

Ambiguities in Drafting and Translating Contractual Legal Terminology

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Study Summary

This study analyzes the “Ambiguities in Drafting and Translating Contractual Legal Terminology” from English into Arabic and its impact on contract drafting in both English and Arabic. The study began by examining ambiguity arising from certain legal terminologies similar to the terminology "Law", such as: Legislation, Statute, Enactment, Constitution, Code, and By-Laws. Furthermore, the study discussed legal terminologies similar to "Contract", such as : Letter of Intent, Memorandum of Understanding, Accord, Unfair Contract, Bargain, Convention, Treaty, Charter, Void Contract, Voidable Contract, Most-Favored-Nation Clause, Contractual Obligation, Conveyance Contract, Wager Contract, Collateral Contract/Subcontract, Severable Contract, and Addendum to a Contract with its various types. Subsequently, the study discussed "Ambiguity in Contract Drafting Resulting from Similar Legal Terms", such as: Trade, Lease, Amendment, Amount, Bankruptcy, Insolvency, Poor, Liable, Liquidation, and Obligation. All legal terms subject to the study were examined through their definition, etymological origin, examples of their drafting in English and Arabic, and the distinctions between each legal term. The study adopted the descriptive-analytical methodology. The Main Results of Study: such as: Terminology of Law is a broad normative system encompassing constitution, legislation, statutes, regulations, and judicial principles; whereas terms like act, statute, code, and enactment represent specific forms or sources within that system. Terminology of Insolvency is a financial condition where liabilities exceed assets. Bankruptcy is the legal process to resolve insolvency, involving courts, asset distribution, and formal relief. Not all insolvent parties enter bankruptcy; bankruptcy is a remedy. The Main Recommendations of Study: Drafters and Translators must distinguish between constitutional law, statutory law, delegated legislation, and internal bylaws, selecting Arabic equivalents that reflect source, authority, and rank within the legal system. Contracts should explicitly define whether a clause refers to an amendment, modification, alteration, change order, or addendum, including scope, procedure, and approval requirements, to avoid ambiguity in enforcement or interpretation.

Key words: Ambiguity- Terminology- Law- Contract.

ملخص الدراسة

الغموض في صياغة وترجمة المصطلحات القانونية التعاقدية

تناولت هذه الدراسة بالتحليل “الغموض في صياغة وترجمة المصطلحات القانونية التعاقدية” من الانجليزية إلى العربية وأثره على صياغة العقود بالإنجليزية والعربية. أستهلت الدراسة باستعراض الغموض الناتج عن بعض المصطلحات القانونية المشابهة لمصطلح "القانون" مثل المصطلحات القانونية الآتية: التشريع ، واللائحة ، والتشريع البرلماني، والدستور ، والتقنين، واللوائح الداخلية للشركة. ثم انتقلت الدراسة إلى المصطلحات القانونية المشابهة لمصطلح "العقد": مثل : خطاب النوايا ، ومذكرة التفاهم،

والاتفاق والعقد التعسفي، والمساومة، والاتفاقية، والمعاهدة، والميثاق، والعقد الباطل، والعقد القابل للإبطال، وشرط الدولة الاولى بالرعاية، والالتزام التعاقدية، وعقد نقل الملكية، وعقد الرهان أو المغامرة، والعقد التبعية (الفرعي)، والعقد القابل للتجزئة، وملحق العقد وأنواعه المختلفة. ثم ناقشت الدراسة "الغموض في صياغة العقود الناتج عن المصطلحات القانونية المشابهة" مثل: المصطلحات القانونية الآتية: تجارة، وإيجار، وتعديل، ومبلغ، والإفلاس، والإعسار، والفقر، ومسؤول، وتصفية والتزام. وقد ناقشت الدراسة جميع المصطلحات القانونية موضوع الدراسة من خلال تعريفها وأصلها، الاشتقاق، وأمثلة لصياغتها بالانجليزية وبالعربية والفرق بين كل مصطلح قانوني. اتبعت الدراسة المنهج الوصفي التحليلي. وخلصت الدراسة إلى أهم النتائج مثل: مصطلح "القانون" هو نظام معياري واسع يشمل الدستور، والتشريع، والقوانين، واللوائح، والمبادئ القضائية؛ في حين أن مصطلحات مثل قانون، ونظام، ومدونة، وسن التشريع تمثل أشكالاً أو مصادر محددة ضمن هذا النظام. ومصطلح "الإعسار" هو حالة مالية تكون فيها الالتزامات أكبر من الأصول. أما "الإفلاس" فهو الإجراء القانوني لحل حالة الإعسار، ويشمل المحاكم وتوزيع الأصول والإعفاء الرسمي من الديون. وليس كل مُعسر يدخل في إجراءات الإفلاس؛ فالإفلاس يعتبر وسيلة معالجة. التوصيات الرئيسية للدراسة: يتعين على واضعي التشريعات والمترجمين القانونيين التمييز بين القانون الدستوري، والقانون النظامي، والتشريع المُفوض، واللوائح الداخلية، مع اختيار المقابل العربي المناسب الذي يعكس مصدر القاعدة وسلطتها ومرتبها ضمن التدرج الهرمي للمنظومة القانونية. ويجب أن تحدد العقود صراحةً ما إذا كان البند يشير إلى تعديل أو تغيير أو تحويل أو أمر تغيير أو ملحق، مع بيان النطاق والإجراءات ومتطلبات الاعتماد، وذلك تفادياً لأي غموض في التنفيذ أو التفسير.

الكلمات المفتاحية: غموض مصطلح. قانون. عقد.

Introduction:

Law constitutes a system of rules governing social and contractual relations, articulated through specialized language that demands precision, clarity, and conciseness. However, legal terminology is often marked by ambiguity and synonymy, giving rise to interpretative challenges distinct from those in ordinary language. These challenges are particularly significant in contract drafting, which requires not only subject-matter expertise but also mastery of legal terminology and concepts.

Ambiguity in legal translation—especially in the context of English–Arabic contracts—may lead to serious consequences, including disputes, misinterpretation, and financial loss. Accordingly, this study examines the sources and effects of such ambiguity on contractual relationships and proposes recommendations to enhance clarity and effectiveness in legal drafting. Emphasis is placed on the necessity of clear and precise contractual language, as any deficiency in wording may be construed against the parties, as well as on the importance of specifying appropriate mechanisms for dispute resolution.

This study is of particular significance due to the growing need to unify legal concepts and avoid ambiguities arising from the multiplicity of meanings of terms or the variance in their usage from one jurisdiction to another. Accordingly, this study serves as an essential tool for anyone seeking to understand legal language with precision. Furthermore, it constitutes an auxiliary reference for preparing legal research and studies, as well as for the drafting of contracts and legislation.

The Importance of the Study:

1. Let the contracting parties aware of the binding clauses included in the contract in accordance with the laws and regulations adopted in the country.
2. Well drafting can resolve any of the clauses included in the contract leads to the violating party to legal procedures
3. The contracts well drafted protect the rights and interests of the contracting parties.

4. Failure to use the legal terminology correctly may lead to a misunderstanding of the contract if the dispute regarding the contract is to be filed to court.

The Tasks of the Study:

The foremost purpose of this study is to shed light on the following:

1. To analyze the choice and usage of the legal terminology means in contract;
2. To understand how errors of using legal terminology of drafting affect the drafting of contracts in English .
3. Drafting contracts legally through specialized drafters protects the parties and reduces the risks of potential legal consequences.
4. To avoid any future problems, it is highly recommended to cooperate with specialized drafters when drafting and implementing any type of contract.

Problem of Study:

More specifically, this study seeks to address the following research questions:

1. What is the concept of the legal terminology relating to drafting contract?
2. What are the related or synonymous legal terminologies of Ambiguity?

Methodology of the Study:

The Study followed the Descriptive Analytical Method.

Structure of the Study:

Chapter One: Ambiguity Caused by Legal Terminology Similar to "Law" and "Contract."

Chapter Two: Ambiguity in Contract Drafting Caused by Similar Legal Terminologies.

