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The Linguistic Characteristics of English Translation of Business Contracts under Functional Equivalence Translation Theory

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Abstract

With the continuous acceleration of the globalization process and the continuous improvement of China's international status, an open China holding high the banner of win-win cooperation is actively participating in international economic and trade activities. Business contracts provide guarantees for maintaining business relationships and conducting business activities. Therefore, drafting, negotiating and signing commercial contracts have become an indispensable link. English business contracts have their own unique stylistic characteristics - contract body, which belongs to legal texts. Accurate translation of business contracts is the key to reducing trade risks, reducing legal disputes, and ensuring that property and other interests are not infringed. In short, the translator needs to consider the problem mainly from the perspective of communicative function in the translation process. From the perspective of "functional parity" translation theory, this thesis analyzes the linguistic characteristics of English-Chinese business contracts, combines the examples of English business contract Chinese translation, discusses the guiding significance and specific application of "functional parity" translation theory in business contract translation activities, and on this basis, puts forward translation strategies of English business contract translation, in order to provide reference for the accuracy and professionalism of English business contract translation.

Keywords

Commercial contracts, functional equivalence, discourse, legal style

1. Introduction

With China's entry into the WTO, China's economy and foreign trade have developed rapidly. Business contracts are the foundation of foreign economic and trade development and the guarantee of the legitimate rights and interests of trading parties. Business contracts and their translations have become a bridge between buyers and sellers, and even between countries. However, the translation of

commercial contracts requires not only professional legal knowledge, but also familiarity with the rules of the industry involved in the contract, as well as rich experience in translation between English and Chinese. By studying and analyzing the language characteristics of English translation of business contracts, this paper provides new ideas and new perspectives for the translation of business contracts, and expects to contribute new strength to the translation of business contracts, important theoretical and practical significance. In addition, the work *A Course in Business English Translation* elaborates on the principles of English business contract translation, and concludes that the translation of English business contract needs to pay attention to the likeness and meaningfulness while the form takes second place. These research results are based on Nida's "functional equivalence theory" (Ma, 2004, p. 105). This paper analyzes and discusses the translation of commercial contracts by applying the functional equivalence theory of the famous translator Nida. It elaborates the theory of functional equivalence from three perspectives: the connotation, development and feasibility of English translation of business contracts. Then it is to mainly analyze the language characteristics of business English from four aspects. Mastering the language characteristics of business English is of great significance for the correct translation of business English and the realization of functional equivalence. At last, it is to discuss the English translation strategies of business contracts under the functional equivalence translation theory, such as literal translation and free translation.

2. The Translation Theory of Functional Equivalence

Nowadays, in the context of economic globalization, the role of business contracts is becoming more and more important. As a cross-lingual and highly specialized document, it involves knowledge of the laws of different countries. In addition, it requires a high level of knowledge of business English. The translation of business contracts is increasingly valued by scholars and translators, who use translation theories to study the translation of business contracts from different perspectives. It is widely believed that among many translation theories, functional equivalence theory is a good guide for business English translation.

2.1 The Connotation of Functional Equivalence

The theory of functional equivalence was proposed by famous American translation theorist Nida who is very famous in the field of Chinese translation and linguistics. During his academic career, he studied linguistics, semantics, anthropology, and communication engineering. From 1945 to 1997, he published more than 20 papers on linguistics and translation theory. His ideas on translation were too influenced by the Bible, and at the same time, he is well known in the field of Western translation theory. Nida's translation theory was inspired by a personal dislike for an emphasis on technical accuracy, an adherence to form and a literal rendering of meaning which was welcomed as a classical revival in 19th century (Edwin, 2004, p. 45).

Nida proposed the theory of functional equivalence in his book *The Theory and Practice of Translation*, Nida says translating consists in reproducing in the receptor language the closest natural equivalent of

the source language message, first in terms of meaning and secondly in terms of style. Nida once defined functional equivalence in his *The Theory And Practice of Translation*: functional equivalence is defined in terms of the degree to which the receptors of the message in the receptor language respond to it in substantially the same manner as the receptors in the source language. It's clear that the core of this definition is the receptor's response theory. This is because when studying different translation versions of Bible, Nida found that some versions overemphasize the form so that the meaning is abstruse and hard to understand, impairing the mission of preaching.

