

A Study on C-E Translation of Stone Export Contract from Functional Equivalence Perspective

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Abstract

With the optimization and upgrading of China's foreign trade, studies on translation of import and export contracts have gradually deepened. However, such studies are not balanced in different fields. The translation of stone export contracts has not received much attention. Guided by the theory of functional equivalence, this study is divided into five chapters. The first chapter briefly explains the background, purpose and importance of the topic. The second chapter focuses on literature review, which is divided into three sections on the definition and the development and the application of the theory, respectively. The third chapter mainly discusses the lexical and syntactic features in the translation of stone contracts. Chapter four discusses the application of functional equivalence in English translation of stone contracts, including lexical equivalence, syntactic equivalence and stylistic pairs. The fifth chapter summarizes the findings. The conclusion of this paper shows that the proper application of functional equivalence in translation is conducive to the accuracy of translation and the transmission of business culture. In translation, the translator should objectively and accurately reproduce the articles in the targeted language. In addition, cultural differences are also an indispensable consideration in this process. This paper also puts forward some countermeasures to the problems existing in the said process. As stone export is a highly professional and complex field, translators need to analyze and deal with the actual situation in practice.

Keywords

Contract Translation, Functional Equivalence, Stone Export

1. Introduction

1.1. Research Background

In today's profound economic globalization, China is a nation that strongly believes in peaceful development and has been actively developing economic partnerships with its neighbors. This has been done with the aim to build a community that is based on political mutual trust, economic integration and cultural inclusiveness. This will help to create a sense of shared interests, a sense of shared destiny, and a sense of shared responsibility. China is determined to build a community that will benefit both its own people and that of the adjacent nations. Due to the more frequent communication and economic exchanges among countries, there is a greater need for formal contracts. Translating business contracts into English accurately allows Chinese companies to fully comprehend and comply with the contractual obligations, terms, and local laws, ensuring a smooth and legal business transaction. In that case, both parties would clearly understand the terms and conditions, avoiding potential misunderstandings and disputes.

1.2. Research Purpose and Significance

The English translation of business contracts has a strong purpose.

1) Precision and Clarity: Business contracts require a high level of precision and clarity to ensure that all parties involved have a clear understanding of their rights, obligations, and expectations. The English language, known for its concise and specific nature, allows for the expression of legal concepts with utmost clarity and eliminates ambiguity.

2) Legal Framework: English-speaking jurisdictions typically have well-established legal systems and extensive legal precedents. As a result, the English translation of business contracts reflects the legal framework of these jurisdictions, integrating well-defined legal terms, structures, and concepts that serve the purpose of safeguarding the legal enforceability and clarity of the agreement.

3) International Appeal: English is widely recognized as the primary language of international business communication. Many multinational corporations, regardless of their native language, often use English as the language of choice for conducting international transactions. Hence, the English translation of business contracts caters to a global audience, enabling cross-border collaborations and fostering a broader reach for commercial activities.

4) Standardization: English serves as a lingua franca in the business world, with a vast majority of international trade transactions and commercial activities conducted in English. Consequently, the English translation of business contracts adheres to certain established language norms, terminology, and legal conventions, enhancing standardization and facilitating efficient business practices.

5) Legal Considerations: Certain legal principles and doctrines, such as the principle of good faith, specific performance, or limitation of liability, vary

across legal systems. When translating business contracts into English, these legal considerations are taken into account to ensure the language accurately reflects the intended purpose, obligations, and protections envisioned by the original text, allowing for legal certainty and credibility across jurisdictions.

In conclusion, the strong purposefulness of the English translation of business contracts is driven by the need for precision, clarity, integration with legal systems, international appeal, standardization, and consideration of legal principles, all of which are vital aspects in enabling effective and enforceable business agreements.

As a document with legal effect, a formal and regular English contract can highlight the comprehensive quality and translation skills of translators, and Mutual projects can be better achieved. Under the background of the perfect combination in Functional Equivalence translation theory and application, the acceptability of target language readers can be considered to a greater extent, which reflects strong practical significance. Viewing the Functional Equivalence theory as the theoretical basis, we will specifically discuss its application in Chinese-English Translation to the Stone Export in this paper, and at the same time carefully explore the translation strategies and skills of business contracts, so as to increase the reference value for future translation studies.

2. Literature Review

2.1. Definition of Functional Equivalence Theory

Functional Equivalence theory was introduced by Eugene A. Nida, a renowned American linguist who spent his career translating the Bible. Nida's theory emphasizes achieving functional equivalence between languages, rather than a rigid one-to-one correspondence of words. "Functional Equivalence" is core principle of Nida's theory. This core principle enables more effective information exchange between languages.