Chapter One

Ambiguity Caused by Legal Terminology Similar to "Law" and "Contract"

1. Law

1.1 Definition of Law

Law is defined as a system of regulations governing the conduct of individuals in a community or nation, driven by the need for regularity, consistency, and justice based on collective human experience. Laws replaced customs governed by local rulers as soon as humans learned to write. (4352)

In old English jurisprudence, "law" signified an oath or the privilege of being sworn. The term also distinguishes legal questions (decided by courts) from factual questions. (4353)

1.2 Act

1.2.1 Definition of Act.

An act is a specific piece of legislation that has been passed by the legislature (like the Parliament) and has become law. Acts are detailed and cover specific areas or issues, such as education, health, or the environment. In simple terms, an act is like a special rule about a specific topic, made after a lot of discussion and agreement. That specific topic or issue can be related to any area, like education, health, or safety. (4354)

1.2.2 Ambiguity between Law and Act:

The terms Act and Law are often used interchangeably since they are so similar. The main difference is that an Act is passed by the legislative branch, but a Law is a set of rules and regulations enforced by the government. The major distinction between an Act and a Law is that an Act is a bill passed by

(4352) Gerald N. Hill; Kathleen Thompson Hill, The People's Law Dictionary, Op.cit., p.242

(4353) Henry Campbell Black, Black Law Dictionary, Op. cit., p.1028.

Henry Campbell Black, Black Law Dictionary, p.1028.

(4354) Law Prep Tutorial, Difference Between Act and Law (Full Comparison), available at: <https://www.lawpreptutorial.com/blog/difference-between-act-and-law/>, visited on 28/1/2026, at 4:51 p.m.

parliament, whereas a Law is a set of rules and regulations enforced by a government. Acts can amend current acts or create new ones for the benefit of society, whereas laws are created to protect citizens' rights and equality.⁽⁴³⁵⁵⁾

1.3 Legal:

1.3.1 Definition of Legal:

The term "legal" refers to something conforming to law, permitted or required by law, and not forbidden. It encompasses matters "of or pertaining to law" and actions "established or permitted by law".⁽⁴³⁵⁶⁾

Legal" signifies compliance with legal standards, rendering actions "good and effectual in law."⁽⁴³⁵⁷⁾

1.3.2 Ambiguity between law and Regulation:

A "law" is a legal act enacted by a government. This includes local, state, and federal authorities. Some words for particular kinds of laws can include "ordinances," "statutes," and "codes," and "acts". A "regulation" is a specific set of standards developed by a regulating authority. When that authority is a government, then its regulations are themselves laws. These types of regulations generally are specific standards for applying more general laws.⁽⁴³⁵⁸⁾

1.3.3 Ambiguity between law and Legal:

While the terms "law" and "legal" are closely intertwined, they carry distinct meanings and serve different roles within the legal framework. "Law" refers to the comprehensive system of rules and regulations that govern a society, while "legal" serves as an adjective qualifying things associated with or conforming to the law. Understanding this distinction enhances clarity when discussing matters related to the legal system, fostering a more precise and informed dialogue.⁽⁴³⁵⁹⁾

1.4 Legislation

1.4.1 Definition of Legislation

Legislation encompasses laws, regulations, or legal instruments enacted by parliament or delegated authorities, covering both the process of lawmaking and the body of enacted laws.⁽⁴³⁶⁰⁾

It refers to the formal procedure of creating written laws and the resultant laws themselves, including statutes and municipal ordinances.⁽⁴³⁶¹⁾

Legislation can be national or state-based, shaping legal frameworks and future rules.⁽⁴³⁶²⁾

1.4.2 Ambiguity between Law and Legislation:

1.4.2.1 Law: The broader body of rules, principles, doctrines, and norms that govern conduct and dispute resolution in a society. Law includes statutes, judicial decisions, customary rules, administrative regulations, constitutional provisions, and sometimes international treaties.⁽⁴³⁶³⁾

1.4.2.2 Legislation:

⁽⁴³⁵⁵⁾Text Book, Difference between Act and Law - Comparative Analysis for UPSC Exams, available at:

<https://testbook.com/ias-preparation/differences-between-act-and-law>, visited on 28/1/2026, at 4:57 p.m.

⁽⁴³⁵⁶⁾Gerald N. Hill, The People's Law Dictionary, Op. cit., p.245; Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.515.

⁽⁴³⁵⁷⁾Freeman v. Fowler Packing Co., 135 Kan. 378; General Motors Acceptance Corporation v. Schwartz, 118 N.J.L. 25.

Henry Campbell Black, Black Law Dictionary, Op. cit., p.1038.

⁽⁴³⁵⁸⁾Reddit, What is the difference between law and a regulation?, available at:

https://www.reddit.com/r/explainlikeimfive/comments/hupnk4/eli5_what_is_the_difference_between_law_and_a/, visited on 28/1/2026, at 5:14 p.m.

⁽⁴³⁵⁹⁾Legal Catalog, Understanding the Difference Between "Law" and "Legal", available at:

<https://www.legalcatalog.com/articles/understanding-the-difference-between-law-and-legal/visited-on-28/1/2026>, at 1:34 p.m.

⁽⁴³⁶⁰⁾Arts Law Center of Australia, Information Sheet, Contracts: A Glossary of Jargon, p.5.

⁽⁴³⁶¹⁾Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.520; Henry Campbell Black, Black Law Dictionary, Op. cit., p.1045.

⁽⁴³⁶²⁾State ex rel. Yancey v. Hyde, 121 Ind. 20; Eastern Oil Refining Co. v. Court of Burgesses of Wallingford, 130 Conn. 606.

⁽⁴³⁶³⁾Quora, What is the difference between law and legislation?, available at

<https://www.quora.com/What-is-the-difference-between-law-and-legislation>, visited on 28/1/2026, at 5:20 p.m.

A subset of law consisting of statutory rules enacted by a legislature (parliament, congress, assembly) or other empowered legislative body.⁽⁴³⁶⁴⁾

1.5 Statute

1.5.1 Definition of Statute

A statute is a written law enacted by a legislature, declaring, commanding, or prohibiting something. It represents the formal expression of the legislative will, constituting the law of the state.⁽⁴³⁶⁵⁾

Statutes are distinct from regulations, rulings, and executive orders, and can be federal or state-based, with local laws typically termed "ordinances".⁽⁴³⁶⁶⁾

In American English, statutes are legislative acts given the force of law.⁽⁴³⁶⁷⁾

1.5.2 Ambiguity between Law and Statute

1.5.2.1 A law is a broad term that refers to any rule that is made and enforced by the government regardless of the source.

1.5.2.2 A statute is a law that is written and passed specifically by a legislative body, such as congress or state legislature. So, every statute is a law, but not every law is a statute since laws can also come from constitutions, regulations, and court rulings.⁽⁴³⁶⁸⁾

1.6 Enactment:

1.6.1 Definition of Enactment: refers to the process of making a legislative bill into law, or the act of establishing something by law.⁽⁴³⁶⁹⁾

It involves decreeing or effectuating a law, often introduced by the formula "Be it enacted".⁽⁴³⁷⁰⁾ While sometimes used to mean a statute, this usage is discouraged as it muddles a useful distinction.⁽⁴³⁷¹⁾

Enactment typically denotes the action, not the resultant law itself.

1.6.2 Ambiguity between Act and Enactment :

An act : is a law that is made by the legislature such as Parliament or State Legislative Assembly.

Enactment: comes from the verb enact, which has long been used to mean " establish as law " The enactment of a law is the process in Parliament or other law-making body by which the law is agreed upon and made official.⁽⁴³⁷²⁾

1.7 Constitution

1.7.1 Definition of Constitution

A constitution is the fundamental document establishing a nation or state's government, outlining its organization, powers, and principles.⁽⁴³⁷³⁾

It lays basic principles, organizes government, and limits departmental functions, deriving authority from the governed.⁽⁴³⁷⁴⁾

⁽⁴³⁶⁴⁾Quora, What is the difference between law and legislation?, available at

<https://www.quora.com/What-is-the-difference-between-law-and-legislation>, visited on 28/1/2026, at 5:20 p.m.

