

## II. 権利 (契約当事者に認められる行為・利益に関わる表現)

### 1. 権利 (契約当事者に認められる行為・利益)

- ① 「当事者」を示す名詞 + 「同意・保証」を示す動詞 (represent, agree, undertake, promise, covenant, warrant, guarantee 等) + 「権利の内容」を示す that 節 (節の中で助動詞 may などを用いる)

\*この表現は「表明・保証」の条項に用いられる。

By placing a bid on a vehicle, the bidder represents and warrants that it has the authority to close the transaction.

「車輛を発注した注文者は、かかる注文の取引を完了する権限を有することを表明、保証する」

- ② 「当事者」を示す名詞 + may + 「権利の内容」を示す動詞

Buyer's agent (by written agreement): A buyer may enter into a written contract with a real estate agent.

「買主の代理人 (書面の合意による) : 買主は不動産代理人と書面による契約を締結することができる」

- ③ 「当事者」を示す名詞 + shall have + 「権利・権限」を示す名詞 (right, power, authority) to + 「権利の内容」を示す動詞

The contractor shall have the right to perform all work similar to the work referred to in paragraph 1 hereunder for other clients.

「請負業者は、本条第 1 項に記載された工事と同様ないかなる工事についても他の依頼人のためにこれを履行する権利を有するものとする」

- ④ 「当事者」を示す名詞 + (shall) be entitled to + 「権利の内容」を示す動詞

The seller shall be entitled to recover any goods to which the retention of title is still in force if the buyer fails to pay.

「売主は、買主が支払を怠った場合、その時点でまだ売主が所有権を有効に留保している商品を回収する権利を有する」

### 2. 選択権 (契約当事者の有する権利の選択肢)

- ① 「当事者」を示す名詞 + shall have the option to + 「権利の内容」を示す動詞

Upon expiration of this lease, lessee shall have the option to purchase the property for the price of \$500,000.

「賃借人は、本賃貸借契約の満了時に本物件を 50 万ドルの価格で購入する選択権を有する」

テキストの内容を理解したら添削課題に取り組んでください。  
全6回分の課題が1冊のテキストに掲載され、課題の量は回を重ねるごとに増えていきます。

## 課題 B-1

### 1. 以下の英文条項を和訳してください。

(1) BINDING AGREEMENT: By accepting initial delivery of the merchandise which is the subject of ABC's invoice, the purchaser agrees to the following terms and conditions, which supersede all prior communication between the parties. Any terms or conditions of sale not addressed herein shall be binding on ABC only to the extent such terms or conditions appear on the front of the purchase order for such merchandise and are consistent with the following:

(2) PAYMENT TERMS: Net 30 DAYS. Invoices are payable in full and payment must be postmarked within 30 days from the invoice date. Payments postmarked after 30 but within 60 days from the invoice date must include as a late payment surcharge an additional 3.75% of the original invoice amount. For payments postmarked after 60 days from the invoice date, the late payment surcharge is 7.5%. Amounts not postmarked within 90 days from the invoice date will be deemed in default, and may be referred for collection. Please remit all payments to ABC Fragrances, Inc., excluding written Extended Promotional Dating Agreements, authorized programs that extend standard terms by 30 or 60 days. Promotional payments are considered late at the expiration of Net 60 or 90 day extended terms. All terms and conditions of sale contained in this agreement also apply to Extended Promotional Dating Agreements.

(3) CLAIMS, SET-OFFS: Claims for damage, shortage or non-conforming goods must be filed with the delivering carrier within five days after receipt of merchandise, or with ABC within seven days after receipt of merchandise. On damaged goods, please keep the carton and packing material. Claims for incorrect invoice amounts or any other invoice error must be made in writing to ABC within twenty (20) days after receipt of invoice. All other claims are waived by the purchaser.

To notify ABC of a damage claim, please call Customer Assistance at (123) 456-7890. The purchaser waives any right it may have to set off or hold back amounts paid or due hereunder against any other amounts at any time paid or due to ABC or in dispute, and agrees not to make such set-off or hold-back.

### 2. 以下の和文条項を英訳してください。

#### 契約の成立

契約は、以下のいずれかの場合に成立するものとする。

1. 乙が提示する仕様書または見積書に基づき、甲が発注書を提出した時。
2. 甲が依頼した内容につき乙が提出した見積もりに対し、甲が承諾の旨を返信した時。

#### 契約内容の変更

1. 契約成立後における契約内容の変更は、甲乙間の書面による合意をもってこれを行うことができるものとする。
2. 甲が本件業務を中止しようとする時は、その旨を書面により乙に対して通知しなければならない。乙の責に帰すべき事由がない限り、甲はかかる業務の中止により乙が被った損害を補償するものとする。