and strict, it has traditional rules and is based on the old precedents of previous legally cases. As a result, legal translation is one of the most difficult kinds of translation as there are many differences between legal systems of countries and different legal languages. The rules of legal translation requires to translate every word of a document and find an equivalence for every lexical unit, in order to make a text of source language and target language legal equally and valid. As a result, **the main problematic questions** are: does every specific lexical unit keep its initial semantic meaning after a translation; and, does a translated lexical segment retain the same legal value as original segment had. Consequently, it is possible to formulate **a hypothesis** that, due to linguistic differences between legal languages, it is barely possible to translate a legal document fully equivalent and that translated document cannot be legally equal to an original document. As a result, the lexical issues of translation of legal contracts will be analysed in this work. This aspect of legal translation is **topical** because in the age of globalization when international relations and legal translation are the highest priority, Lithuanians do not have a united dictionary or encyclopaedia of the Lithuanian legal language. This fact determines many different wilful decisions of legal translators and that cause inadequacy between translated documents. These nonstandard decisions of translation determined that **the novelty of this topic** lies in the analysis of translation of specific lexical units in different legal contracts, because even a slight inadequacy between units of texts is not allowed in this kind of documents.

In order to fully understand and analyse the chosen topic, the nature of the legal language and legal translation will be discussed. The importance of equivalence in legal translation and the main lexical

issues in the translation of legal contracts will be indicated as well. Therefore, considering all these factors, the main aims and goals of this work were set.

**The aim of this work is** to analyse the main legal lexical issues in the translation of contracts from the Lithuanian language into the English language.

**The goals of this work are the following:**

- 1) to make a theoretical overview of literature on legal lexical units occurred in legal contracts;
- 2) to identify and select problematic lexical units from various contracts translated from the Lithuanian language into the English language;
- 3) to carry out descriptive and comparative analysis of translations of problematic lexical units in legal contracts;
- 4) to determine which translation strategy of lexical units is the most appropriate for translation of legal contracts.

**The object of this work is** the specified problematic Lithuanian lexical units, existing in various legal contracts, and the translations of English of these units.

## **1. LEGAL TRANSLATION AND LEGAL TEXTS**

In the 21st century, the worldwide market has become more important than the local market and many manufacturers want to make neutral goods suitable for the worldwide network of consumers. This new process is called globalisation and the term was developed only in the second half of the 20th century (Urbšienė, 2011:204). As a process, it affects business, politics, law and casual life of people and the main tool of globalisation is proper communication simultaneously happening in a few different languages. Therefore, the fields of law and translation have acquired a new significance as they can open gates for merging businesses of different cultures. As a result, two new concepts as “legal language” and “legal translation” have come up in fields of law and linguistics.

Consequently, the review of globalisation as a phenomenon, what impact it had on the field of legal translation, what makes the legal language so complicated, what are the main types of legal texts and why equivalence is important in the legal translation will be discussed.

### **1.1. Globalization and legal language**

Human societies across the globe have developed progressively close contacts all over the world but recently the speed of life has dramatically accelerated. Worldwide companies manufacture products at an international level and sell to consumers around the world. Money, technology and raw materials move across national borders; people are traveling, working and living in different countries; ideas and cultures circulate freely along with people. All of these actions can be called by one word – globalization. This process can be defined as a universal process of the establishment of the worldwide market free from socio-political control (Al-Refo, Faqir, 2016: 275). Globalisation embodies all kinds of changing from the local level to the international or global levels where the limitless circulation of languages, politics, ideas, cultural items and products are included. Globalization has many different forms: foreign direct investment, free migration of populations, increased international trade, cooperation and exchanging of knowledges. There are many pros and cons of globalisation and the biggest worry is that the process of globalisation is going to abolish the national identities of communities. On the other hand, this viewpoint is criticised because in order to achieve the global standards that at least a minimum formations of community is needed to create stuff in a local level (Hargitt, 2000:430). The process of globalisation affects politics, economics, law and spheres of social life at international and national levels. Nevertheless, the main aspect of this work is legal translation, so as a result the issues of legal language affected by globalization are discussed in this chapter.

For many years, international law was less important than systems of national law, but the early years of the 21st century have been the growth of the worldwide political, economic and business unions. The international economic, political processes and trends have changed the role and nature of the legal field, new global legal institutions and norms have been created and the national legal systems

have become more internationally oriented norms (Snyder, 2004: 3). Business law is globalizing faster than other spheres because the political situation and economic unions as the European Union or the Trans Pacific Partnership Agreement (TPPA) make a proper environment for international collaboration of different countries, which needs to be expressed by the law. That is why the international law is as important as the national law in this age (Wolff, 2011:231). As a result, constant and clear communication, which involves different languages and cultures, is an essential tool. Therefore, legal language and legal translation take a very important role and they mean the evolution of legal language from the local level into an international level.

The legal language is a phenomenon that is deeply bounded by culture and linguistic rules. Legal language or as it also called “a legalese” is a jargon used by lawyers, government officers and other professionals working in fields related to legislations, documents, etc. (Hargitt, 2000:426). The legal language is bounded by almost the heaviest linguistic restrictions at all levels: the language of law is typically archaic, complicated and formulaic. It is characterized by specific terms, phrases, concepts, anachronisms, typical phraseology and inconsistencies (Gotti, 2016:147). The legal language is deeply culturally impacted and legal texts have a special pragmatic status. Legal language is bounded by rules and clichés. The stylistics is determined by the register and diction of a particular text and standard phrases used in it are uncommon in any other type of text; this is why a legal text might look vague and complex. The legal text is invariable, intricate and verbose (Garzone, 2000:1). As the legal texts serve a specific function of speech, thus they must be written in the technical style. A legal language cannot use any figures of speech and can have no other interpretations apart from the stated ones (Mohammad, Alawi, Fakhouri, 2010:7). The characteristics of the technical style are anonymity, precision and an economy of expression. Anonymity includes the frequent usage of passive voice, the third person in present tense, focus on function not on persons, orders in the infinitive. The feature of precision includes frequently usage of functional verbs with nouns, factual adjectives and syntactic appositions. Economy of expression means compounding of words, specific phraseological forms and series of hypotaxes for explication (Stolze, 2013:67). Usually, sentences used in a legal text are incredibly long and abstract. The most common type of sentences is complex with abnormal quantity of clauses and complicated punctuations (Wolff, 2011:234). The legal language is often seen as different due to the use of nominalizations, impersonal and passive constructions, multiple negation, long and complex sentences and redundancy. In general, a legal language is characterized by brevity and formality.

Law as a socio-cultural phenomenon is related to the culture and history of a particular society and, as a result, the legal languages depend on every particular national legal system. However, legal language is a technical language deeply related to the common language, which extremely emphasizes its

culture-specificity (Pommer, 2008:18). This is why every national legal language has different features, rules and history of developing. Usually, the way of developing of a legal language is very closely related to the development of a national language and historical aspects of a country. This approach is obvious when two legal languages of English and Lithuanian are compared. The legal English language was developed in parallel with the English language and history of England. In the early centuries the Roman legal tradition were used and, as a result, legal language was Latin (Feng, 2012:32). After the invasion of the Anglo-Saxon, the dominant legal tradition was Anglo-Saxon law and, as a legal language, the Old English were used. Following the Norman invasion of England in 1066, French became the official language of legal proceedings. It is important, that the French language were used as spoken legal language, while Latin was used for written records (Feng, 2012:33). These three periods formulated the modern English language, which has long legal and linguistic traditions. The legal Lithuanian language was developed in an entirely different way. The Lithuanian legal language started developing after the re-establishment of statehood of Lithuania in 1918. In the Great Duchy of Lithuania the dominant legal tradition was Slavonic, as a result the Slavonic legal language were used. In a period of the Polish–Lithuanian Commonwealth until the end of the 18th century, the Polish language was used as the main language of politics, law and science. After when Lithuania became a part of the Imperial Russia, the leading language of law was Russian. The basis of the Lithuanian legal system and Lithuanian legal language were formed in the period of independence from 1918 to 1940. In the beginning of the WWII, Lithuania was occupied by the Soviet Russia and the Soviet legal system was adopted. As a result, the Russian language was used as official until the independent Republic of Lithuania was restored in 1990 (Maksimaitis, 2007:8). These long years of different occupations did not let to form the stable system of national law and the Lithuanian language was not used as official national language for many years. Therefore, even if the Lithuanian legal language now is fully established, the national legal traditions are quite new.

The lexical and grammatical complexity of legal language makes it exceptional. However, this complexity is closely related to the historical way of development of national legal systems. Therefore, the historical aspects have a huge impact on a terminology of a legal language, the fluent ability to understand and the proper usage of legal language requires specific legal knowledges.

## **1.2. Legal translation**

Legal translation is more than a linguistic transfer of a text from the source language (SL) to the target language (TL). It is the transfer of a message from one legal system and its corresponding legal language into another legal system and its corresponding legal language. It means, when a legal term is translated, the translator must consider what meaning it denotes and what legal effect it causes in the source legal system in order to transfer the same meaning and legal effects into the target legal system.

As a result, legal languages are especially specific and depend on the particular legal system in which they operate (Chroma, 2014:130). Legal translation is an informative type as the text and message of the original text must be transferred in an exceptionally formal and logical way. This type of translation is complex because it involves the intricacies of literary translation and technicalities and terminological precision of specialised translations (Darani: 2013:2). However, legal texts cannot be freely interpreted in the process of translation, and the main aim of every legal translator is to keep the translation equivalent to the original as much as possible (Feng, 2012:30). All legal texts are characterized by specific styles, and these styles might vary from SL to TL; therefore, it is a serious difficulty for a translator to keep the style in TL and to transfer the message of the original clearly. Legal translation is a unique type of translation because translations of legislation, treaties and conventions, judicial decisions and contracts are authoritative only if they have been approved by a lawyer or a notary. An authenticated legal translation is regarded as an original text and gets the same legal value as an original text (Šarčević, 2000:20). The final legal translation must be adequate, precise, reader-oriented and focused on the target language (Darani, 2013:3).

The second feature of legal translation as an exceptional type is the target audience. To satisfy all requirements of the target receiver, do not lose any details of the text or context and fully represent the message of original text in the target language are the highest priorities of legal translation, and, as a result, the very accurate or word-by-word way of translation is preferred. The most appropriate definition of legal translation as a different concept in the field of translation because of the specific target audience is given by Susan Šarčević; she defines legal translation as special-purpose communication between specialists, thereby excluding communication between lawyers and non-lawyers (Šarčević, 2000:9). This separation describes the role of the target audience of legal translation, and how the level of text interpretation depends on it. However, Harvey disagrees with this statement. According to him, legal texts start the communication between specialists and non-specialists, e.g., documents such as contracts or judgments. According to Harvey, this communication between specialists and non-specialists is a feature that does not appear in many other types of special purpose translation (Harvey, 2002:178). As it was mentioned before, translation is described as an act of communication between text producers and text receivers. In legal communication, there is a distinction between direct and indirect receivers. According to Šarčević, indirect receivers of legislation (national or international) include all persons affected by legal translation. Direct receivers are the specialists empowered to interpret and apply legal translation, who are trained to administer the law (public officers in government and administrative agencies) and responsible for the administration of justice (Šarčević, 2000:25).

The main change happened in the basic understanding of legal translations as an individual concept. A growing emphasis now is placed upon translation as a communicative act, where a target audience expect and prefer not to only purely linguistic criteria but also on extra-linguistic consequences, primarily the function of the translation in the target context (Chen, Kui Sin, 2008:39). As a result, the understanding of the nature of equivalence and the ability to find equal lexical units of foreign language, which in their legal relevance correspond to both the ST and the TT, are essentially abilities of every legal translator. Since a problem in legal translation arises at the very beginning, if a translator aims at finding an equal terminological unit of a foreign language, which does not exist at all or does not imply exact equivalence for a legal term is an impossible task. The first step of translating legal texts is to recognize the meaning of the SL terms. Then the legal systems and legal languages of the SL and TL have to be compared and a term with the same or similar legal meaning in the TL must be found. The attribution of an equivalence to a legal term, which has no comparable unit exists in another legal language, can be the cause of ambiguities, confusion and misunderstanding due to effect the term in question produces in the reader of the translated text. The aim of the equivalence is to give an equal meaning to the lexis and terminology of two languages and to achieve the same legal effect based on legal interpretation of the SL (Darani, 2013:5). The term, which designate a concept or institution of the TL legal system, have the same function as a particular concept of the SL legal system. (Biel, 2008:26). In other words, despite the fundamental incongruity of two legal languages as two representatives of two different legal systems, a translator must always seek for the most natural equal lexical unit in the TL. In order to reach the same legal value and accuracy of translated text as an original text has, the equivalence deservedly is considered as one of a key point of legal translation.

In order to achieve a precise legal translation, it is important to search for a solution of a standard translation, if it exists for a particular original text of the SL. A standard solution of legal translation means that if there is a confirmed technical term in both languages for the same legal concept, a translator might use it. However, a standard translation cannot be used, when a term, which does not have a standard solution for translation, is used in the original text in a considerably different way that is understandable only in the original language. A frequent feature of legal languages is specific terms with different cognitive ranges in SL and TL. In this case, there are two solutions: if this term is very important in both languages, a translator must indicate that by a note or parenthetical use of the original term or a translator can translate this term in a literal way by use of cognates, if they exist (Pennisi, 2016:98). Very common problems with legal translations are archaic words and historicisms and missed nuances of these specific words after translation of texts, in this case the original text or terms are added in parentheses and that makes a text redundant (Feng, 2012: 31). Legal translation is a unique sphere of the field of translation as it is bounded with linguistic rules, traditions of law, an

extreme precision of text and serious financial consequences due to some lost or misunderstood details.

To sum up, the globalization and the importance of fluent multilingual communication gave a new significant role to the legal translation. Legal translation is of an interdisciplinary nature, which demands knowledge of a number of subjects, including law, linguistics, translation and intercultural communication. Legal translation is a problematic field because of a huge variety of legal types of texts and a specific legal language, which includes complicated lexical, grammatical and syntactical rules. A fluent knowledges of SL and TL legal terminology are required as well as basic understanding of SL and TL legal systems, traditions and legislations are needed in order to produce a proper translation of a legal text.

### **1.3. Types of legal texts**

There is a huge variety of legal documents and most of them have old traditions of text formulation. These documents are more or less similar across different languages and they are used in similar legal situations. However, the biggest issue is to divide all types of legal texts into united categories. Different scholars provide different ways to distinguish legal texts and, as a result, these contradictory opinions make many disputes.

In accordance with Burukina, the base of legal text dividing is the place where these text supposed to be used, e.g., in universities for the studies of law, in courts as an evidence, etc. Consequently, Burukina distinguishes the main four types:

- Academic texts (handbooks of law, articles);
- Juridical texts (court judgments; law reports);
- Legislative or statutory texts (national constitutions; international conventions);
- Legal texts (wills; contracts; powers of attorney; certificates, etc.) (Burkina, 2012:5750).

Šarčević offers an opposite distribution of types of legal texts. She claims that the legal language is a part of the bipartite system when language has only two primary functions: regulatory and informative. In accordance with these functions, Šarčević claims that legal texts can be divided into three types:

- Primarily prescriptive texts – normative texts which prescribe a specific course of action that an individual ought to conform (laws, regulations, codes, contracts, treaties, conventions);
- Primarily descriptive but also prescriptive – hybrid texts, when a legal document is a legal instrument as well (judicial decisions, administrative proceedings, pleadings, briefs, appeals, requests, petitions, etc.);



- Purely descriptive texts – these texts are not legal instruments but they have an indirect impact on the law. Texts of this type refer the legal scholarship or doctrines (legal opinions, law textbooks, articles, etc.) (Šarčević, 2000:11).

Wolff claims that different legal texts have a different impact on a legal system. He asserts that some legal texts are complex and demanding while others are straightforward and direct. In accordance with this attitude, Wolff distinguishes five types of legal texts:

- Authoritative statements of rights and duties (treaties, international conventions, constitutions, codes, national statutes and regulations, circulars, administrative guidelines);
- Documents used or produced by formal dispute resolution processes (judicial opinions, pleadings, witness statements, affidavits);
- Binding expressions of intent or agreement (contracts, last wills, corporate articles of association);
- Persuasive texts (legal textbooks, academic legal writing, law reform submissions, letters of advice, reports of police);
- Administrative forms (tax filings, business registrations, licensing permits, citizenship applications) (Wolff, 2011:233).

The purpose of legal texts can depend on the national law or even on a particular event. However, the focus of this work is on the translation of contracts, and this type of all legal documents will be explained in greater detail. A contract can be defined on the basic principles of the law of contract. It means that two or more participants (those participants are typically called “the Parties”) of a negotiations can reach an agreement which must be supported by consideration and an intention to create legal actions or relations. As Šarčević points out, the legal actions or other liabilities of the Parties to be performed or not performed are established in the separate provisions in the form of authorizations, permissions, obligations and prohibitions. All of these enforcements are determined by the national or international law (Šarčević, 2000:134). In order to turn a contract into a legal document with juridical power, it is important to follow the basic requirements:

- The fact of concluding a contract must be agreed and confirmed by both Parties. As every contract serves a function of communication, it cannot be unilateral;
- A contract must meet the requirements of a standardized format. Inappropriate format or incorrect positions of paragraphs can make the contract invalid;
- It is obligatory to provide the requisites of the parties (legal address, name and surname of a CEO, registration certificate number, contact information, etc.);

- To ensure the juridical power of a contract, it is necessary to indicate an exact date of concluding a contract. A particular format of a date depends on the traditions and rules of language in which a contract is concluded;
- An individual registration index (document number) is an integral part of every contract. These indexes can be written by company rules or by a mutual agreement between parties (Vonsavičius, 2001:160).

If contract is made under these requirements, it can be considered as a proper legal document that legitimates and regulates equal relations between the both parties.

In the English language, a contract also can be called an agreement and a consideration. Fundamentally, they all are similar concepts but the little differences lie in legal nuances. A contract can be understood as a legally binding agreement and exchange of promises between parties that the law will enforce. It is an act or promise by one party to offer the price for which one buys the promise of the other. The term agreement is used in the English language as a synonym to “contract”; however, it must be stated that every contract is an agreement, but not every agreement is a contract (Juodinytė-Kuznetsova, 2015:67). A consideration in the English legal system is a benefit, which must be agreed between the both parties, and it is an essential reason for a party entering into a contract. It must be constructive and based on the performance or promise of performance by the other party. The term “consideration” has several meanings in English, but the legal meaning is “whatever is given or accepted by each party in return for the other party’s reciprocal promise” (Alcaraz, Hughes, 2002:26). However, in this work the general term “a contract” will be used to describe this specific type of legal texts.

A great variety of types of legal texts makes a legal translation even more complicated activity. The type of legal text determines a choice of translation strategy, a level of equivalency between original and translated texts and an orientation of the text to the target audience. As in every other field of linguistics, there are many disputes about dividing all types of legal texts into groups. However, grouping of legal texts are essential for basic understanding of legal language and its hierarchy. Nevertheless, the general types of legal texts have similar features across the languages and this is how it is possible to compare translations of legal texts of the same type. All legal translators must take a responsibility for the accuracy of translations of legal documents as business contracts because every mistake can determine serious financial damages. As a result, the main aim of a translator is to create an accurate and equivalent text in the TL that would be familiar and understandable to the receiver. This can be achieved only through the properly chosen strategy of translation. However, the inadequacy of specific lexical units is the biggest problem in the field of legal translation. Therefore, in order to fully understand the topic of legal translations, it is necessary to analyse the strategies of legal

terms translation and to describe the main lexical issues, which are faced in the process of legal translation.

#### **1.4. Translation strategies of lexical units in legal texts**

The translation of legal texts includes the necessity to comply with many requirements, instructions and guidelines, which are issued by various legal institutions. Nevertheless, the linguistic problems are the most important part. As a result, translators need to develop their own specific professional strategies in order to reach the highest precision of a translated legal document and follow those formal requirements (Galdia, 2013:78). The main linguistic problem of legal translation is to find an exact lexical equivalent and not to lose the message of the ST. The format of a legal lexical unit of the SL, which has no comparable lexical unit or concept exists in the TL or target legal system, can be the cause of ambiguities, confusion and misunderstanding in a translated text (Stepanovienė, 2010:218). In fact, legal lexicon might be as mono-semantic as possible but it still needs to be translated. In accordance with many aspects of necessity of translation (e.g., what is the aim of translation; who will be the target audience; where the translated text will be used; etc.) a different strategy of translation might be chosen. Translation strategies for legal lexical units involve both the target language oriented strategies and the source language oriented strategies. The target language oriented strategies try to assimilate the lexical units of a source legal system to the target language and the target legal system by using equivalents that have similarities in their meaning and function to those original lexical units of a source legal system. The source language oriented strategies keep the semantic content of the lexical units of a source legal system intact and often present them in a maximum close form to the source language. However, the most important aspect in legal translation is to keep the same functional value between the ST and TT, in order to ensure that a translated document will have the same legal power as an original document had. Considering this fact, the strategies of Vinay and Darbelnet have been chosen as the most appropriate for translation of legal contracts.

Jean-Paul Vinay and Jean Darbelnet published their book *Stylistique Comparée du Français et de l'Anglais* in 1958 that was a comparative stylistic analysis of the different translation strategies also called as procedures. In the English version of this book, which was published in 1995, these scholars distinguish between direct and oblique translations. As Molin and Albir points out, the classification of translation strategies proposed by Vinay and Darbelnet was the first classification that had a clear methodological purpose (Molin, Albir, 2002: 499). The direct translation refers to literal translation and the oblique translation refers to free translation, where the literal translation refers to translation of the target text by following every single word of the source text as closely as possible. The free translation focuses on translating the stretches of the source text in longer way that would be more appropriate for a target reader. Furthermore, in that book they published seven strategies of translation.

The first three strategies (borrowing, calque, literal translation ) belong to the type of the direct translation and the remaining four (transposition, modulation, equivalence and adaptation) belong to the type of the oblique translation (Panou, 2013:2).

- **Borrowing** – the SL word is transferred directly to the TL, and it is used to fill semantic gap in the TL. Some borrowings are used to add nuances of the TL and some of them are used for a long period of time in TL and are no longer treated as borrowings (Vinay, Darbelnet, 1995: 31). This strategy uses a transcribed, transliterated or sometimes even an original form of the SL lexical units. The strategy of borrowing is used when a legal text refers to a specific technical term so this lexeme, which can be used as a borrowing in the TT (Darani, 2013:9). The main advantage of this translation technique is unambiguity of the equivalent. However, these equivalents require for explanations beside and that makes the final translation much longer and complicated. The original lexical units of the SL change the linguistic system of the TL (Janulevičienė, Rackevičienė, 2011: 1078). Therefore, this strategy might be using for a target audience with a versatile education or for a specialised group of readers with a high degree and for whom clarity takes preference over fluency (Harvey, 2013:442). However, borrowing without explanations or naturalisation can cause some modifications in the TL phonology and the term can be not recognizable for the target reader (Darani. 2013: 10). In despite of this fact, borrowing is the most SL-oriented strategy for translation of legal lexicon, therefore it helps translator to keep the semantic meaning of the SL lexical unit and ignore some rules of the TL linguistic system (Janulevičienė, Rackevičienė, 2011:1078).
- **Calque** – it is a special kind of borrowing when a TL borrows an expression form a SL, but then each of its elements is translated literally. This strategy can be considered a special type of loan or borrowing, because a translator borrows the SL expression or structure and then transfers it in a literal translation. The difference between loan or borrowing and calque is that the strategy of borrowing (loan) imitates the morphology, signification and pronunciation of a SL word or phrase, while the strategy of calque only imitates the morphological scheme and the signification of that word or phrase, but not its pronunciation (Guerra, 2012: 8). Two possible results of calque can be found: (1) a lexical calque – it is a calque that respects the syntactic rules and structures of a TL but a totally new expression are introduced, or (2) a structural calque – this kind of calque bring a new and uncommon construction into TL (Vinay, Darbelnet, 1995: 32). The strategy of calque gives an opportunity to translators to create new lexical forms of some very archaic words. In accordance with Guerra, calque is not just a very acceptable, strict and correct way of translation, but it is built with significant of the SL as well. If the translation under this strategy is done correctly, it can certainly contribute to enrich

the TL (Guerra, 2012: 8). However, there are no strictly defined boundaries between the strategies of calque and borrowing.

- **Literal Translation** – it is word-for-word way of translation, which is direct transmitting of a SL words or phrases into a grammatically and without worrying about the style of a TT, but adapting the text to the TL syntactic rules and structures, with minimal changes, so that a translated text seems correct and idiomatic (Vinay, Darbelnet, 1995: 33). Using this strategy, the translator focuses mostly on adhering to the linguistic rules of the target language (Guerra, 2012: 11). The strategy of literal translation most is used when there is a translation between two languages of the same family branch, and looks most common to a target reader when theses languages share the similar culture. This strategy is among preferred ways of translating in the contexts where more emphasis is laid on preserving the verbatim meaning of a SL than seeking for stylistic nuances (Waliński, 2015:60).

These three strategies of translation belong to the category of direct translation. However, if these strategies were used but a legal document of TT has no appropriate meaning, gets a figurative meaning or lost the original message or legal power of the text, the strategies of the category of oblique translation might be used instead.

- **Transposition** – it involves the replacing one word class with another word without changing the meaning of the message of a text (Vinay, Darbelnet, 1995: 36). Also, it may be used within a language but this is not common for legal texts. According to Waliński, transposition is a highly versatile translation strategy. As an expression of SL sometimes has a basically different stylistic value than a base expression of TL. Since transposition enables rendering specific nuances of style. Sometimes, a transposed expression stylistically better fits than any other possible expression of a TL (Waliński, 2015:62).
- **Modulation** – it is a variation of the form of the message, obtained by a change in the point of view. It is applied when literal or transposed translation can cause any grammatically incorrect utterance, it is considered unsuitable, unidiomatic or uncommon in the TL (Vinay, Darbelnet, 1995: 36). The strategy of modulation consists of using phrases, which are different in a SL and TL to express the same idea. It means, there is a shift in the point of view, perspective or category of thought in relation to the SL (Guerra, 2012: 11). This kind of translation strategy can be used in contexts where a literal or transposed translation still sounds uncommon or incomprehensible in a TL, even if it would be a grammatically correct word or expression. In some cases, the strategy of modulation may be optional or obligatory. It depends on context of a document and on a target reader (Waliński, 2015:62).