⁽⁴³⁶⁵⁾Henry Campbell Black, Black Law Dictionary, Op. cit., p.1581). Gerald N. Hill; Kathleen Thompson Hill, The People's Law Dictionary, Op. cit., p.390;

⁽⁴³⁶⁶⁾Gerald N. Hill; Kathleen Thompson Hill, The People's Law Dictionary, p.390).

⁽⁴³⁶⁷⁾Glanville Williams, The Sanctity of Life and the Criminal Law, Cambridge University Press, U.K., 2013, P. 191.

⁽⁴³⁶⁸⁾Reddit, What is the difference between a statute and a law? Available at:

https://www.reddit.com/r/explainlikeimfive/comments/1inwae1/eli5_what_is_the_difference_between_a_statute_and/, visited on 28/1/2026, at 1:50 p.m.

⁽⁴³⁶⁹⁾Henry Campbell Black, Op. cit., Black Law Dictionary, p.619.

⁽⁴³⁷⁰⁾In re Senate File, 25 Neb. 864).

⁽⁴³⁷¹⁾Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit p.313.

⁽⁴³⁷²⁾SCRBD, Act and Enactment, available at :

<https://www.scribd.com/document/574301968/1-ACT-AND-ENACTMENT>, visited on 28/1/2026, at 3:39 p.m.

⁽⁴³⁷³⁾Gerald N. Hill; Kathleen Thompson Hill, Op. cit., The People's Law Dictionary, p.261.

⁽⁴³⁷⁴⁾Fairhope Single Tax Corporation v. Melville, 193 Ala. 289. Henry Campbell Black, Black Law Dictionary, p.384;

The modern concept emerged with the American and French Revolutions, notably the 1787 US Constitution.⁽⁴³⁷⁵⁾

1.7.2 Ambiguity between Constitution and Law:

The constitution serves as the supreme framework to govern the entire legal framework, whereas the law is the detailed rule that governs day-to-day life. Major Differences Between Constitution and Law.⁽⁴³⁷⁶⁾

1.8 Code:

1.8.1 Definition of Code:

A code refers to a collection of written laws covering specific subject matter, such as civil, criminal, or administrative laws.⁽⁴³⁷⁷⁾

It can be a compilation of existing statutes, a systematic consolidation of statutory law, or a revision of the whole law. ⁽⁴³⁷⁸⁾

A code is distinct from a digest, as it is promulgated as one new law covering the whole field of jurisprudence.⁽⁴³⁷⁹⁾ Codes are subject to amendments and can have the force of law even if created by regulatory agencies. ⁽⁴³⁸⁰⁾

1.8.2 Ambiguity between Code and Law:

The terms "code" and "law" often intersect, but they have distinct meanings in the legal context:

1.8.2.1 Code: A code is a systematic collection or compilation of laws, rules, or statutes that cover a particular area of law. Codes organize laws into a structured format to facilitate their application and understanding.

1.8.2.2 Law: A law is a rule or set of rules established by an authority (such as a government or legislative body) that governs behavior and is enforceable by institutions such as courts or regulatory bodies.⁽⁴³⁸¹⁾

1.9 Bylaws:

1.9.1 Definition of Bylaws:

Bylaws are written rules governing the conduct of a corporation, association, partnership, or organization, covering aspects like meetings, elections, and officer duties. They are a contract among members, requiring formal adoption and amendment. Bylaws differ from articles of incorporation, which outline the company's basic structure.⁽⁴³⁸²⁾

They can be regulations or rules adopted for internal governance, distinct from resolutions.⁽⁴³⁸³⁾

A digest is a compilation of key information from multiple sources, arranged alphabetically for reference. ⁽⁴³⁸⁴⁾

It differs from an abridgment:

Digest: Covers multiple works, quotes/paraphrases, with its own classification.

- Abridgment: Summarizes a single work, preserves original order, focuses on consolidation. ⁽⁴³⁸⁵⁾

⁽⁴³⁷⁵⁾Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.580.

⁽⁴³⁷⁶⁾The Legal School, Differences Between Constitution and Law: Meaning, Importance & More, available at : <https://thelegalschool.in/blog/difference-between-constitution-and-law>.

⁽⁴³⁷⁷⁾Gerald N. Hill; Kathleen Thompson Hill, The People's Law Dictionary, Op. cit., p.90.

⁽⁴³⁷⁸⁾Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.165.

⁽⁴³⁷⁹⁾Henry Campbell Black, Black Law Dictionary, Op. cit., p.323.

⁽⁴³⁸⁰⁾Gerald N. Hill; Kathleen Thompson Hill, The People's Law Dictionary, Op. cit., p.90.

⁽⁴³⁸¹⁾Social Studies, What is the difference between code and law, available at: <https://brainly.com/question/31070209>, visited on 28/1/2026, at 4:25 p.m.

⁽⁴³⁸²⁾Gerald N. Hill; Kathleen Thompson Hill, The People's Law Dictionary, Op. cit., p.72.

⁽⁴³⁸³⁾Peck v. Elliott, 79 Fed. 10; Bagley v. Oil Co., 50 A. 760.

⁽⁴³⁸⁴⁾Henry Campbell Black, Op. cit., Black Law Dictionary, p.543

⁽⁴³⁸⁵⁾Henry Campbell Black, Black Law Dictionary, Op. cit., p.543.

1.9.2 Ambiguity between Laws and Bylaws:

2.9.2.1 Laws:(statutes or legislation) are formal rules established by governments that apply uniformly across the entire jurisdiction. They are enacted through legislative processes, such as parliamentary or provincial assembly debates and voting.⁽⁴³⁸⁶⁾

2.9.2.2 Bylaws: are local regulations of municipal governments to govern within their jurisdiction. This includes property use, public safety, and community standards. They derive authority from provincial legislation and apply within the boundaries of the municipality that enacted them.⁽⁴³⁸⁷⁾ The above Legal terms may cause ambiguity:

- Legislation: Can refer to the process of lawmaking or the laws themselves.
- Statute: Can be translated as "قانون" or "تشريع", but may refer to a specific law enacted by a legislature.
- Code: Can be translated as "قانون" or "مدونة", but may refer to a collection of laws governing a specific area.⁽⁴³⁸⁸⁾

1.10 A Letter of Intent

1.10.1 Definition of a Letter of Intent

A Letter of Intent is a document indicating parties' intentions without creating a legally binding contract, designed to negate contractual intent from an objective bystander's perspective." ⁽⁴³⁸⁹⁾

1.10.2 Ambiguity between Letter of Intent and Contract:

A letter of intent is intended to quickly sketch out an agreement ahead of formalizing it. It is not entirely binding and can still be negotiated, but in most states, it requires both parties to be acting in good faith.

A contract is completely negotiated with set terms. Both parties are bound by the terms of the agreement.

Depending on the wording, they may "intend" to offer a contract once you complete fellowship. Or, they may need to hold off on offering a full contract due to end of fiscal year restrictions and don't want you to entertain other offers until they can present theirs.⁽⁴³⁹⁰⁾

1.11 Memorandum

1.11.1 Definition of Memorandum

The term "Memorandum" originates from Latin, meaning "to be remembered". It was a formal word used to commence records in the King's Bench court historically. ⁽⁴³⁹¹⁾

It's an informal note or instrument that parties use to record something in writing, serving as evidence or a basis for a future formal contract or deed. ⁽⁴³⁹²⁾

A document's title (e.g., "Memorandum of Understanding" or "Letter of Intent") doesn't determine its legal effect. The parties' intent, assessed objectively, decides if it's a binding contract. ⁽⁴³⁹³⁾

⁽⁴³⁸⁶⁾BRIDEN ACADEMY, What is THE difference between a law and a by-law?, available at :

https://bridensolutions.ca/BridenAcademy/what-is-the-difference-between-a-law-and-a-by-law/?srsltid=AfmBOoqKXMC-b3xmHQ0BzBWwI0ZCcIX-OuuawePy5vG_6cew3H9IDTXc, visited on 28/1/2026, at 4: 34 p.m.