Functional equivalence contains four equivalence: lexical equivalence, syntactic equivalence, textual equivalence and stylistic equivalence. Actually, Nida once put forward formal equivalence and dynamic equivalence. But he renamed dynamic equivalence as functional equivalence. He gives more priority to functional equivalence rather than formal equivalence, because he thinks formal equivalence is rare in translation. Translators should focus on the spirit and meaning of the original text rather than the correspondence of form. That's what he calls content comes first and form comes second.

Besides, Nida divides his functional equivalence into maximal equivalence and minimal equivalence. The former means readers of target language should perceive and understand the original text in the same way as the readers of source language. The latter means targeted readers via the translation text can understand how original readers perceive their original text. Nida regards any translation lower than the standard of minimal equivalence as unacceptable. This kind of equivalence is the most basic requirement of translation; the highest level of functional equivalence is that the understanding and appreciation of the translated text by the readers of the translation and the understanding and appreciation of the original text by the readers of the original text are basically the same, which is the ideal state of translation (Yu & Wang, 2003, p. 54).

2.2 *The Development of Functional Equivalence*

Nida first proposed the theory of "dynamic reciprocity" and then further developed it by emphasizing two aspects of reciprocity, namely "formal reciprocity" and "dynamic reciprocity". "Formal equivalence" emphasizes the form and content of the message itself, and believes that the translation should be close to the structure of the original; "dynamic equivalence" means "reproducing the source language in the receptive language with the closest natural equivalent, from semantic to stylistic" (Nida & Taber, 1969, p. 52).

Nida first used the term "functional equivalence" in his book *Bible Translating*, which was originally published in 1947 then slightly revised in 1961.1 In this book the concept he referred to by the term "functional equivalence" related to a single, relatively limited translation difficulty, namely how to render words for biblical cultural entities which do not exist, or do not have exact equivalents, in a contemporary culture. The concept of functional equivalence was based on a dichotomy in which "function" was one term and "form" the other. The form was the actual physical form of an objective entity or action in a biblical or contemporary culture. The function was the significance of that physical entity or action as it operated within the belief and value systems of the people of the biblical or

contemporary culture, as distinct from its mere name or lexical description (Nigel, 2005, p. 56).

Since absolute equivalence is impossible to achieve, in 1993, Nida divides functional equivalence into “maximum functional equivalence” and “minimum functional equivalence”. The so-called “maximum functional equivalence” means that the reader of the translation can understand the original text in the same way as the reader of the original text and further appreciate the original text; the so-called “minimum functional equivalence means that the reader of the translation can understand and appreciate the original text through the understanding of the translation” (Nida, 1993, p. 16).

2.3 Feasibility of English Translation of Business Contracts under Functional Equivalence

Business contracts emphasize actual business cooperation and have a strong legal effect. Its wording must be accurate and clear. The translation of business contracts needs to follow two basic principles, namely, the principle of accuracy and the principle of professionalism. The principle of accuracy means that business English translation should use the translated language to accurately and faithfully convey the information of the original language, so that the information obtained by the readers of the translated language and the readers of the original language is equivalent. As business contracts usually involve economic interests, the principle of accuracy is the most important principle of business contract translation. The principle of professionalism refers to the fact that in business English translation, the translator should be familiar with relevant professional knowledge and have skillful translation skills, so that the readers of the translated text can get accurate professional information. Since business contracts involve some professional knowledge, the principle of professionalism is also an important principle in business contract translation. These two important principles both emphasize the realization of information equivalence between the original language and the translated language.