- **Equivalence** - It is used when one and the same situation can be rendered by two texts using completely different stylistic and structural methods. According to Vinay and Darbelnet, equivalence is a strategy that describes the same situation by using completely different stylistic or syntactical and grammatical methods for producing the equal texts. (Vinay, Darbelnet, 1995: 39). It means that a translator uses a term, word or expression recognised as an appropriate equivalent in the TL. This strategy is considered as similar to adaptation and to modulation, because it lets to express the same situation in a different ways and methods (Guerra, 2012: 10). This strategy is the most useful when proverbs needs to be translated. Although, not all idioms, proverbs or other expressions have direct counterparts in other languages (Waliński, 2015:63). However, this strategy of translation cause many disputes between scholars as some of them disagree with idea that the equivalence can be considered as a strategy of translation while other try to deny an existence of an equivalence at all.
- **Adaptation** – it is used when a type of situation being rendered by the SL message is unknown in the TL culture. Translators have to create a new situation that can be considered as being more or less equivalent (Vinay, Darbelnet, 1995: 40). The strategy of adaptation have to be used in cases when the type of situation being referred to by the SL message is absolutely uncommon in the TL and translators create a new phenomenon that can be described as an equivalent of a particular situation. The strategy of adaptation usually is used to translate some specific national or cultural items of SL, which have to be replaced by other specific national or cultural items of TL. The goals of a translator when trying to adapt the units of SL text in translation are to reach a similar effect on the TL readers and found an item of TL of the most similar value. The strategy of adaptation can be called as cultural, dynamic or functional equivalence by different authors (Guerra, 2012: 7). As Waliński points out, that legal translators avoid using the strategy of adaptation, as can affects the syntactic structure of the TL, the development and representation of ideas within the term or the text as a whole as well (Waliński, 2015:64).

The strategies of translation proposed by Vinay and Darbelnet let to consider legal documents as a concept of communication act. It means that translator can be more oriented to target reader but still do not lose the functional value between ST and TT. As the last few decades have seen a great change in the focus of translation studies from the formalist approaches to more functionally. These strategies of translation are appropriate for translation of legal contracts because the legal value is usually kept. However, not all of these strategies are very common for translating contracts and some of them can cause many argues between scholars of linguistic and translation. Thus, it must be admitted that the process of translation is a complex activity, as a result, it is a very rare that only one strategy is used in

a translation. Usually, these strategies might be combined with some other strategies of translation used to translate other specific-purpose texts, in order to reach completely clarity of final translation. Specific legal lexical units represent a particular legal system and they are deeply related with national language, culture and history as they represent the national identity of a particular nation. As a result, the equivalence between two legal concepts of different languages is hardly possible, the translator have to focus on a communicative approach and fidelity of texts, especially when legal documents, which must be valid in both SL and TL, like contracts, have to be translated (Darani, 2013:10). These two criteria must be taken into account when selecting or combining appropriate strategies for translation of legal lexical units. However, sometimes the incompatibility of two languages are so obvious that it is barely possible to make a translation of legal text even if the strategies are used in a correct way.

### **1.5. The main issues of translation of legal lexicon**

As a specific type of language, legal language contains unusual features, which are widely related to lexical issues, linguistic structures and conventions or rules of punctuation (Stepanovienė, 2010: 219). While translating legal texts, a translator has to deal with an incompatibility of two languages when some specific lexical units must be translated. Legal lexicon is a specific phenomenon in the field of translation because the diversity of national legal systems creates an extensive and complicated legal vocabulary. Most of legal terms are referred as technical terms and, as a result, they have no complete analogues in other languages. However, many semi-technical terms with multiple meanings are used in legal language and they determine an inadequacy of documentation. A translator faces a dilemma how to translate these lexical units, which reveals an understanding of the SL and TL legal texts, however, these units have no possibilities of equivalent translation. The main aim of a legal translator is to fully transfer the message of the SL and ensure that a translated document will have the same legal value and accuracy. However, legal texts have their own lexical features, which cause many translation issues and even inadequacy between original text and translated text. The main problematic lexical issues of legal texts are French and Latin loan words, all kinds of technical and semi-technical terms, usage of doublets and triplets and a redundant legal language formed by using many pleonastic constructions, which must be translated as well. These specific lexical units make a base for every legal text and cause many problems of translation or danger for a legal validation of a translated document.

#### **1.5.1. Words from Latin**

A very noticeable feature of legal language is a usage of words from the Latin language or Latinisms. It is a very old tradition of lawyers to use Latin words, sentences and formulas of Roman law, e.g., *ab absurdo*, *ad acta*, *circulus vitiosus*, *communi consensu*, *contra leges*, *de facto*, *de jure*; *dura lex, sed lex*; *enfant terrible*, *ex facto oritur jus*, *incognito*, *in corpore*, *in re*, *inter alia*, *modus vivendi*, *mutatis*

*mutandis, nullum crimen sine lege, persona non grata, praeter legem, status nascendi, tertium non datur*. This feature can be explained easily: Latin language was the main language of the Middle Ages Europe and it was a language of science, politics and literature. The Church and academic centres continued using the Latin language as well, which was actually going on with lexical borrowing from Latin. The second reason is that the ancient legal system of Rome had a strong influence on the legal systems of most western countries. After all, Romans conquered most of Europe, the Middle East, and North Africa. As they conquered nations, they set out to “Latinise” these nations while spread language, culture and law. When the Roman Empire was demolished, these free lands adapted the existing legal system and, as a result, it became the foundation of the modern law and the titles of some concepts still do not have other new terms as those of the Latin language (Alcaraz, Hughes, 2002:5).

Latin words and phrases are expressive, they declare specific ethical provisions and they are proved by history. A considerable amount of foreign words and phrases in legal English and Lithuanian are used and some of them look and sound distinctively strange for a non-professional reader. Latin introduced the practice of using the following expressions in legal language and these expressions are used in many languages across the world, e.g., *versus, pro se, in propria persona, caveat emptor, obiter dictum, Amicus Curiae, Actus reus*, etc. They usually have a specific meaning, are used in the original Latin form and do not need an explanation in other languages (Rudaitienė, 2006:44). There are some phrases, which are used in the legal language but can be found in some other fields of science also, such as *in absentia* (in (his/her) absence); *ipso facto* (by that very fact); *pro forma* (done as formality); *quid pro quo* (an equal exchange). However, some phrases are so rare that they are used only in the field of law and legal texts and it is difficult to understand them without legal or linguistic education, e.g., *a mensa et toro* (legal separation); *sine qua non* (an indispensable condition); *ultra vires* (outside one’s jurisdiction) (Veretina-Chiriac, 2012: 105).

The frequency of Latin words usage in texts depends on the type of legal text. As a result, Latinisms are used quite rarely in legal contracts (Rudaitienė, 2006:44). However, a general tendency is that Latin terms are still used in legal language because they represent the established universal principles of law and moral philosophy, usually well known to people of the legal professions.

### **1.5.2. Words from French**

Besides Latin, there are many words and concepts borrowed from French in legal language. There are many historical, political and legal factors to explain this phenomenon. After the Norman Conquest of 1066, the French language became the official language of kings and nobility. Moreover, some laws were brought from France by conquerors and were enacted in the upper class throughout the British territory (Feng, 2012: 32). Later French became the language used by lawyers and became known as



“Law French”. The struggle to abolish it in court proceedings was unsuccessful. Possible reasons for the retention of French legal terms in the legal language after its demise as a living language include claims that French terms make communication more precise, especially with extensive technical vocabulary of the French language. Furthermore, it emphasized the conservatism of the profession (Solan, Tiersma, 2012: 11).

Usually, French words are used in an original form without morphologically adaptation in legal language (*Par excellence, Raison d'être, Travaux préparatoires, force majeure, vis major, cas fortuit*). All these words and phrases of original form have to be provided in graphically different form as written in other type of text or using quotation marks. However, in accordance with the norms of Lithuanian language, it is not allowed to use quotation marks to write any terms in their original form of different language. In accordance with the rules of syntax of the Lithuanian language, using the quotation marks means that these words are titles or they do have a hidden figurative meaning. However, there is a rule, that terms must be unambiguous. As a result, in legal texts of the Lithuanian language legal terms of original form are provided in italics and sometimes explanations or equivalents are provided in parentheses (Rudaitienė, 2006:45). The French judicial system affected the legal language and many terms are borrowed from French. The French influence can be found not just in the words of French origin (*appeal, attorney, claim, complaint, counsel, court, damage, default, defendant, demurrer, evidence, indictment, judge, jury, justice, party, plaintiff, plea, sentence, sue, verdict*), but some specific constructions of sentences as when adjective is standing behind the noun which they modify in phrases such as: *attorney general, court martial, letters testamentary, malice aforethought, solicitor general*, are borrowed from French as well. Another heritage of the French language is derivatives with the “ee” suffix denoting a person as a recipient of action: *lessee, detainee, expellee, trainee, etc.* (Veretina-Chiriac, 2012: 105). French law and its legal language have had great influence beyond Europe via its colonial empire and still now a large number of legal terms of French origin are used in legal language. These words, which have stabilized meanings, are conducive to accurate expression of the legal concepts. However, the frequency of French words usage in texts depends on the type of legal text and, as a result, only few specific French terms are typically used in legal contracts.

### **1.5.3. Technical Terms**

Highly technical words or technical terms have a specific meaning to the particular technical field and are not likely to be known in general language. These words are strictly unambiguous (Nation, 2001: 199). Most of legal terms are international legal terms, which exist in many languages across the world as loanwords or borrowings from the Latin language. These terms have one meaning across the

languages and, as a result, they are referred as technical terms of legal field. These international legal technical terms exist in both Lithuanian and English languages as well (Rudaitienė, 2006:45).

Technical terms provide accurate descriptions of the trading process and represent the formality of a legal text. Technical terms in the field of law refer to terms of legal situations; they have their own connotation and extension in the legal sense (Chen, Yun, 2014:2). These kinds of terms are frequently used to more concisely express the complex concepts concerning law and will not be replaced by other glossary. Therefore, they are convenient for lawyers, judges and other legal practitioners to express their ideas in their own forensic practices, e.g., *alibi*, *common counts*, *comparative negligence*, *fictitious defendant*, *judicial notice*, *tort*, etc. The complexity of law is expressed through its specific legal language, because legal and forensic activities are very restricted and verbal or written expressions cannot make any interpretations. The main characteristic is that each technical term has merely one single and fixed meaning represents one special legal concept and cannot be replaced by other words. Besides, it can only be used to express one meaning in the legal field (Feng, 2012: 33). Specialized technical terms are mono-semantic and create no difficulties in the process of translation (Stepanovienė, 2010: 222).

Since there are not so many completely technical terms of law, it is not difficult to categorize these terms. In accordance with Žilinskienė, there are five categories of legal technical terms:

- Terms that describes persons. Terms of this category describe legal professions (*lawyer, judge, jurisconsult, prosecutor, criminalist, notary, etc.*), parties of contracts named under the specified obligations (*lessee, vendee, vendor, assignee, etc.*), roles of persons of legal proceedings (*defendant, witness, arbitrator, perpetrator, etc.*).
- Terms that describes actions and phenomena. These terms describe conclusions of legal proceedings (*custody, appeal, verdict, etc.*) and jurisdiction (*conviction, seizin, arrest, ratification, etc.*).
- Terms that describes documents. There are terms that name individual legal texts (*plaint, decree, contract, proclamation, etc.*), specified types of some kinds of legal texts (*sale-purchase contract, lessee contract, triangular agreement, etc.*) and legal corpus (*constitution, convention, statute, etc.*).
- Terms that describes legal institutions. There are not many legal institutions because most of them are political institutions (*court, etc.*)
- Fixed phrases. This category is the most controversial because usually one of these words are not a term, but together they create a new collocation with specific legal meaning (*legal entity, remand centre, legal capacity, constitutional amendment, repressive measures, civil code, etc.*) (Žilinskienė, 2001: 167).

Legal language includes much technical vocabulary. These are words used only by lawyers and a simple bilingual dictionary is not enough to learn such vocabulary. Technical legal terms explain specific legal phenomena or doctrines and, usually, they are international. In order to understand these terms, a legal education or at least consultation is needed.

#### **1.5.4. Semi-technical Terms**

Semi-technical words have one or more general meanings, is minimally related to the particular technical field and in technical contexts take on extended meanings (Nation, 2001: 199). This group includes common words with a special meaning in the legal field, such as *article* (legal meaning: a provision of legal codes/ common meaning: piece of writing in newspaper) (Chen, Yun, 2014:2). Words of this group are common words with uncommon meanings, i.e., polysemous lexemes that have specific meanings within legal English and there is a difficulty to understand the meaning of those words without the context (Stepanovienė, 2010: 222).

These are the words legal professionals use as technical terms for their professional purposes in specific contexts. They are idiosyncratic and have precise definitions in the field of legal language. However, a special attention must be paid when the legal meaning differs from the general meaning (*consideration, redemption*), or when non-technical words are used in apparently peculiar contexts (*furnish, hold*). Words that are not precise and technical enough belong to the legal jargon. In this way, internal communication of lawyers is improved, but individual meanings of terms become obscure for non-lawyers (Veretina-Chiriac, 2012: 104). Sometimes, the combinations of semi-technical synonyms are used to make the meaning more accurate or complete. For example, *modification or substitution; defaced or altered; loss, injury, or damage; use, misuse, or abuse; repair or replacement*. Some words, which are not synonyms or near-synonyms, are also used together for accuracy, e.g., *shall be or remain liable*, etc. (Zhu, Wu, 2011:1851). Semi-technical terms is more complex, they have one legal meaning or one common meaning and it would be very difficult to categorize all of them (Stepanovienė, 2010: 222).

Many problems of translation are caused by misunderstanding of semi-technical vocabulary. These words have one meaning in general language and another meaning in legal language and they are used extensively by lawyers. However, many lawyers still insist on the traditional use of legal jargon. The law has always been a conservative profession and this is reflected in its usage of language.

#### **1.5.5. Doublets and Triplets**

One of the linguistic peculiarities of legal language is the use of doublets and triplets. A legal doublet or triplet is a standardized phrase used frequently in legal language and consisting of two or more words that are near synonyms. The accumulation of synonyms within idioms in cases where one word

would be enough is also a prominent feature in the legal language. The synonym pairs, which are doublets or triplets are also called the binomials. Doublets are two synonyms used together while triplets are three synonyms used together (Veretina-Chiriac, 2012: 105). This tradition of doublets and triplets was later expanded into word strings or more than two or three words of synonyms (Cao, 2007:90).

In legal English, this tradition reached the peak about 1700's when lawyers were paid for the number of words consist a legal document. This is how the legal language became redundant by the precedent law and language traditions, but there is no valid reason to use the long strings of words in legal documents today. However, this tradition is very strong in many languages and especially doublets are very common in the legal language (Espenschied, 2010:163). The tradition to use doublets or triplets of synonyms and make a legal language quite redundant is vital in the Lithuanian language as well. However, at this point the linguistic rules of the Lithuanian language are stricter than the linguistic rules of the English language. Not all synonyms of the Lithuanian language can be considered as doublets or triplets of legal language, e.g., charity and allowance. These two words means a financial help, however, in legal language they are different concepts as charity is a voluntary help and allowance is paid by a government. These differences can cause serious financial damages in legal contracts (Koženiauskienė, 2005:280). Therefore, it is important to understand the meanings of synonyms not only in a general context but in a legal context as well.

Doublets and triplets can be nouns, verbs, adjectives or prepositions. Usually, they all have the same meaning, e.g., *authorise and direct; bind and obligate; full and complete; over and above; finish and complete; null and void; power and authority; build, erect or construct; place, install or affix; changes, variations and modifications; business, enterprise or undertaking*, etc. However, sometimes meanings are just very similar but not the same, e.g., *dispute, controversy and claim* (Cao, 2007: 89). Usually, doublets and triplets in legal texts refer to a psychological game, a wish to direct a situation towards a particular way or even to mislead a target reader. While using doublets or triplets, it is possible to create a positive or negative attitude of a reader, and this this depends on semantic, stylistic features and functional differences of synonyms. It is important even if doublets or triplets are international words or not. Doublets and triplets give a slight emotional nuance to contracts; they show purposes and intentions of parties of contracts and can define a situation as well (Koženiauskienė, 2005:281). In modern legal language, it is attempt to avoid doublets and triplets and just single words are used instead (Stepanovienė, 2010: 222). However, according to Espenschied, sometimes using doublets and triplets might have unintended, negative consequences, because each word has importance in the legal documents even in situations where no distinction is intended, so if two words are used in the ST it means that two words have to be used in the TT as well (Espenschied, 2010:163).

There may be a lack of exact corresponding synonyms in the TL. A legal consideration is that each word may carry different legal meanings and legal consequences. However, it is not always possible to translate all these synonyms into one word and translators eliminate those doublets or triplets or translate as a one word (Cao, 2007:91). Yet, in interpreting contracts, judges endeavour to give each word a meaning; as a result, the translated text with eliminated words do not has the same legal value as an original text. If the legal doublet comes from a statute or case law, then it might be necessary to use it in the same form in the final translation (Espenschied, 2010:164).

Doublets and triplets are very specific feature of legal jargon and a common stylistic habit as well. This feature came from early legalese led to the tendency of legal language to string together two or three words to convey what is usually a single legal concept. In order to avoid ambiguity, lawyers often use pairs of words in modern legal language as well. However, these pairs of words sometimes are eliminated in translations and this is how the legal value of a text can be lost. While originally being used to help lawyers, doublets and triplets has become a stylistic standard for other legal concept.

#### **1.5.6. Pleonasms**

The main feature of legal language is lexical redundancy and pleonasms are a common way to do it. Pleonasms are additional words or phrases, which is useless, clichéd or repetitive (*a free gift, actual fact, a daily basis, to face up to the facts, joined together, etc.*). The pleonastic constructions are combinations of words, which have the same or very similar meaning and these constructions are useless in text. However, pleonastic constructions have a specific linguistic effect in legal text. Usually, pleonasms serve the same function as rhetorical repetition; they are used to reinforce an idea or attitude, rendering writing clearer and easier to understand. In legal contracts, pleonastic phrases help to ensure obligations of parties (Rudaitienė, 2006: 49). One of the most distinguishing linguistic features of legal language is stiffness and that means the legal texts may be constructed of common and well-known phrases. This is why pleonasms are so common in legal texts of every language. However, pleonasms have to be avoided in legal language, where precision of meaning and accuracy of words is considered as a priority (Kasperavičienė, 2012:57).

Pleonastic constructions cause many problems in translations and sometimes the omission of the redundant element is allowed if there is no loss of meaning. However, in case of translation of legal contracts, the omission is not allowed and translators have to translate transfer the same meaning of every pleonastic construction. Rarely are such pleonastic structures translated in some other way and only in such cases when word-for-word translation is unnatural in the target language Legal translators should be very careful to render the meaning precisely (Kasperavičienė, 2012:57).

There are two kinds of pleonasms: syntactic pleonasm and semantic pleonasm. Syntactic pleonasm occurs when the grammar of a language makes certain function words optional. Semantic pleonasm is a question more of style and usage than of grammar. Linguists usually call this redundancy to avoid confusion with syntactic pleonasm (Rudaitienė, 2006: 49). Despite the fact that legal text might be clear and stiff and those ambiguous pleonastic constructions may lead to misunderstanding, pleonasms are very common in legal language. As law is a very conservative and traditional field, pleonasms will not be eliminated from legal language soon.

To sum up, the legal lexicon differs from the ordinary language a lot. The specific problems of the legal lexicon are caused by the peculiarities of the legal language and differences of the national legal system. Legal lexicon is difficult to translate without great familiarity with those legal and linguistic peculiarities. Legal language or legalese is characterized by its stiffness and complexity. The special linguistic features of the legal texts make them hardly understandable for ordinary people. The main features of legal language as words from Latin and French, technical and semi-technical terms, lexical doublets and triplets and redundancy caused by pleonastic constructions came into legal language from the past and these are very traditional features, which make legal language exceptional. These traditional features are not the same in different languages and this is the main challenge for legal translators as long as the nature of legal translation requires to translate every word of a document and find an equivalence for every lexical unit, in order to make a text of ST and TT legal equally and valid.

## **2. PROBLEMATIC LEXICAL UNITS IN LEGAL CONTRACTS**

From the theoretical point of view, legal language is archaic and formulaic, bounded by specific syntactical and grammatical rules and it is deeply culturally impacted. As a result, legal texts are vague and complicated. However, as it was discussed in section 1.2., legal translation is not a usual linguistic transfer of a text from the source language to the target language. Specifically, it is the transfer of a message from one legal system and its corresponding legal language into another legal system and its corresponding legal language. Therefore, legal translation is a complex and difficult activity, which requires an extraordinary attention and knowledges from a translator. In the age of globalization when international relations are the highest priority, an amount and demand of legal translations are incredible great all around the world. As long as Lithuania is a member of the European Union, the international relations and legal translations are important in our country as well. However, the Lithuanian language is very figurative. We do not have old traditions of legal language because of historical reasons and we do not have a united dictionary of the Lithuanian legal language. These factors determine an origin of some types of problematic linguistic units in legal texts, which has no strictly bounded equivalents in other languages, so translated texts are incorrect and cannot be legally equal to an original document. This impasse dictated a necessity to analyze a topic of legal issues in translation from Lithuanian into English.

### **2.1. Methodology**

The methods of analysis used in this work are comparative, descriptive and quantitative. The comparative method focuses on individual case of problematic lexical units in the Lithuanian language and its translated equivalent in the English language, in order to indicate the lexical issues, to find out how these issues are translated, to compare the variations of translation of those issues and to analyse the meaning and equivalency of translated problematic units. The descriptive method is used to discuss cases of problematic lexical units used in contracts, to analyse the choice of translation strategy used by a translator, to discuss and compare different ways of translation variations of lexical units from Lithuanian into English. The quantitative method focuses on individual translation strategies of lexical units, in order to count an average of using frequency and to analyse the usefulness of those strategies in translation of lexical issues in legal contracts from Lithuanian to English.

The sources of analysis were translated contracts from the Lithuanian language into the English language. All these contracts were collected from a few different translation offices in Kaunas, Vilnius, Klaipėda and Panevėžys. In order to ensure the confidentiality of clients and translators, the titles of those translation offices will not be revealed. All collected contracts were provided in original and translated versions. All original documents were in the Lithuanian language and all translated versions were in the English language. The main types of contracts were purchase, sale, lease and

provision of different services. An average length of contracts was approximately 8 pages. However, there were exceptions from the length of 1 page to the length of 37 pages per one contract. This study do not focus on any qualitative analysis of contracts and the competency of translators has not been discussed as well.

The way of classification of lexical issues was discussed in the Part 2.2. In accordance with few authoritative scholars, 6 groups of the main lexical issues in translation of legal contracts were determined: 1) Words from Latin; 2) Words from French; 3) Technical Terms; 4) Semi-technical Terms; 5) Doublets and Triplets; and 6) Pleonasm. The group of technical terms were divided into 5 sub-categories of defining persons, actions and phenomena, legal documents, legal institutions and fixed phrases. In general, the analysis consists of 81 Lithuanian contracts (589 pages, in total) with translated English versions. In precise, 44 examples of semi-technical terms, 190 examples of doublets, 100 examples of triplets, 532 examples of technical terms (this group consists of 159 examples of “Documents” category, 35 examples of “Legal institutions” category, 65 examples of “Actions and Phenomena” category, 221 examples of “Fixed phrases” category and 52 examples of “Persons” category); 7 examples of words from Latin, 20 examples of words from French and 25 examples of pleonasm. All examples of problematic lexical units found in legal contracts were classified according to this model.

Therefore, all the analysis will be done according to these above-named ways of grouping of lexical units and the strategies of translation proposed by Vinay and Darbelnet. As it was mentioned in the section 1.4., the most important aspect in legal translation is to keep the same legal value between the ST and TT. Considering this fact, the strategies of Vinay and Darbelnet have been chosen as the most appropriate strategies for translation of legal contracts because these strategies allow a translator to reach the same functional value of a TT. Therefore, all the examples will be analysed from the point of view of these five categories of lexical issues arising in translations of legal contracts and strategies of translation by Vinay and Darbelnet, used to translate those particular lexical units. Any other possible aspects of classification or analysis were beyond the scope of this work.

## **2.2. Incidence of problematic lexical units in SL and their translation in TL**

The main problem of translation of legal contracts is to find an exact lexical equivalent and not to lose the message of the ST. The format of a legal lexical unit of the SL, which has no comparable lexical unit or concept exists in the TL or target legal system, can be the cause of ambiguities, confusion and misunderstanding in a translated text. In order to solve this problem, it is important to be familiar with the specified six categories of problematic lexical units, to recognize them in contracts and manage the proper translation of them.



### 2.2.1. Translation of Words from Latin

Legal contracts as any other legal document must be clear, understandable and comply with all rules of legal language. Usage of words of the Latin language is considered as one of the primary rules of legal language. This feature is very archaic, has long historical traditions and shows a level of erudition of lawyer, who wrote that legal text. Latin words and phrases are expressive and they declare specific ethical and professional provisions. They usually have a narrow and specific meaning, are used in the original Latin form without explanations in other languages usually. However, as Latin is no longer used as a lively language, these words in original Latin forms look and sound distinctively strange for a non-professional reader and cause problems of understanding, usage and explanation.

Latin words and phrases are found in legal contracts of the Lithuanian language as well. An amount of these foreign words are not very considerable in legal contract of the Lithuanian language. However, some examples were found. These examples reveal that there are three tendencies how Latin words are used in contracts of the Lithuanian legal language and how these terms are translated.