⁽⁴³⁸⁷⁾BRIDEN ACADEMY, What is THE difference between a law and a by-law?, available at :

https://bridensolutions.ca/BridenAcademy/what-is-the-difference-between-a-law-and-a-by-law/?srsltid=AfmBOoqKXMC-b3xmHQ0BzBWwI0ZCcIX-OuuawePy5vG_6cew3H9IDTXc, visited on 28/1/2026, at 4: 34 p.m.

⁽⁴³⁸⁸⁾Harith Suleiman faruq, Faruqi's Law Dictionary, Op. p. 24.

⁽⁴³⁸⁹⁾Arts Law Center of Australia, Information Sheet, Contracts: A Glossary of Jargon, Op. cit., p.5.

⁽⁴³⁹⁰⁾Reddit, Contract vs Letter of Intent, available at :

https://www.reddit.com/r/Residency/comments/1d3gi59/contract_vs_letter_of_intent/, visited on 28/1/2026, at 5:47 p.m.

⁽⁴³⁹¹⁾Henry Campbell Black, M.A., Black Law Dictionary, Op., cit , 1674, p.1135.

⁽⁴³⁹²⁾Henry Campbell Black, Black Law Dictionary, Op. cit., p.1136

⁽⁴³⁹³⁾Arts Law Center of Australia, Contracts: A Glossary of Jargon, Op. cit., p.5

"Memorandum" is singular; both "memorandums" and "memoranda" are acceptable plurals, with "memoranda" more commonly used. Beware of using the Latinate plural ("memoranda") as a singular. (4394)

A "memorandum" is a brief writing, note, or summary. In law, a "memorandum of decision" or "memorandum opinion" is a judge's brief ruling without detailed reasons, often followed by a fuller decision. (4395)

A Memorandum of Agreement (MOA) is a contract that outlines a cooperative relationship between two parties, where they willingly agree to work together towards a common project or goal, acknowledging their mutual commitment. (4396)

1.11.2 Ambiguity between Memorandum and Contract :

- A memorandum of agreement records the basic terms and mutual intentions of parties before a detailed contract is finalised, often serving as a framework for further negotiation.
- A contract is a legally binding agreement that sets out specific rights, obligations and enforceable terms agreed by the parties.
- A memorandum of agreement may not be legally binding unless it clearly states an intention to create legal relations and contains essential contractual elements.
- Choosing between a memorandum of agreement and a full contract depends on how definitive the parties want their commitments to be at a given stage in negotiations. (4397)

1.12. Accord

1.12.1 Definition of Accord

"Accord" refers to an amicable arrangement or agreement between parties, often used for settlements or treaties. (4398)

It can be a satisfaction agreed upon between parties to bar further action. "Accord and satisfaction" is a specific agreement to accept less than owed to settle a debt. (4399)

1.12.2 Ambiguity between Accord and Contract:

An accord refers to a mutual agreement between two or more parties that resolves a dispute or settles a legal matter. It is a formal contract that outlines the terms and conditions agreed upon by the parties involved. In essence, an accord is an agreement that is reached before a final resolution is made. A contract, on the other hand, is a broader term that encompasses any mutual understanding or arrangement between parties. It can be a formal or informal agreement, and it doesn't necessarily have to involve a dispute or legal matter. An agreement can be as simple as a handshake deal or a verbal understanding. (4400)

1.13 contract

1.13.1 Definition of Unilateral contract

(4394) Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.555.

(4395) Gerald N. Hill, The People's Law Dictionary, Op. cit p.268.

(4396) Juro, Contract terminology and legal jargon explained, available at:

<https://juro.com/learn/contract-terminology-legal-jargon#>

(4397) Christopher Tsiknas, Memorandum Of Agreement vs Contract: What's Different?, Law path, available at:

<https://lawpath.com.au/blog/whats-difference-memorandum-agreement-contract>, visited on 28/1/2026,, at 5:54 p.m.

(4398) Kromer v. Heim, 75 N.Y. 576, 31 Am. Rep. 491; Buob v. Feenaughty Machinery Co., 191 Wash. 477, 71 P.2d 559, 564.

Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.15.

(4399) Henry Campbell Black, Black Law Dictionary, Op. cit., p.33; Gerald N. Hill, The People's Law Dictionary, Op. cit., p.23.

(4400) DM DIEGO MARIN BLOG, The Difference Between Accord and Agreement, available at:

<https://diegomarin.net/blog/the-difference-between-accord-and-agreement/>, visited on 28/1/2028, at 5:58 p.m.

Unilateral contract: Agreement to pay for performance, if the performer chooses to act. Differs from bilateral contracts, which exchange promises. (4401)

Unilateral contracts involve one party's promise for another's performance, no mutual promises. Bilateral contracts involve mutual engagements, like sale or hire. A contract is "unilateral" when one side promises and the other side's performance serves as consideration. (4402)

Unilateral contract: Agreement to pay for performance, if the performer chooses to act. Differs from bilateral contracts, which exchange promises. (4403)

Note: Use "unilateral contract" for cases where one party's promise creates a legal obligation. (4404)

1.13.2 Definition of Unfair contract

Unfair contract terms stop one party from unfairly limiting their liability. The Unfair Contract Terms Act 1977 controls these clauses, especially when negligence causes injury or death. Looks like the link didn't work out. Try searching for "Unfair Contract Terms Act 1977".

Example: A contract clause limiting liability for injury or death due to negligence is likely unenforceable. (4405)

1.13.2 Severable contract

Severable contract: An agreement with multiple separate contracts between the same parties. Breach of one part doesn't affect the rest of the contract. (4406)

1.14 Bargain

1.14.1 Definition of Bargain

Bargain: Agreement to exchange promises or a promise for performance. Narrower than "agreement", broader than "contract" as it includes insufficient consideration or illegal transactions. (4407)

Bargain: Mutual agreement to sell/buy goods or lands, or to sell for cash/terms. Can be a contract or agreement between two parties. (4408)

1.14.2 Ambiguity between Bargain and Contract:

A contract is the broadest term, meaning an understanding between Parties. Bargain is the further Contract to exchange promises (or promise for a performance), regardless of consideration. With sufficient consideration (and other legal requirements) a contract is formed. (4409)

1.15 Agreement

1.15.1 Agreement

Agreement: Understanding or arrangement between parties, not necessarily legally binding. A contract is a type of agreement that's legally binding and enforceable in court. (4410)

(4401)Gerald N. Hill; Kathleen Thompson Hill, The People's Law Dictionary, Op. cit., p.420.

(4402)McMahan v. McMahon, 122 S.C. 336, 115 S.E. 293, 294, 26 A.L.R. 1295; Civ. Code La. art. 1765; Poth. Obl. 1, 1, 1, 2; Kling Bros. Henry Campbell Black, Black Law Dictionary, Op. cit p.1756.

(4403)Samuel Williston & W.H.E. Jaeger, A Treatise on the Law of Contracts, Mount Kisco, third edition, N.Y Baker, Voorhis, 1957, p. 26.

(4404)Gerald N. Hill, The People's Law Dictionary, Op. cit., p.420; Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.108.

(4405)Plain English Campaign: The A to Z guide to legal phrases, available at: <https://www.plainenglish.co.uk/files/legalguide.pdf>, p.79

(4406)Gerald N. Hill, The People's Law Dictionary, Op. cit., p.379.

(4407)Samuel Williston & W.H.E. Jaeger, A Treatise on the Law of Contracts, Mount Kisco, third edition, N.Y Baker, Voorhis, 1957, p. 7.Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.99.

(4408)Henry Campbell Black, Black Law Dictionary, Op. cit., p.189.

(4409)The TRCOMPANY, The Difference Agreement, Bargain, and Contract, available at: <https://thetcompany.com/en/the-difference-agreement-bargain-and-contract/>, visited on 28/1/2026, at 6:14 p.m.