The linguistic and pragmatic characteristics of commercial contracts determine that the goal of commercial contract translation is the unification and determination of the original text and the translated text in terms of content, and the realization of the reciprocity between the original text and the translated text in terms of information transmission, communicative effect and communicative purpose, which is consistent with the functional reciprocity. The readers of business English are mainly business people in various business fields, and this group pursues simplicity, efficiency and standardization, so the translator can translate according to these characteristics to achieve functional equivalence. The purpose of both functional equivalence theory and commercial contract translation is to maximize and optimize information transmission, so functional equivalence has a certain guiding role for business English translation (Yang, 2012, p. 5).

“Nida’s theory emphasizes functional equivalence as well as reader response” and its starting point is to serve the ultimate purpose of translation. which is so-called receptor response. And business English is a communicative language, the main function of which is to convey information and interpersonal communication methods, so Nida’s functional equivalence theory is certainly suitable for its translation. Take advertising as an example.

①: A party may suspend the performance of his obligation if, after the conclusion of the contract, it becomes apparent that the other party will not perform a substantial part of his obligations as a result of: (a) a serious deficiency in his ability to perform or in his creditworthiness; or (b) his conduct in preparing to perform or in performing the contract.

如果订立合同后另一方当事人由于下列原因显然将不履行其大部分重要义务,一方当事人可以中止履行其义务: (a)他严重缺乏履行义务的能力或信用; (b)他在准备履行合同或正在履行合同中的行为。

the purpose of advertising is to attract the attention of the target audience and stimulate his desire to consume. Therefore, the reader's reaction, i.e., the consumer's reaction, can be evaluated relatively easily by the way whether he is attracted by the advertisement or not. In the long run, the reader's reaction can also be evaluated by the sales volume of the product. More importantly, Nida's functional equivalence emphasizes the dynamic equivalence of the message instead of the static and formal equivalence which concerns the problem of content and style. That is to say, complete consistency of information is not possible. In order to achieve the most equivalent version to the source text, it is necessary to make some changes. In business English translation, small changes are often required.

Based on the above considerations, the authors believe that it is highly feasible to apply Nida's functional equivalence theory in the translation of business texts.

3. The Linguistic Characteristics of Business Contracts

According to Shippey's definition of the business contracts. "A commercial contract, in simplest terms, is merely an agreement made by two or more parties for the purpose of transacting business" (Shippey, 2000, p. 7). Article 2 of the Contract Law of the People's Republic of China (1999) stipulates that "a contract is an agreement between natural persons, legal persons and other organizations with equal subjects to establish, modify and terminate the relationship of civil rights and obligations". A commercial contract refers to an agreement formally signed in accordance with the law, notarized, and must be complied with by all parties in order to clarify their respective rights and obligations when carrying out certain commercial cooperation. Business contract owners include: sales or purchase contracts, technology transfer contracts, compensation trade contracts, negotiation contracts, Sino-foreign joint venture contracts, engineering contracting contracts, futures trading contracts, agency agreements and processing contracts, etc. (Shu, 2010, p. 149).

3.1 The Lexical Features of Business Contracts

Words are the elements of communication. In terms of vocabulary and style, the language of English contracts is remarkably different from daily English. The lexicon of English contracts is characterized by clarity, legality, accuracy and formality. The subsequent module attempts to explore English contracts from the aspects 'of formal words, archaic words, loan words, technical terms and abbreviation (Quirk, Greenbaum, Leech, & Svartvik, 1985). Word serves as the most basic component of phrase, sentence and text, so translation of functional equivalence always begins at the lexical level.

In the other words, word equivalence is the basic functional equivalence.

3.1.1 Formal Word

English contracts belong to the legal style, that is, “solemn style”, which is the most standardized one among all kinds of English styles. In business English contracts, people generally avoid the use of flexible “small words”, but use some very formal, dignified written language, the use of these words reflects the solemnity, mystery and nobility of business English contracts. English contracts, like other branches of legal English, naturally are tempted towards formal verbalism, thus you can borrow a sense of formality from other place to contract texts (Xian, 2009, p. 23).