Latin terms are used as an explanation or additional information of the message of a text and they are provided in different syntactical or graphical way.

*E.g. (LT) kad jos pateikimas jokioms aplinkybėms esant iš anksto (**a priori**) nesukelia Užsakovo prievolės atlikti atitinkamo mokėjimo; (EN) its submission in no circumstances **a priori** shall not make the Customer liable for making an appropriate payment (1.7.73).*

In a sentence of the Lithuanian language the Latin term *a priori* is used as additional information and it is written in brackets. The term in Latin has an equivalent meaning as the Lithuanian phrase *iš anksto*. As a result, an insertion of the Latin term in this sentence can be interpreted either as an educational feature for non-professional reader or as a traditional way to make a legal text redundant. This type of usage the Latin term causes no difficulties to understand the text for a Lithuanian non-professional reader and it specifies the message. However, this sentence lost its format after a translation. The Latin term *a priori* has been left in an original form in the translated sentence of the English language. Though, this Latin term is provided without initial brackets and there is no explanation what does this term means. As a result, the English sentence looks more professional and not as redundant as the Lithuanian sentence. In this case, the English sentence became shorter and more complicated to understand but it kept the meaning. The translation strategy used in this sentence was borrowing.

Latin terms are used in an original form as a standard word of SL without any explanations.

*E.g. (LT) Pardavėjas turi teisę vienašališkai didinti šiame punkte nustatytą mokestį pagal **ex-parte** sąlygą; (EN) the Seller shall reserve the right to increase the fee laid down in this Point **ex-parte** (1.5.71).*

In a sentence of the Lithuanian language the Latin term *ex-parte* is used in an original Latin form without any explanation in the Lithuanian language. The only way to emphasize an exceptional term is an italic font. This way of usage the Latin terms shows that a lawyers, who wrote a legal text, do not kept in mind the abilities of a target non-professional reader to understand a legal text. In this case, a legal jargon is used but not explained. As the glossary of the Constitutional Court of the Republic of Lithuania explains, the Latin term *ex-parte* means “from (by or for) a party”. An *ex-parte* decision is made by a judge without requiring all of the parties to the controversy to be present. However, this information is not obvious from the context and, as a result, a non-professional reader or translator would have to waste time to find information in glossaries or to accept a misunderstanding of a particular sentence. This sentence was translated in a literal way and the strategy of borrowing was used. In this case, the sentence kept an original format of the sentence and every segment. However, the decision of translator to keep the Latin term in the same format shows that the easiest way of translation were chosen and translator did not pay attention about the target reader. Nevertheless, the meaning of this sentence was not changed or lost and the legal equivalence of the sentence was ensured.

Latin terms that have been used in original forms in SL have been fully translated in TL.

*E.g. (LT) santykiai de facto; (EN) relationship exists in fact (1.3.54);  
(LT) santykiai de jure; (EN) relationship exists in law (1.4.54).*

This way of translation includes only the well-known and commonly-used Latin terms. In the sentences of the Lithuanian language the Latin terms *de facto* and *de jure* are used in an original Latin forms without any explanations in the Lithuanian language. However, these terms can be easily understood by the etymology of them, i.e., in a logical way the term *de facto* can be compared with an equivalent in Lithuanian *faktiškai* by the same sound. In these particular sentences, the meaning is clear but the understanding of non-professional reader can be predictable only. In cases like this one, a translator takes all responsibility to decide how a text will be oriented, i.e., to professional readers or to non-professional as well. As examples show, translator preferred to make a translated text less scientific but to ensure intelligibility for every target reader. In this case the meaning of sentences were not changed after translation of Latin terms and the legal equivalence was kept because both units were translated in similar morphological shapes and the original meaning was saved. The strategy of calque was chosen and this type of translation is TL oriented, i.e., a target reader is taking as a priority instead of legal jargon and traditions of profession.

In legal contracts of the Lithuanian language the Latin terms are not very common because the Lithuanian legal language was formed on a base of the Slavonic language. In the English legal language the Latin terms are more common and, as a result, they sound more natural in English

translations of contracts, e.g., (LT) *mutatis mutandis taikomos šios Sutarties nuostatos*; (EN) *the provisions of this Contract are applicable mutatis mutandis (1.6.73)*. As this example shows, there is no possibility to understand the Lithuanian sentence to a non-professional reader. As the glossary of the Constitutional Court of the Republic of Lithuania explains, the Latin term *mutatis mutandis* means “the necessary changes having been made”. Obviously, the term is not familiar to a Lithuanian speaker and it cannot be understood from the context of this sentence. Also, this term sounds oddly in a Lithuanian sentence. First of all, this happens because a complicated declension system is applied to the Lithuanian language and, when the endings of words do not match each other under the grammatical rules, the whole sentence sounds incorrect to a Lithuanian speaker. The second reason is the Latin terms are not used in many fields of science in the Lithuanian language. The exceptions are the fields of biology, medicine and law; therefore, the Latin terms are not familiar to even well-educated representatives of other professions. The translated English sentence is intricately understood for non-professional reader but the Latin term sounds more familiar. In this case, a translator used the used the strategy of borrowing and did not add any explanation, so the legal capacity of the sentence was not changed.

To sum up, the tradition of using Latin terms is remarkable strong in the field of law and some Latin terms were found in Lithuanian legal contracts as well. Latin terms in the Lithuanian contracts are written in original forms and the italic font is used. Usually, the Latin terms are used without any explanations in the Lithuanian language. As Latin terms are one of the main features of the legal jargon, they are used like attributes in the Lithuanian legal language, even if they do not meet any grammatical rules. In a process of translation into the English language, the Latin terms are untranslatable in most cases and used without explanation as well. The strategy of borrowing is the most common of translation of the Latin terms in legal contracts when an original form of term is saved in SL and TL. However, the strategy of calque is used as well when a term is used in its original form in SL but they are fully translated in TL. Altogether, the strategy of borrowing was used for 7 cases and that is 71% of all cases and the strategy of calque was used for translation of 2 units and that form a part of 29%.

### **2.2.2. Translation of Words from French**

Words from French and legal concepts of the French law are inseparable features of almost every national legal system of Europe. There are many historical, political and legal factors to explain this phenomenon. French legal terms and concepts are still used in the legal language because they make communication more precise, especially with extensive technical vocabulary of the French language. The French terms have stabilized meanings and they are conducive to accurate expression of the legal concepts.

However, Lithuanian has never been a part of kingdom or empire of France and the Lithuanian legal language has not been affected by the French language. Of course, some French legal concepts are used in the Lithuanian legal system and, as a result, some French words and phrases are borrowed in order to name those particular legal concepts. Nevertheless, French terms are very rare and not common in legal contracts of the Lithuanian language.

As all analysed examples show, *Force Majeure* is the most common French term used in the Lithuanian law of contracts. This term means a “superior force which is impossible to predict or to stop it“. Usually, this term is used in an original form, do not require any additional explanations and describes a separate provision of almost every contract. This provision of contracts establishes the circumstances when the Parties of contracts shall not be liable if they cannot fulfil their contractual obligations because of specified natural catastrophes, military intervention or other events. These circumstances are clearly described under the national law of every country.

In accordance with a legal jargon, that superior force has to be called *Force Majeure* and it supposed to be considered as an international term. However, in order to make a profit for one or another Party, the language of contracts is very tricky and some figurative tools of linguistic might be used.

*E.g. (LT) dėl aplinkybių, kurių jis/ji negali nei numatyti, nei išvengti (force majeure); (EN) due to circumstances which could not be either foreseen or avoided by him/her (force majeure) (2.10.37).*

As this example shows, the French term *Force Majeure* was used in a Lithuanian contract in its original French form. However, the sentence is redundant because that part “*nei numatyti, nei išvengti*“ means specified circumstances cannot be predicted and the term *Force Majeure* is used aside in brackets as additional information with the same meaning. Despite the fact of redundancy, this way of formation of a sentence is oriented to non-professional readers as well. The translation of this particular sentence is literal and the format of additional information is kept. The French term is provided in an original French form and brackets are used as well in translated sentence. This way of translation kept exactly the same meaning and saved the legal force of the sentence. The strategy of borrowing was used, in order to make text acceptable for target non-professional readers.

The redundancy of the text is not always a negative thing. Sometimes, a text can be considered as a legal text because of this additional information only.

*E.g. (LT) dėl ypatingų aplinkybių (Force Majeure); (EN) due to extraordinary circumstances of superior power (2.16.64).*

As this example shows, the Lithuanian sentence would be legally questionable without that additional information. The phrase *dėl ypatingų aplinkybių* can be interpreted very widely because it means

“*extraordinary circumstances*” and this phrase can include a great variety of events, occasions or actions. However, the added French term specified these circumstances, made a sentence more precise and ensured a legal capacity. Nevertheless, that legal capacity was lost in translation. The strategy of modulation was used and the original French term was fully translated as *extraordinary circumstances of superior power*. This translated unit has the same general meaning and an original, but the expression was changed. This translation is correct but not specified and that cannot be allowed in a legal language.

The general tendency is the French term *Force Majeure* is used with explanations in the Lithuanian legal contracts, e.g., *Force majeure aplinkybės (2.1.6); atsakomybę šalinančios aplinkybės force majeure (2.18.67); dėl force majeure išlygų (2.19.75)*. The original French terms are used as titles and all those additional words give detailed information to a non-professional reader that Force Majeure means some exceptional circumstances. In this way, the French terms look and sound more natural to native Lithuanian speakers and it is easier to understand these terms when explanations are provided. However, the strategy of borrowing are used usually and these explanations are not translated, i.e., only the original form of a French term are used in translations of contracts, e.g. *Force Majeure (2.1.6); due to the force majeure (2.2.9)*. These French terms are written in the italic font in Lithuanian and English; sometimes an original form of term is put in brackets but this is typically for the Lithuanian language only.

To sum up, the tradition of using French terms is not very common for the Lithuanian law of contracts. Usually, the phrase Force Majeure is used as legal term and legal concept of contracts. In Lithuanian contracts, this term is used in original French form and some explanations are usually provided aside. The strategy of borrowing is the most common for a translation of French terms and, as a result, those terms are provided in an original form in translated English contracts. French terms are provided in different syntactical or graphical way in both Lithuanian and English languages. To be more specific, the strategy of borrowing were used to translate 19 units of French words and that means 95% of all found units. The strategy of modulation was used just for one case and it is 5% of all found examples of French words in legal contracts.

### **2.2.3. Translation of Technical Terms**

Technical terms are the widest and the most important group of all lexical units used in legal language of contracts. This group defines the legal jargon as a specific and individual group and separate law from the other fields of science. Legal technical terms are international and strictly unambiguous terms, which exist in many languages across the world because most of them are loanwords or borrowings from the Latin language. Legal technical terms have individual connotation

and extension in the legal sense. Many legal technical terms of Lithuanian and English are institutionalized words, bounded by legal and linguistic rules. Most of these terms are traditional and used for quite long period already, that shows the formality and stagnation of law as a field of science.

Since jurisdictions categorise and identify its legal subjects in different ways, all legal technical terms are categorized into groups under the types of law they belong to. The technical terms of contract law are just a one group of the totality of all possible legal terms, however contractual terms form a very extensive group though. As a result, all these contractual technical terms are divided into five smaller sub-categories: (1) Terms that describes persons; (2) Terms that describes actions and phenomena; (3) Terms that describes documents; (4) Terms that describes legal institutions; (5) Fixed phrases.

### 2.2.3.1. Translation of Terms that describe Persons

Terms that describe persons are significantly important in legal contracts. As every kind of contracts define some business relations between two or more parties, these parties need to be specified in details. Accordingly, terms of this category describe legal professions mentioned in contracts, parties of contracts named under the specified obligations of them and roles of persons of legal proceedings. Usually, these terms are used in text of legal contract in singular form and they are personalised, even if particular term defines a company.

E.g. (LT) „Boost Collectibles“ *BV toliau vadinama: Tiekėjas ir MAXIMA LT, UAB Toliau vadinama: Pardavėjas*; (EN) *Boost Collectibles BV Hereinafter called: The Supplier and “Maxima”, LT, UAB Hereinafter called: The Shopkeeper (3.1.40.66).*

As an example shows, there are two companies are entering into agreement. In order to make a whole text of a contract not too long and reduce redundancy as possible, those companies are impersonated into a buyer and a seller. In the Lithuanian sentence, the tradition titles are used, i.e., that part which offers some services or goods is called *Tiekėjas (a supplier)* and that part which accept those services or goods and is going to resell it is called *Pardavėjas (a seller)*. However, this traditional linguistic practice was changed in the process of translation when a translator used a word *The Shopkeeper* in order to define the Seller. These two words are synonyms but there is a small shift in meanings of them. In accordance with the Cambridge Dictionary the exact meaning of the word *a seller* is “a person who is selling something” and the precise meaning of the word *a shopkeeper* is “a person who owns and manages a small shop”. In order to avoid any figurative meaning, do not devalue one part of a contract and keep the same legal value between SL and TL, all expressive words might not be used in translations of legal contracts. The strategy of literal translation was used to translate this example and the translation is correct, however it is not absolutely proper in this particular context. As a result, the legal value between original sentence and translated sentence is partially.

The terms of this group can describe a particular state of parties that were or could be caused of inappropriate fulfilling of contractual obligations.

*E.g. (LT) Kaltoji pusė; (EN) The guilty party (3.1.1.1);  
(LT) nukentėjusioji Šalis; (EN) aggravated Party (3.1.19.26);  
(LT) Dominuojanti sutarties Šalis; (EN) the prevailing party (3.1.23.39).*

In this case, an impact of a contract can be described or a fulfilling of contractual obligations can be determined. As the examples shows, these detailed titles give additional information, which is helpful to a professional reader, as it let to get a general view about contract faster, and it is helpful to a non-professional reader as well. In these sentences the strategy of literal translation was used, all segments kept the primary meaning and the legal value was not affected.

However, the main issue about translating these technical terms that describes persons is an absence of one united agreement how these units might be translated.

*E.g. (LT) nukentėjusioji Šalis; (EN) aggravated Party (3.1.19.26);  
(LT) Nukentėjusioji Šalis; (EN) to the victim Party (3.1.24.44).*

As this example shows, there two sentences with the same Lithuanian phrases but they are translated different. The standard Lithuanian phrases of *nukentėjusioji Šalis (the aggrieved party)* are used in both sentences. However, the translation of the first sentence is incorrect in general and this phrase is not used as a standard in the English legal language. The second sentence is translated in very literal way. The meaning of word *victim* is “being hurt, damaged or killed” and it is too wide for a contract as it could cause a serious misunderstanding. However, a way of translation of the second sentence is acceptable. The strategy of literal translation was used and the legal value is kept partially.

In general, this group of legal technical terms do not cause many problems of translation. Mostly of these terms a very traditional legal titles and they have the confirmed equivalents in other languages, e.g., *(LT) Vykdytojas; (EN) the Contractor (3.1.4.6); (LT) juridinio asmens; (EN) a legal entity (3.1.12.11); (LT) Nuomininkas; (EN) Lessee (3.1.16.15); (LT) Nuomotojas (EN) The Lessor (3.1.18.18); (LT) fiziniais asmenimis; (EN) natural persons (3.1.20.33); (LT) Darbuotojas; (EN) Employee (3.1.25.20); (LT) Teisiniamis patarėjams; (EN) Legal advisors (3.1.31.34).* As all examples show, these terms are very common in legal languages and the equivalents of translation can be found in a bilingual dictionary. The strategy of literal translation is the most appropriate to translate these terms and, as a result, the legal value is fully kept always.

To sum up, there is a great variety of person or subjects acting in a legal contract. Most of them are standardized terms that have confirmed equivalents in other languages. However, some cases are not standard and then an issue of translation is caused. In translation of these cases a little investigation is

needed in order to find the most appropriate equivalent because the legal value can be infringed otherwise. Due to make a general understanding, it was counted that the strategy of literal translation was used for translation of 48 units and that is approximately 92%. In order to translate non-standard cases the strategy of modulation was used two times and the strategy of borrowing was used for two times as well. Altogether, the usage of these two categories represent 8 % in total.

### **2.2.3.2 Translation of Terms that describe Actions and Phenomena**

The second group of technical legal terms includes terms that describe actions and phenomena. These terms define conclusions of legal proceedings and jurisdiction, conditions of legal contracts and results determined by these conditions. Terms of this group can describe actions or decisions of parties of contracts and the further actions that can be caused by a contract as well.

*E.g. (LT) Sutarties nutraukimas; (EN) Termination of the Contract (3.2.1.1);  
(LT) Sutarties pakeitimai; (EN) The alterations of Contract (3.2.7.9.);  
(LT) Sutarties negaliojimas; (EN) Invalidity of the Agreement (3.2.8.9);  
(LT) Sutarties suspendavimas; (EN) the suspension of Contract (3.2.19.35);  
(LT) Sutarties netesybos; (EN) Forfeit of Contract (3.2.21.38).*

As these examples reflect, the actions related with the validity of contracts are described and this is the main purpose to use technical terms that describes actions and phenomena in legal contracts. It happens because every legal contract establishes specific obligations of parties in order to reach the goals of contract; as a result, the proper or improper fulfilment of these obligations determines different consequences. These consequences might be described in standard unambiguous phrases that could not be interpreted in any way, in order to make text of a legal contract clear in the highest level. As a result, the terms *negaliojimas* (invalidity), *suspendavimas* (suspension) or *pažeidimas* (violation) are very common in legal contracts. In the Lithuanian sentences, all terms that describe a validity of contracts are used with additional word *Sutartis* (a contract) in order to emphasize that those terms are applied for the whole contract and not for separate particular provisions. In order to keep the clarity of a text and do not break a legal value, all segments are translated and an original format is kept. All sentences have been translated in a literal way and equivalents of technical legal terms of the English language were used. All these provided original and translated segments could be easily understood for a non-professional reader. In these cases, the strategy of literal translation was used and, as a result, the legal value of translated segments is preserved.

As legal contracts are very closely related with business issues, debts and other kinds of money transactions, many technical terms of this group describe legal actions, which are related with finances. Usually, they have strict connotation and transfer an imperious message of a contract.



*E.g. (LT) skolų išieškojimas; (EN) the recovery (3.2.39.55);  
(LT) gresiantis nemokumas; (EN) faced insolvency (3.2.41.56);  
(LT) inicijuojama bankroto procedūra; (EN) bankruptcy procedure is initiated (3.2.47.61);  
(LT) Priverstinis skolos išieškojimas; (EN) coercive exaction of the Loan amount (3.2.14.13).*

As given examples reveal, segments describe legal consequences that are provoked by improper fulfilment of some financial obligations of contracts. The Lithuanian sentences are expressed in standard unambiguous phrases on purpose to reach the clarity of a sentence. However, there are used some words that have emotional expression, e.g., *gresiantis* (*threatening*) or *priverstinis* (*compulsory*). These expressive words make a legal text more serious and indisputable. This feature is noticeable in translated segments as well in order to keep the same connotation and legal value. The strategy of literal translation was used to translate these segments because it let to keep expressiveness and strictness of all segments.

However, sometimes it is too difficult to find equivalent technical terms because of differences between legal systems. In order to make a translated text clear keep a legal value of it, translators use different techniques of translation.

*E.g. (LT) jungtinės sutuoktinių nuosavybės teise; (EN) the joint property right of husband and wife which describe the property that legally belong to both of spouses (3.2.27.43);  
(LT) teisminis įsiskolinimų ar nuostolių išieškojimas; (EN) judicial way to recovery debts or losses under the contractual consequences (3.2.44.59); (LT) įsigalioja nuo jos notarinio patvirtinimo; (EN) come into force after attestation or confirmation thereof by a public notary (3.2.52.64).*

In these cases, the strategy of modulation is used. These segments show that too detailed information cause difficulties to understand a text, e.g., in translation of the first segment that long description is not needed because *jungtinės sutuoktinių nuosavybės teisė* can be translated into English as *the joint community property of spouses*. However, when contracts include some vague segments of the provisions, it is better to use technical term and be oriented into a professional reader only. In these cases, it cannot be said that the English translations are incorrect but they all are not proper for legal contracts. This way of translation made sentences redundant, reduce a professional level of them and broke legal value. As a result, these segments could be interpreted in a different ways in a legal proceeding.

To sum up, technical legal terms that describe actions and phenomena are exceptionally important in translations of legal contracts as they determine a validity of contract and legal value of a translated text. The best way to translate this group of technical terms is the strategy of literal translations because it let to keep the specific connotation of words and do not make text redundant. In precise, the strategy of literal translation were chosen for translating of 57 units and that means a little bit more

than 87%. The second common strategy for translating legal actions and phenomena is modulation. It was used 6 times, so it is about 10%. The least common strategy for translating technical terms of this specific group is borrowing. This strategy was used just two times, so in percentage it is 3%.

### 2.2.3.3 Translation of Terms that describe Documents

The group of technical legal terms that describe documents includes the greatest variety of units as there the titles of individual legal texts, specified types of legal texts, legislations and legal corpuses are included.

In case of translation of technical terms that describe documents, the titles of individual legal texts as legal contracts is one of the most problematic aspect. As there are countless number of different titles of legal contracts, it is very difficult to describe them as a sub-category of technical terms that describe documents. It was determined by a fact that some tools of figurative language are allowed to be used in legal language. Of course, there are the main types of contracts determined by strict legal rules, e.g. Executed and Executory Contracts; Bilateral and Unilateral Contracts; Aleatory Contracts; Express Contracts and etc. However, the same type of contracts can be used to define different concepts, e.g. the Executory Contract can be established for the purpose of a lease of an apartment or for a supply of goods. In practice, many variations of titles of contracts are developed and it is not possible to collect all of them with proper equivalents of other languages. As a result, the titles of legal contracts are translating in a literal way usually. This practice causes many problems of misunderstanding not because of an incorrect translation but because the target readers are not familiar with a particular concept.

*E.g. (LT) faktoringo sutartis; (EN) the factoring agreement (3.3.16.9); (LT) Atitikties dokumentai; (EN) Conformity documents (3.3.15.9); (LT) Pirkimo-pardavimo sutartis; (EN) Sale and purchase contract (3.3.20.12); (LT) Nuomos sutartis; (EN) Rent agreement (3.3.49.26); (LT) Paslaugų sutartis; (EN) Service contract (3.3.53.29); (LT) konfidencialumo sutartis; (EN) The confidentiality agreements (3.3.108.61); (LT) ekspedijavimo paslaugų sutartį; (EN) forwarding services contract (3.3.127.67).*

These examples confirm the statement that there are plenty of different titles of contracts and they are formed on a basis of the main subject of a contract, i.e. if a contract is established in order to provide some specific services it is called *Paslaugų sutartis (Service contract) (3.3.53.29)* or if a contract is made in order to do not disclose some specific facts it is called *konfidencialumo sutartis; (The confidentiality agreements) (3.3.108.61)*. These titles were translated in a word-by-word way. In order to make a translation more precise, all international terms were translated under the strategy of literal translation, e.g. *faktoringo sutartis (the factoring agreement) (3.3.16.9)*. The strategy of literal translation was used to translate these titles and that is why the legal value was not violated.

However, a translation of titles of legal contracts can cause some issues as well. Usually, chosen of wrong strategy or an incompetence of translator these issues originate in translations. *E.g. (LT) Važtaraštis; (EN) The Bill Of Lading (3.3.101.60)*. This segment was translated as a literal translation. However, it is not a correct term that was chosen. In accordance with the Cambridge Dictionary, the exact meaning of the *The Bill Of Lading* means a document issued by a carrier to acknowledge receipt of cargo for shipment. However, the Lithuanian term *Važtaraštis* means a document issued by a carrier giving details and instructions relating to the shipment of a consignment of goods. As a result, the proper equivalent of the Lithuanian term *Važtaraštis* would be the English term *a waybill*. This small shift of a meaning can cause financial loss and damages and it breaks a legal value between SL and TL also.

Another wide sub-category of the technical terms that describe documents includes ruling legislations, regulations and directives. In legal discourse, all these laws in force are considered as documents. In accordance with the nature of all these laws they can be called documents, i.e. all of them have been written in a paper or digital form and became the integral parts of constitutions, codes or other legal corpora. As a result, the titles of legislations are included in this group and translations of these titles are complicated.

*E.g. (LT) LR statybos įstatymu; (EN) Construction Law of the Republic of Lithuania (3.3.8.1); (LT) Tarpininkavimo paslaugų teikimo sutartis; (EN) Agreement on the provision of mediation services (3.3.67.40); (LT) norminiai teisės aktai; (EN) Normative legal acts (3.3.69.42); (LT) Europos parlamento ir tarybos direktyva 94/62/EB; (EN) European parliament and council directive 94/62/EC (3.3.125.66); (LT) Lietuvos Respublikos autorių teisių ir gretutinių teisių įstatymas; (EN) the Law on Copyright and Related Rights of the Republic of Lithuania (3.3.153.74).*

These examples show a tendency that titles of legislation and other laws in force are translating in a literal way usually. In order to make a translation more precise, all international terms were translated under the strategy of literal translation, e.g. *(LT) Tarpininkavimo paslaugų teikimo sutartis; (EN) Agreement on the provision of mediation services (3.3.67.40)*. This practice let a non-professional and not a native speaker to understand a text at a minimum. For a translation of these examples of the titles of legislations and other law, the strategy of literal translation was used. This strategy allows translators to translate all titles of legislations in a very precise way and does not violate a legal value.

To sum up, there are many technical terms that describe documents and there is no way to collect all these terms and potential equivalents of them. As a result, it is important to fully understand the term as a legal concept of SL and then try to find an equivalent to a particular term because even a small shift of meanings of terms of this group can cause serious financial consequences. As this group of technical terms includes various titles of contracts, legislations and other legal documents, the best way

to translate the titles of legislation is to use the strategy of literal translation because this strategy let to translate those terms very precise and it preserves the legal value of these words as well. If talk in numbers, the strategy of literal translation was the most common for translating the titles of legal documents. It was used 144 times and it is 90% in total. The strategy of modulation is common as well; it was used for translating of 13 cases and that means about 9% of all found examples. The least common strategy was borrowing as it was used just for two cases and that means about 1% in total.