2.2. Development of Functional Equivalence Theory

The statistical data indicates a growing number of experts and scholars, both nationally and globally, who are conducting in-depth and innovative research on Nida's functional equivalence theory. This has significantly contributed to the wider acceptance of Nida's theory in the translation community and across various countries.

2.2.1. Domestic Research

Ma Huijuan (2009) conducted a thorough analysis of Functional Equivalence theory and provided clarity on common misunderstandings among translators, as well as explored the reasons behind the controversial nature of this theory within translation circles. Another scholar, Tan Zaixi (1999), believed that a comprehensive understanding of Functional Equivalence theory introduced new thinking and methods to translation practices, which had a significant guiding influence on translation activities and established a strong foundation for mod-

ern translation studies. Nida's theory has liberated translators from the confinement of cultural differences and made it easier for target readers to comprehend information, thus facilitating effective information exchange (NIDA, 1993).

2.2.2. Foreign Research

Translation involves examining and dissecting the vocabulary, grammar, and communication of the source text to comprehend its intended meaning, and subsequently conveying that meaning in the language natural to the target audience. Mildred's interpretation of translation theory aligns with Nida's Functional equivalence theory, while Wilss argues that this is effective in practical translation scenarios. According to Venuti, the applicability of Functional Equivalence theory has contributed to resolving the argument between "domestication translation" and "foreignization translation" concerning language and culture. Consequently, the findings and acknowledgement of these scholars signify the practicality of adopting Functional Equivalence theory.

2.3. Functional Equivalence Theory in Use

Functional Equivalence theory is crucial for translation studies. It can help translators to understand the foreign language text functionally and analyze the original and the target text in order to achieve better translation.

The significance of Functional Equivalence theory lies in its representation that translators must grasp the intended meaning and purpose of the original text and convey it effectively in the target language to achieve functional equivalence, and take it as the foundation of translation course. In addition, the translator must also consider the different structure of the language, the influence of culture and the ideas of the original text, so as to correctly translate the functional substance of the original text.

In addition, the theory of Functional Equivalence also puts forward that the quality of translation must be higher than that of the original text. That is to say, the focus of the translation process is to keep the main content of the original unchanged, and make it colorful and novel, so as to echo the spirit of the original text.

Therefore, the theory of Functional Equivalence is an important part of the translation process. Translators should accurately understand the bilingual text functionally and fully consider the factors of culture, structure and thinking to make the translation more smooth and readable, so as to more accurately convey the content of the original text.

From the perspective of Functional Equivalence theory, the fundamental principle of translating stone export contracts into English lies in ensuring that the translated version retains the same functionality and effectiveness as the original contract. The translation should accurately convey the rights, obligations, and terms of the parties involved, while also considering the cultural and legal differences between the source and target languages. It is essential to choose appropriate linguistic expressions, terminology, and legal concepts that

are equivalent in import and convey the intended meaning accurately. The translation should also adhere to the legal conventions and requirements of the target market. Overall, the basic principle is to achieve functional equivalence by accurately conveying the contract's intent, rights, and obligations in a culturally and legally appropriate manner in the target language.

3. On translating Commercial Contracts

3.1. Lexical Characteristics of Commercial Contracts

Technical terms have international universality, precise meaning, no ambiguity, and no personal emotion. A large number of clear business terms are used in business contract, so that each transaction link in business contract can be accurately described.

3.2. Syntactic Characteristics of Commercial Contracts

Business contract is an objective description and regulation of relevant cooperation matters (Jin & Nida, 1984). The language is concise and rigorous, and the logic is clear.

In general, business contracts utilize declarative, passive, short, and compound sentences. These sentences are short, concise and precise. We need to avoid the use of interrogative sentences and elliptical sentences in business contracts, so as not to cause unnecessary misunderstanding and lead to business disputes.

3.3. Principles of C-E Translation of Commercial Contracts

3.3.1. Accuracy

These contracts inherently entail various rights and obligations for both parties involved, representing that both parties will have legal effect and legal consequences. Therefore, translation must not pay too much attention to literary rhetoric and focus on the original text. If the excessive pursuit of beautiful language will hinder the transmission of the original idea, resulting in misunderstanding between the two sides, and even serious trade disputes.

3.3.2. Speciality

To ensure that the translation is professional, the correct use of technical terms is the first step. You can't translate an English contract into a political paper, let alone a literary work. A business contract is both a legal document and a business document. The professional principle has a very rich meaning in the business contract.

3.3.3. Flexibility

The level of formality required in translating business contracts is dependent on the gravity of the specific contract. However, this does not rule out the importance of flexibility in translation. Contracts can vary in their style and content based on the parties involved and their objectives. As such, interpreters must be

adaptive to accommodate the distinct differences and characteristics of each contract (Xie, 2020).