The type of business English writing should change to different styles in different contexts. Take business letter as an example, it belongs to the written type and more formal standard. But nowadays, vivid colloquialisms have been widely used in business letters, using “expiry” instead of “end” and “certification instead of “proof”. These are words that are used in special areas. Like all other varieties, commercial contracts have developed its own specific vocabulary group. It is often used in the terms of commercial contracts. These words are used in a special way to help point out the text about the commercial contract, which shows the formality and sanctity of the commercial contract.

Table 1 shows the formal words often used in English contracts compared to their spoken counterparts.

Table 1. The Comparison of Formal Words in English Business Contracts with Their Counterparts in Spoken English

| Informal words | Formal words |
|----------------|--------------------|
| End | Terminate |
| Change | Modify |
| Buy | Purchase |
| before | Prior |
| Before | In the near future |

②: At the request of Party B, Party A agrees to send technicians to assist Party B to install the equipment.

应乙方要求, 甲方同意派遣技术人显得郑重、严肃, 表现出法律的威严。

3.1.2 Archaic Words

First of all, archaic words are the most prominent feature of English business contracts. The so-called archaic words refer to Old English and Middle English, which were once frequently used but are less frequently used in modern spoken and written English. Nowadays, archaic words are commonly used in legal English and business contract English, which can effectively reflect the solemnity of the text and the simplicity and accuracy of the language. In order to pretext a professional monopoly, you can lock the trade secrets in the safe of an unknown tongue. While the legalese is the way of meeting the

need (Zhang, 2003).

As a legal document, a business contract is also based on the use of some legal terminology vocabulary. Such as defendant, pleadings, submissions. The Old English phrase “*here/there/where + preposition*” often forms the idiom of the document in English. Such as here in after, hereupon, herein, hereto, here hereto, hereon, hereunder, whereas, wherein, whereof, whereupon. Therefore, it is necessary to ensure that the type of writing of such business documents is functionally identical to the Chinese business style.

Table 2 shows the Archaic Words and modern words often used in English contracts.

Table 2. Old and Modern Words in English Business Contracts

| Archaic Words | Modern words |
|---------------|-------------------------------|
| Hereof | Of this |
| Thereafter | After that |
| Whereby | by means of |
| Thereunder | Under that part of a contract |

③: This Agreement is made and concluded on _(date)_ _(year), by and between ___ ._(hereinafter called Party A) on the one hand and ___ ._(hereinafter called Party B) on the other hand.

本协议书于__年__月__日由___(以下简称甲方)为一方,与___(以下简称乙方)为另一方

3.1.3 Technical Terms

Another distinguishing feature of business contracts is the use of technical terms. The function of these technical terms is partly to denote things or processes that have no name in ordinary life. In part, they are intended to increase precision and avoid ambiguity or confusion for the reader. In English contracts, legal terms and “jargon” often appear. If the translator does not have a certain level of legal expertise and a background in English and American law, it is difficult to understand the meaning of the words and achieve accurate translation.

In general, technical terms in commercial contracts can be divided into three categories: legal terms, commercial terms, and common words for special purposes. Such as Incorporate, Parent company, Registered Office, Going concern, acceptance. Because the language of business contracts belongs to the legal language, business contracts use a large number of legal terms, reflecting the distinctive features of legal style, such as strong written language, high degree of formalization, fixed vocabulary expression, etc. In the formal English business contract, the drafters often use “onvene” to mean “hold” instead of “hold or assemble”; use “dispatch” means “distribute” instead of “spread out or hand out”.

④: Initial Deposit: ‘Deposit shall be in the amount of \$20,000.00

(1) Buyer shall deliver deposit directly to Escrow Holder by personal check electronic funds transfer, other ___ within 3 business days after Acceptance \

初始定金：’ 定金的数额为 20,000.00 美元

(1) 买方应在接受后的 3 个工作日内, 通过个人支票、电子资金转账、其他... 方式将保证金直接交付给托管人。

Table 3 shows technical terms the often used in English contracts.