#### **2.2.3.4 Translation of Terms that describe Legal Institutions**

In contrast to the group of technical legal terms that describe documents, the group of technical legal terms that describe legal institutions is the smallest one. This group includes terms that name of the main institutions of law, i.e. independent courts, representative parliaments, accountable executive, the military and police, bureaucratic organisation, the legal profession and civil society itself.

A judiciary is a number of judges mediating disputes to determine outcome. Most countries have the systems of courts that are formed under the principle of pyramid, i.e., as primary institutions are courts of districts and as a supreme legal authority the appeal court is considered. The titles of courts are determined under the rules of the national languages and under the rules of law and, as a result, they are very precise.

*E.g. (LT) Vilniaus miesto 1-ame apylinkės teisme; (EN) Vilnius City District Court No. 1 (3.4.23.52); (LT) Vilniaus apygardos teisme; (EN) Vilnius Regional Court (3.4.24.52); (LT) atitinkamos instancijos Lietuvos Respublikos teisme; (EN) a relevant institution of the Republic of Lithuania in court (3.4.22.51); (LT) arbitražo teismo; (EN) the Arbitration Court (3.4.11.36).*

As these examples shows, a translation of titles of courts is strict, precise and standard. The reason is that those institutional titles in the Lithuanian language and those translations in the English language are confirmed by courts and the State Commission of the Lithuanian Language. It means that, a translator has no struggle to translate the title of *Vilniaus miesto 1-asis apylinkės teismas* because a translated version of this title *Vilnius City District Court No. 1* is provided even in the website of this court. Still, it is obvious that those titles of courts were translated under the strategy of literal translation. However, the bigger issue is to translate the specific kinds of courts, e.g. *arbitražo teismo; (EN) the Arbitration Court (3.4.11.36*. In this particular case, the strategy of calque was used and, as a result, a translated unit looks almost the same in a morphological way. This is the most common way to translate the titles of kinds of courts because in this way no misunderstanding of the meaning can be caused and the legal value is absolutely ensured.

As the titles of courts must be translated by precise and united equivalents, the titles of departments of government have to be translated in the same way. These titles have to be clear and precise in SL and

TL because this kind of institutions represent and supervise the state legislation and the way of execution of those legislations.

*E.g. (LT) pagal LR Finansų ministeriją; (EN) Ministry of Finance of the Republic of Lithuania (3.4.12.20); (LT) Valstybinės kelių transporto inspekcijos prie Susisiekimo ministerijos; (EN) The State Road Transport Inspectorate under the Ministry of Transport (3.4.14.32); (LT) Kultūros vertybių apsaugos departamentas; (EN) the Cultural Heritage Protection Department (3.4.15.34); Nacionalinė žemės tarnyba prie ŽŪM; the National Land Service under the Ministry of Agriculture (3.4.16.34).*

These examples show that the titles of departments of government are translating in the same way as the titles of courts, i.e. English equivalents of those titles are confirmed by a particular department and the State Commission of the Lithuanian Language. Moreover, those translated and confirmed titles are provided in the official websites of particular departments and, as a result, a translator does not need to create any new equivalents. The only one difference between translation of titles of courts and titles of departments of government is that in the titles of departments the acronyms are commonly used, e.g. ) *pagal **LR** Finansų ministeriją; (Ministry of Finance of **the Republic of Lithuania**) (3.4.12.20); Nacionalinė žemės tarnyba prie **ŽŪM**; the National Land Service under **the Ministry of Agriculture** (3.4.16.34).* These acronyms have been used in order to make the titles shorter because the institutional titles are very long and complicated. However, these acronyms might be decoded in translated text because translated acronyms do not match the originals. As those examples show, all titles were translated under the strategy of literal translation and, instead of original acronyms, the full titles were used. This practice perfectly ensures the same legal value of source text and target text.

To sum up, the group of technical legal terms that describe legal institutions is small and important. When the titles of legal institutions are translating, any interpretations cannot be allowed because represent and supervise the state legislation and the way of execution of those legislations. Usually, the titles of legal institutions have to be translated under the strategies of calque or literal translation. The good thing is that most of the state legal institutions have been translated the titles of them and those confirmed titles are provided in the official websites of institutions. However, the basic rules of translating the titles of legal institutions are decoded acronyms and literal translation. This group of technical terms different because the very common translation strategy of translation the titles of legal institutions is calque. It can be explain easily: translation of legal contract is made for foreign people and the strategy o calque allows these non-native speakers easily recognize the titles of institutions because they have similar morphological constructions in TT. In precise numbers, the strategy of calque was used 10 times and that means about 29% of all found examples. The strategy of literal translation was used for translating 23 titles and it makes 66% in total. The least common strategy for

translation of titles of legal institutions is modulation; it was used just two times and that is less than 5% in total.

### 2.2.3.5. Translation of Terms includes Fixed Phrases

The last group of technical legal terms includes fixed phrases. This category is the most controversial because usually at least one of these words are not a term, but together they create a new collocation with specific legal meaning. These legal fixed phrases are one of the most important features that define a genre of legal texts. Fixed phrases give a specific connotation to contracts and the text became more precise, professional and strict. The legal fixed phrases are characterized by the non-standard style and way of formulation; this is why these phrases had been considered as irregular and incorrect, if they would have been used in any other genre of texts.

*E.g. (LT) Šalių prievolės ; (EN) Obligations of Parties (3.5.9.2); (LT) prievolių nevykdymą; (EN) the failure to execute the obligations (3.5.24.6); (LT) (LT) įstatymo numatytus atvejus; (EN) cases stipulated in legislation (3.5.44.12); (LT) Ši Sutartis įsigalioja; (EN) Agreement comes into force (3.5.58.16); (LT) įskaitant, tačiau neapsiribojant; (EN) including but not limited (3.5.69.24).*

The given examples show that there are many variations of fixed phrases. In legal contracts these phrases are very useful as they can describe a legal fact (*prievolių nevykdymą (the failure to execute the obligations)*), the liabilities of parties (*Šalių prievolės (Obligations of Parties)*), the provisions of a contract (*Kitos sąlygos (Miscellaneous provisions)*) or many legal actions (*Ši Sutartis įsigalioja (Agreement comes into force)*). Fixed phrases can be considered as a fundamental part of legal jargon because phrases as *įskaitant, tačiau neapsiribojant (including but not limited)* are not found or used in any other professional jargon. These given examples were translated as under the strategy of literal translation and this is the best way to save a legal value of translated fixed phrases.

However, a translation of fixed phrases determine some serious issues because there is a great number of those phrases and not all of them have proper equivalents. There is a confrontation between the Lithuanian legal fixed phrases and the English legal fixed phrases. The main problem is that fixed phrases of different languages can be constructed in different ways or describe a different concepts and, in this way, an equivalent translation is barely possible.

*E.g. (LT) neatleidžia Šalių nuo finansinių įsipareigojimų; (EN) shall not relieve the Parties from full discharge of contractual obligations that includes money transactions (3.5.37.9); (LT) Sutartis galioja neterminuotai; (EN) Agreement remain in force without any specified time limitation (3.5.22.6); (LT) po raštiško perspėjimo; (EN) days from receiving the official written warning notice (3.5.23.6); (LT) Kreditorius yra neveiksnius; (EN) if it avoids accepting the performance (3.5.114.49).*

These examples illustrate the fact that some legal fixed phrases can be translated as just regular sentences. In particular examples given above, the Lithuanian legal fixed phrases are provided but they lost the format of fixed phrases after a translation into English. The Lithuanian fixed phrases were translated when the strategy of modulation was used, e.g. *Kreditorius yra neveiksnius (if it avoids accepting the performance)*. This unit was translated under the strategy of modulation and it lost its precise meaning. The general concept is preserved but it can be interpreted differently. However, this translation must be considered as incorrect because it not precise enough and the legal value were roughly violated.

To sum up, the legal fixed phrases are specific sub-category of technical legal terms because they consist of few words and some of them are not terms. However, fixed phrases determine the legal jargon and give a great precision to legal contracts. Nevertheless, differences of legal systems cause some translation issues and, in these cases, translators use the strategy of modulation but this way of translation sometimes can cause violations of legal value. In consideration of fact that the same legal value between ST and TT is the highest priority of legal contracts, the strategy of literal translation is recommended to use in translations of legal fixed phrases.

As it is obvious, the legal technical terms are very exclusive and important feature of legal contracts. The legal technical terms can define many different components of contracts and, as a result, they cause some serious issues in translations. However, as the practice reveals, the most proper way to translate these terms is the strategy of literal translation because it does not let to make any unnecessary interpretations. This strategy was used to translate 191 units and that is about 86%. The less common strategy to translate fixed legal phrases is modulation; here it was used for 28 cases and it means 13%. The strategy of calque was used also. However, just one case was translated under this strategy and it makes just 2% in total.

#### **2.2.4. Translation of Semi-Technical Terms**

The semi-technical terms are another one group of specific lexical units used in legal contracts. These terms have one general meaning and another meaning in the field of law. The lawyers use semi-technical terms in specific contexts or for some specific purposes. They are idiosyncratic and have separate precise definitions in the field of legal language. However, a special attention must be paid when non-technical words are used in apparently peculiar contexts.

*E.g. (LT) Sutarties 4.4 punkte; (EN) Clause 4.4 of the Contract (4.12.15); (LT) straipsnio 4.7. dalį ir jos redakciją; (EN) Clause 4.7 of the Agreement and set it forth its new wording (4. 14.17); (LT) dėl kitokio pobūdžio sutarties Šalies neveiksnumo; (EN) because of other kind of disability of the Party of the Contract (4. 17.22); (LT) Laikoma nukentėjusiaja sutarties Šalimi; (EN) Is considered as the aggrieved Party of the Contract (4.25. 43).*

As the examples given above show, the semi-technical terms used in legal contracts cannot be understood in this particular legal meaning without a further context. For instance, a word *neveiksnuas* (*disability*) separately can be understood as “an illness, injury, or condition that makes it difficult for someone to do the things that other people do”. However, the given sentence *dėl kitokio pobūdžio sutarties Šalies neveiksumo* (*because of other kind of disability of the Party of the Contract*) reveal that the word “disability” might be understood as “a legal impediment, including being a minor who cannot make a contract, or incompetent, as determined by others”. In this case, the Lithuanian term and the translated English equivalent have the same meanings that match each other in two different contexts. However, sometimes an original term and a translated equivalent have more meanings that differ from each other in different contexts. For instance, the word *straipsnis* (*a clause*) in the sentence of the legal contract *Sutarties straipsnio 4.7. dalį* (*Clause 4.7 of the Agreement*) means “the specific provision of a particular contract”. However, the first meaning of the Lithuanian word *straipsnis* is “an article about a particular subject in a newspaper or magazine, or on the internet”. The same situation is with the English word *clause* that was used as an equivalent in the given example. A word *clause* in the field of law means “the specific provision of a particular contract” as well. However, in the field of Grammar *a clause* means “a group of words, consisting of a subject and a finite form of a verb”. As a result, a translator and all reader of a contract supposed to be carefully while reading documents where polysemous terms are included.

To sum up, the semi-technical terms used in the legal contracts requires lots of attention of a translator because at the first sight, these terms can be understood in the more common meaning and, as a result, that would cause an incorrect translation and the violation of the legal value. The most proper strategy to translate this kind of terms is the strategy of literal translation because it preserves the precision of a legal meaning. This strategy was used for 35 times and it makes approximately 78% in total. The strategy of modulation was used to translate 6 examples of found lexical units and it makes almost 17%. There were found two cases translated under the strategy of borrowing, so it is just 4% of all examples of semi-technical terms. Finally, the analysis of examples of semi-technical terms one case of using the strategy of transposition was found. This one case represent just 1% of all examples of semi-technical examples. The semi-technical are not very common in legal contracts because the jargon is changing. However, the lawyers still insist on the traditional use of legal jargon.

### **2.2.5. Translation of Doublets and Triplets**

Doublets and triplets are very specific feature of legal jargon and a common stylistic habit as well. In legal contracts, doublets are called two distinct words derived from the same source but by different ways of transmission.



E.g. (LT) atlygina turėtas darbų išlaidas bei nuostolius; (EN) shall compensate all damages and loss (5.1.1); (LT) (Turtas) nėra įkeistas ar apribotas; (EN) (The property) is not deprived and limited (5.1.7); (LT) Pagal sutartyje numatytas sąlygas ir procedūras; (EN) According to the conditions and procedure (5.17.13); (LT) Susitarimai yra niekiniai ir netikri; (EN) agreements are null and void (5.30.24); (LT) neturi teisių ar pretenzijų; (EN) do not have any rights or claims (5.34.28); (LT) yra minimalūs ir pagrindiniai nuostoliai; (EN) the minimum and basic loss (5.50.34); (LT) nepažeis teisių ir teisėtų interesų; (EN) would not infringe rights and legitimate interests (5.55.35).

As the given examples show, doublets have very similar meanings as well as form of both originals and translated units: *minimalūs ir pagrindiniai nuostoliai* (the *minimum and basic loss*) (5.50.34); *kitas išlaidas ar sąnaudas* (other *costs and expenses*) (5.68.40). Usually, both lexical units of doublets belong to the same parts of speech, e.g. (LT) *spręs geranoriškai ir protingai*; (EN) *benevolently and reasonably* (5.79.51) – two adverbs; (LT) *Šalis pareiškia ir garantuoja*; (EN) *Each Party states and guarantees* (5.80.51) – two verbs; (LT) *patvirtinimai ir pritarima*; (EN) *certifications and approvals* (5.81.51) – two adverbs; (LT) *įstatymo ar kito norminio akto*; (EN) *any applicable law or provisions* (5.84.51) – two nouns. This tendency emphasise the message of the text, give a stronger and stricter connotation to a contract and make text of a contract persuasive and indisputable. In order to ensure the precision of a text and the same number of lexical units in a translated contract, doublets are translating under the strategy of literal translation usually.

However, despite the fact that every lexical unit has a legal value in contracts, some translators decide to translate doublets in a shorter way when some words are eliminated in the process of translation. In this way, a translated text looks less redundant than original and it easier to understand it for non-professional readers.

E.g. (LT) *Bet kokį ginčą ar nesutarimą*; (EN) *All disputes* (5.3.1); (LT) *Šalys aiškiai ir nedviprasmiškai susitaria*; (EN) *The Parties agree* (5.51.34); (LT) *turėjimas ir laikymas*; (EN) *to keep them* (5.88.51); (LT) *surasti ir pritraukti klientus*; (EN) *To find clients* (5.92.52); (LT) *nustatyta tvarka ir terminais*; (EN) *according to the procedure* (5.101.55); (LT) *sandėliavimo ir saugojimo sąlygas*; (EN) *conditions for the storage* (5.102.55).

All these examples show that the original Lithuanian doublets after translation became the single English words that represent the generalized meanings of every unit. This way of translation of doublets is obtained by the strategy of modulation. It cannot be considered as an incorrect way of translation because it does not change the meaning between a unit of SL and a unit of TL. However, in consideration of the fact that every word of a legal contract takes a legal value in proceedings, this way of translation should not be acceptable.

To sum up, the most appropriate strategy for translation of doublets in legal contracts is literal translation. This strategy was used 178 times and it is 93% of all examples of doublets. This tendency

can be easy predictable because it is important to keep the same number of lexical units in translated legal contracts and do not lose the functional value of doublets. The strategy of modulation was used as well. However, this strategy is not common for translating legal doublet because it can breach the functional value. There was found 12 cases of the usage of modulation and it makes just about 7% of all examples.

The legal triplets are three synonyms used together. They have the same lexical function as doublets, i.e., they make text more precise, do not let to make any interpretations and give a specific connotation to a legal contract. However, triplets in legal texts refer to a psychological game, a wish to manage a situation towards a particular way or even to mislead a target reader as well.

*E.g. (LT) informacija yra teisinga, tiksli ir išsami; (EN) information would be true, accurate and complete (5.1.17.35); (LT) mokesčiai, rinkliavas ir maitus; (EN) taxes, levies and duties (5.1.20.36); (LT) vadovaudamosi teisingumo, protingumo ir sąžiningumo principais; (EN) following the principles of justice, reason and fairness (5.1.21.40); (LT) visų nuostolių, žalos ir išlaidų; (EN) all losses, damage and costs (5.1.26.40); (LT) Pareiškimai buvo buvo neteisingi, neišsamūs ar melagingi; (LT) the representations is incorrect, incomprehensive or false (5.1.27.40).*

As examples shows, triplets are nouns, adverbs or adjectives mostly. They do have almost the same meaning and do not let to make any interpretations. Usually, triplets are separated by commas or slashes and one conjunction is always used, e.g., *teisinga, tiksli ir išsami (true, accurate and complete (5.1.17.35))*, *neteisingi, neišsamūs ar melagingi (incorrect, incomprehensive or false (5.1.27.40))*. Triplets need to be translated in a similar way as doublets. It means the strategy of literal translation is the most appropriate translation strategy for triplets in legal contracts because triplets always have a specific connotation that cannot be lost in translated documents. This is why the strategy of literal translation was used 93 times and that means 95% of all examples of legal triplets. However, the tendencies of making texts shorter after the translation became stronger in past few year and, as a result, some translators eliminate or generalizing triplets in a process of translation. Therefore, the strategy of modulation sometimes are used for translation of legal triplets. However, this strategy is not very common and there were found just 5 cases and this is about 5% of all examples of triplets found in legal contracts.

To sum up, lexical doublets and triplets in legal contracts are used as tradition tools of legal language. However, despite the fact that they make text redundant, doublets and triplets emphasize the prediction and strictness of a contract, do not let to interpret text in any other way and make text of a contract indisputable. In order to preserve the legal value, the most appropriate way to translate doublets and triplets is the strategy of literal translation.

## **2.2.6. Translation of Pleonasms**

Pleonasms are additional lexical units that considered as mistakes of texts that cause odd and absurd in the meaning of a sentence. These pleonastic constructions are common in legal texts and in legal contracts as well. The issue related with pleonasms is that they are incorrect and redundant usage of language and, as a result, pleonastic constructions supposed to be eliminated from texts or at least they might be omitted in the process of translation. However, in accordance with rules of law and legal language, every segment of a contract must be translated. In this way, translators are often influenced by the structure of pleonastic constructions in a SL and translate in a literal way (word-by-word) and that is how similar pleonasms are created in the target language.

*E.g. (LT) esant matomam brokui ar akivaizdžiam Prekių sugadinimui; (EN) in case of obvious defects or obvious deterioration of the Goods (6.6.3); (LT) išankstinio avansinio apmokėjimo; (EN) Buyer prepays in advance (6.8.21); (LT) grąžinti visas įmokas ir pinigus; (EN) return all deposits and moneys (6.15.60); (LT) suteikia jas nepilnai ne visa apimtimi; (EN) executes them not completely not to full extent (6.16.61); (LT) Nuomininko perduodamos grąžinamos Patalpos turi būti tvarkingos; (EN) The Premises being transferred returned by the Lessee must be tidy (6.22.78).*

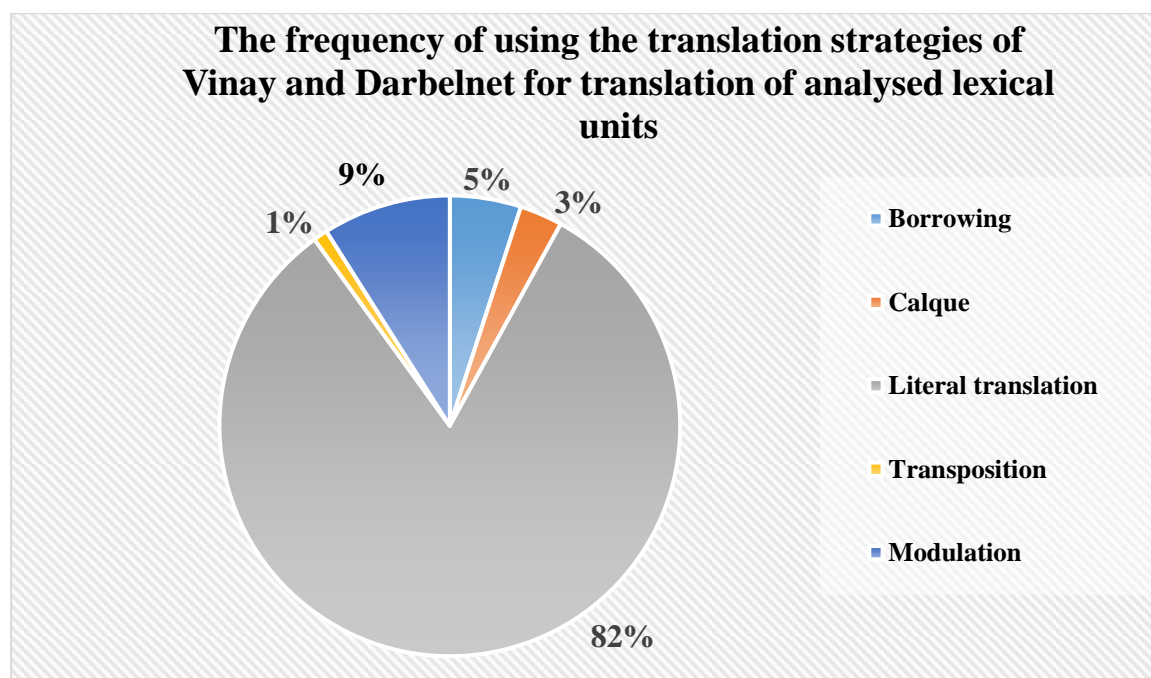
As these examples show, mostly of Lithuanian examples of pleonasms have the same meaning expressed by two or more words. Some of them sound even as an absurd, e.g., *išankstinio avansinio* because both of these words means ‘paying in advance’ or *nepilnai ne visa apimtimi* means ‘not fully enough’ as well. It is obvious that these additional units do not make text more precise but just redundant. However, these examples have been translated in a literal way and translated units preserved the same absurdity and even makes no sense, e.g., *prepays in advance* or *not completely not to full extent*. Thus, it must be admitted that translators fulfill the requirement of legal language to translate every single unit of a SL. However, these cases are the best prove that sometimes it necessary do not follow the rules, because it can cause a negative consequences otherwise.

Nevertheless, in some cases of usage the pleonastic constructions in legal contracts, the translators solve this problem and, as a result, at least a translated contract looks correct and precise. E.g., *(LT) būti pakeistas kitu tokiu pat analogišku darbu; (EN) replaced by another works (6.2.1.); (LT) teisės teisminiu keliu; (EN) by judicial means towards (6.18.68.); (LT) Vykdytojai kyla būtina prievolė; (EN) the Executor shall be liable (6.20.73); (LT) tai bus įsakmiai privaloma; (EN) unless it is mandatory (6.24.78).* All these examples show that translators violated the rule of translation every single unit of a contract. However, the translated units look more logical and understandable. As these cases can prove it, e.g., *tokiu pat analogišku* both of these words means ‘another one but the same’. However, there is no necessity to use this redundant construction and, as a result, this expression of three words was translated just into one word *another*, which has a meaning of ‘another one’. The functional value of the original expression was not kept, but in a stylistic point of view, the translated unit is better and easier to understand for a target reader. All of these above mentioned examples were translated in the

same way when pleonastic constructions of the original units were cut for stylistic purposes. This type of translation is a target reader oriented.

There are two obvious tendencies of translation the pleonastic constructions. The first one tendency is to translate the pleonastic constructions word-by-word. This tendency is defined by the main rule of legal language, which says that every unit of legal contract has a specific legal value and, as a result, all units must be translated. Many translators still follow this rule and translate the pleonastic constructions in a literal way, even when these constructions are absurd and cause a redundancy of TT. The second tendency is to translate pleonastic construction in a shorter way and eliminate those additional units. However, this tendency was developed not under the rules of legal language. Both of these tendencies were noticed in translated pleonastic constructions of contracts. In Lithuania, word-by-word is a common way to translate the pleonasm. As result, the strategy of literal translation was used 19 times and it is approximately 76% of all examples of pleonasm. The strategy of modulation was used only 6 times and it means about 24% in total. A difference between that percentage shows that the Lithuanian translators still are conservative and they rather chose to follow the rules blindly than to produce stylistically better text of translation.

As it can be understood from the analysis, the strategy of translation can determine the validity of translated documents. In linguistics, there are many different strategies of translation proposed by different authors. However, not all of them can be properly using for a process of translation of legal contracts, because the highest level of precision is required for this specific kind of legal documents. According to this basic requirement, the seven strategies of translation proposed by Vinay and Darbelnet were chosen as the most appropriate strategies for translation of lexical units in legal contracts. These strategies allow the translators to preserve the functional value of translated units and, as a result, a legal value of TT is ensured. However, in translation of legal contracts some of these strategies are more common than others. It depends on requirements of precision of the contracts as well. The clear distribution of these translation strategies used in translation of lexical units of legal contracts are provided in the chart below.