3.4. Difficulties in Translation of Commercial Contracts

Use Official Used Adverbs Appropriately

As legal documents, business contracts require the use of official language in translation work. This includes a specific set of adverbs commonly used in English legal documentation, which ensure the accuracy, structure and logic of the translation. Unfortunately, some English translations of contracts neglect this requirement and instead use everyday language, resulting in a lower quality of translation. In fact, the frequency of use about this kind of adverbs is lower. Commonly used adverbs of this kind are after, by, in, of, on, to, under, upon, with and other adverbs of here, there and where, respectively, to form an integrated form of adverbs in official documents.

For instance:

从此以后、今后 equals hereafter;

此后、以后 equals thereafter;

在其上 equals thereon, thereupon;

对于这个 equals hereto;

对于那个 equals whereto;

在上文 equals hereinabove; hereinbefore;

在上文中、在上一部分中 equals thereinbefore;

Two illustrations are provided to showcase the implementation of the aforementioned adverbs in English translations of commercial contracts.

Example: This Contract shall come into force from the date of execution hereof by the Buyer and the Builder.

Example: The undersigned hereby agrees that the new products whereto this trade name is more appropriate are made in China.

4. Functional Equivalence in Translating Stone Export Contract

4.1. Lexical Equivalence (Shown in Table 1)

Table 1. Common words of stone export contract in Chinese and English.

原料人造石	Agglomerate (artificial stone)
花岗石	Granite
大理石	Marble
石灰石	Limestone
玛瑙(松香黄)	Onyx
石英岩	Quartzite
米色	Beige
南非红	AfricaRed
玛瑙玉	Agate Jade

Continued

海军白	Agia Maruba
亚加斯灰	Akashi
工程板	cut-to-size
石线	Stone Border (line)
罗马柱	Column
弧形板	Arc panel
马赛克	Mosaic
蘑菇石	Mushroom slate
磨边	edge polishing
加工工艺打磨	grinding
倒角	bevel edge
幼晶	coarse crystalline
干挂	dry-hang
哑光	hone finished
喷沙	sand-sprayed
酸洗	acid washing

All these technical terms are normative and unchangeable.

4.1.1. Case Analysis

(*All the cases in this paper are extracted from the original Chinese-English commercial contracts from the stone company where I interned and legal contract documents.)

1a) “一旦收到甲方关于石材订货的确认后，乙方便要求其银行开立以甲方为受益人的信用证。”

1b) “The Party B shall request his bankers to open an Irrevocable letter of credit in Party A’s favor upon receipt of Party A’s Confirmation of stone order.”

Analysis: English emphasizes hypotaxis (Li & Yu, 2021). At the same time, Chinese emphasizes parataxis. So we often take syntactic devices or lexical devices. At the same time, the English habit is to put the main sentence first, the other parts are treated as non-predicate. So in this sentence, “乙方要求其银行开立以甲方为受益人的信用证是要在受到甲方关于石材订货的确认后”. It comes down to this: put forward such corresponding techniques as readjustment of word order and focus permutation. “以...为受益人” should be translated into “in one’s favor”; “开立信用证” should be translated into “open an Irrevocable letter of credit”. At the same time, since there is no clear concept of single and plural in Chinese, English has clear requirements for single and plural, which is clearly reflected in this Chinese-English translation “银行”—“bankers”. The principle of lexical equivalence should be reflected in this paragraph.

2a) “本协议及其附件构成双方关于本协议标的的完整协议，并取代双方先

前有关本协议的一切书面文件和谅解。”

2b) “This Agreement and the schedules hereto constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all previous writings and understandings related hereto.”

Analysis: We should find out the main sentence and modifiers before translating. The backbone of the first half of the sentence is “本协议及其附件构成完整协议”, we should view “关于本协议标的的” as an adjective. Based on hypotaxis characteristics of English, “关于本协议标的的” should be translated into the present participle as post-modifier, so that it is more in line with the English expression logic. In this sentence, “hereto” and “hereof” are the best choice for the translation of “本协议”, it reflects lexical equivalence. The second part, post-modifier is the correct translation of “有关本协议的”. In the latter part, “取代” equals “supersede”, which is more formal than other words in contract translation.

3a) 乙方材料全部供应到甲方指定地点后, 甲方先交付材料款的 80%, 其余款项等楼梯间花岗岩全部铺贴完工, 材料多退少补, 楼梯间花岗岩铺贴工程验收合格后一次性付清。工程承包费结算和支付时, 必须由项目经理审核和签字后由公司财务支付。

3b) After Party B supplies all the materials to the place designated by Party A, Party A shall pay 80% of the material payment. The remaining amount shall be paid off in a lump sum after all the stairwell granite paving is completed. If there is an overpayment, it will be refunded; and if there is a shortfall, it will be repaid, and the granite paving works of stairwell shall be paid off in one lump sum after acceptance. The settlement and payment of the project contract fee must be reviewed and signed by the project manager and paid by the company finance.