Table 3. Common Technical Terms in English Business Contracts

| technical terms | |
|----------------------|--------|
| damages | 赔偿金 |
| Tort | 侵权 |
| Specific performance | 实际履行 |
| Unilateral contract | 单方合同 |
| in witness whereof | 兹特立约为据 |
| claim | 索赔 |
| in the presence of | 见证 |

3.2 The Syntactic Features of Business Contracts

Word equivalence is the foundation in business contract translation. But it is not enough to make equivalence at the word level, and it is essential for the translator to realize the equivalence of business contracts from the syntactic level. Applying the theory of functional equivalence to phrase translation, we should ensure fixed text translation, and make the adjustments of translation sentence structures on the basis of clarifying the overall semantics of the original text to ensure that the translated language conforms to Chinese customs. At the same time, English translation should meet the requirements of legal document format, and for some common translation terms, they appear frequently at the beginning or the end of the contract. When translating the phrases of fixed usage, it is not necessary to translate word by word, but only according to the contract preparation habits.

1) The Connotation of Syntax

Syntax is the study of the components of a sentence and the order in which they are arranged. The object of syntactic study is the sentence. A part of grammar that deals with the relationship of epithets, modifiers and other words according to the fixed usage of the language under study. The way a sentence is structured; the arrangement of word forms that indicate their interrelationship in a sentence.

2) Conditional Sentence

An international commercial contract is a written document concluded by the two parties to a contract that agrees on the relationship of rights and obligations between each other. This is mainly for the parties the rights enjoyed and the obligations to be performed, but the exercise of such rights and the performance of obligations. There are often certain conditions attached. Hence the business contracts There are a large number of conditional sentences in business contracts, such as usually by if, should,

unless, provided that, in the event of, in the event that and in case of that and so on.

⑤ If this contract cannot be continued due to national construction, force majeure and other factors, this contract will be unconditionally terminated and Party B will not be compensated for economic losses.

如因国家建设,不可抗力等因素致使本合同不能继续履行,本合同无条件终止,乙方的经济损失甲方不予补偿。

3) Declarative Sentences

Since a contract is a legally binding formal document, it is designed to clearly state and stipulate the rights and obligations of the contracting parties, not to raise questions or negotiate, and it has the characteristics of relevance, clarity and legal wording. Therefore, the sentence pattern used in English contracts is limited. Contract terms are more often declarative. The tone of English is divided into three kinds: declarative (indicative), imperative (imperative) and virtual (subjunctive). Since the contract is used to elaborate, explain, interpret the provisions, etc., declarative sentences are used very frequently, while imperative sentences (expressing demands and orders) and virtual (expressing assumptions contrary to facts) are used less frequently.

⑥ The Chinese company will not be held responsible or liable for any consequences if personnel are barred from entering the project country or are unable to obtain a residence permit and work due to ambiguous definitions on the part of the employer.

如果由于雇主方面的模糊定义而导致人员被禁止进入项目所在国或无法获得居留证和工作,中国公司不承担任何责任和后果。

The use of this virtual voice indicates a full reflection of the rigorous nature of business English contracts.

4) Passive Voice

The passive voice is widely used in English, especially in business contract, which emphasizes the passive person and expresses objectivity. In Chinese, most of the expressions are in the active voice, so it is important to pay attention to the difference between English and Chinese language expressions. When translating English contracts into Chinese, the translator can convert the emitter of the action into the subject of Chinese or convert the subject into the object. In business contracts, commercial letters, and legal documents, the passive voice is often used in order to emphasize objective facts and to reduce the influence of personal feelings or wishes.

⑦ The authorized representative of the Chinese company and the employer shall discuss and determine the daily work schedule at the work site.

中国公司的授权代表和雇主应在工作现场讨论并确定每日的工作时间表。

3.3 The Discourse Features of Business Contracts

Discourse refers to the actual unit of language used, the linguistic whole made up of a series of consecutive segments or sentences in the process of communication.