**Image 1.** The distribution of translation strategies by Vinay and Darbelnet in this analysis

This chart clearly shows that the strategy of literal translation is an absolute favourite in translation of lexical units of legal contracts. This choice can be explained by the rule of precision in legal contracts. As this rule requires, every single unit of legal contract must be translated. The strategy of literal translation was used to translate 788 units of all analysed lexical units of all indicated categories. In general, this is approximately 82% of all analysed examples. This result confirms the presumption that most of analysed original and translated contracts were correct and got the same functional and legal values. The second widely used strategy of translation was modulation. There were found 81 cases translated under this strategy. This strategy was common in translation for the titles of legal documents, legal fixed phrases and the pleonastic constructions. Approximately 9% of all analysed units were translated under the strategy of modulation. On the third place, there is the strategy of borrowing. This strategy is irreplaceable while dealing with words of other languages. In this analysis, almost all words and expressions from Latin and French were translated under the strategy of borrowing. Altogether, there were found 32 cases when borrowing was used and it is almost 5% in total. The translation strategy of calque is the fourth most appropriate strategy for translation of legal lexical units. This strategy of calque mostly was used to translate the titles of legal institutions because this strategy allows a word of TT to imitate a morphological structure of a word of ST. In this way, the words or titles of TT became easily recognizable for non-native and non-professional readers. The strategy of calque was used to translate 13 cases and it is 3% of all examples found for analysis. The strategy of transposition is the least common for translating lexical units of legal contracts. This strategy allows the translators to make shifts in word classes. This strategy would be very helpful in translation of two very different languages when the linguistic morphologic and syntactic systems have nothing in common or when literature is translating. As in this work strict legal contracts of Lithuanian

and English languages were analysed and both of them belong to language family of the Indo-European, the strategy of transposition was not common. There was found just one case when the strategy of transposition was used and it is just about 1% of all analysed examples. Vinay and Darbelnet proposed seven translation strategies but only five of them was used to translate lexical units found as source of this analysis. The two left strategies is the strategy of equivalence, which is doubtful and questionable as a strategy of translation in general, and the strategy of adaptation, which is more appropriate for translation of cultural items and realities.

To sum up, legal texts are exceptional kind of legal documents. As they represent the financial agreements, it is important to translate them very precise and do not lose the message of a text. However, legal contracts involve many problematic lexical units that came from old and archaic traditions of law and these units can be very unrecognizable in different legal languages. Only the correctly chosen strategy of translation and knowledge of legal translation can ensure the same legal value between ST and TT of the legal contracts.

## CONCLUSIONS

When the comparative, quantitative and descriptive analysis of the problematic lexical units of the Lithuanian language, found in legal contracts, and their translation into the English have been done, the following conclusions have been made:

1. From the theoretical point of view, the main six categories of the problematic lexical units were indicated: 1) Words from Latin; 2) Words from French; 3) Technical Terms; 4) Semi-technical Terms; 5) Doublets and Triplets; and 6) Pleonasms. They all have specific features and need to be translated in different ways in order to ensure the precision of legal texts.
2. The problematic lexical units of those six categories have different percentage of occurrence in the legal contracts. The most common group of the problematic lexical units of the Lithuanian language is the technical terms and its subcategory of terms that indicate legal documents. The second very common group of the problematic lexical units are doublets and triplets because they are very traditional feature of legal language. On the next-to-last group of problematic lexical units are the pleonastic constructions that occur in legal contracts. The words from Latin were indicated as the most unusual group of problematic lexical units.
3. The strategy of literal translation is the most common for translation of lexical units in legal contracts and approximately 82% of all analysed examples were translated under this strategy. The second widely used strategy of translation was modulation. There were found 81 cases translated under this strategy and it is 9% of all analysed units. On the third place is the strategy of borrowing. Altogether, there were found 32 cases and it is almost 5% in total. The translation strategy of calque is the fourth most appropriate strategy for translation of legal lexical units. The strategy of calque was used to translate 13 cases and it is 3% of all examples. The least common strategy for translation of lexical units in legal contracts is transposition. There was found just one case when the strategy of transposition was used and it is just about 1% of all analysed examples.
4. The hypothesis was partially denied. If the proper strategy of translation of lexical units is chosen, in accordance with a particular situation of translation, the texts of legal contract of SL and TL can be fully equivalent and translated legal contracts retain the same legal value after a translation.

## LIST OF REFERENCES

### Articles

1. Al-Refo, M., Faqir, R. (2016) From Legal Translation to Legal Globalization: Globalization of Criminal Laws to Counter Global Crimes // *International Journal of Humanities and Social Science* Vol. 6, No. 4 April 2016, pp. 275-281 ISSN 2221-0989
2. Biel, L. (2008) Legal Terminology in Translation Practice: Dictionaries, Googling or Discussion Forums? // *SKASE Journal of Translation and Interpretation* vol. 3 No.1 ISSN 1336-7811
3. Burukina, O. (2012) Legal translation: principles of success // *Contemporary Readings in Law and Social Justice* 4(1) p. 570-590 ISSN 2162-2752
4. Chen, Y., Yun, D. (2014) On the language features of English contract translation // *International Journal of Language and Linguistics* 2014; 2(6-2) p.1-5 ISSN: 2330-0221
5. Cheng, L., Kui Sin, K. (2008) Terminological Equivalence in Legal Translation: A Semiotic Approach // *Journal of the International Association for Semiotic Studies*, 172-1/4 (2008) 33-45p, ISSN: 1613-3692
6. Chroma, M. (2014) Making Sense in Legal Translation // *Semiotica. Journal of the International Association for Semiotic Studies* Vol.2014, Issue 201 Aug 2014 p. 121–144, ISSN 1613-3692
7. Darani, P. A. (2013) Functional Equivalence Revisited: Legal Translation in Persian and English Through Parallel Corpus // *English for Specific Purposes World*, 14 (39) ISSN 1682-3257
8. Feng, Z. (2012) On the Stylistic Features of Legal English // *World Journal of English Language* Vol 2, No 2 (2012) ISSN 1925-0711
9. Galdia, M. (2013) Strategies and Tools for Legal Translation // “Comparative Legilinguistics” *International Journal for Legal Communication* Volume 16/2013 p. 77-95, ISSN 2080-5926
10. Garzone, G. (2000) Legal Translation and Functionalist Approaches: a Contradiction in Terms? // in *La Traducion juridique, histoire, theorie (s) et pratique*, edited by J. -Cl. Greumar. Bern and Geneva: ASTTI and ETI p. 395-414
11. Gotti, M. (2016) Linguistic Features of Legal Texts: Translation Issues // *Statue Law Review Journal Oxford University Press* Vol. 37 Issue 2 June 2016 p. 144-155 ISN 1464-3863
12. Guera, A. F. (2012) Translating culture: problems, strategies and practical realities // *Art and Subversion* No. 1, Vol. 3, ISSN 1847-7755
13. Hargitt, S. (2000) What Could Be Gained in Translation: Legal Language and Lawyer-Linguistics in a Globalized World // *Indiana Journal of Global Legal Studies* Vol. 20, No. 1 ISSN 1080-0727
14. Harvey, M. (2002) What so Special about Legal Translation? // *Meta: Translators’ Journal* Vol. 47 No. 2 2002 p. 177-185 ISSN 0026-0452



15. Janulevičienė, V., Rackevičienė, S. (2011) Translation Strategies of English Legal Terms in the Bilingual Lithuanian and Norwegian Law Dictionaries // *Socialinių mokslų studijos* 2011, 3 (3), p. 1079-1093 ISSN 2029-2244
16. Juodinytė-Kuznetsova, K. (2015) Contrastive Semantic Analysis of Contract Law Terms in Studies of Foreign Language for Specific Purposes // *Darnioji daugiakalbystė | Sustainable Multilingualism* | 7/2015 ISSN 2335-2027
17. Kasperavičienė, R. (2012) On Semantic Pleonasm and Their Translation in Institutional Register// *Kalbų studijos*, 2012. No. 21 ISSN 1648-2824
18. Maksimaitis, M. (2007) Prie lietuviškos teisės kalbos ištakų // *Jurisprudencija*, 2007 5(95); 7–13p ISSN 1392-6195
19. Mohammad, A. K., Alawi, N., Fakhouri, M. (2010) Translating contracts between English and Arabic: Towards a more pragmatic outcome // *Jordan Journal of Modern Languages and Literature*, Vol. 2 No.1, p. 1-28, ISSN 2304-8069
20. Molin, L., Albir, A. H. (2002) Translation Techniques Revisited: A Dynamic and Functionalist Approach // *META* Vol. 47, No. 4, December, ISSN 1492-1421
21. Panou, D. (2013) Equivalence in Translation Theories: A Critical Evaluation // *Theory and Practice in Language Studies*, Vol. 3, No. 1, pp. 1-6, January 2013, ISSN 1799-2591
22. Pennisi, G. A. (2016) Legislative Drafting and Language: Legal Language in Context // *Statue Law Review Journal Oxford University Press* Vol. 37 Issue 2 June 2016 p. 97-100 ISSN 1464-3863
23. Pommer, S. (2008) Translation as Intercultural Transfer: The Case of Law // *SKASE Journal of Translation and Interpretation*, Vol. 3 No.1 ISSN 1336-7811
24. Rudaitienė, V. (2006) Skolinių vartojimas teisiniame diskurse // *Jurisprudencija*, 2006 8(86); 43–50p, ISSN 1392-6195
25. Stepanovienė, A. (2010) Problems in the Translation of Law Terminology // *Visuomenės saugumas ir viešoji tvarka* 2010 (4) P. 217-224 ISSN 2029-1701
26. Stolze, R. (2012) The Legal Translator's Approach to Texts // *Humanities* 2013, 2, p. 56–71 ISSN 2076-0787
27. Urbšienė, L. (2011) Globalizacijos samprata: Šiuolaikiniai požiūriai // *Verslas: Teorija ir praktika* 2011 12(3): 203–214 ISSN 1822-4202
28. Veretina-Chiriac, I. (2012) Characteristics and Features of Legal English Vocabulary // *Lingvistică și Literatură* 2012 No. 4(54) ISSN 1811-2668
29. Vonsavičius, B. (2001) Teisinė raštvedybos dokumentų galia // *Jurisprudencija*, 2001, t. 21(13); 158-164p, ISSN 1392-6195

30. Waliński, J. T. (2015) Translation Procedures // University of Łódź 04 October 2015, Publication p. 55-67, available from academia.edu [https://www.academia.edu/16458764/Translation\\_Procedures](https://www.academia.edu/16458764/Translation_Procedures)
31. Zhu, J., Wu, Q. (2011) A Brief Analysis on the Stylistic Features of English for Business Contracts // Theory and Practice in Language Studies, Vol. 1, No. 12 p. 1849-1852, December 2011 ISSN 1799-2591
32. Žilinskienė, V. (2001) Teisės terminai ir terminų žodynai // Jurisprudencija, 2001, t. 21(13); 165-170p, ISSN 1392-6195
33. Żrałka, E. (2007) Strategies in the Translation of Legal Texts-implication for Translation Pedagogy // The Journal of Specialized Translation ISSN 1740-357X

### **Books**

1. Koženiauskienė, R. (2005) Juridinė retorika // Vilnius: Vaga, p.280-281, ISBN 978995555777
2. Snyder, F. (2004) Economic Globalization and the Law in the 21st Century // The Blackwell Companion to Law and Society. Blackwell Companions to Sociology. Blackwell Publishing, p. 624-640. ISBN 0631228969
3. Solan, L., Tiersma, P. (2012) Language in the Civil Law Tradition // The Oxford Handbook of Language and Law. Oxford, Oxford University Press, ISBN 978-0-19-874496-2
4. Wolff, L. (2011) Legal Translation // The Oxford Handbook of Translation Studies. Oxford, Oxford University Press, p. 228-242 ISBN 978-0-19-923930-6

### **Online books**

1. Alcaraz, E., Hughes, B. Legal Translation Explained [online] New York: Routledge, 2002 ISBN 1470-966X [cited 2017-02-02] Available from Google Books [https://books.google.lt/books/about/Legal\\_translation\\_explained.html?id=1285AQAIAAJ&redir\\_esc=y](https://books.google.lt/books/about/Legal_translation_explained.html?id=1285AQAIAAJ&redir_esc=y)
2. Cao, D. Translating Law [online] Toronto: Multilingual Matter Ltd., 2007 ISBN 13 9781853599545 [cited 2017-03-07] Available from Google Books [https://books.google.lt/books?id=dA8Xns6\\_LUgC&printsec=frontcover&hl=lt#v=onepage&q&f=false](https://books.google.lt/books?id=dA8Xns6_LUgC&printsec=frontcover&hl=lt#v=onepage&q&f=false)
3. Espenschied, L. E. Contract Drafting – Powerful Prose in Transactional Practice [online] Chicago: ABA Book Publishing, 2010 ISBN 97 8163 4250 689 Available from Google Books [https://books.google.lt/books?id=NRNUshLwjMgC&pg=PA164&redir\\_esc=y#v=onepage&q&f=false](https://books.google.lt/books?id=NRNUshLwjMgC&pg=PA164&redir_esc=y#v=onepage&q&f=false)

4. Ingels, M. B. Legal English Communication Skills [online] Acco Leuven: Voorburg 2006 ISBN 90-334-6112-9 [cited 2017-03-02] Available from Google Books [https://books.google.lt/books/about/Legal\\_English\\_Communication\\_Skills.html?id=xyF\\_RYr0-McC&redir\\_esc=y](https://books.google.lt/books/about/Legal_English_Communication_Skills.html?id=xyF_RYr0-McC&redir_esc=y)
5. Nation, I. S. P. Learning Vocabulary in Another Language [online] Cambridge: Cambridge University Press, 2001 ISBN 97 8113 9524 759 [cited 2017-02-10] Available from Google Books [https://books.google.lt/books/about/Learning\\_Vocabulary\\_in\\_Another\\_Language.html?id=sKqx8k8gYTkC&redir\\_esc=y](https://books.google.lt/books/about/Learning_Vocabulary_in_Another_Language.html?id=sKqx8k8gYTkC&redir_esc=y)
6. Šarčević, S. New Approach to Legal Translation [online] London: Kluwer Law International, 2000 ISBN 90 4011 0401 1 [cited 2017-01-07] Available from Google Books [https://books.google.lt/books?id=i8nZjjo\\_9ikC&printsec=frontcover#v=onepage&q&f=false](https://books.google.lt/books?id=i8nZjjo_9ikC&printsec=frontcover#v=onepage&q&f=false)
7. Vinay, J. P., Darbelnet, J. Comparative Stylistics of French and English: a Methodology of Translation [online] Amsterdam/ Philadelphia: John Benjamins Publishing Company, 1995 ISBN 9789027216106 [cited 2017 05 13] Available from Google Books [https://books.google.lt/books/about/Comparative\\_Stylistics\\_of\\_French\\_and\\_Eng.html?id=I06D-6gU45sC&redir\\_esc=y](https://books.google.lt/books/about/Comparative_Stylistics_of_French_and_Eng.html?id=I06D-6gU45sC&redir_esc=y)

## APPENDIXES

### APPENDIX 1. Loan Words from Latin

No.	No. of Contract	LT	EN	Strategy
1.	17	kuriuo <i>mutatis mutandis</i> bus pakoreguotos Sutarties nuostatos	which shall <i>mutatis mutandis</i> adjust the provisions of the Agreement	Borrowing
2.	34	leidžianti Pardavėjui <i>ex-parte</i> neteisimine tvarka nutraukti Pirkimo-pardavimo sutartį	the Seller has a legal right to terminate the Contract in the <i>ex-parte</i> way	Borrowing
3.	54	santykiai <i>de facto</i>	relationship exists in fact	Calque
4.	54	santykiai <i>de jure</i>	relationship exists in law	Calque
5.	71	Pardavėjas turi teisę vienašališkai didinti šiame punkte nustatytą mokestį pagal <i>ex-parte</i> sąlygą	the Seller shall reserve the right to increase the fee laid down in this Point <i>ex-parte</i>	Borrowing
6.	73	<i>mutatis mutandis</i> taikomos šios Sutarties nuostatos	the provisions of this Contract are applicable <i>mutatis mutandis</i>	Borrowing
7.	73	kad jos pateikimas jokioms aplinkybėms esant iš anksto ( <i>a priori</i> ) nesukelia Užsakovo prievolės atlikti atitinkamo mokėjimo	its submission in no circumstances <i>a priori</i> shall not make the Customer liable for making an appropriate payment	Borrowing

### APPENDIX 2. Words from French

No.	No. of Contract	LT	EN	Strategy
1.	6	Force majeure aplinkybės	Force Majeure	Borrowing
2.	9	Nenugalimos jėgos aplinkybės	The force majeure circumstances	Borrowing
3.	10	dėl neįmanomų numatyti aplinkybių	due to the force majeure	Borrowing
4.	12	nenugalimos jėgos	force majeure	Borrowing
5.	22	dėl nenugalimos jėgos (force majeure)	due to the force majeure	Borrowing
6.	24	dėl <i>force majeure</i>	due to force majeure	Borrowing
7.	29	nenugalimos jėgos veiksmų	force majeure circumstances	Borrowing
8.	35	Nenugalimos/ nenumatomos jėgos (force majeure)	force majeure	Borrowing
9.	36	<i>Force Majeure</i> aplinkybių	Force Majeure events	Borrowing
10.	37	dėl aplinkybių, kurių jis/ji negali nei numatyti, nei išvengti ( <i>force majeure</i> ),	due to circumstances which could not be either foreseen or avoided by him/her	Borrowing

			(force majeure),	
11.	42	dėl susidariusių neįveikiamų aplinkybių (force majeure),	due to the extraordinary circumstances (force majeure),	Borrowing
12.	43	dėl nenugalimos jėgos	due to force majeure	Borrowing
13.	51	force majeure aplinkybės	reasons of force majeure	Borrowing
14.	57	nenugalimos jėgos aplinkybių pasekmė	the force majeure circumstances	Borrowing
15.	61	Nenugalima jėga ( <i>force majeure</i> )	<i>Force Majeure</i>	Borrowing
16.	64	dėl ypatingų aplinkybių ( <b><i>Force Majeure</i></b> )	due to extraordinary circumstances of superior power	Modulation
17.	66	Nenumatytos aplinkybės	Force majeure	Borrowing
18.	67	atsakomybę šalinančios aplinkybės ( <i>force majeure</i> )	by the circumstances of Force Majeure	Borrowing
19.	75	<i>force majeure</i> išlygų	Force majeure	Borrowing
20.	76	„force majeure“ aplinkybių	<i>Force Majeure</i> circumstances	Borrowing

### APPENDIX 3. (3.1.) Technical terms define persons

No.	No. of Contract	LT	EN	Strategy
1.	1	Kaltoji pusė	The guilty party	Literal translation
2.	5	Fizinis asmuo	A physical person	Literal translation
3.	5	Darbdavio atstovas	Representative of the employer	Literal translation
4.	6	Vykdytojas	the Contractor	Literal translation
5.	6	komercinis atstovas	commercial representative	Literal translation
6.	6	prokūristas	proxy	Literal translation
7.	7	Tretieji asmenys	The third Parties	Literal translation
8.	9	tretiesiems asmenims	To the third parties	Literal translation
9.	9	atstovaujama valdybos narės	represented by member of board	Literal translation
10.	10	Panaudos Davėjas	the Lender	Literal translation
11.	10	Panaudos Gavėjas	the Loan recipient	Literal translation
12.	11	juridinio asmens	a legal entity	Literal translation
13.	12	Įgalioti asmenys	authorized persons	Literal translation
14.	13	Kreditorius	Lender	Literal translation
15.	13	Skolininkas	Borrower	Literal translation
16.	15	Nuomininku	Lessee	Literal translation
17.	17	Nuomininku	the Tenant	Literal translation
18.	18	nuomotojas	The Lessor	Literal translation
19.	26	nukentėjusioji Šalis	aggravated Party	Literal translation
20.	33	fiziniais asmenimis	natural persons	Literal translation
21.	33	juridiniiais asmenimis	legal entities	Literal translation
22.	35	kontrahentų	covenantees	Literal translation
23.	39	Dominuojanti	the prevailing party	Literal translation

		sutarties Šalis		
24.	44	Nukentėjusioji Šalis	to the victim Party	Literal translation
25.	20	Darbuotojas	Employee	Literal translation
26.	29	Paslaugų teikėjas	Provider of Services	Literal translation
27.	34	buvusiam lizingo gavėjui	to the former lessee	Modulation
28.	34	Turto bendraturčiai	the co-owners of the Property	Literal translation
29.	34	advokatams	lawyers	Literal translation
30.	34	auditoriams	auditors	Literal translation
31.	34	Teisiniams patarėjams	Legal advisors	Literal translation
32.	34	Teisiniams konsultantams	Legal consultants	Literal translation
33.	38	Subnuomotojas	the Sublessor	Literal translation
34.	38	Subnuomininkas	the Subtenant	Literal translation
35.	43	Įgijėjas	Acquisitor	Literal translation
36.	51	nukentėjusiajai Šaliai	the affected Party	Literal translation
37.	53	Pirminis skolininkas	Original debtor	Literal translation
38.	56	Ekspeditoriui	Forwarder	Literal translation
39.	60	arbitrai	arbitrators	Borrowing
40.	61	Vykdytojas	the Principal	Literal translation
41.	66	„Boost Collectibles“ BV toliau vadinama: Tiekėjas ir MAXIMA LT, UAB Toliau vadinama: Pardavėjas;	Boost Collectibles BV Hereinafter called: The Supplier and “Maxima”, LT , UAB Hereinafter called: The Shopkeeper	Literal translation
42.	66	Pardavėjas	The Shopkeeper	Literal translation
43.	68	įgaliojami atstovai	the authorized representatives	Literal translation
44.	68	Rangovas	Contractor	Literal translation
45.	69	Pardavėjos atstove	the Seller’s Representative	Literal translation
46.	73	auditoriams	auditors	Borrowing
47.	73	patarėjams	advisers	Literal translation
48.	73	kontrahentai	the partners of the Executor	Modulation
49.	76	Vykdytojas	the Implementor	Literal translation
50.	76	kaltoji Šalis	the guilty Party	Literal translation
51.	79	Ieškovas	The Claimant	Literal translation
52.	79	Atsakovas	The Defendant	Literal translation

#### APPENDIX 4. (3.2.) Technical terms define actions and phenomena

No.	No. of Contract	LT	EN	Strategy
53.	1	Sutarties nutraukimas	Termination of the Contract	Literal translation
54.	1	(darbų) pakeitimai	Amendments (of works)	Literal translation

55.	2	Pavedimo (užduoties) vykdymas	Executing this commission	Literal translation
56.	2	Prievolės įvykdymas	Fulfilment of the obligation	Literal translation
57.	6	Pažeidimas	The infringement	Literal translation
58.	9	Nutraukimas prieš terminą	Premature termination	Literal translation
59.	9	Sutarties pakeitimai	The alterations of Contract	Literal translation
60.	9	Sutarties negaliojimas	Invalidity of the Agreement	Literal translation
61.	10	Sutarties sąlygų pakeitimai	Amendments of the Agreement	Literal translation
62.	12	Sutarties pakeitimai	alterations of Contract	Literal translation
63.	12	Sutarties negaliojimas	invalidity of Contract	Literal translation
64.	13	Sutarties netesybos	Forfeit	Literal translation
65.	13	sutarties pažeidimas	violation of the Agreement	Literal translation
66.	13	Priverstinis skolos išieškojimas	coercive exaction of the Loan amount	Literal translation
67.	18	Objekto įkeitimą	mortgage	Literal translation
68.	33	Išskirtinės veiklos teisės	exclusive rights of action	Literal translation
69.	34	teisminio ar ikiteisminio ginčo objektas	a trial or pre-trial dispute	Literal translation
70.	35	Sutarties teisėtumas	Legitimacy of Contract	Literal translation
71.	35	Sutarties suspendavimas	the suspension of Contract	Literal translation
72.	36	Sankcijos	Sanctions	Borrowing
73.	38	Sutarties netesybos	Forfeit of Contract	Literal translation
74.	39	bylinėjimasis kyla dėl	litigation results from	Literal translation
75.	42	Neteisingi pareiškimai	Inaccurate declarations	Literal translation
76.	43	Servitutas	the servitude	Borrowing
77.	26	neturi jokios juridinės galios	do not have any juridical power	Literal translation
78.	37	Teikiamos dotacijos	Provided subsidy	Literal translation
79.	43	jungtinės sutuoktinių nuosavybės teise	the joint property right of husband and wife which describe the property that legally belong to both of them	Modulation

80.	43	Bendroji jungtinė sutuoktinių nuosavybė	Joint community property of spouses	Literal translation
81.	42	Teisinis veiksnumas	Legal capacity	Literal translation
82.	49	pripažįsta savo teisinį veiksnumą	recognize the legal capacity	Literal translation
83.	52	nuo Akto pasirašymo	signing the Certificate	Literal translation
84.	52	pažeidęs Sutarties konfidencialumo įsipareigojimą	violated confidentiality obligation of the Agreement	Literal translation
85.	52	Sutarties pratęsimas	extension of the Agreement	Literal translation
86.	53	laikoma komercine paslaptimi	treated as a trade secret	Literal translation
87.	54	apmokėti papildomą bendrąją sumą	an additional lump-sum will be charged	Literal translation
88.	54	kokybės auditai atliekami reguliariai	quality audits are carried out regularly	Literal translation
89.	54	Kontrakto nutraukimas	Termination of the Contract	Literal translation
90.	54	Jokio teisės atsisakymo	No waiver	Literal translation
91.	55	skolų išieškojimas	the recovery	Literal translation
92.	56	sutartys netenka galios	contracts ceases to be valid	Modulation
93.	56	gręšiantis nemokumas	faced insolvency	Literal translation
94.	57	sustabdo paslaugų teikimą	suspend the provision of the services	Literal translation
95.	57	Lydinčio dokumento grąžinimas	Return of the accompanying document	Literal translation
96.	59	teisminis įsiskolinimų ar nuostolių išieškojimas	judicial way to recovery debts or losses under the contractual consequences	Modulation
97.	61	Konfidencialios informacijos naudojimas bei apsauga	usage and protection of Confidential information	Literal translation
98.	61	pažeidžia konfidencialumo įsipareigojimą	violates the confidentiality duty	Literal translation
99.	61	inicijuojama bankroto procedūra	bankruptcy procedure is initiated	Literal translation
100.	61	sukurianti darbo ar kitokius pavaldumo (subordinacijos) santykius	as creating work or other superior-subordinate relationship	Literal translation
101.	63	mokėjimo atidėjimas	The deferral period	Literal translation
102.	64	civilinį veiksnumą	with legal capacity	Literal translation
103.	64	Disponavimas patalpomis	Disposal of the premises	Literal translation