(4410)Juro, Contract terminology and legal jargon explained, available at: <https://juro.com/learn/contract-terminology-legal-jargon#>

Agreement: A meeting of minds, concord of understanding, or mutual obligation between parties. Involves consent on rights, duties, and performances. (4411) "Agreement" is not synonymous with "promise" or "undertaking." It signifies a mutual contract, on consideration. (4412) wherein parties must have a distinct intention common to both, and without doubt or difference. (4413)

1.15.2 Ambiguity between Contract and Agreement

S. No.	Basis	Contract	Agreement
1	Definition	A contract is an agreement enforceable by law	An agreement is every promise or every set of promises forming consideration.
2	Enforceability	Every contract is enforceable.	Every promise is not enforceable.
3	Inter relationship	A contract includes an agreement	An agreement does not include a contract.
4	Validity	Only legal agreements are called contracts.	An agreement may be both legal and illegal.
5	Legal Obligation	Every contract contains a legal obligation.	It is not necessary for every agreement to have legal obligation.

(4414)

Stipulation: Agreement between attorneys on procedural matters like extending time, taking depositions, or admitting facts. (4415)

Stipulation: Agreement between attorneys on procedural matters, can be oral or written, often required to be filed with the court. (4416)

In International Law: The first draft or rough minutes of an instrument or transaction; the original copy of a dispatch, treaty, or other document. (4417)

1.16 Convention

Convention: Extraordinary assembly of parliament without sovereign's summons (justified in emergencies). Also an old writ for breach of covenant. (4418)

1.17 Treaty

1.17.1 Definition of Treaty

TREATY. International Law A compact made between two or more independent nations with a view to the public welfare. (4419)

1.17.2 Ambiguity between Convention and Treaty:

(4411) Bac. Abr.; 'Rocha v. Hulen, 6 Cal.App.2d 245, 44 P.2d 478, 482.

(4412) Andrews v. Pontue, 24 Wend.N.Y. 285; Wain v. Warlters, 5 East, 10;

(4413) Blake v. Mosher, 11 Cal.App.2d 532, 54 P.2d 492, 494.

Henry Campbell Black, M.A., Black Law Dictionary, Revised Fourth Edition, West Publishing Co., 1968, U.S.A., 1674, p.89.

(4414) Sudhir Kumar, Classification of Contract, available at :

<https://www.dnpgcollegemeerut.ac.in/contentpdf/2.%20Classification%20of%20contract.pdf>

(4415) 15 F.Cas. 492; Southern Colonization Co. v. Howard Cole & Co., 185 Wis. 469, 201 N.W. 817, 819. Henry Campbell Black, Black Law Dictionary, Op. cit., 1674, p. 1586.

(4416) Gerald N. Hill, The people's Law Dictionary, Op. cit., p.392.

(4417) Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p.1388.

(4418) Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.401.

(4419) Louis Wolf Co. v. United States, Cust. Pat.App., 107 F.2d 819, 827; United States v. Belmont, N.Y., 57 S.Ct. 758, 761, 301 U.S. 324, 81 L. Ed. 1134, Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.1673.

A convention is the set of rules for the parties agreeing to the convention to solve an issue that affects larger part of the world. A treaty enters in force as soon as the parties involved in the treaty signs this agreement. Since a convention affect larger part of the world, it only comes in force when a minimum number of parties agree to the convention (in technical terms ratifies the convention). Most of the times a treaty is drafted and executed by the parties involved. A convention is drafted and executed by an international body such as "United nations", international maritime organization or International labour organization. (4420)

1.18 Charter

1.18.1 Definition of Charter

An instrument emanating from the sovereign power, in the nature of a grant, either to the whole nation, or to a class or portion of the people, or to a colony or dependency, and assuring to them certain rights, liberties, or powers. Such was the "Great Charter" or "Magna Charta," and such also were the charters granted to certain of the English colonies in America. A charter differs from a constitution, in that the former is granted by the sovereign, while the latter is established by the people themselves. (4421)

1.18.2 Ambiguity between Contract and Charter:

A contract establishes a relationship between the buyer and seller and ensures that both parties understand their obligations and responsibilities. Contracts are legally enforceable and used to protect both parties' interests. On the other hand, a project charter is a high-level document created during the project's initiation. A project charter describes the purpose of the project and defines its objective. It gives a high-level overview of the scope, timelines, budget, and deliverables. It acts as a guide for the project team members and project stakeholders throughout the project. The project charter is not a legally binding document. It is typically used as an internal reference document to ensure everyone involved understands the project's goals and objectives. (4422)

1.19 Void Contract

1.19.1 Definition of Void Contract.

The word "void" means something that has **no legal effect**. A law, court decision, contract, or marriage is considered void if it is declared invalid—such as when a law is unconstitutional, a contract is cancelled, or a marriage is annulled by a court. (4423)

A **void contract** has **no legal force** and **cannot be enforced by either party**. The law treats it as if it **never existed**, such as when the contract involves something **illegal or impossible** to perform. (4424)
VOID CONTRACT. One which never had any legal existence or effect, and such contract cannot in any manner have life breathed into it. (4425)

1.19.2 Definition of Voidable Contract.

A **voidable** act or contract is **valid and legally effective unless and until it is avoided** by the party entitled to do so. It is **not void in itself**; rather, it operates to accomplish its intended purpose **until a defect is judicially determined or the entitled party elects to rescind it**. As explained in *Black's*

(4420)Rajeev Jassal, What the difference between treaty and a convention? Mysea Time, available at:

<https://www.myseatime.com/discussion/what-the-difference-between-treats-and-a-convention>, visited on 28/1/2026, at 6:36 p.m.

(4421)Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.298.

(4422)Praveen Malik, What is a Contract and How is it Different from a Project Charter? MPUG, available at :

<https://mpug.com/what-is-a-contract-and-how-is-it-different-from-a-project-charter>, visited on 28/1/2026, at 7:15 p.m.

(4423)Gerald N. Hill, The people's Law Dictionary , Op. cit., p.426.

(4424)Justine K. Collins, English Law and Terminology2, p, 21, available at:

https://www.uni-trier.de/fileadmin/fb5/FFA/KURSUNTERLAGEN/Anglo-Amerikanisches_Recht/English_Law_Terminology/SS_2019/Collins/English_Law_and_Terminology_2-_wk_1_Intro.Contract_Law.pdf

(4425)National Union Indemnity Co. v. Bruce Bros., Inc., 44 Ariz. 454, 38 P.2d 648, 652.

Law Dictionary, a voidable act “imports a valid act which may be avoided rather than an invalid act which may be confirmed.” In other words, the transaction has legal force unless and until it is set aside. Similarly, case law recognizes that a voidable transaction remains operative “until the fatal vice in the transaction has been judicially ascertained and declared”. (4426)

1.19.3 A common example includes:

• Contracts entered into by a minor

The law generally treats minors as lacking full contractual capacity. As a result, a contract made by a minor is **voidable at the minor's option**, meaning the minor may choose to disaffirm the contract at any time (subject to limited exceptions, such as contracts for necessities). (4427)

Such a contract may either be:

- **Ratified** (U.S. terminology) or **confirmed** (U.K. terminology), whether expressly or by conduct, in which case **the promise becomes fully enforceable**; or
- **Avoided** by the party entitled to do so. (4428)

1.19.4 Ambiguity between Void and Voidable Contracts

Feature	Void Contracts	Voidable Contracts
Definition	Contracts that are not legally enforceable	Contracts that are valid but can be canceled by either party
Legal Status	Null from the beginning	Valid until a party chooses to void it
Enforceability	Cannot be enforced by either party	Can be enforced unless a party chooses to void it
Examples	Illegal agreements, contracts lacking essential elements (e.g., capacity)	Contracts entered under duress, misrepresentation, or undue influence
Parties' Rights	No legal rights or obligations	A disadvantaged party has the right to affirm or reject the contract
Duration of Validity	Permanently invalid	Valid until a party decides to void it
Remedies	No remedies are available; parties return to pre-contract status	Remedies may be available if the disadvantaged party chooses to enforce the contract

(4429)

1.20 MOST FAVORED NATION CLAUSE

1.20.1 Definition of MOST FAVORED NATION CLAUSE.

A clause found in most treaties providing that the citizens or subjects of the contracting states may enjoy the privileges accorded by either party to those of the most favored nations. (4430)

(4426) Griffin v. Smith, C.C.A.Ind., 101 F.2d 348, 350, Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p.1745.