Analysis: First we need to find out the technical terms. We should pay attention to it that “花岗岩” has the equivalent English word called “granite”. “多退少补” also has a fixed expression—“Any excess payment shall be refunded and deficiency shall be repaid”. Also, in stone contract, “shall” is commonly used. In this sentence, “shall” is neither to suggest represent a suggestion or advice, nor to indicate future tense. It indicates parties have obligation. All these characters represent the principal of lexical equivalence. The whole paragraph is treated by linear and segmentation translation. By the way, the translation skills of hypotaxis also need to run through it.

4.1.2. Matters Need Attention

As an important form of overseas trade, stone export contract plays an important role in international trade. However, many common translation errors are found in contract translation, which will not only affect the legal effect of the contract, but also reduce the efficiency and quality of international trade cooperation.

First of all, translators do not understand specific terms in stone in a proper way, leading to translation deviations. For example, “carbonados”, a dark black stone, have been mistranslated as “black diamonds” by some translators, leading

to misunderstandings and even lawsuits. In addition, in the translation of stone standards, there are also common translation errors. For example, “板材” are often translated into English as “boards”. The correct translation would be “slabs”. That can lead to differences between buyers and sellers over the quality of the product.

Secondly, translators have different views of the legal system, that might lead to legal risks in translation. For example, “贷款” in Chinese can refer to regular payments or cash payments, but in English the distinction must be clear, otherwise there will be confusion. In this circumstance, the ability to comprehend and master complex linguistic variations is integral to enhancing the caliber of English translations. The following pages will discuss the seven terms commonly used to confuse, together with typical cases.

Now, six pairs of commonly used and easily confused words are below, accompanied by typical examples.

1) shipping advice and shipping instructions

As for “装运通知” The most appropriate translation for it is “Shipping Advice”, and it is typically dispatched by the exporter (seller) to the importer (buyer). However, “Shipping Instructions” can be interpreted as “装运须知” in Chinese, it is sent by the importer (buyer) to the exporter (seller). In addition, one should pay attention to the distinction between vendor (vendor) and vendee (buyer). The above three pairs of words are prone to clerical errors in English translation.

2) change A to B and change A into B

When translating “把 A 改为 B”, “change A to B” should be used. and When translating “把 A 折合成/兑换成 B” we use “change A into B”. These two circumstances shouldn't be confused.

3) ex and per

The prepositions “ex” and “per” have distinct meanings originated from Latin. “ex” is used when goods are “运来” by a steamer, Per is used when goods are “运走” by a steamer, and “by” is used when goods are “承运” by a steamer.

4) in and after

When translating the time of “多少天之后” (how many days after) in English, It typically denotes a specific day as “how many days after”, hence the preposition “in” must be utilized instead of “after”. This is due to the fact that “after” can refer to any precise day of “how many days after”, which could lead to ambiguity.

5) not (no) later than

We use “not(no) later than + date” to translate “不迟于某月某日” into English.

6) on/upon and after

When in the English translation of “……到后, 就……”, we need to use “on” or “upon” instead of “after”. Because the time expressed by “after” to show “之后” is not clear.

4.2. Syntactic Equivalence

4.2.1. Linear Translation

Linear translation is the most common method in translation. In addition to requiring translators to deal with various components in sentence order, it is more important to properly divide sentences or use conjunctions such as “when” and “and so on to integrate into long sentences. In this way, the English habit of hypotactic is complied with, so that the original loose short sentences are integrated into long sentences. The translation is finally smooth and logical. This follows the principles of accuracy and professionalism in business contracts.

4a) 石材花色、品种、规格、质量不符本合同规定时，乙方同意利用者按质论价。不能利用的，甲方应负责保修、保退、保换。由于上述原因致延误交货时间，每逾期一日，甲方应按照逾期缴获部分货款总值的 30%，向乙方偿付逾期交货的违约金。

4b) If the color, variety, the stone’s specification and quality are not in compliance with the provisions outlined in this Contract, Party B agrees that the price shall be based on the quality. If it cannot be used, Party A shall be in charge of warranty, refund and replacement. If the delivery time is delayed due to the above reasons, Party A shall pay Party B liquidated damages equal to 30% of the total value of the seized goods for each day delayed.

Analysis: we find that there are many short phrases. Long sentences are more commonly used in English text. In the process of translation, integrating short sentences into long sentences would be more consistent with the English style. In the process of translation, conjunctions or prepositions are often used to integrate. For example, “每逾期一日，甲方应按照逾期缴获部分货款总值的 30%，向乙方偿付逾期交货的违约金。” In the translation, the main sentence is first translated out- “甲方应该向乙方支付违约金”，the adverbial “每逾期一日” is put back. Strictly speaking, “按照逾期缴获部分货款总值的 30%” is seen as adverbial modifier, this part can be used as attributive after “damages” in the English translation. This is in line with English style, also conform to linear translation of Syntactic equivalence.