104.	64	įsigalioja nuo jos notarinio patvirtinimo	come into force after attestation or confirmation thereof by a public notary	Modulation
105.	66	Autorinės teisės	copyright	Literal translation
106.	66	laikoma konfidencialia informacija	is confidential information	Literal translation
107.	66	Tiekėjas likviduojamas	Liquidation of the Supplier	Literal translation
108.	66	Tiekėjas tampa nemokus.	Insolvency of the Supplier	Literal translation
109.	69	tvirtinu sutartį	do hereby certify the agreement	Literal translation
110.	74	civilinės sutartinės atsakomybės taikymas	the contractual liability	Literal translation
111.	74	Autoriaus turtinių teisių perleidimą	Assignment of copyright property rights	Literal translation
112.	74	Autoriaus gretutinių teisių į kūrinis perleidimą	Assignment of related rights of copyright	Literal translation
113.	74	Autoriaus turtinių teisių perleidimas	Transfer of author's property rights	Literal translation
114.	74	asmeninės neturtinės teisės į kūrinis taikymas	The moral rights to the works used in the provision	Modulation
115.	75	Juridinė kontrakto apsauga	Legal security of the contract	Literal translation
116.	79	Uždelstiems mokėjimams	overdue payments	Literal translation
117.	79	Konfidencialumas	Non-disclosure	Modulation

### APPENDIX 5. (3.3.) Technical terms define documents

No.	No. of Contract	LT	EN	Strategy
118.	1	Rangos sutartis	Construction Contract	Literal translation
119.	1	Civilinis kodeksas	The Civil Code	Literal translation
120.	1	Techninis reglamentas	The technical regulation	Literal translation
121.	1	Kiti teisės aktai	Other law	Literal translation
122.	1	Perdavimo-priėmimo aktas	The Acceptance Act	Literal translation
123.	1	Darbu priėmimo aktas	The Acceptance Act	Literal translation
124.	1	Kiti teisės aktai	Other legislation	Literal translation
125.	1	LR statybos įstatymu	Construction Law of the Republic of Lithuania	Literal translation
126.	1	rekonstrukcijos darbų rangos sutarties nuostatais	The Statue of the Construction Agreement	Literal translation
127.	1	statybos techniniais reglamentais	The Technical regulation of the Construction	Literal translation
128.	4	Pirkimo ir pardavimo sutartis	Purchase and Sale Agreement	Literal translation
129.	4	Asmens tapatybės kortelė	The Personal Identity Card	Literal translation
130.	5	Darbo sutartis	Employment Contract	Literal translation

131.	7	Lietuvos Respublikos norminiais aktais	the normative acts of the Republic of Lithuania	Literal translation
132.	9	Atitikties dokumentai	Conformity documents	Literal translation
133.	9	faktoringo sutartis	the factoring agreement	Literal translation
134.	10	Panaudos sutartis	A contract of loan for use	Modulation
135.	11	(veikiančios pagal) Chartiją	(acting pursuant to the) Charter	Literal translation
136.	11	Papildomas susitarimas	Supplementary Agreement	Literal translation
137.	12	Pirkimo-pardavimo sutartis	Sale and purchase contract	Literal translation
138.	12	bendrovės įstatai	company's articles of association	Literal translation
139.	13	Taikomi teisės aktai	Applicable Law	Literal translation
140.	13	Paskolos sutartis	Loan agreement	Literal translation
141.	15	bendrovės įstatai	the Articles of Association of the company	Literal translation
142.	15	prekių pirkimo – pardavimo buhalterinę apskaitą reglamentuojančių taikytinų teisės aktų reikalavimus	the requirements of the applicable legal acts governing the accounting of the sale and purchase of the goods	Literal translation
143.	15	aiškinama pagal materialiąją Lietuvos Respublikos teisę	in accordance with the substantive law of the Republic of Lithuania	Literal translation
144.	16	Janus Ventures, UAB įstatų	Articles of Janus Ventures, LLC	Literal translation
145.	16	Juridinių asmenų registre	the Register of Legal Entities	Literal translation
146.	17	Susitarimas	Covenant	Literal translation
147.	17	taikomais teisės aktais	applicable legal instruments	Literal translation
148.	17	LR Juridinių asmenų registre	at the Lithuanian Register of Legal Entities	Literal translation
149.	17	Susitarimas	the Covenant	Literal translation
150.	17	laikantis galiojančių teisės normų	in accordance with the rules of law in force.	Literal translation
151.	18	Lietuvos Respublikos įstatymus	the Republic of Lithuania statutory law	Literal translation
152.	18	priėmimo-perdavimo aktas	an Act of Acceptance-Transference	Literal translation
153.	19	Taikos sutartis	Peaceful settlement	Literal translation
154.	19	pagal įgaliojimą	under the Power of Attorney	Literal translation
155.	19	išimtinės teisės	exclusive rights	Literal translation
156.	19	intelektinės nuosavybės teisių	intellectual property rights	Literal translation
157.	20	Darbo kodekse	Labor Code	Literal translation
158.	20	Darbo sutartis	Labor contract	Literal translation
159.	20	neterminuota darbo sutartis	Labor Contract of unlimited duration	Literal translation

160.	22	Pirkimo-pardavimo sutartis	Sale and Purchase contract	Literal translation
161.	23	Reikalavimo teisės perleidimo sutartis	Claim transfer agreement	Literal translation
162.	23	Bendrovės įstatas	the Bylaws of the Company	Literal translation
163.	24	licencijos suteikimas	the grant of a license	Literal translation
164.	25	Darbu atlikimo sutartis	Contract for execution of work	Literal translation
165.	26	Nuomos sutartis	Rent agreement	Literal translation
166.	26	pagal įmonės statutą	Articles of the company	Literal translation
167.	26	pagal finansinę nuomos sutartį	according to financial lease agreement	Literal translation
168.	28	Lietuvos Respublikos Kelių transporto priemonių registre	the Road Transport Means Register of the Republic of Lithuania	Literal translation
169.	29	Paslaugų sutartis	Service contract	Literal translation
170.	29	pagal įstatas	the Articles of Association	Literal translation
171.	29	sutartiniai dokumentai	the Contract Documents	Literal translation
172.	29	e. aktas	the e-deed	Literal translation
173.	30	Neterminuota sutartis	termless contract	Literal translation
174.	33	komercinio atstovavimo sutartis	agency contract	Literal translation
175.	33	Sandoris	the Trade Deal	Modulation
176.	34	veikiančio pagal įgaliojimą	acting under the warrants	Literal translation
177.	34	banko kredito patvirtinimą	bank credit agreement	Literal translation
178.	34	Preliminarioji nekilnojamojo turto pirkimo – pardavimo sutartis	Preliminary real estate contract	Modulation
179.	35	teisės aktų nustatytų reikalavimų	statutory requirements	Modulation
180.	37	Taikytina teisė	Applicable law	Literal translation
181.	37	Europos Parlamento ir Tarybos reglamentą	the European Parliament and Council Regulation	Literal translation
182.	38	įgaliojimas	the Power of Attorney	Literal translation
183.	38	Negyvenamųjų patalpų subnuomos sutartis	Non-residential premises sub-rent agreement	Literal translation
184.	40	Tarpininkavimo paslaugų teikimo sutartis	Agreement on the provision of mediation services	Literal translation
185.	41	Gyvenamųjų patalpų nuomos sutartis	Residential premises lease agreement	Literal translation
186.	42	norminiai teisės aktai	Normative legal acts	Literal translation
187.	42	Pagal akredityvą	Letter of Credit	Literal translation
188.	42	Taikytina teisė	Governing law	Modulation
189.	43	Nekilnojamo turto registre	in the Real Property Register	Literal translation
190.	43	leidimas laikinai gyventi	temporary residence permit	Literal translation
191.	43	Hipoteka	Mortgage	Literal translation

192.	43	energinio naudingumo sertifikatas	certificate of flat's energy efficiency	Literal translation
193.	48	Nekonkuravimo susitarimas	Non-compete Agreement	Literal translation
194.	49	Išimtinio tiekimo sutartis	Exclusivity agreement	Literal translation
195.	51	galiojančių Lietuvos Respublikos teisės aktų	requirements of legislation valid in the Republic of Lithuania	Literal translation
196.	51	nekilnojamojo turto registro išrašas	the extract from the real estate register	Literal translation
197.	51	normatyviniai dokumentai	normative documents	Literal translation
198.	52	Tarpininkavimo sutartis	Agency agreement	Literal translation
199.	52	individualios veiklos pažymėjimą	a valid individual activity certificate	Literal translation
200.	52	Lietuvos Respublikos civiliniame kodekse ir 1996 07 15 Lietuvos Respublikos Vyriausybės nutarimu Nr. 840	the Civil Code of the Republic of Lithuania, by Decision No. 840 of the Lithuanian Government of 15 July 1996	Literal translation
201.	53	Trišalė skolos perkėlimo sutartis	Trilateral debt transfer agreement	Literal translation
202.	53	nustatytos chartijos pagrindu	acting on the basis of the Charter	Literal translation
203.	53	Įsiskolinimo sumos aktu	the act of indebtedness amount	Literal translation
204.	54	Kontraktas saugojimo ir priežiūros paslaugų tiekimui	Contract for the supply of storage and handling services	Literal translation
205.	54	Latvijos įstatymai	Latvian legislation	Literal translation
206.	54	atliekų tvarkymo ir aplinkosaugos įstatymais ir nuostatomis	the waste management and environmental protection legislation and provisions	Literal translation
207.	56	Krovinių ekspedijavimo paslaugų sutartis	Freight forwarding services contract	Literal translation
208.	56	Krovinio važtaraštyje	the cargo waybill	Literal translation
209.	56	lydintys dokumentai	accompanying documents	Literal translation
210.	56	suderinimo aktą	Coordination Act	Literal translation
211.	56	rašytinę pretenziją	a written claim	Literal translation
212.	59	Reikalavimo teisių perleidimo ir savitarpio reikalavimų įskaitymo sutartis	Agreement on cession of claim rights and inclusion of mutual claims	Literal translation
213.	60	Preliminarų pirkimo užsakymą	Preliminary Purchase Order	Literal translation
214.	60	Europos Sąjungos direktyvas	directives of European Union	Literal translation
215.	60	Kilmės sertifikatas	Certificate of Origin	Literal translation
216.	60	Prekių gabenimo dokumentai	the shipment documents of the Goods	Literal translation
217.	60	Važtaraštis	The Bill Of Lading	Literal translation
218.	60	originalūs gabenimo	Original Transport	Literal translation

		dokumentai	Documents	
219.	60	Oro transporto važtaraštis	Airwaybill	Literal translation
220.	60	išrašyti akredityvą	provide the L/C (letter of credit)	Literal translation
221.	60	JT konvencija dėl tarptautinio prekių pirkimo-pardavimo sutarčių	governed by UN convention on Contracts for the International Sale of Goods	Literal translation
222.	61	Paslaugų teikimo sutartis	Contract for the provision of services	Literal translation
223.	61	galiojančių teisės aktų nuostatomis	provisions of legislations in force	Literal translation
224.	61	konfidencialumo sutartis	The confidentiality agreements	Literal translation
225.	61	gavimo patvirtinimas	receipt confirmation	Literal translation
226.	63	atitikties sertifikato	conformity certificate	Literal translation
227.	63	pagal faktoringo sutartį	under the factoring agreement	Literal translation
228.	64	Preliminarioji patalpų pirkimo ir pardavimo sutartis	Preliminary contract for purchase and sale of the premises	Literal translation
229.	64	notarinis registras	notary register	Literal translation
230.	64	Pagrindinė sutartis	the "Master Contract"	Modulation
231.	64	galiojantiems įstatymams	the laws in force	Literal translation
232.	64	uzufuktai	usufructs	Borrowing
233.	64	užstatymo teisės aktais	acts of superficies	Modulation
234.	64	savarankiškos daiktinės teisės aktais	acts of emphyteusis	Modulation
235.	66	Prekių pristatymo ir pardavimų skatinimo kampanijos organizavimo sutartis	Contract on supply of goods and organisation of sales promotion campaign	Literal translation
236.	66	tarptautinio krovinių vežimo keliais sutarties konvencijos dokumentais	documentation of the convention on international cargo road transportation	Literal translation
237.	66	Lietuvos Respublikoje nustatytas kokybės normas	quality standards established in the Republic of Lithuania	Literal translation
238.	66	gamintojo deklaruojamas normas	standards declared by the manufacturer	Literal translation
239.	66	gaminio saugos ir nekenksmingumo reikalavimus ir kriterijus, įskaitant galiojančius žaislų saugos (techninius) reikalavimus, nustatytus atitinkame žaislų reglamente	product safety and harmless criteria	Modulation
240.	66	pagal Lietuvos Respublikoje galiojančias	Labelling Sellable Goods in the Republic of	Literal translation

		parduodamų prekių ženklavimo taisyklės ir kitus teisės aktus	Lithuania and other legal acts	
241.	66	su EUR 1 sertifikatu	with EUR 1 certificate	Literal translation
242.	66	Europos parlamento ir tarybos direktyva 94/62/EB	European parliament and council directive 94/62/EC	Literal translation
243.	67	ekspedijavimo paslaugų sutartį	forwarding services contract	Literal translation
244.	68	Subrangos sutartis	Subcontract agreement	Literal translation
245.	68	Pagrindinė sutartis	Main Contract	Literal translation
246.	70	Notaro registras Nr. VL-	Notary register No: VL-	Literal translation
247.	71	LR Čekių įstatymas	Law on Cheques of the Republic of Lithuania	Literal translation
248.	71	išankstinėje apmokėjimo sąskaitoje	the prepaid bill	Literal translation
249.	71	vadovaujantis galiojančiomis teisės normomis	by observing the valid legal standards	Literal translation
250.	72	paruoštų dokumentų Priėmimo-Perdavimo Įsipareigojimą	Delivery – Acceptance Note for the prepared documents	Literal translation
251.	72	pagal steigimo dokumentus	the incorporation documents	Literal translation
252.	72	Darbų užbaigimo pažymėjimą	Certificate of Completion of Works	Literal translation
253.	72	Lietuvos Respublikos materialinė teise	the material law of the Republic of Lithuania	Literal translation
254.	73	Prekybinės laivybos įstatymą	Maritime Shipping Law	Literal translation
255.	73	Jungtinių Tautų konvenciją dėl sutarčių dėl tarptautinio krovinių vežimo visiškai arba iš dalies jūra	the United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea	Literal translation
256.	73	Roterdamo taisyklės	the Rotterdam Rules	Literal translation
257.	73	Tarptautinę konvenciją dėl kai kurių teisės normų, susijusių su konosamentais, suvienodinimo	International Convention for the Unification of Certain Rules of Law relating to Bills of Lading	Literal translation
258.	73	Hagos taisyklės	Hague Rules	Literal translation
259.	73	Europos Bendrijos muitinės kodeksą	European Union Customs Code	Literal translation
260.	73	Pavojingų krovinių gabenimo ro-ro tipo laivais pagal Tarptautinį jūra gabenamų pavojingų krovinių kodeksą	dangerous goods shipping by ro-ro type vessels under the International Maritime Dangerous Goods Code	Literal translation
261.	73	reikiamus leidimus	the necessary permits	Literal translation
262.		licencijas	licences	Borrowing

263.	73	Krovinio pakrovimo faktą patvirtinančius dokumentus	the documents proving the fact of Cargo loading or bill of lading	Literal translation
264.	73	pagal taikytinus teisės aktus	under the applicable legal acts	Literal translation
265.	73	Krovinio priėmimo akte	Delivery-Acceptance Certificate of the Cargo	Literal translation
266.	73	Eksperto akte	certificate drawn up by the competent person	Modulation
267.	73	sąskaitą faktūrą už suteiktas Paslaugas	invoice for the Services provided	Literal translation
268.	73	Mokėjimo akredityvus	the executing bank with documents, necessary to perform the payment,	Modulation
269.	74	avansines sąskaitas	pro-forma invoices	Modulation
270.	74	Lietuvos Respublikos autorių teisių ir gretutinių teisių įstatymas	the Law on Copyright and Related Rights of the Republic of Lithuania	Literal translation
271.	75	neatšaukiamą akredityvą	irrevocable Letter of Credit	Literal translation
272.	78	Lietuvos Respublikos teisės aktuose vizualinei komercinei reklamai, vešiesiems užrašams, iškaboms ir skelbimams nustatyti reikalavimai	the legislation of the Republic of Lithuania establishing the requirements applicable to visual commercial advertising, public notes, signboards and advertisements	Literal translation
273.	78	hipotekos sutartimi	under a mortgage contract	Literal translation
274.	79	Tarpbendrovinius sandorių kainodaros dokumentus	Inter-company Sale Transfer Pricing Documentation	Literal translation
275.	79	važtaraštyje (CMR)	the consignment note (CMR)	Modulation
276.	79	Vienos konvencijos dėl tarptautinio prekių pirkimo-pardavimo sutarčių	the Vienna Convention of the International Sales of Goods	Literal translation

#### APPENDIX 6. (3.4.) Technical terms define institutions

No.	No. of Contract	LT	EN	Strategy
277.	2	UAB (uždaroji akcinė bendrovė)	LLC (limited (liability) Company)	Literal translation
278.	4	Notarų biuras	Notary Bureau	Calque
279.	4	Registrų centras	the Centre of Registers	Calque
280.	5	Akcinė bendrovė	Limited Liability Company	Literal translation
281.	6	Valstybinės įstaigos	The state institutions	Literal translation

282.	6	Valstybinė mokesčių inspekcija	The State Tax Inspectorate	Literal translation
283.	7	Valstybinė įstaiga	The State Enterprise	Literal translation
284.	14	Švedijos mokesčių tarnyba	Swedish tax authorities	Literal translation
285.	17	teisinė buveinė	registered office	Modulation
286.	17	Statistikos departamentas	the Department of Statistics	Calque
287.	36	arbitražas teismo	the Arbitration	Calque
288.	39	bylą nagrinėjantis teismas	venue of a court	Literal translation
289.	20	pagal LR Finansų ministeriją	Ministry of Finance of RL	Calque
290.	31	Kauno Panemunės policijos komisariato pasų poskyryje	the Passport Sub-division (23) of Kaunas Panemune Police Commissariat	Calque
291.	32	Valstybinės kelių transporto inspekcijos prie Susisiekimo ministerijos	The State Road Transport Inspectorate under the Ministry of Transport	Modulation
292.	34	Kultūros vertybių apsaugos departamentas	the Cultural Heritage Protection Department	Literal translation
293.	34	Nacionalinė žemės tarnyba prie ŽŪM	the National Land Service under the Ministry of Agriculture	Literal translation
294.	36	Lietuvos prekybos rūmų	the Chamber of Commerce of Lithuania	Literal translation
295.	37	Lietuvos Nacionalinė agentūra	Lithuanian National Agency	Calque
296.	37	Europos Komisija	the European Commission	Calque
297.	49	aukštesnėms instancijoms	the testimony of witnesses	Literal translation
298.	51	atitinkamos instancijos Lietuvos Respublikos teisme	a relevant institution of the Republic of Lithuania in court	Literal translation
299.	52	Vilniaus miesto 1-ame apylinkės teisme	Vilnius City District Court No. 1	Literal translation
300.	52	Vilniaus apygardos teisme	Vilnius Regional Court	Literal translation
301.	56	Sandėlių ir transporto logistikos departamentas	the Warehouse and Transport Logistics Department	Literal translation
302.	56	viešasis registras	the Public Register	Literal translation
303.	60	muitinės	customs	Literal translation
304.	60	Arbitražo institutas prie Stokholmo prekybos rūmų	The Arbitration Institute of the Stockholm Chamber of Commerce	Literal translation
305.	61	Valstybinės lietuvių kalbos komisijos prie Lietuvos Respublikos Seimo	the Commission of the Lithuanian Language under the Seimas of the Republic of Lithuania	Literal translation



306.	64	notarų biurą	the notary office	Calque
307.	64	VĮ Registrų centras	the State Enterprise Centre of Registers	Literal translation
308.	73	Lietuvos Respublikos valstybės institucijoms	to the state institutions of the Republic of Lithuania	Literal translation
309.	73	ar vietos valdžios sprendimo	local authorities	Literal translation
310.	78	atitinkamomis savivaldos institucijomis	the relevant municipal authorities	Literal translation
311.	78	VĮ „Registrų centras“	SE "Centre of Registers"	Calque

#### APPENDIX 7. (3.5.) Technical terms define fixed phrases

No.	No. of Contract	LT	EN	Strategy
312.	1	Sutarties objektas	Object of the Contract	Literal translation
313.	1	Vykdyto terminas	The term of contract	Modulation
314.	1	Šalių atsakomybė	Liability of Parties	Literal translation
315.	1	Sutarties sąlygos	Terms of Contract	Literal translation
316.	1	Šalių rekvizitai	Requisites of Parties	Calque
317.	1	Savo sąskaita	On its own expenses	Modulation
318.	1	Baudą išskaičiuoja iš apmokėjimo ne ginčo tvarka	The fine is calculated from the general payment without any issues	Literal translation
319.	2	Nuosavybės teisė	Ownership right	Literal translation
320.	2	Šalių prievolės	Obligations of Parties	Literal translation
321.	2	Abipusis susitarimas	Mutual agreement	Literal translation
322.	2	Šalių rekvizitai	Particulars of the Parties	Modulation
323.	2	(nupirkti įmonės) vardu	On behalf	Literal translation
324.	2	Įsigalioja	comes into effect	Literal translation
325.	3	Šalių rekvizitai	Particulars of the Parties	Modulation
326.	4	Sutarties objektas	Subject of Agreement	Literal translation
327.	6	Įmonės kodas	Company code	Literal translation
328.	6	Nuosavybės teisė	Right of ownership	Literal translation
329.	6	sutarties nutraukimas	The termination of the Agreement	Literal translation
330.	6	Įstatymų nustatyta tvarka	(the Procedure) stipulated by law	Literal translation
331.	6	įsipareigojimo neįvykdymą	the failure to execute this obligation	Modulation
332.	6	Sutartis galioja neterminuotai	Agreement remain in force without any specified time limitation	Modulation
333.	6	po raštiško perspėjimo	days from receiving the official written warning notice	Modulation
334.	6	prievolių nevykdymą	the failure to execute	Modulation

			the obligations	
335.	7	Įmonės kodas	The enterprise code	Literal translation
336.	7	Baigiamosios nuostatos	Final provisions	Literal translation
337.	7	Derybų keliu	By negotiations	Modulation
338.	7	Šalių rekvizitai	Details of the Parties	Literal translation
339.	7	Įsigaliojimas	Entry into force	Literal translation
340.	7	(Pardavėjas) iš vienos pusės (sudarė šią Sutartį)	(the Seller) on the one part	Literal translation
341.	7	(Pirkėjas) iš kitos pusės	(the Buyer) on the other part	Literal translation
342.	7	Šalių įsipareigojimai	Liabilities of Parties	Literal translation
343.	9	Sutarties objektas	Subject matter of the contract	Literal translation
344.	9	Pažeisti sąlygas	To violate the terms	Literal translation
345.	9	Kitos sąlygos	Miscellaneous provisions	Literal translation
346.	9	Sutarties objektas	Subject matter of the contract	Literal translation
347.	9	neatleidžia Šalių nuo finansinių įsipareigojimų	shall not relieve the Parties from full discharge of contractual obligations that includes money transactions	Literal translation
348.	10	Teisiniai procesai	judicial proceedings	Literal translation
349.	10	Vienodą juridinę galią	An equal legal force	Literal translation
350.	10	gyvenamoji vieta	place of residence	Literal translation
351.	11	juridinis asmuo	a legal entity	Literal translation
352.	12	sutarties objektas	subject matter of contract	Literal translation
353.	12	Pažeidęs šį įsipareigojimą	to comply with this requirement	Literal translation
354.	12	įstatymo numatytus atvejus	cases stipulated in legislation	Literal translation
355.	12	abipusiu rašytiniu susitarimu	a mutual written arrangement	Literal translation
356.	12	Sutarties įsigaliojimas	Validity of contract	Literal translation
357.	12	Kitos sąlygos	Miscellaneous	Modulation
358.	12	įstatymų nustatyta tvarka	the provisions of legislation	Literal translation
359.	13	šios Sutarties nuostatos	provision of the present Agreement	Literal translation
360.	13	Sutarties nuostatos	regulations of the Agreement	Literal translation
361.	13	draugiškų derybų būdu	amicable negotiations	Literal translation
362.	13	vienodą teisinę ir juridinę galią	equal legal force	Literal translation
363.	13	pažeidimas bus laikomas esminiu	violation of the Agreement will be considered as essential	Literal translation

364.	14	juridinio asmens kodas	legal entity code	Literal translation
365.	16	turtinės teisės	The proprietary rights	Literal translation
366.	16	neturtinės teisės	The non-proprietary rights	Literal translation
367.	16	vienareikšmiškai susitaria	unambiguously agree	Literal translation
368.	16	Ši Sutartis įsigalioja	Agreement comes into force	Literal translation
369.	17	Sutarties galiojimas	validity of the Agreement	Literal translation
370.	17	Atsakingos institucijos	authorised institution	Literal translation
371.	17	tarpusavio bendradarbiavimo principu	principle of mutual cooperation	Literal translation
372.	17	nutraukti šią Sutartį prieš terminą	to termination of the Agreement	Literal translation
373.	18	vienašališką teisę	unilateral right	Literal translation
374.	19	Šalys laiduoja	Both Parties warrant	Literal translation
375.	19	nesiimti jokių teisinių veikslių prieš	not to take any legal action against	Literal translation
376.	20	privalomos sutarties sąlygos	mandatory conditions of Contract	Literal translation
377.	22	Nuosavybės teisės	Property Rights	Literal translation
378.	24	Neturtinė teisė	moral rights	Literal translation
379.	24	įskaitant, tačiau neapsiribojant	including but not limited	Literal translation
380.	26	įsipareigojimų nevykdymą	noncompliance of its obligations	Literal translation
381.	27	sutarties surašymo vieta	contract census place	Literal translation
382.	27	Šalių rekvizitai	Parties' details	Modulation
383.	27	Ginčų sprendimo tvarka	Dispute resolution	Literal translation
384.	28	teisinio ginčo objektas	an object of a legal dispute	Literal translation
385.	29	neatskiriama Sutarties dalis	integral part of the Contract	Literal translation
386.	29	Ataskaitinis laikotarpis	Reporting period	Literal translation
387.	29	neatskiriama Sutarties dalis	an integral part of the Contract	Literal translation
388.	29	Paslaugų teikimo tvarka	Service procedure	Literal translation
389.	29	pareikšti pretenzijas	to bring a claim	Literal translation
390.	29	esminis Sutarties pažeidimas	material breach of the Contract	Literal translation
391.	29	Kitos sąlygos	Miscellaneous	Modulation
392.	29	vienodą juridinę galią	the same legal force	Literal translation
393.	30	sutarties tipas: neterminuota	Type of employment contract: termless	Literal translation
394.	33	kuriam neturi įgaliojimo	no authorisation to act	Literal translation
395.	33	Sutarties vykdymas	execution of the Contract	Literal translation
396.	33	Sutarties dalykas	Subject of the Contract	Literal translation
397.	33	turi išimtinę teisę	an exclusive right	Literal translation