(4427) Justine K. Collins, English Law and Terminology2, p, 21, available at:

https://www.uni-trier.de/fileadmin/fb5/FFA/KURSUNTERLAGEN/Anglo-Amerikanisches_Recht/English_Law_Terminology/SS_2019/Collins/English_Law_and_Terminology_2-_wk_1_Intro.Contract_Law.pdf

(4428) Chris Goddard, Basic Principles Of Contract Drafting, available at :

<https://www.ulaplant.fi/loader.aspx?id=60a15dd5-ebc6-4d06-a730-c363a4cf4327>, p.10.

(4429) Void Vs. Voidable Contracts: Differences And Similarities, available at:

<https://www.docupilot.com/blog/void-vs-voidable-contracts>, visited on 1/2/2026, at 4:28 p.m.

(4430) Henry Campbell Black, M.A., Black Law Dictionary, Op., cit, p.1164.

Commercial lawyers borrowed the diplomatic phrase most favored nation (a status that lowers import taxes) and used it to denote a contractual clause ensuring that a given buyer or royalty owner will be treated at least as favorably as any other buyer or royalty owner.⁽⁴⁴³¹⁾

1.20 Covenant

1.20.1 Definition of Covenant:

(Law of Contracts) An agreement, convention, or promise of two or more parties, by deed in writing, signed, sealed, and delivered, by which either of the parties pledges himself to the other that something is either done or shall be done, or stipulates for the truth of certain facts.⁽⁴⁴³²⁾

1.20.2 Definition of Conveyance.

CONVEY. To pass or transmit the title to property from one to another; to transfer property or the title to property by deed or instrument under seal. Used popularly in sense of "assign," "sale," or "transfer." ⁽⁴⁴³³⁾

Conveyance includes every instrument in writing by which any estate or interest in real estate is created, aliened, mortgaged, or assigned, or by which the title to any real estate may be affected in law or equity, except last wills and testaments, leases for a term not exceeding three years, and executory contracts for the sale or purchase of lands. ⁽⁴⁴³⁴⁾

1.20.3 Ambiguity between conveyancing and contract

No.	Conveyancing	Contract
1	Conveyance does not create any right of any action but at the same time it alters the ownership of existing right .	Contract remain to be performed and its specific performance may be sought but conveyance passes on the title to property to another person.
2	Transfer of immovable property is governed by the transfer of property Act 1882.	Contracts are governed by provisions of the Indian contract Act, 1872.
3	The deed of mortgage or sale would operate as conveyance of such interest.	A mere contract to mortgage or sale would not amount to actual transfer of interest in the property .

⁽⁴⁴³⁵⁾

1.21 Wager

1.21.1 Definition of Wager

Wager: A contract between parties to gain/lose based on an uncertain event, with no interest in the outcome except potential gain/loss. If it's just about speculating on price differences without actual delivery, it's likely invalid⁽⁴⁴³⁶⁾.

1.21.2 Ambiguity of Wager and Contract:

⁽⁴⁴³¹⁾Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit, p.575.

⁽⁴⁴³²⁾Commonwealth v. Robin. son, 1 Watts, Pa., 160; Kent v. Edmondston, 49 N.C. 529; Schram v. Coyne, C.C.A.Mich., 127 F.2d 205, 209; Sabin v. Hamilton, 2 Ark. 485, 490 (see, however, the later case of Dyer v. Gill, 32 Ark. 410.

Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p.436.

⁽⁴⁴³³⁾(Crokshanks v. Ransbarg er, 80 W.Va. 21, 92 S.E. 78, 82; McQuiddy Print ing Co. v. Hirsig, 23 Tenn.App. 434, 134 S.W.2d 197, 205.

⁽⁴⁴³⁴⁾Stearns Lighting Power Co. v. Central Trust Co., C.C.A.Mich., 223 F. 962, 966; Shraiberg v. Han son, 138 Minn. 80, 163 N.W. 1032, 1033.

⁽⁴⁴³⁵⁾CS Vikas Vohra, Drafting, Pleadings & Appearances, YES ACAMEMY, CS PROFESSIONAL, June 2/ 23 Attempt , available at :

<https://www.yesacademy.co.in/images/uploaded/CS%20Professional%20-%20drafting.pdf> p. 2-2.

⁽⁴⁴³⁶⁾H. Seay Co. v. Moore, Tex.Com.App., 261 S.W. 1013, 1014; Young v. Stephenson, 82 Okl. 239, 200 P. 225, 228, 24 A.L.R. 978; Odle v. State, 139 Tex.Cr.R. 288, 139 S.W.2d 595, 597. See, also, Bet.

Henry Campbell Black, M.A., Black Law Dictionary, Op.cit, p.1750.

Nature of the Event: Contingent Contract: A contingent contract is subject to an uncertain event that is collateral to the contract. The parties may or may not have control over the event, but the event must be external to the other main contract. **Wagering Agreement:** A wagering agreement is based solely on some uncertain event whose outcome is governed by chance. No party in the wager has any control over the event, and the event is collateral to the agreement⁽⁴⁴³⁷⁾.

1.22 Collateral contract

1.22.1 Definition of Collateral contract

Collateral: Property (funds or personal stuff) pledged to secure a loan/debt. Can also refer to something parallel to the main issue in a case affecting the outcome. Therefore, breach of one of the separate (severable) contracts is not a breach of the remainder of the overall contract and is not an excuse for the other party to refuse to honor any divisible part of the contract which has not been breached.⁽⁴⁴³⁸⁾

1.23 Severable contract

1.23.1 Definition of Severable contract

Severable contract: Agreement with multiple separate contracts between same parties. Breach of one part doesn't affect the rest. Therefore, breach of one of the separate (severable) contracts is not a breach of the remainder of the overall contract and is not an excuse for the other party to refuse to honor any divisible part of the contract which has not been breached.⁽⁴⁴³⁹⁾

Summary:

Using terms incorrectly can cause ambiguity or legal issues. For example:

.Letter" of Intent:

- Usually non-binding, but can be binding if it has clear intent to be bound.
- Example: If a Letter of Intent says "we agree to terms" and parties act on it, it might be enforceable.

1.24 Ambiguity of ' Appendix ' with Other Similar Term

1.24.1 Appendix

1.24.1.1 definition of Appendix

An appendix is a piece of supplementary material included with a contract. It doesn't contain any clauses or items that are vitally necessary to understand the document but rather information that enhances the main body of the contract. For example, an appendix for a contract detailing the terms of a collaborative project might include a schedule.

While the contract would make sense without it, the schedule provides context and creates a clearer image of what the proposed project will look like.⁽⁴⁴⁴⁰⁾

Both appendixes; appendices are correct plural forms for appendix, but appendixes is preferable in nontechnical contexts.⁽⁴⁴⁴¹⁾

1.24.1.2 Sample of Appendix:

Notwithstanding any provisions in this Agreement, the Option shall be subject to any terms set forth in the Appendix to this Agreement for the Optionee's country. Moreover, if the Optionee relocates to one of the countries included in the Appendix, the terms for such country will apply to the

⁽⁴⁴³⁷⁾The Legal School ,Difference Between Contingent Contract and Wagering Agreement, available at :

<https://thelegalschool.in/blog/difference-between-contingent-contract-and-wagering-agreement>, visited on 29/1/2026, at 11:22 a.m.

⁽⁴⁴³⁸⁾Gerald N. Hill, The people's Law Dictionary , p. 91, p.379.

⁽⁴⁴³⁹⁾Gerald N. Hill, The people's Law Dictionary , Op. cit., p.379.

⁽⁴⁴⁴⁰⁾Olga Ascheychik, Addendum vs. appendix: Definitions, differences, and when to use each, available at: <https://www.pandadoc.com/blog/addendum-vs-appendix/>, visited on 2/2/2026, at 4:50PM.

⁽⁴⁴⁴¹⁾Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.68.