5a) 合同签订后，供方在收到需方签字确认的图纸及其它相关文件 25 天内开始供货，在不影响工程进度的前提下，两个月内，全部石材需供货完毕。

5b) After the contract is signed, stones shall be supplied within 25 days after receiving the drawings and other relevant documents signed and confirmed by the demander, and all the stones shall be supplied within two months without affecting the progress of the project.

Analysis: English is a language that focuses on hypotaxis while Chinese emphasizes parataxy. When translating, we can choose to use conjunctions and prepositional phrases to connect short sentences, such as “within 25 days” and “after receiving...”. This is in accordance with the English expression habit, this is also in line with Nida’s concept of functional equivalence theory.

4.2.2. Segmentation

The segmentation translation is to divide a sentence in the original into two or

more sentences. Paratactic is what Chinese values, which relies on implicit logic to organize sentences. While English focuses on hypotaxis, which connect sentences through the use of words such as conjunctions and relative pronouns. Therefore, Chinese is often loose, while English needs to use a period to indicate the end after the complete expression, and the use of period is very strict. Therefore, in the process of translation, we must take into account the disparities between Chinese and English bilingual individuals thoroughly and make the translation suitable for the target language.

6a) “甲方保证所收取石材各项费用的标准应符合法律和政府规定，如不符合，甲方应按规定整改并相应开具发票，否则乙方可延缓支付款项。” (Leong, 2020)

6b) “Party A warrants that the standard of stone fees collected shall comply with laws and government regulations. If not, Party A shall rectify and issue invoices accordingly. Otherwise, Party B can postpone the payment. “

Analysis: Based on Functional Equivalence theory, we should break it into several connected short sentences, and add or subtract words appropriately, so that the content is clear and understandable. In this sentence, we need to use the technique of segmentation. The original text conveys three meanings: The first one pertains to the contents that Party A assures to provide. The second one refers to the actions that Party A must take if there are no provisions about various expenses standards. The third layer is that if Party A does not do so, how can Party B deal with it. Breaking down the long Chinese sentences into several English ones according to different meanings can result in a more precise and authentic expression.

4.2.3. Conversion

Conversion method refers to the conversion of words, sentence patterns or voice in the original sentence in order to make the translation conform to the expression mode of the target language. Specifically, it means the conversion of nouns into pronouns, adjectives and verbs in the part of speech; or the conversion of verbs into a nouns, adjectives, or prepositions. In terms of sentence composition, it means to change the subject into adverbial, predicate, etc. As for voice, it means to change the active voice to the passive voice.

7a) 每块石材的侧面(非装饰面)须注明该石材的代号及尺寸。包装时应将装饰面相对，并按石材的品种、规格分别装入不同尺寸的木箱中；木箱须安全、坚固、防水、防潮、防震，适合长途运输及搬运，而且须注明规格、数量、颜色、吊挂方向等。

7b) The side (non-decorative one) of each stone shall indicate the code and size. When packing, the decorative surface should be relative, and according to the varieties and specifications of the stone, each should be respectively packed into the wooden box of different sizes. The wooden case shall be safe, strong, waterproof, moisture-proof and shock-proof, be suitable for long-distance transportation and handling, and specification, quantity, color, hanging direction, etc., shall also be indicated.

Analysis: In contract translation, passive voice is widely used in order to be more objective and precise. As for the second sentence, “包装时应将装饰面相对, 并按石材的品种、规格分别装入不同尺寸的木箱中”. In order to show objectivity, translators will use the way to change the subject, and use the passive voice. So the translation should be: “When packing, the decorative surface should be relative, and according to the varieties and specifications of the stone, each should be respectively packed into the wooden box of different sizes.” The same goes for the penultimate sentence: “而且须注明规格、数量、颜色、吊挂方向等”. In this sentence, according to English writing habits, the passive voice is the most appropriate choice.

8a) “如果一方违反本合同的任何条款, 并且在接到另一方的书面通知后 30 日内不予以补救, 未违约方有权选择向违约方书面通知终止合同。”

8b) “If any terms and conditions of this Contract are breached and the breach is not corrected by the breaching party within 30 days after a written notice thereof is given by the other party, then the no breaching party shall have the option to terminate this Contract by giving written notice thereof to the breaching party.”

Analysis: In this text, two parts of passive voice are embodied: “如果一方违反本合同的条款” is translated into “...are breached”; and “在接到书面通知后” is translated into “a written notice thereof is given by...”. Meanwhile, “违约方有权选择向违约方书面通知终止合同” is translated into “the no breaching party shall have the option to terminate this Contract by giving written notice thereof to the breaching party”. In this sentence, the English translation uses “by doing sth” to express a way to terminate the Contract. It makes the writing more precise and smooth.