398.	33	Veikti išimtinai dėl Atstovaujamojo interesų	act exclusively for the Principal	Literal translation
399.	33	išimtinė veiksmų laisvė	exclusive rights of action	Literal translation
400.	33	nustatyta tvarka	established procedure	Literal translation
401.	34	sąlyga yra esminė	This condition is essential	Literal translation
402.	34	perleisti Turto tretiesiems asmenims	to assign the Property to the third Party	Literal translation
403.	34	notariškai patvirtinti sutartį	notarized The Contract	Literal translation
404.	34	apmokėti pagrįstus mokesčius	pay the reasonable fees	Literal translation
405.	35	teisėtų interesų	legitimate interests	Literal translation
406.	35	Paslaugas teikti rūpestingai ir profesionaliai	To provide the Services diligently and professionally	Literal translation
407.	35	privalomo informacijos atskleidimo atveju	In case of mandatory disclosure of the information	Literal translation
408.	35	pagrįstos pretenzijos	well-founded claims	Literal translation
409.	35	pasirašydamos šią Sutartį veikė laisva valia	by signing this Contract they have acted in free will	Literal translation
410.	36	neatskiriama šios Sutarties dalimi	inseparable part of this agreement	Literal translation
411.	37	neapribojant galimybes	without prejudice to the possibility	Literal translation
412.	37	anuliuoti sutartį	cancel the agreement	Literal translation
413.	38	Sutarties dalykas	Subject matter	Literal translation
414.	38	Šalių pareigos	Obligations of the parties	Literal translation
415.	39	asmens jurisdikciją	the personal jurisdiction	Literal translation
416.	39	bet koks kitas teisių gynimas	other relief	Modulation
417.	40	Paslaugų teikėjo teisę į Atlygį	the Service Provider's right to the Fee	Literal translation
418.	40	neatleidžia nuo pareigos mokėti Atlygį	the liability to pay the Fee	Literal translation
419.	42	materialinę atsakomybę	shall be materially liable for	Literal translation
420.	43	apsunkinti nuosavybės teises	impede the property rights	Literal translation
421.	46	rašytiniais įrodymais	written evidence	Literal translation
422.	46	neteismine tvarka	extra-judicial manner	Literal translation
423.	48	Susitarimo veikimo sferą	its scope	Modulation
424.	49	Kreditorius yra neveiksnius	if it avoids accepting the performance	Modulation
425.	49	administracinio pavaldumo ryšiais	Relations for purpose of working	Modulation

426.	51	tarpusavio geranoriško bendradarbiavimo	of a mutual benevolent cooperation	Literal translation
427.	51	pilnai galiojantys	completely valid	Literal translation
428.	51	nustatyta tvarka nebuvo pranešta,	under the determined order	Literal translation
429.	51	turi vienodą juridinę galią	has equal legal form	Literal translation
430.	52	Ataskaitinio laikotarpio	the Reference Period	Modulation
431.	52	mokestinių prievolių įvykdymą	the fulfilment of tax liabilities	Literal translation
432.	52	vienodą teisinę galią	the same legal effect	Literal translation
433.	52	viršenybę turės lietuvių kalba parašytas Sutarties tekstas	the priority is given to the text of the Agreement written in Lithuanian	Literal translation
434.	53	finansinę prievolę	financial obligation	Literal translation
435.	53	perduodami teismų jurisdikcijai	solved in the competent court	Literal translation
436.	53	vienodą juridinę galią turinčiomis	have equal legal power	Literal translation
437.	54	Iš vienos pusės	On the first part	Literal translation
438.	54	Iš antros pusės	On the second part	Literal translation
439.	54	abipusiam įsipareigojimui	reciprocal obligation	Literal translation
440.	54	įsigalios nuo	shall apply with effect from	Literal translation
441.	54	tenkina bet kokius svarbius teisinius reikalavimus	satisfies any relevant legal requirements	Literal translation
442.	54	besąlyginis įsipareigojimas	unconditional obligation	Literal translation
443.	54	asmeninės nuosavybės	the personal property	Literal translation
444.	54	atlikti savo sutartines pareigas	Do fulfil the provisions of contract which are obligatory	Literal translation
445.	54	skubaus nutraukimo priežastis	Cause of the immediate termination	Literal translation
446.	54	privalomos priverstinio vykdymo priemonės	compulsory enforcement measures	Literal translation
447.	54	aiškiai susitaria	expressly agree	Literal translation
448.	54	teisių visuma	the totality of its rights	Literal translation
449.	55	neatskleisti komercinių paslapčių	shall not disclose commercial secrets	Literal translation
450.	55	juridinę galią turinčiais egzemplioriais	copies having equal legal weight	Literal translation
451.	56	Sutartis galioja neterminuotai	Agreement is valid for an indefinite period	Literal translation
452.	56	Sutartis įsakmiai nereikalauja	Contract does not demand strictly	Literal translation
453.	57	teisėtus interesus	the legitimate interests	Literal translation
454.	57	Sutartis yra	Contract shall be of	Literal translation

		neterminuota	indefinite duration	
455.	57	Sutartis sudaroma laisva Sutarties šalių valia	this Contract is concluded out of free will	Literal translation
456.	58	iš vienos pusės	of the one part	Literal translation
457.	58	iš kitos pusės	of the other part	Literal translation
458.	59	Šios sutarties dienai	on the day of this Agreement coming into effect	Literal translation
459.	60	kaip viena iš Šalių	as one Party	Literal translation
460.	60	kaip kita iš Šalių	as the other Party	Literal translation
461.	60	jokių teisinių pasekmių	no legal effect	Modulation
462.	60	patvirtina duomenų teisingumą	To confirms the correct data	Literal translation
463.	60	vadovaujantis išimtimis (išlygomis)	with exceptions (stipulations)	Literal translation
464.	60	sumokės už muitinės formalumus	will pay for customs clearance	Literal translation
465.	61	nenustatoma jokių tokių Paslaugų trūkumų	does not identify any faults of the Services	Literal translation
466.	61	be išankstinio raštiško Užsakovo sutikimo	without the prior written consent of the Client	Literal translation
467.	61	intelektinė nuosavybė	intellectual property	Literal translation
468.	61	neatskiriama Sutarties dalimi	an inherent part of the Contract	Literal translation
469.	61	turinčiais vienodą juridinę galią	the same legal force	Literal translation
470.	63	iš vienos pusės	on one part	Literal translation
471.	63	iš kitos pusės	on the other part	Literal translation
472.	63	neatskleisti komercinių paslapčių	shall not disclose commercial	Literal translation
473.	63	komercinė paslaptis	a trade secret	Modulation
474.	63	nepareiškus raštiškai noro nutraukti šią Sutartį	do not express their intention to terminate the Contract	Literal translation
475.	64	sutarties esminės sąlygos	The essential terms and conditions	Literal translation
476.	64	be nepagrįsto delsimo	without unreasonable delay	Literal translation
477.	64	iš esmės pažeidus Sutartį,	materially breach the Contract	Literal translation
478.	64	ne teismo tvarka	under out-of-court procedure	Literal translation
479.	64	atitinka Šalių tikruosius ketinimus	shall declare that the Contract corresponds to the real intentions	Literal translation
480.	64	teisėtai įsigytos	lawfully acquired	Literal translation
481.	65	atsižvelgiant į šalių interesus	taking into account the interests of the parties	Literal translation

482.	66	autorių teisių nesaugomus objektus	objects not protected by copyright	Literal translation
483.	66	per protingą terminą	the sensible term	Modulation
484.	66	visam ilgiausiam tokių teisių galiojimo laikotarpiui	possible longest validity period	Literal translation
485.	66	turi nevaržomą teisę	an unrestricted right	Literal translation
486.	66	neatskleisti konfidencialios informacijos	not disclose the Confidential Information	Literal translation
487.	66	negali racionaliai valdyti	cannot reasonably control	Literal translation
488.	68	nurodytomis sąlygomis	by this Subcontract ways	Modulation
489.	68	laikomas negaliojančiu	shall be considered as void	Literal translation
490.	68	Rangovo vardu	in the name and on behalf of the Contractor	Literal translation
491.	69	Atstovavimo teisė	The right of representation	Literal translation
492.	69	patikra registruose	verification in the registers	Literal translation
493.	71	identifikuojantys numeriai	numbers or other signs identifying	Modulation
494.	71	tampa šios Sutarties neatskiriama dalis	an indispensable part to this Agreement	Literal translation
495.	71	neturi teisinės pareigos	shall not have the legal obligation	Literal translation
496.	71	Siekdamos aiškumo	For the purpose of transparency	Literal translation
497.	71	galiojimo terminas	the Period of Validity	Literal translation
498.	71	neturi ir neturės teisinės pareigos	does not have and shall not have the legal obligation	Literal translation
499.	71	nustatytais protingais terminais	within reasonable periods	Literal translation
500.	71	nei teismine nei kitokia tvarka	either legal or other procedure	Literal translation
501.	71	Sutartis yra neterminuota	This Agreement shall be termless	Literal translation
502.	72	imtis atitinkamų priemonių	to carry out appropriate measures	Literal translation
503.	72	Įvykdyti įsipareigojimus	to fulfil obligations	Literal translation
504.	72	pateikti motyvuotą raštišką pareiškimą	to submit a motivated written statement	Literal translation
505.	72	abipusiai garantuoja	guarantees reciprocally	Literal translation
506.	72	laikomas tinkamu be jokių prieštaravimų	deemed accepted with no objections	Literal translation
507.	73	muitu, tranzitu ir deklaravimu susijusioms	Procedures of transportation the cargos	Modulation

		procedūroms		
508.	73	laikantis nustatytos tvarkos	following the established procedure	Literal translation
509.	73	nuostata suponuoja Vykdytojo prievolę	This provision supposes the Executor's obligation	Literal translation
510.	73	atstatomąja verte	their compensation value	Literal translation
511.	73	besąlygiškai sustabdyti mokėjimą	the right to unconditionally withhold the payment	Literal translation
512.	73	negali būti pagrindu reikalauti	may not serve as to require	Literal translation
513.	73	jokioms aplinkybėms esant	under no circumstances	Literal translation
514.	73	atstovas veikia įgalinimų ribose	act within the limits of authorizations	Literal translation
515.	73	vienodos teisinės galios	equal legal effect	Literal translation
516.	74	sukurti prievolės	to establish the obligations	Literal translation
517.	74	pareikšti pretenzijas	to bring claims	Literal translation
518.	74	naudojimo teisėtumą	used in a legitimate manner	Literal translation
519.	74	Sutarties galiojimas	Effective period	Modulation
520.	75	interesų teisei gynybai	a legal defence of interests	Literal translation
521.	75	neša pilną materialinę atsakomybę	shall be materially liable	Literal translation
522.	75	yra neatskiriama šios sutarties dalis	is obligatory part of this Contract	Modulation
523.	76	tampa neatskiriama šios Sutarties priedu	inseparable annexes of the Agreement	Literal translation
524.	76	esminiai šiurkštūs pažeidimai	essential violation of this Agreement	Literal translation
525.	76	patenka į įstatymo spragą	contradicts to valid laws or lapse	Modulation
526.	78	piniginių prievolių pagal šią Sutartį tinkamą vykdymą	its monetary obligations under this Contract	Literal translation
527.	78	neteismine tvarka	without referring the matter to the court	Modulation
528.	78	Sutarties galiojimo laikotarpį	the entire period of validity of the Contract	Literal translation
529.	78	sumokėtų protingą užstatą	a reasonable deposit	Literal translation
530.	78	vienodos juridinės galios	equal legal force	Literal translation
531.	79	nebent sutarta kitaip	unless otherwise agreed	Literal translation
532.	79	Nesuteikiamas atleidimas	No Waiver	Literal translation



#### APPENDIX 8. 4. Semi-Technical Terms

No.	No. of Contract	LT	EN	Strategy
533.	1	Delspinigiai	Delay-charges cost	Modulation
534.	1	Nuostoliai (piniginiai)	Damages	Literal translation
535.	2	Delspinigiai	The fine	Modulation
536.	2	Ginčai	Disputes	Literal translation
537.	2	Egzemplioriai	Counterparts	Literal translation
538.	5	Pakeitimas	Alteration	Literal translation
539.	7	Pateikiamas ieškinys	To declare	Transposition
540.	7	Baigiamosios nuostatos	Final provisions	Literal translation
541.	7	Derybų keliu	By negotiations	Modulation
542.	9	Delspinigiai	the delay interest	Modulation
543.	13	minėtą 1.1. skirsnyje	indicated in Article 1.1.	Literal translation
544.	15	Sutarties 4.4 punkte	Clause 4.4 of the Contract	Literal translation
545.	17	Suteikti įgaliojimai	granted powers	Literal translation
546.	17	<b>straipsnio 4.7. dalį</b> ir jos redakciją	Clause 4.7 of the Agreement and set it forth its new wording	Literal translation
547.	20	straipsnio Nr. 120	Article No. 120	Literal translation
548.	22	kai Tiekėjas yra likviduojamas	the Supplier is liquidated	Literal translation
549.	22	dėl kitokio pobūdžio sutarties Šalies neveiksnumo	because of other kind of disability of the Party of the Contract	Literal translation
550.	29	Nesutikimas	the objection	Literal translation
551.	33	Nekonkuravimas	Noncompeting	Literal translation
552.	33	dekretas	prohibition	Literal translation
553.	33	tyčia arba netyčia atskleista	intentional or unintentional disclosure	Literal translation
554.	33	Nekonkuravimas	Noncompeting	Literal translation
555.	39	atsisakyti teismo proceso	waive trial	Literal translation
556.	39	Prisiekusiujų teise	by jury	Modulation
557.	43	Laikoma nukentėjusiaja sutarties Šalimi	Is considered as the aggrieved Party of the Contract	Literal translation
558.	54	5-ojo straipsnio sąlygų	the terms of Article 5	Literal translation
559.	60	Prekių partijos	Every batch of Goods	Literal translation
560.	60	Užsakymo 1 ir 2 priedų	Anex1 and Anex2 of the approved Order	Literal translation
561.	60	vežėjo prastovos išlaidas	cover idle time damages	Literal translation
562.	60	embargas	embargo	Borrowing
563.	60	boikotas	boycott	Borrowing
564.	67	aplinkybės ir jų padariniai	circumstances and their after-effects	Literal translation
565.	68	perduos visas teises	transfer all rights in regard	Literal translation

566.	71	faktiniam pateikėjui	the actual presenter	Literal translation
567.	72	išsižada garantijų	renounces the guarantees	Literal translation
568.	73	Atlyginimas	Remuneration	Literal translation
569.	73	Transportavimo priemonės prastovą	demurrage of the Transport Mean	Literal translation
570.	73	kitas reikšmingas aplinkybes	other significant circumstances	Literal translation
571.	73	Šalių įsipareigojimai	the liabilities of the Parties	Literal translation
572.	73	sugadinimų įvertinime	assessment of the damages	Literal translation
573.	73	regreso, subrogacijos ir atgręžtinio reikalavimo teisių	rights of regress, subrogation and recourse	Literal translation
574.	73	jokių siurprizinių ar nesąžiningų sąlygų	no surprise or dishonest terms	Literal translation
575.	79	Kompensacijos	Indemnity	Literal translation
576.	79	kolizijos principus	principles of conflict of laws	Modulation

#### APPENDIX 9. 5. Doublets

No.	No. of Contract	LT	EN	Strategy
1.	1	atlygina turėtas darbų išlaidas bei nuostolius	shall compensate all damages and loss	Literal translation
2.	1	įstatymuose ir kituose teisės aktuose	The Law of Republic of Lithuania	Modulation
3.	1	Bet kokiį ginčą ar nesutarimą	All disputes	Modulation
4.	2	atstovaujama įmonės savininko ir direktoriaus Mr. Sebahattin	by the Company owner and Director Mr. Sebahattin	Literal translation
5.	6	Prekės į Sandėlį pateikiamos ir laikomos	The Goods shall be delivered to the Warehouse and shall be kept	Literal translation
6.	6	Šalys nėra materialiai atsakingos dėl bet kokių nuostolių ir išlaidų	The Parties shall not bear material responsibility for any losses or expenses	Literal translation
7.	6	veikla visiškai ar dalinai perkeliama į kitą vietą	If the activities are fully or partially transferred to a different place	Literal translation
8.	7	(Turtas) nėra įkeistas ar apribotas	(The property) is not deprived and limited	Literal translation
9.	7	Ši sutartis yra vienintelis ir galutinis šalių tarpusavio dokumentas	This agreement is the only and final document	Literal translation
10.	7	Šios sutarties pataisymai ir papildymai	Modifications and additions of this agreement	Literal translation
11.	9	Prekių atsitiktinio žuvimo ar sugedimo rizika	the risk of accidental perish or damage to the Products	Literal translation

12.	9	įsipareigoja saugoti žinių ir duomenų apie bendrą veiklą konfidencialumą	undertake to keep the information and data confidential	Literal translation
13.	10	perduoda Panaudos Gavėjui laikinai ir neatlygintinai	shall forward to the Loan recipient to temporarily and free	Literal translation
14.	10	valdyti ir naudotis lengvuoju automobiliu	manage and use the car	Literal translation
15.	12	Visoms teisėms ir pareigoms	all rights and duties	Literal translation
16.	12	šios Sutarties pakeitimai ar papildymai	amendments and addenda to this Contract	Literal translation
17.	13	Pagal sutartyje numatytas sąlygas ir procedūras	According to the conditions and procedure	Literal translation
18.	13	Atlyginti ir padengti visas teises išlaidas	to pay and cover the legal expenses	Literal translation
19.	13	laiku ir tinkamai vykdyti visus įsipareigojimus	in time and proper fulfilling of obligations	Literal translation
20.	13	pagal numatytas sąlygas ir terminus	under the conditions and terms	Literal translation
21.	15	atitiks kokybės reikalavimus ir sąlygas	will comply with the quality requirements and conditions	Literal translation
22.	17	vėlesniais pakeitimais bei papildymais	its further amendments and supplementations	Literal translation
23.	17	jas suteikti Nuomininkui valdyti ir naudotis	to provide them for the handling and use by the Tenant	Literal translation
24.	17	galiojanti ir faktiškai taikoma realų Lito ir Euro keitimo santykį	rate valid and actually applicable on the day of exchange	Literal translation
25.	21	sutartis gali būti keičiama ir papildoma	reement shall be amended and supplemented	Literal translation
26.	22	kaina yra galutinė ir nekeičiama	price is final and shall not be altered	Literal translation
27.	22	pristatymu ir transportavimu rūpinasi Pirkėjas	the delivery and transportation of the Goods	Literal translation
28.	23	teisių ir pareigų	rights and obligations	Literal translation
29.	24	Savo atsakomybe ir sąskaita	at his own risk and expense	Literal translation
30.	24	Susitarimai yra niekiniai ir netikri	agreements are null and void	Literal translation
31.	24	eksplotaciją prižiūrėti ir valdyti	the exploitation must be supervised and managed	Literal translation
32.	26	Teisės ir pareigos	Obligations and rights	Literal translation
33.	26	Sutarties priedai ir papildymai	amendments or supplements of the Agreement	Literal translation
34.	28	neturi teisių ar pretenzijų	do not have any rights or claims	Literal translation
35.	29	Pagal Sutartyje nustatytą	the terms and conditions	Literal

		tvarką ir sąlygas	specified herein	translation
36.	29	Teikėjo teisės ir pareigos	Rights and obligations of the provider	Literal translation
37.	29	paslaugų praktikos ir veiklos standartų	practices and operational standards of the services	Literal translation
38.	33	Tvarka ir sąlygos	the terms and conditions	Literal translation
39.	33	Suderinus ir susitarus su Atstovaujamoju	Having coordinated and agreed with the Principal	Literal translation
40.	33	Pavedimus ir nurodymus	assignments and instructions	Literal translation
41.	33	veikti sąžiningai ir rūpestingai	act honestly and thoughtfully	Literal translation
42.	33	sąlygų pakeitimą ar papildymą	amendments or addenda to the terms	Literal translation
43.	33	tinkamai ir deramai vykdyti kitus įsipareigojimus	properly and duly fulfill all obligations	Literal translation
44.	33	perduota ar kitu būdu perleista tretiesiems asmenims	transferring or cession in any other manner to the third persons	Literal translation
45.	34	galioja iki visiško ir pilno įsipareigojimų įvykdymo	full and valid obligations are done	Literal translation
46.	34	Sutartyje nustatytais sąlygomis ir terminais	Under terms and conditions of this Contract	Literal translation
47.	34	Pirkėjas visiškai ir tinkamai atsiskaitys	the Customer fully and properly billed	Literal translation
48.	34	sutarties sąlygos bei pareigos	basic conditions and obligations	Literal translation
49.	34	neteikia jokių pareiškimų ir garantijų	does not give any declarations or guarantees	Literal translation
50.	34	yra minimalūs ir pagrindiniai nuostoliai	the minimum and basic loss	Literal translation
51.	34	Šalys aiškiai ir nedviprasmiškai susitaria	The Parties agree	Modulation
52.	35	teisės ir pareigas	rights and obligations	Literal translation
53.	35	specialių profesinių žinių ar išsilavinimo	no special expertise or education	Literal translation
54.	35	informacijos tikslumą ir teisėtumą	its accuracy and legitimacy	Literal translation
55.	35	nepažeis teisių ir teisėtų interesų	would not infringe rights and legitimate interests	Literal translation
56.	35	bus atsakingas ir įgaliotas	who will be responsible and authorised	Literal translation
57.	35	saugoti ir neatskleisti bet kokios informacijos	undertake to safeguard and not to disclose any information	Literal translation
58.	35	atitinkanti jų valią ir ketinimus	their will and actual intentions	Literal translation
59.	36	sprendimas yra galutinis ir privalomas	The decision shall be final and binding	Literal translation
60.	37	netenkina jokių prašymų dėl	will not entertain any	Literal

		žalos atlyginimo arba kompensavimo	requests for reparation or compensation	translation
61.	37	įgūdžių ir kvalifikacijos	skills and competencies	Literal translation
62.	38	laikytis kitų šios sutarties sąlygų ir taisylių	other terms and conditions of this Agreement	Literal translation
63.	38	atitinka technines ir eksploatacines sąlygas	comply with technical and operating conditions	Literal translation
64.	38	turi visus įgaliojimus ir leidimus	Sublessor has all authorisations and permits	Literal translation
65.	40	veikia apdairiai ir tinkamai	Is acting carefully and properly	Literal translation
66.	40	neturi jokių priekaištų ar pretenzijų	have no reproach or claims	Literal translation
67.	40	įsipareigoja veikti sąžiningai ir protingai	shall be obliged to act honestly and reasonably	Literal translation
68.	40	kitas išlaidas ar sąnaudas	other costs and expenses	Literal translation
69.	40	sąlygos pilnai aptartos ir suderintos	provision have been fully discussed and individually coordinated	Literal translation
70.	43	Susitarė ir sudarė šią sutartį	agreed and concluded the following agreement	Literal translation
71.	43	yra vieninteliai ir teisėti savininkai	are sole and lawful owners	Literal translation
72.	43	valdyti ir disponuoti minėtais Daiktais	to manage and handle the Object	Literal translation
73.	46	be spaudimo ir apgaulinėjimo	without any enforcement and fraudulence	Literal translation
74.	47	Šalys išreiškia ir patvirtina savo supratimą	The Parties hereby represent and warrant	Literal translation
75.	47	teismuose ar arbitraže	by arbitration or the courts	Literal translation
76.	48	neužsiimti ir nevykdyti veiklos	to refrain from any activities	Literal translation
77.	49	skundai ir preteenzijos	The assignment of a claim	Modulation
78.	50	produkto reklamavimo ir rinkodaros detalių	promotion and marketing of the products	Literal translation
79.	51	spręs geranoriškai ir protingai	benevolently and reasonably	Literal translation
80.	51	Šalis pareiškia ir garantuoja	Each Party states and guarantees	Literal translation
81.	51	patvirtinimai ir pritarimai	certifications and approvals	Literal translation
82.	51	neprieštarauja ir nepažeidžia	do not contradict and do not violate	Literal translation
83.	51	sutarties ar sandorio	any contract or agreement	Literal translation
84.	51	įstatymo ar kito norminio akto	any applicable law or provisions	Literal translation
85.	51	pareiškimų ir garantijų	the statements and	Literal

			guarantees	translation
86.	51	Nuomininko teises ir galimybes	the rights and possibilities of the Lessee	Literal translation
87.	51	tvaringai ir rūpestingai naudoti	to use the Premises orderly and carefully	Literal translation
88.	51	turėjimas ir laikymas	to keep them	Modulation
89.	51	nedelsiant įspėti ar informuoti	shall warn or inform the Lessee	Literal translation
90.	51	Sutarties pakeitimai ir papildymai	Amendments and supplements to the Agreement	Literal translation
91.	51	saugoti ir neatskleisti jokios informacijos	to keep and not to disclose any information	Literal translation
92.	52	surasti ir pritraukti klientus	To find clients	Modulation
93.	52	naudoti tikslią ir teisingą informaciją	To use precise and correct information	Literal translation
94.	52	neteisėtų ar nesąžiningų būdų,	do not use illegal or unfair means	Literal translation
95.	52	vykdymas neprieštarauja ir nepažeidžia	provisions shall conflict with and infringe	Literal translation
96.	54	pašalinant visus ir bet kokius svetimkūnius	with all and any foreign bodies being removed	Literal translation
97.	54	minėti įrengimai ir įranga	the said installations and equipment	Literal translation
98.	54	prižiūrint juos teisingu ir tinkamu būdu	looking after them in the correct and appropriate manner	Literal translation
99.	54	gedimų ir funkcionavimo sutrikimų registraciją	records of all and any breakdowns or malfunctions	Literal translation
100.	54	atstovauja šio Kontrakto aplinkybes ir pasekmes	has the full representation of the circumstances and consequences	Literal translation
101.	55	nustatyta tvarka ir terminais	according to the procedure	Modulation
102.	55	sandėliavimo ir saugojimo sąlygas	conditions for the storage	Modulation
103.	55	parduotų ar perduotų Prekių	Products resold or delivered	Literal translation
104.	56	priimti ir pervežti prekes	to accept and transport goods	Literal translation
105.	57	Sutarties sąlygas ir įkainius	terms and conditions and fees	Literal translation
106.	57	turi teisę ir įgaliojimus	have the right and the authority	Literal translation
107.	60	Prekės turi būti tinkamai pažymėtos ir paženklintos	The Goods shall be properly marked and labelled	Literal translation
108.	61	darbai ir veiksmai	all works and actions	Literal translation
109.	61	aiškiai susitaria ir konstatuoja,	clearly agree and ascertain	Literal translation
110.	61	trečiosios šalies tikslais ar interesais	purposes and interests of a third party	Literal translation
111.	61	imtis visų reikiamų ir	to undertake all required and	Literal