Optionee, to the extent the Company determines that the application of such terms is necessary or advisable for legal or administrative reasons. The Appendix constitutes part of this Agreement. (4442)

1.24.2 Annex

1.24.2.1 Definition of Annex

An annex to a contract is one or more documents that constitute an immediate extension of a contract. At times, a contract can be kept very short, e.g. if it is designed after a framework contract or if it is a copy of an earlier contract. (4443)

ANNEX. Derived from the Latin "annectere," meaning to tie or bind to. To attach, and often, specifically, to subjoin. (4444)

To add to; to unite. The word ex presses the idea of joining a smaller or subordinate thing with another, larger, or of higher importance. (4445) To consolidate, as school districts. (4446) To make an integral part of something larger. (4447)

1.24.2.2 Sample of Annexes Clause :

The contracts incorporate some Annexes, each of them, referenced to the corresponding Clause. Annexes are drafted in commonly used formats, although the user must adapt these formats and the text inserted in them to each particular situation. (4448)

1.24.3 Addendum.

1.24.3.1 Definition of Addendum.

A thing that is added or to be added; a list or section consisting of added material. (4449)

Most commonly this is a proposed change or explanation (such as a list of goods to be included) in a contract, or some point that has been the subject of negotiation after the contract was originally proposed by one party. Real property sales agreements often have addenda (plural of addendum) as the buyer and seller negotiate fine points (how payments will be made, what appliances will be included, date of transfer of title, the terms of financing by the seller and the like). Although often they are not, addenda should be signed separately and attached to the original agreement so that there will be no confusion as to what is included or intended. Unsigned addenda could be confused with rough drafts or unaccepted proposals or included fraudulently. (4450)

1.24.3.2 Sample of Addendum:

The parties shall assume that the written form of Section 550 of the German Civil Code (BGB) has been complied with as a result of this **addendum**. If it should arise that the parties' shared notion of compliance with the written form is incorrect, the parties shall obligate themselves to cooperate to ensure that this agreement together with **Addendum 1** is re-concluded at the demand of one of the

بغض النظر عن أي أحكام واردة في هذه الاتفاقية، يخضع الخيار لأي شروط منصوص عليها في ملحق هذه الاتفاقية لبلد صاحب الخيار. علاوة على ذلك، إذا انتقل صاحب الخيار إلى أحد البلدان المدرجة: (4442) مثال على الملحق في الملحق، فإن شروط ذلك البلد ستطبق عليه، وذلك بالقدر الذي ترى فيه الشركة ضرورة أو استصواباً لتطبيق هذه الشروط لأسباب قانونية أو إدارية. يُعدّ الملحق جزءاً لا يتجزأ من هذه الاتفاقية

Law Insider, AI Powered Contract, Appendix Sample Clauses, available at, <https://www.lawinsider.com/clause/appendix>, visited on 2/2/2026, at 1:24 PM.

(4443) Contract book, Annex (Annex to a contract), available at: <https://contractbook.com/dictionary/annex-annex-to-a-contract>, visited on 2/2/2026, at 5:1 pm.

(4444) In re Annexation to City of Easton of Tract of Land in Williams Tp., Northampton County, 139 Pa.Super. 146, 11 A.2d 662, 664.

(4445) Waterbury Lumber Coal Co. v. Aster chinsky, 87 Conn. 316, 87 A. 739, 740, Ann.Cas. 1916B, 613.

(4446) Evans v. Hurlburt, 117 Or. 274, 243 P. 553, 554.

(4447) Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.115.

(4448) تتضمن العقود بعض الملاحق، ويرتبط كل منها بالبند المقابل. تُصاغ الملاحق بصيغ شائعة الاستخدام، مع ضرورة تعديل الصيغ والنصوص المدرجة فيها بما يتناسب مع كل حالة على حدة: (مثال على بند الملاحق)

Law Insider, AI Powered Contract, Appendix Sample Clauses, available at, <https://www.lawinsider.com/clause/appendix>, visited on 2/2/2026, at 1:27 PM.

(4449) Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.59.

(4450) Gerald N. Hill, The people's Law Dictionary , Op. cit., p.25

rental contract parties in such way as to include identical contents and so that the written form is complied with. (4451)

1.24.4 Schedule.

1.24.4.1 Definition of Schedule. A sheet of paper or parchment annexed to a statute, deed, answer in equity, deposition, or other instrument, exhibiting in detail the matters mentioned or referred to in the principal document. A list or inventory; the paper containing an inventory. (4452)

1.24.4.2 Sample of Schedule Clauses:

The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule. (4453)

1.24.5 Supplementary.

1.24.5.1 Definition of Supplementary: Added as a supplement; additional; being, or serving as, a supplement. (4454)

Supplemental: adj. referring to anything that is added to complete something, particularly a document, such as a supplemental declaration, supplemental complaint, supplemental answer, supplemental claim. (4455)

1.24.5.2 Sample of Supplementary Clauses:

Whenever necessary, the Organizer shall have the right to issue supplementary regulations in addition to those in this Agreement to ensure the smooth management of the Exhibition. Any additional written regulations and/or instructions shall form part of these Terms of Contract and they shall be binding on the Exhibitors upon the Exhibitors receiving notice of the same. (4456)

1.24.6 Rider

1.24.6.1 Definition of Rider: n. 1) an attachment to a document which adds to or amends it. Typical is an added provision to an insurance policy, such as additional coverage or temporary insurance to cover a public event. 2) in

legislatures, an amendment tacked on to a bill which has little or no relevance to the main purpose of the legislation, but is a way to get the amendment passed if the basic bill has support. (4457)

1.24.6.2 Sample of Rider Clause Clauses:

المكتوبة. وفي حال تبين عدم صحة هذا التصور، يلتزم الطرفان بالتعاون لإعادة صياغة هذا الاتفاق، بالإضافة (BGB) يفترض الطرفان أن هذا الملحق يفي بأحكام المادة 550 من القانون المدني الألماني: (100 مثال على ملحق 4451) إلى الملحق رقم 1، بناءً على طلب أحد طرفي عقد الإيجار، بحيث يتضمن بنوداً مطابقة ويتوافق مع أحكام المادة 550.

Greg Siskind, Addendum clause samples, netdocument, available at <https://afterpattern.com/clauses/addendum>, visited on 2/2/2026, at 3:23 PM.

(4452) Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p.1511.

يجب إنجاز العمل بأسرع وقت ممكن وفقاً لمتطلبات الجدول الزمني الواردة في هذه الاتفاقية وفي بيان العمل. يجب تقديم مسودات ونسخ نهائية لجميع المخرجات في المواعيد المحددة في: مثال على بنود الجدول الزمني (4453) الملحق (أ) للجدول الزمني وفترة المشروع المذكورة في البند رقم 7 من هذه الاتفاقية. من المفهوم والمتفق عليه أن يقوم المفاوض بتسليم مسودات ونسخ نهائية لهذه المخرجات في الوقت المحدد ووفقاً لمتطلبات الملحق (أ) للجدول الزمني.

Law Insider, AI Powered Contract, Schedule Sample Clauses, available at:

<https://www.lawinsider.com/clause/schedule>, visited on 2/2/2026, at 4:44 PM.

(4454) Swanson v. State, 132 Neb. 82, 271 N.W. 264, 268.

Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.1608.

(4455) Gerald N. Hill, The people's Law Dictionary, Op. cit., p.400.

(4456) مثال على البنود التكميلية: يحق للمنظم، عند الضرورة، إصدار لوائح تكميلية بالإضافة إلى تلك الواردة في هذه الاتفاقية لضمان سير المعرض بسلاسة. تُعتبر أي لوائح وأوامر تعليمات كتابية إضافية جزءاً من شروط هذا العقد، وتكون ملزمة للعارضين فور إخطارهم بها.

Law Insider, AI Powered Contract, Supplementary Clause Sample Clauses, available at: <https://www.lawinsider.com/clause/supplementary-clauses>, visited on 2/2/2026, at 4:43 PM.

(4457) Gerald N. Hill, The people's Law Dictionary, Op. cit, p.363.

Rider Clause. Subject to the mutual agreement between the parties, any contract awarded on the basis of this solicitation may be used by any public entity (to include jurisdictions comprising the Metropolitan Washington Council of Governments), to enter into a contract for the services described and defined herein. For single purchases, the contract may be used for up to 12 months from the actual date of contract award. For multi-year contracts, the contract may be used throughout the effective period of the contract. Contracts awarded as a result of this solicitation will be subject to these terms and conditions, and/or such terms and conditions as may be required by the controlling body for the public agency using the contract. Pricing shall be as offered by the successful Offeror and subsequently accepted by FW. (4458)

1.24.7 Ambiguity between a Schedule and an Annexure from a technical perspective:

The difference between a Schedule and an Annexure from a technical perspective

Black's Law Dictionary is useful.