As a special text, the business contract can be classified as a legal text. It is well known that the content

of the contract is characterized by the linearity of the terms. According to Sarcevic, “legal text is a communicative text that occurs at a specific time and place and is intended to serve a specific function” (Sarcevic, 1997). As a type of legal text, a business contract text also necessarily performs a specific function. Rice distinguishes two different forms of classification in the theory of text types: “one is texttypen, which classifies subjects according to their communicative function; the other is discourse genre or variant (textsorten), which is classified according to linguistic features or conventions” (Reiss, 1989).

The structure of the English and Chinese business contracts is basically the same, and both have highly programmatic features. The overall structure of business contracts is usually in the form of sub-clauses, with the same clauses in a uniform sentence pattern and a parallel structure. “This consistency is not only for the sake of formal neatness and programmatic requirements, but also for the main reason of meaning, so that the reader has the impression that the content expressed by the same clause is equivalent in terms of legal effect” (Liu, 1998, p. 438).

3.4 The Stylistic Features of Commercial Contracts

The study of genre and style is called stylistics. Stylistics is to analyse texts by using linguistic theories. According to the different objects of study, stylistics can be divided into general stylistics, which includes business, law, technology, journalism, and sports criticism, and literary stylistics (Hu, 2015, p. 38). Textual level is the highest level of a passage, so textual translation is more difficult than lexical and syntactic translation. A translation can be good only when the translator understands the whole original text and the translation achieves equivalence at the textual level.

Business contracts have legal effect. Since it is going to clearly define the transaction Rights and obligations of all parties. Its words must be formal. Generally speaking, English business contracts are characterized by formal and professional language, rigorous and meticulous logic, and objective and fair presentation. Clarifying the stylistic features of English business contracts is essential for translation

The contractual English discourse is characterized by seven levels of discourse: complete, concise, specific, correct, clear, polite and considerate. In the process of using contract English, you should strive for completeness of content. The language should be as clear and concise as possible while ensuring the integrity of the content. At the same time, the language should be specific and clear, avoiding vagueness and abstraction. Considerateness and politeness should not be neglected either.

4. The Translation Strategies of Commercial Contracts

There was a lively discussion about free translation and literary translation. Literal translation and free translation are two basic translating skills. Each translation technique or strategy has its own advantages and disadvantages. Proper use of the two approaches can make translated works better. It cannot say literal translation or free translation, which is better. It depends on what kind of translation situations, translation purposes and genres. The literal translation is also called direct translation. When

translators use the literal translation, they do not alter the original words or sentences, and keep the sentiments and style of the original texts. Free translation is an alternative approach generally used to convey the meaning and spirit of the original without trying to copy its sentence patterns or figures of speech. In practical situations, the translation should be as close as possible to the original text. As for the translation of English commercial contracts, in the author's view, when the meaning of literal translation is clear, literal translation is the best choice.

4.1 Literal Translation

Literal translation, in fact, is to flourish word by word, on the basis of conveying the consciousness of the original text, it is also necessary to ensure that the expression form and syntactic structure remain unchanged, and its ideal goal is to achieve both god and form. In the daily English translation process, one of the more common translation methods is this method, because English and Chinese are more similar in vocabulary and sentence patterns, and the literal translation can be more accepted and the understanding will become easier, so that people can directly clarify and understand the meaning of the sentence (Luo, 2016, pp. 227-228). When translating business contracts, it is not only necessary to not only the equivalence in terms of vocabulary meaning, but also the equivalence in terms of semantics, and the translated text should not only convey the formal surface meaning, but also reflect the deep cultural background. The translation should not only convey the formal surface meaning, but also reflect the deep cultural background connotation (Zhang, 2014, pp. 179-263).

⑧: according to the contracts, the liquidated damages, compensation, storage and maintenance costs and various economic losses that should be reimbursed shall be paid within ten days with the settlement method stipulated by the bank, otherwise they shall be treated as late payment. However, no party shall withhold the goods or deduct the payment to offset by itself.

按合同规定应该偿付的违约金、赔偿金、保管保养费用和各種经济损失,应当明确责任十天内,按银行规定的结算方法付清,否则按逾期付款处理。但任何一方不得自行扣发货物或扣货款来冲抵。

The translation is basically equivalent to the original, preserving the form and style of the original while taking care of the language habits of the target language, making the translation more faithful to the original, with crisp, clear and unambiguous expressions, which are very much in line with the linguistic characteristics of business contracts.