9a) 对有些缺陷需在安装后方可进行验收或识别(如色差或性能或现场试验等), 若甲方在安装使用过程中发现品质缺陷, 则立即通知乙方, 乙方接甲方通知后 48 小时内到达现场, 在双方确认后, 乙方应立即无偿提供补货, 以最短的时间以及安全有效的方式更换有质量问题的产品, 并承担由于更换石材所发生的与此相关的材料、制造、运输、安装等费用及由于工程延误的原因发生的业主对甲方的罚金和延期交货的责任。

9b) Acceptance or identification of some defects (such as color difference or performance or field test, etc.) can be carried out before installation. If Party A finds any quality defects during installation and use, it shall immediately notify Party B, and Party B shall arrive at the site within 48 hours after receiving the notice from Party A. Upon confirmation by both parties, Party B shall immediately provide free replenishment. In the shortest possible time, in a safe and effective way to replace the products with quality problems, and bear the material, manufacturing, transportation, installation and other costs related to the replacement of stone materials, as well as the owner's liability to Party A for fine and delayed delivery due to project delay.

Analysis: In English, sometimes nouns rather than verbs are frequently appearing in the English context. As for “对有些缺陷需在安装后方可进行验收或识别(如色差或性能或现场试验等)” “验收” and “识别” are verbs commonly

used in Chinese. But in this circumstance, we should choose the noun form of the two words to conform to the English expression habits, and transform the subject to choose the passive voice. Another case also represent this condition: “在双方确认后，乙方应立即无偿提供补货...”. In Chinese part, “确认” is a common verb in Chinese, but to be in line with the English multi-noun habit, corresponding noun form “Confirmation” should be used to express meanings properly. Both of them embody the principle of transformation method and conform to Nida’s theory of functional equivalence.

10a) “货物到达目的港后 15 天内，如经中国进出口商品检验局检验，发现石材的质量、数量或重量与本合同规定不符，买方应凭中国进出口商品检验局出具的检验证明书将货物退回卖方，或向卖方提出索赔，要求卖方赔偿损失。”

10b) If the quality, quantity, or weight of the stones do not in conformity to the provisions of this contract as inspected by the China Import and Export Commodity Inspection Bureau within 15 days of the goods’ arrival at the destination port, the buyer must either use the inspection certificate issued by the China Import and Export Commodity Inspection Bureau to return the goods to the seller or file a claim for compensation against the seller to cover any losses.

Analysis: English expressions often use passive sentences to highlight the receptors. It is also a static language, sometimes nouns instead of verbs are used in English writings. In this sentence, “如发现石材质量和数量或重量与本合同规定的相符”—passive order should be adopted; In terms of word using, “与...不符”—the corresponding English phrase is “be not in conformity to sth”, the conversion method is used here, it converts verbs into prepositional phrases. Meanwhile, “由...复检” is to convert a verb into a noun “reinsertion”. All of these are more in line with English expression habits. In contract translation, foreign partners can feel more satisfied and more inclined to facilitate the transaction. Both of them embody the principle of transformation method and conform to Nida’s theory of functional equivalence.

11a) “本合同期限届满时，双方发生的未了债权和债务不受合同期满的影响，债务人应向债权人继续偿付未了债务。”

11b) “The outstanding claims and liabilities existing between both parties on the expiry of the validity of the Contract shall not be influenced by the expiration of this Contract. The debtor shall be kept liable until the debtor fully pays up his debts to the creditor.”

Analysis: In this sentence, “双方发生的” should be translated into “existing between both parties”, and “合同期满” should equal to “expiration of the contract”. The two phrases are both in the same structure “action abstract n. + of + n.” In this structure, action abstract nouns are transformed from verbs and can form a logical verb-object relationship with the following nouns or a logical subject-predicate relationship with the following nouns. So in this sentence, we choose the expiration from the intransitive verb, expire. “The expiration of the contract” expressed that “由于规定的期限届满而告终止的”. This translation

conforms to the standard of English style and the require of Inverse translation.

4.2.4. Inverse Translation

When translating from Chinese to English, the subject is usually translated first, and the following, including conditional, causal or hypothetical sentences, is translated later. Then express the exact meaning of the original text in the logical order that English is used to.

12a) “因在生产、装运、或运输过程中发生的不可抗力事件，卖方对迟交或未交货不负责任。”

The Seller will not be held responsible for the late delivery or non-delivery of goods caused by Force Majeure, occurring in the course of production, shipment or transportation.