		įmanomų veiksmų	possible actions	translation
112.	63	Prekių sertifikatus bei protokolus	provide certificates and reports of the Product	Literal translation
113.	63	terminai gali būti peržiūrėti ir pakeisti	terms may be reviewed and altered	Literal translation
114.	64	patikrino Patalpų būklę ir kokybę	inspected the condition and quality of the Premises	Literal translation
115.	64	perduoti aiškią ir nesuvaržytą nuosavybės teisę	transfer the Premises' free and clear ownership right	Literal translation
116.	64	teisme ar arbitraže	in court or arbitration,	Literal translation
117.	64	tikruosius ketinimus ir valią	to the real intentions and will	Literal translation
118.	66	suderintus ir patvirtintus pavyzdžius	the samples agreed beforehand and confirmed	Literal translation
119.	66	iš anksto sulygtas ir apibrėžtas	agreed beforehand and defined	Literal translation
120.	66	paslaugas ir įsipareigojimus	services and obligations	Literal translation
121.	66	nevaržo jokios trečiųjų šalių teisės ar apribojimai	restrictions/limitations of the third parties	Literal translation
122.	66	patvirtintos tvarkos ar sąlygų	proved by the specification remunerates	Modulation
123.	66	publikavimą bei platinimą	to publication and distribution	Literal translation
124.	66	neparduotų ir nerealizuotų Prekių likutį	of unsold or unrealizable goods	Literal translation
125.	66	autorinės ar reklaminės medžiagos	copyright material	Modulation
126.	66	atlyginti visus nuostolius ir žalą	to compensate for all losses and damage	Literal translation
127.	67	tinkamai įregistruota ir veikianti	duly registered and operating	Literal translation
128.	67	atitikti gamintojo techninių specifikacijų standartų ir reikalavimus	meet the requirements of standards and technical specifications of the manufacturer	Literal translation
129.	67	visišką ar dalinį šios Sutarties vykdymą	full or in part by one of the Parties	Literal translation
130.	67	ginčus ir nesutarimus	any disputes and differences	Literal translation
131.	68	bus patvirtinti ir priimti	approved and accepted by	Literal translation
132.	71	susijusią riziką ir atsakomybę	risk and responsibility related	Literal translation
133.	71	tinkamai bei rūpestingai naudoti	Use the Gift Cards properly and carefully	Literal translation
134.	71	naudojimo tvarką bei sąlygas	about the terms of and the procedure for using	Literal translation
135.	71	savo lėšomis bei jėgomis	by using his own funds and effort	Literal translation
136.	72	tinkamai ir teisiškai	duly and lawfully	Literal

				translation
137.	72	be jokių prieštaravimų ir skundų	no objections and complaints	Literal translation
138.	72	tinkamai atlikta ir įvykdyta	deemed duly performed and executed	Literal translation
139.	73	bet kokius mokesčius ir/ar rinkliavas	any taxes and/or tolls	Literal translation
140.	73	Sutarties prasme ir tikslais	in a sense and for the purposes of this Contract	Literal translation
141.	73	nustatytų ir aptartų Paslaugų	the Services established and discussed	Literal translation
142.	73	yra skirtos ir pritaikytos Paslaugoms teikti	intended and adjusted for provision of the Services	Literal translation
143.	73	savalaikis ir nuolatinis Paslaugų teikimas	timely and constant provision of the Services	Literal translation
144.	73	aiškiai susitaria ir konstatuoja	explicitly agree and state	Literal translation
145.	73	nėra jokių kitų aplinkybių ar faktų	no other circumstances or facts exist	Literal translation
146.	73	neatitikimų masto ir reikšmės	the extent and significance of such discrepancies	Literal translation
147.	73	reikiamus leidimus ir pažymėjimus	any licenses or permits	Literal translation
148.	73	Aktas yra suderinamas ir patvirtinamas	Certificate is coordinated and approved	Literal translation
149.	73	mokėtinus mokesčius ir rinkliavas	the additional value and other sums	Literal translation
150.	73	dokumentai laikomi neišsaugotais ir prarastais	the documents shall be considered as non-preserved and lost	Literal translation
151.	73	atliekamus darbus ar teikiamas Paslaugas	other operations performed an Services provided	Literal translation
152.	73	pretenzijas ir/ar ieškinius	to the claims and/or plaints	Literal translation
153.	73	jokių siurprizinių ar nesąžiningų sąlygų	no surprise or dishonest terms	Literal translation
154.	74	organizuoti ir koordinuoti	organisation and coordination of the production	Literal translation
155.	74	suderinama ir patvirtinama raštu	be co-ordinated and approved in writing	Literal translation
156.	74	numatytais terminais ir tvarka	the terms and procedure	Literal translation
157.	74	apžiūrėti ir priimti suteiktas Paslaugas	inspect and accept the Services	Literal translation
158.	74	Užsakovui peržiūrėjus ir patvirtinus	reviewed and confirmed by the Customer	Literal translation
159.	74	išlaidas bei nuostolius	all expenses and losses	Literal translation
160.	74	sulaikyti ir neperduoti produkcijos	withhold and refuse to hand over products	Literal translation



161.	74	teises saugo ir gina Lietuvos Respublikos įstatymai	rights are preserved and protected by the laws of the Republic of Lithuania	Literal translation
162.	75	įsipareigoja keisti ar papildyti	undertake to change or supplement	Literal translation
163.	75	naujai išleistų įstatymų ar reglamentų	newly passed laws or regulations	Literal translation
164.	75	nustatytais terminais ir tvarka	as per provisions	Modulation
165.	76	Šalims sutarus ir pasirašius	concluded and signed by the Parties	Literal translation
166.	76	pareikšti pastabas ar pretenzijas	states remarks or claims	Literal translation
167.	76	pateikė Vykdytojui neteisingą informaciją ar dokumentus	information or documents were incorrect	Literal translation
168.	76	sudarymo ir interpretavimo sąlygos	its making and interpretation	Literal translation
169.	78	laikinaai valdyti ir naudotis	for temporary possession and use	Literal translation
170.	78	nustatyta tvarka ir terminais	the procedure and the terms	Literal translation
171.	78	numatytus mokesčius ir įmokas	to pay taxes and fees	Literal translation
172.	78	užtikrina ir įsipareigoja	warrants and undertakes	Literal translation
173.	78	savalaikį ir kvalifikuotą	timely and qualified	Literal translation
174.	78	nesuteikti panaudai ar nesubnuomoti Patalpų	loaning or subleasing of the Premises	Literal translation
175.	78	teisę naudoti ir įsirengti	shall have the right to use and install	Literal translation
176.	78	pašalina savo sąskaita ir jėgomis	its own expense and at through its own efforts	Literal translation
177.	78	Nuomininkas patvirtina ir garantuoja	The Lessee represents and warrants	Literal translation
178.	78	atidžiai ir rūpestingai įvertino	has carefully and thoroughly assessed	Literal translation
179.	78	perleisti teises ir pareigas	transfer the rights and obligations	Literal translation
180.	78	turi teisę ir reikiamus įgaliojimus	have the right and the necessary powers	Literal translation
181.	78	sąlygos gali būti keičiamos ir papildomos	may be amended and supplemented	Literal translation
182.	78	atskleistą sąmoningai ar atsitiktinai	disclosed intentionally or accidentally	Literal translation
183.	79	įtraukiant kainas ir mokėjimus	Including all prices	Modulation
184.	79	kuri apribotų ar pakenktų	could restrict or impair	Literal translation
185.	79	turi galią ir įgaliojimus	has power and authority	Literal translation
186.	79	sudarant kokį nors susitarimą ar kompromisą	entering into any settlement or compromise	Literal translation

187.	79	toks vėlavimas ar nevykdymas	that any such delay or failure	Literal translation
188.	79	neapriboja ir neturi poveikio	not in any way limit or affect	Literal translation
189.	80	Priekabą draudžią ir remontuoja savo lėšomis	insures and repairs the trailer	Literal translation
190.	80	Sugadina ar sulaužo priekabą	damages or breaks the trailer	Literal translation

#### APPENDIX 10. (5.1.) Triplets

No	No. of Contract	LT	EN	Strategy
577.	1	laikantis STR normų, taisyklių ir standartų	do all works qualitatively under The Technical regulation of the Construction	Modulation
578.	1	gyvenančių, dirbančių ir judančių žmonių apsaugą	people who are living, working or moving	Literal translation
579.	1	nebūtų apsveigę nuo narkotinių, toksinių ir (arba) psichotropinių medžiagų;	persons are not influenced by drugs, toxic and (or) psychotropic substances;	Literal translation
580.	12	Ginčai, skundai ir nesutarimai	disputes, claims, and disagreements	Literal translation
581.	13	turinys yra suprantamas, aiškus ir teisingas	Agreement is understandable, clear and right	Literal translation
582.	21	Kylantys ginčai, nesutarimai ir pretenzijos	Arising disputes, disagreements or claims	Literal translation
583.	21	Esant Sutarties pažeidimams, nutraukimui ar negaliojimui	due to the breach, termination or invalidity	Literal translation
584.	21	Sutarties pažeidimas, negaliojimas arba neatitikimas	the breach, termination or invalidity of this Agreement	Literal translation
585.	24	turi reikalingą kompetenciją, patirtį, kvalifikaciją, atlikti paslaugas	The Artist declares that he/she has the expertise, experience, qualifications to perform the services	Literal translation
586.	26	automobilio praradimu, pažeidimas ar sugadinimas	the risk of accidental Car loss, damage or destruction	Literal translation
587.	33	Agento įsipareigojimai	Obligations, liabilities and commitments of the Agent	Modulation
588.	34	išskyrus pareiškimus, garantijas bei dokumentus	except for declarations, guarantees and documents	Literal translation
589.	34	Sutartis gali būti pakeista, papildyta ar nutraukta	Agreement may be amended, supplemented or terminated	Literal translation
590.	35	Užsakovo teikiama informacija, reikalavimai ir instrukcijos	on the basis of the Customer's requirements, instructions and information provided	Literal translation
591.	35	reikia Užsakovo dokumentų, medžiagos ar papildomos informacijos	the Customer's documents, materials or additional information are required	Literal translation
592.	35	Užtikrinti Užsakovo pateiktos	To keep the information	Literal

		informacijos konfidencialumą, apsaugą ir neatskleidimą,	provided by the Customer confidentiality, secure and not disclose it	translation
593.	35	informacija yra teisinga, tiksli ir išsami	information would be true, accurate and complete	Literal translation
594.	35	prarandama dėl laikmenų, įrangos ir/ar ryšio priemonių	due to failure of media, hardware and / or communications equipment	Literal translation
595.	35	jos pažeidimu, nutraukimu ir negaliojimu	this Contract breach, termination or invalidity	Literal translation
596.	36	mokesčius, rinkliavas ir muitus	taxes, levies and duties	Literal translation
597.	40	vadovaudamosi teisingumo, protingumo ir sąžiningumo principais	following the principles of justice, reason and fairness,	Literal translation
598.	40	ši informacija yra išsami, tiksli ir teisinga	this information is exhaustive, exact and correct	Literal translation
599.	40	yra gauti visi patvirtinimai, sutikimai ir pritarimai	obtained all approvals, permissions and consents	Literal translation
600.	40	jokio teismo, valstybinės ar savivaldos institucijos sprendimo	any court, governmental or municipal authority's decision	Literal translation
601.	40	nei viena iš Šalių nepatyrė jokio grasinimo, smurto ar ekonominio spaudimo tam, kad pasirašyti	None of the Parties has suffered any threat, violence or economic pressure to sign	Literal translation
602.	40	visų nuostolių, žalos ir išlaidų	all losses, damage and costs	Literal translation
603.	40	Pareiškimai buvo neteisingi, neišsamūs ar melagingi	the representations is incorrect, incomprehensive or false	Literal translation
604.	43	Šalių teisės gali būti plečiamos, siauriamos ar keičiamos	The rights of the Parties can be extended, narrowed or amended	Literal translation
605.	43	patvirtinimo, laidavimo ar garantijos	declarations, indemnities or guarantees	Literal translation
606.	48	nekonsultuoti, nesteigti, neturėti jose akcijų	not to consult, set up companies engaged in the activities in competition with the Employer, not to own any stocks	Modulation
607.	51	atsižvelgdamos į pareiškimus, garantijas bei susitarimus	having regard to the statements, guarantees and agreements	Literal translation
608.	51	turi visas galias, įgaliojimus ir teises	has all powers, authorizations and rights	Literal translation
609.	51	įsakymo, nutarimo ar nurodymo	any order, resolution or instruction	Literal translation
610.	51	pertvarkymo, perplanavimo ar rekonstrukcijos	reorganization or restructuring, reconstruction works	Literal translation
611.	52	Nėra jungtinės veiklos,	are no joint arrangements,	Literal

		partnerystės ar darbo santykių	partnership or labour relations	translation
612.	52	kokie ginčai, nesutarimai ar reikalavimai	Any disputes, disagreements or demands	Literal translation
613.	52	nuostata yra ar tampa neteisėta, negaliojančia ar neįgyvendinama	any provision is or becomes illegal, invalid or unrealizable	Literal translation
614.	54	draudimo polisus, licencijas, leidimus	any insurance policies, licences, permits	Literal translation
615.	54	jungtinę, atskirą ar papildomą atsakomybę	any joint, several or subsidiary liability	Literal translation
616.	54	įrengimai pavagiami, prarandami ar sunaikinami	theft, loss or destruction of equipment	Literal translation
617.	54	įsipareigojimų, terminų ir sąlygų	obligations, terms and conditions	Literal translation
618.	57	pristatyti laiku, saugiai ir profesionaliai	to deliver timely, safely and in a professional manner	Literal translation
619.	59	reikalavimai laikomi tinkamai, laiku ir pilnutinai įvykdyti	shall be considered as duly, timely and completely fulfilled	Literal translation
620.	59	Šalių teisės, pareigos ir pareiškimai	Rights, Duties and Statements of the Parties	Literal translation
621.	61	laiku, tinkamai ir kokybiškai	to timely, properly and in quality manner	Literal translation
622.	61	kokybiškai, tinkamai ir laiku suteiktas Paslaugas	provided in quality manner, properly and in time	Literal translation
623.	61	be jokių apribojimų, išlygų ar sąlygų	any restrictions, stipulations or conditions	Literal translation
624.	61	niekinei, negaliojančiai ar neįgyvendinamai nuostatai.	to the void, not valid or not possible to implement provision	Literal translation
625.	61	pranešimai, prašymai bei kita informacija	All notifications, requests and other information	Literal translation
626.	64	nepažeidžia jokių teisės aktų, sutarčių, susitarimų	shall not violate any legislation, contracts, agreements	Literal translation
627.	64	Šalys jokia būdu negalėjo numatyti, išvengti ar pašalinti	which could not be foreseen, avoided or eliminated by the Parties	Literal translation
628.	64	Sutarties pažeidimu, nutraukimu ar negaliojimu	a breach, termination or invalidity of the Contract	Literal translation
629.	64	nėra teismo, ikiteisminio ar arbitražo ginčo dalykas	the subject of a judicial, pre-trial or arbitration dispute	Literal translation
630.	66	informacijos viešinimo, atskleidimo ir atkūrimo	publicising, disclosing, reproducing of information	Literal translation
631.	66	šios Sutarties pakeitimo, nutraukimo ar įvykdymo	the alteration, termination or fulfilment of this Contract	Literal translation
632.	71	kortelė prarandama, pametama, pavagiama	Card is lost, stolen or it cannot be used	Literal translation
633.	71	identifikuoti, tikrinti ar kitaip nustatyti	to identify, verify or find out otherwise	Literal translation
634.	71	pamestų, prarastų, pavogtų	Gift Cards which were lost or	Literal

		Dovanų kortelių	stolen	translation
635.	71	Sutarties pažeidimo, nutraukimo ar negaliojimo	violation, termination or invalidity of this Agreement	Literal translation
636.	72	Bet koks ginčas, nesusipratimas ar pretenzija	Any dispute, misunderstanding or claim	Literal translation
637.	72	teisėtumu, galiojimu ar aiškinimu	lawfulness, validity or interpretation	Literal translation
638.	72	efektyvumo, teisėtumo ar galiojimo	effectiveness, lawfulness or execution	Literal translation
639.	73	visiškas Krovinio praradimas, sužalojimas, sugadinimas	loss of, damage to the Cargo	Literal translation
640.	73	vėdinimo, kondicionavimo, drėgmės režimo	the required ventilation, air conditioning, humid conditions'	Literal translation
641.	73	Sutarties, Užsakymų ir Teisės aktų reikalavimus	the requirements established by the Contracts, Orders and Legal Acts	Literal translation
642.	73	duomenų parengimą, pateikimą, atsiėmimą,	preparation, submission, collection, of all letters	Literal translation
643.	73	jokiu būdu nepanaikina, neapriboja ir nesumažina Vykdytojo atsakomybės	in no case shall abolish, restrict and reduce the Executor's responsibility	Literal translation
644.	73	laiku, saugiai bei kokybiškai pristatyti Krovinį	timely, safely and qualitatively deliver the Cargo	Literal translation
645.	73	nuplauti, išvalyti, dezinfekuoti Transportavimo priemones	fully clean the Transport Means	Modulation
646.	73	atitinkamoms muitines, tranzito, deklaravimo procedūros	all corresponding customs, transit, declaration procedures	Literal translation
647.	73	jokių išlaidų, investicijų ir/ar nuostolių	no costs, investments and/or losses	Literal translation
648.	73	Sutartis gali būti keičiama ar pildoma bei taisoma	The Contract shall be subject to amendment or adding and correction	Literal translation
649.	73	įvertinti kitais būdais, priemonėmis ar matais	by other methods, means or measures	Literal translation
650.	73	jų eksploatavimą/naudojimą/funkcionavimą	their operation/use/functioning	Literal translation
651.	73	Teisės aktų nevykdymo/netinkamo vykdymo/pažeidimo	the non-performance / improper performance / violation of the requirements	Literal translation
652.	73	atsisakyta regresio, subrogacijos ir atgręžtinio reikalavimo teisių	the rights of regress, subrogation and recourse shall be refused	Literal translation
653.	73	licencijos, įsipareigojimo ar leidimo	licence, obligation or permit,	Literal translation
654.	74	paslaugų užsakymo, teikimo, atsiskaitymo tvarkos	the the ordering and provision of advertising	Literal translation

655.	74	pateiktą informaciją, poreikius ir reikalavimus	Provide all information	Modulation
656.	74	planavimo, organizavimo ir įgyvendinimo paslaugas	services of planning, organising and implementing	Literal translation
657.	74	techninę, intelektinę ar komercinę informaciją	any technical, intellectual or commercial information	Literal translation
658.	74	sprendžiami derybų keliu, tarpusavio sutarimu ir bendradarbiavimo pagrindu	by way of negotiation, mutual agreement and co-operation	Literal translation
659.	75	nėra likviduojamas, pertvarkomas į kitą juridinio asmens formą ar nėra bankrutuojantis	is liquidated, reorganized into the form of another legal person or is not going bankrupt	Literal translation
660.	78	Patalpų įrengimo, pertvarkymo ir/ar perplanavimo darbus	works of furnishing, rearrangement and/or redesign	Literal translation
661.	78	reikiamus leidimus, licencijas ir sutikimus,	all the permits, licenses and approvals required	Literal translation
662.	78	Šalių teisės, pareigos, pareiškimai	Rights, obligations, representations of the parties	Literal translation
663.	78	Parduodamas, perleisdamas arba įkeisdamas	By selling, transferring or mortgaging	Literal translation
664.	78	Taisykles pakeisti, papildyti ar panaikinti	to substitute, supplement or revoke them	Literal translation
665.	78	neatleidžia Šalių nuo įsipareigojimų vykdymo, trūkumų pašalinimo ir nuostolių atlyginimo	shall not release the Parties from the fulfilment of obligations, elimination of deficiencies and reimbursement of damages	Literal translation
666.	79	mokesčių sumos, rinkliavos ar kiti valstybiniai mokesčiai	the amount of taxes, duties or other public charges	Literal translation
667.	79	reikalingų dokumentų, leidimų, išleidimo eksploatuoti sertifikatų	the necessary documents, permits, certificates of release	Literal translation
668.	79	nėra jokio ieškinio, bylos, ar skundo	no action, proceeding or claim	Literal translation
669.	79	prieš bet kokią valstybę, savivaldybę, arba kitą vyriausybės departamentą	any state, municipal, or other governmental department	Literal translation
670.	79	kiekvieną jos direktorių, darbuotoją ir agentą	their directors, employees and agents	Literal translation
671.	79	Šalies be atstovavimo, garantijos ar sandorio	any representation, warranty or covenant	Literal translation
672.	79	gresia likvidavimas, restruktūrizavimas arba bankrotas	becoming subject to dissolution, restructuring or bankruptcy proceedings	Literal translation
673.	79	pastabos, reikalavimai ar kitas bendravimas	All notices, demands or other communication	Literal translation
674.	81	Nuomininkas automobilį registruoja, draudžia ir remontuoja	The Lessee registers, insures and repairs the vehicle	Literal translation

## APPENDIX 11. 6. Pleonasms

No.	No. of Contract	LT	EN	Strategy
675.	1	faktiškai atliktus darbus	the accomplished works	Modulation
676.	1	būti pakeistas kitu analogišku darbu	replaced by another works	Modulation
677.	2	šio pavedimo įvykdymui transporto priemonės nupirkimui	for executing this commission to purchase of the transport means	Literal translation
678.	2	delspinigiai už kiekvieną uždelstą dieną	a fine of 0.02% from all the amount for every delayed day	Literal translation
679.	3	aukštis ant padėklo neturi būti aukštesnis nei 1,70 m.	The height of the Goods on a pallet should not exceed 1.7 m	Literal translation
680.	3	esant matomam brokui ar akivaizdžiam Prekių sugadinimui	in case of obvious defects or obvious deterioration of the Goods	Literal translation
681.	6	į Vykdytojo akcizinių sandėlių padėtus prekių kiekius ir likučius.	the quantities and balances of the Goods placed to the excise Warehouse.	Literal translation
682.	21	išankstinio avansinio apmokėjimo	Buyer prepays in advance	Literal translation
683.	29	laiku nesumokėtos sumos delspinigių	payment of the penalty of the outstanding amount of the fine for each day of delay	Literal translation
684.	38	ginčai sprendžiami dvišalėse derybose	disputes shall be resolved by means of bilateral negotiations.	Literal translation
685.	35	finansinių lėšų	financial resources	Literal translation
686.	42	sumokėti Pardavėjui sutartą ir sullygtą kainą	Pay for Goods	Modulation
687.	57	perduoda PIN kodą	report a PIN code	Literal translation
688.	60	padengti žalos nuostolius	pays all related damages	Literal translation
689.	60	grąžinti visas įmokas ir pinigus	return all deposits and moneys	Literal translation
690.	61	suteikia jas nepilnai ne visa apimtimi	executes them not completely not to full extent.	Literal translation
691.	61	bei visi ir bet kokie kiti asmenys	all and any other persons	Literal translation
692.	68	teisės teisminiu keliu	by judicial means towards	Literal translation
693.	73	nesilaikant jo pristatymo pateikimo terminų	by violating the terms of its delivery	Literal translation
694.	73	Vykdytojui kyla būtina prievolė	the Executor shall be liable	Modulation

695.	74	teises saugo ir gina Lietuvos Respublikos įstatymai	rights are preserved by the laws of the Republic of Lithuania	Literal translation
696.	78	Nuomininko perduodamos gražinamos Patalpos turi būti tvarkingos	The Premises being transferred returned by the Lessee must be tidy	Literal translation
697.	78	plombuotai užblokuoti įėjimą į Patalpas	sealing blocking the entrance to the Premises.	Literal translation
698.	78	tai bus įsakmiai privaloma	unless it is mandatory	Modulation
699.	79	grąžins gražinamas gabenimui skirtas pakuotes	shall return the transport packaging	Modulation