4.2 Omission

Omission is a translation method corresponding to the translation method, that is, to delete words that do not conform to the thinking habits, language habits and expression methods of the target language, so as to avoid the burden of translation.

According to Nord's function-plus-loyalty theory, it is important to be faithful to the information content of the source text while making the translation fluent and smooth. According to Nord, "comparing it with the intended cultural function of the target text, identifying or excluding those components of the original text that are not useful, and thus processing them in the translation process"

(Nord, 2001).

⑨ Buyer's acceptance of the condition of any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 14B.

买方按照本协议本条和 14B 条所述条件来接受房产现状和其他影响房产的事项。

In example 5, the phrase “a contingency” is not translated in that the meaning of the phrase is indicated in the context, and it will not be so smooth in the target language if literally translated.

4.3 Amplification

In Nida's functional equivalence theory, the most important thing to be considered is the receptors' response. By paying special attention to the average receptor's comprehension of the translated message, the translator should particularly avoid the “stylistically awkward, structurally burdensome, linguistically unnatural, and semantically misleading or incomprehensible” formal features in his/her version (Nida, 2004, p. 163). In carrying out English commercial contract translation, the author sometimes increases the length of the translated sentence to reduce the difficulty of understanding. Hereafter is an example from the Agreement (Ying, 2015, p. 23). For example, when translating the proper nouns and technical terms of the business contracts, the situation that the content of the article is obscure and difficult to understand may occur. Therefore, when facing this situation, we can appropriately adopt the method of amplification translation to speculate on the content of the article, so as to understand the meaning of the words, and increase our own vocabulary while ensuring the translation effect.

⑩ Within 7 or ___ Days After Acceptance, Buyer shall deliver to Seller a letter from lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any new loan specified in 3C above.

买方应在收房后 7(或___)天内将来自其债权人或贷款代理人的信函交予卖方, 该信函说明债权人或贷款代理人经过审核买方书面申请和信用报告, 已预先认可其有资格或预先准予其根据上述 3C 条款进行任何新的贷款。

In this example, in order to better express the meaning of the source text, the author adds “该信函” into the target text. In the source text, there is an object clause, to which an equivalent expression cannot be found in target language. As a result, the author added a subject to make the sentence understandable.

5. Conclusion

The translation of business contracts in China has benefited from Naida's theory of functional equivalence and the theory of purpose of translation, but with the continuous progress of the times, the means of realizing economic activities have been enriched, so the functional equivalence, the theory of purpose and the corresponding translation strategies discussed above are always relative and cannot be absolute. Translation activities are closely related to economy, society and culture. therefore, people's understanding and application of translation means will continue to be new, and their theories will also be deepened. The theory of functional equivalence is an established theory in the translation industry.

Combining the theory of functional equivalence with business English translation can provide effective guidance for practice, improve the accuracy and standardization of translations, ensure that the contract plays a role as a basis in the activity, and avoid translation. It can improve the accuracy and standardization of the translation, ensure that the contract plays the role of a basis in the activity, and avoid disputes and economic risks caused by improper translation. The linguistic characteristics of business English require a high degree of accuracy in translation, so the translator must first have solid linguistic skills and understand the linguistic structure and stylistic characteristics of business English, in addition, the translator must have certain professional knowledge and background knowledge.

The paper focuses on the connotation of functional equivalence theory and its development. It analyzes the linguistic features of business contracts in terms of vocabulary, syntax, and chapter. It has introduced the translation strategies of business contracts with case studies. In the process of translating business English, the translator must carefully analyze and accurately grasp the linguistic meaning and professional connotation of the original words and phrases, and use the corresponding professional vocabulary, phrases, chapter types and expressions to accurately reproduce the information of the original text in the translation. This paper makes a relevant contribution to solving the problem of vacancy in the theoretical basis of business English translation, which is conducive to the further development of business English translation.

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