Analysis: It is customary in English to put the result of an event first, and put the reasons behind. The same way should be used in this sentence. “卖方对迟交或未交货不负责任” is the result, while “因在生产、装运、或运输过程中发生的不可抗力事件” is the reason. So when translating, we should translate the result in advance and put the reason forward. This translation thus conforms to the standard of English style.

13a) “凡在制造石材产品或运输过程中，因不可抗力致使卖方不能或推迟交货时，卖方不负责任。”

13b) “The Seller shall not be liable for failure or delay of delivery due to force majeure in the course of stone products manufacturing or transportation.”

Analysis: We usually state the conclusion first and then the reason while Chinese counterpart varied. We should follow the principle of conclusion-reason in Chinese-English translation. In the first place, it is described that the seller would exempt from liability, for what reason is the seller not liable to the buyer. This circumstance is reflecting the principle of Inverse translation.

4.3. Stylistic Equivalence

Stylistic equivalence encompasses both linguistic aspects and cultural differences. Each style of translated work possesses its own distinct linguistic features. Consequently, an accurate and faithful reflection of the original language's style can only be achieved once the translator has thoroughly grasped the defining characteristics of both the source and target languages. It is important to note that the various language styles employed in translated works indicate that their embedded cultural factors are also dissimilar.

14a) 付款方式：签订合同后十日内，甲方向乙方支付合同总金额 30%的预付款，乙方全部货到工地，且全部石材安装上墙后经现场、监理验收合格后两个月内甲方向乙方支付至双方结算金额的 85%，待该工程验收合格，甲方向乙方支付至双方结算金额的 95%，余 5%作为质保金，质保金满 2 年后 30 日还清。

14b) Terms of payment: Within ten days after the contract is signed, Party A shall pay 30% of the total contract amount as advance payment to Party B. Party A shall pay 85% of the settlement amount to Party B within two months after all

the goods are delivered to the site and all the stone materials are accepted by supervision. After the acceptance of the project is qualified, Party A shall pay 95% of the settlement amount to Party B and the remaining 5% shall be used as quality guarantee. The Quality Assurance will be paid off 30 days after the expiration of two years.

Analysis: The contract language pays attention to the preciseness. When working on a translation, it's important to focus on using accurate terms and maintaining an appropriate level of praise or criticism. Passive sentences are often used in contract or writings informal style. Sometimes it's to emphasize the recipient. In this paragraph, it is better to translate “签订合同后” into “after the contract is signed”. As for “甲方向乙方支付合同总金额 30%的预付款”, when we translating, We should also pay attention to the use of “shall”, which is a common and formal vocabulary in English contract. One more thing we should note is that, “质保金” has fixed expression “The Quality Assurance”. The translation must be accurate.

4.4. Precautions in Translation of Stone Export

It is not the large declarative terms that are prone to errors in English translation contracts. To ensure accuracy in English contract translation, key details such as money, time, and quantity must be given specific scopes using restrictive structures.

Limited Liability

Contracts clearly outline the responsibilities of both parties, and the fixed structure of conjunctions and prepositions is often used in English translation to convey precise meaning to define the scope and authority of both parties' responsibilities. Examples of the most commonly used such structures are given below.

1) Usage of “and/or”

It is common in English translation to avoid omitting any part of “A and B + A or B” in the contract. This ensures the complete representation of meaning.

*如果板材对船舶和(或)船上其它货物造成任何损害, 托运人应负全责。

“The shipper shall be liable for all damage caused by slabs to the ship and/or cargo on board”

2) Usage of “by and between”

It is utilized to emphasize that the contract is between two parties. Both parties are bound to fulfill their duties and responsibilities as per the agreement.

*买卖双方同意按下述条款购买出售石材并签订本合同。

This Contract is made by and between the Buyer and the Seller, whereby the Buyer agrees to buy and the Seller agrees to sell the stones subject to the terms and conditions stipulated below.

3) When translating start and end times including the date, it's suggested to use double prepositions for better clarity

*我公司的条件是, 3 个月内, 即不得晚于 5 月 1 日, 支付现金。

Our terms are cash within three months, i.e. on or before May 1.

4) In English translation, “inclusive”, “including”, and “included” are frequently used to qualify time that includes the day.

*本证在北京议付，有效期至 1 月 1 日。

This credit expires till January 1 (inclusive) for negotiation in Beijing (or: This credit expires till and including January 1 for negotiation in Beijing). If January 1st is not included, the English translation is “till and not including January 1”.

5) Limited Amount

To prevent potential forgery or alteration, rigorous checks are implemented while translating limited amounts.

6) Repeat amount in uppercase

It's recommended to repeat the amount in uppercase and lowercase letters in English translation, even if the original text is written only in lowercase. The uppercase amount should be written in parentheses after the lowercase one. Additionally, “SAY” should be added before the uppercase amount, indicating that it's the equivalent amount in words, and “ONLY” should be added at the end, representing the entire amount.

Must note: the amount of money in lowercase and uppercase should be the same.

*聘方须每月付给受聘方美元 500 元整。

Party A shall pay Party B a monthly salary of US\$500 (SAY FIVE HUNDRED US DOLLARS ONLY).

7) Use currency signs correctly

While translating amounts, it's crucial to use different currency symbols correctly. For example, “\$” refers to the US dollar or other local currency, and “£” represents not only “pound” but also the currency of different regions. The amount number should be written next to the currency symbol, and careful attention must be given to use either a decimal point (.) or a comma (,) depending on the currency format. Any negligence can lead to significant consequences.

5. Conclusion

After the theoretical study of functional equivalence in English translation of stone export contracts, the following results are obtained.

Firstly, the theory of functional equivalence can guide the English translation of stone export contracts. According to the theory of functional equivalence, the purpose of translation is to make the target text play the same function as the original text, so the translator can choose corresponding translation strategies according to the function of the original text. With the guidance of functional equivalence theory, the translator can understand the function of the translation object more accurately and make better translation decisions.

Secondly, the English translation of stone export contracts needs to consider language, culture, law and other factors. There are differences between languages and cultures, so it is necessary to have a certain understanding of the cultural

factors involved in the translation object in order to better understand and convey the meaning of the original text. At the same time, legal factors should be considered in the process of translation to ensure the legitimacy and accuracy of translation. Therefore, in the English translation of stone export contracts, it is necessary to pay attention to the influence of comprehensive factors, do a good job in the sensitivity of accepting culture, avoid legal loopholes in translation and other aspects.

Finally, there are still some problems and challenges in English translation of stone export contracts. The translator is required to have rich background knowledge and high judgment. In addition, it is necessary to face the diversity and complexity of language expression in translation, which also requires translators to constantly improve their language level and cross-cultural communication ability.

In business translation, translators need to translate contracts, tender documents and other texts to accurately convey the legal terms, business terms and technical specifications. Therefore, the research of this paper has certain practical significance and application value.

At the same time, the future research direction of functional equivalence theory in business translation is also discussed. By combing and analyzing the existing research literature, it is believed that future research can be carried out from the following aspects:

- 1) Study the application of functional equivalence theory in different types of business contracts. There are various types of business contracts, and the stone export contract is only one of them. In the future, functional equivalence theory can be applied to other types of business contracts for research, such as real estate sales contracts, employment contracts, etc.

- 2) Explore the application of other translation theories in business translation. Although this paper focuses on functional equivalence theory, there are many other translation theories in business translation, such as cultural equivalence theory and contextual theory, which can be applied to business translation practice for research in the future.

- 3) Put forward suggestions on the formulation and standardization of business translation. The essence of business translation is to transmit business information across language and cultural barriers. Therefore, in the field of business translation, the translator's professional quality and translation quality are particularly important. In the future, suggestions and guidance can be put forward for the development of business translation field from the perspective of standardization and standardization.

Regarding the application of functional equivalence theory in English translation, I would suggest the following:

- 1) Understand the Source Text (ST): Before translating, it is essential to have a thorough understanding of the ST. Analyze its structure, message, intended audience, cultural references, tone, and style. This will help you grasp the essence

of the content and ensure accurate translation.

2) **Maintain Functional Equivalence:** Functional equivalence refers to achieving the same communicative function in the target text (TT) as the ST does in its original context. Focus on conveying the intended meaning and purpose rather than literal word-for-word translation. Adapt the TT to the culture and language of the target audience while preserving the original message to the best extent possible.

3) **Consider the Target Audience:** The target audience plays a crucial role in determining the appropriate translation approach. Assess their language competence, cultural background, and expectations. Adapt the TT to suit their linguistic and cultural preferences, ensuring effective communication.

4) **Adapt Cultural References:** Cultural references in the ST may not have an equivalent concept or term in the target language. Instead of translating them literally, find culturally appropriate equivalents that convey the same meaning, taking into account the target audience's cultural context.

5) **Maintain Style and Tone:** The style and tone of the ST need to be accurately reflected in the TT. Pay attention to the level of formality or informality, use of humor, idiomatic expressions, and overall writing style. Adapt these elements in the TT to ensure the same impact and tone as the ST.

6) **Proofread and Edit:** After translating, proofread the TT to eliminate any inaccuracies or errors. Ensure consistency in terminology, grammar, punctuation, and formatting. Edit the translated text to improve readability and clarity, making necessary adjustments without deviating from the original meaning and intent.

By applying these suggestions, translators can effectively utilize functional equivalence theory in English translation, ensuring that the TT maintains the same functional effectiveness as the ST in its original context.

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Conflicts of Interest

The author declares no conflicts of interest regarding the publication of this paper.

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