1. An Appendix is "a supplementary document attached to the end of a writing.
2. An Annexure is "something attached, such as a document to a report".
3. A Schedule is "a written list or inventory, esp., a statement attached to a document and gives a detailed showing of the matters referred to in the document".

What do these definitions mean on a technical level.

1. A schedule is not an integral part of the agreement as it "gives a detailed showing of the matters referred to in the document."
2. An appendix 'supplements' the agreement and is part of it. It is an attachment that is invariably critical to its validity.
3. An Annexure is a separate document from the agreement, which is a report. (4459)

1.24.8 Ambiguity between a contract rider and an addendum.

It's important to understand the differences between contract riders versus addenda if you're dealing with contracts. These two terms can often be used interchangeably, but they serve different purposes in updating and expanding on the terms of a contract. When exploring the differences, it's essential to also understand how they relate to a contract addendum versus an amendment, as they all play unique roles in modifying the terms and conditions of a contract.

Here are some of the main differences between the two:

- **Purpose.** Riders modify or detail existing contract terms, while addenda introduce entirely new terms or provisions.
- **Incorporation.** Riders become an integral part of the original contracts, while addenda are separate documents attached to them.
- **Contents.** Riders focus on adjustments or expansions of existing terms, while addenda bring forth new and distinct terms.
- **Visibility.** Riders are typically embedded within the main contract, whereas addenda are visibly separate attachments.
- **Labels.** Riders are usually labeled discreetly, whereas addenda are often numbered or have distinctive titles.

(4458) بند إضافي. رهناً بالاتفاق المتبادل بين الطرفين، يجوز لأي جهة حكومية (بما في ذلك الجهات التابعة لمجلس حكومات العاصمة واشنطن) استخدام أي عقد يُمنح بناءً على هذا الطلب لإبرام عقد للخدمات الموضحة والمحددة هنا. بالنسبة للمشتريات الفردية، يجوز استخدام العقد لمدة تصل إلى 12 شهراً من تاريخ منحه الفعلي. أما بالنسبة للعقود متعددة السنوات، فيجوز استخدامها طوال مدة سريانها. تخضع العقود الممنوحة نتيجة لهذا الطلب لهذه الشروط لاحقاً والأحكام، وأو أي شروط وأحكام أخرى قد تطلبها الجهة الرقابية للجهة الحكومية التي تستخدم العقد. يكون السعر كما هو مُقدم من مقدم العرض الفائز والذي تقبله شركة

Law Insider, AI Powered Contract, Rider Clause Sample Clauses, available at

<https://www.lawinsider.com/contract/rider-clause>, visited on 2/2/2026, at 4:38 PM.

(4459) Michalsoms, The difference between Appendices, Annexure and Schedules, available at:

<https://www.michalsoms.com/blog/of-appendices-annexures-and-schedules/11774>, visited on 2/2/2026, at 12:50 PM.

- **Signing requirements.** Riders are typically signed concurrently with the main contract by the same parties, whereas addenda may have separate signature lines and involve additional signatories.⁽⁴⁴⁶⁰⁾

English Common Arabic Notes on Ambiguity
Translation

Appendix	ملحق / مرفق	Often interchangeable with <i>annex</i> in Arabic, even though they differ in English usage
Annex / Annexeure	ملحق	Almost always translated the same as <i>appendix</i>
Addendum	إضافة / ملحق إضافي	Distinction (added <i>after</i> execution) is often lost
Schedule	جدول / ملحق	"جدول" may suggest only a table, while legally it can be a full section
Supplement / Supplementary	ملحق / تكميلي	Frequently overlaps with <i>addendum</i> and <i>appendix</i>
Rider	ملحق / شرط إضافي	Conceptually distinct in English contracts, but Arabic often flattens it

(4461)

Chapter Two

Ambiguity in Contract Drafting Caused by Similar Terminologies

2. Ambiguity of 'Between' and Prepositional Equivalents

2. 1Between:

2.1.1 Definition of Between:

"Between" is a preposition that indicates a relationship or connection involving two or more entities. In legal and business contexts, "between" is commonly used to describe the parties involved in a contract, agreement, or transaction, as well as the actions, rights, or obligations that are shared or exchanged among them. It is used to clarify that the subject of a statement applies to the interaction or agreement involving two or more parties. ⁽⁴⁴⁶²⁾

2.1.2 Sample of "between" in a clause:

"This contract is made between Party A and Party B, and both Parties agree to the terms outlined herein. Each Party acknowledges their obligations to the other Party as described in the sections below." ⁽⁴⁴⁶³⁾

2.2 Among:

2.2.1 Definition of Among

(4460)What is a rider in a contract and how is it different from an addendum?, available at: <https://www.adobe.com/acrobat/business/hub/contract-rider-vs-addendum.html>, visited on 2/2/2026, at 1:2PM.

(4461)Harith Suleiman faruq, Faruqi's Law Dictionary, Op. cit., p. 47- 43-626-675- 612.

(4462)Cobrief, Between: Overview, definition, and example, Legal Glossary, available at: <https://www.cobrief.app/resources/legal-glossary/between-overview-definition-and-example/>, visited on 29/1/2026, at 12:11 p.m.

(4463)هذا العقد مُبرم بين الطرفين (أ) والطرف (ب)، ويوافق كلا الطرفين على الشروط الموضحة فيه. ويقر كل طرف بالتزاماته تجاه الطرف الآخر كما هو موضح في الأقسام أدناه.

Cobrief, Between: Overview, definition, and example, Legal glossary, available at: <https://www.cobrief.app/resources/legal-glossary/between-overview-definition-and-example/>,

visited on 29/1/2026, at 1:43 a.m.

Among is used to show a connection or relationship between three or more things that are not distinct, especially when considering a collective relationship. This is commonly used with group nouns or mass nouns. (4464)

2.2.2 Sample of "among" in a clause:

This Contract and the documents referred to herein constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and supersede all prior understandings and agreements, whether oral or written, between or among the parties hereto with respect to the specific subject matter hereof. (4465)

2.2.3 Ambiguity of between 'between' and 'among':

The distinction between 'between' and 'among' is often stated as 'between' for two and 'among' for more than two. However, 'between' can be used with more than two when referring to individual relationships, whereas 'among' implies a collective or general relationship. "The use of 'between' with numbers can be problematic, especially when intending to include the numbers at both ends of the range. (4466)

"'Between' denotes a space or interval separating things, typically applicable to two entities, but can encompass multiple entities considered collectively as pairs or wholes. (4467) Among" is sometimes held to be equivalent to "between". (4468) But "among" implies more than two objects as differentiated with "between. (4469)

Use between when referring to one-to-one relationships.

Use among when referring to indistinct or nonspecific relationships. (4470)

Summary: The main points of contention between the terms:

1. Between and Among:

- "Between" is typically used for two entities, while "among" is used for more than two.
- "Between" can be used with more than two when referring to individual relationships, whereas "among" implies a collective or general relationship.

2. Using "Between" with Numbers:

- Using "between" with numbers can be problematic, especially when intending to include the numbers at both ends of the range.

3. Definition of "Between":

- "Between" denotes a space or interval separating things, typically applicable to two entities, but can encompass multiple entities considered collectively as pairs or wholes.

4. Definition of "Among":

- "Among" implies more than two objects, differentiating it from "between" which can apply to two entities.

(4464) Woodward English, Between vs. Among – What is the difference? available at:

<https://www.woodwardenglish.com/lesson/between-vs-among/>, visited on 29/1/2026, at 12:33 p.m.

(4465) يشكل هذا العقد والوثائق المشار إليها فيه الاتفاق والتفاهم الكامل بين الأطراف فيما يتعلق بموضوع هذا الاتفاق، ويلغى جميع التفاهات والاتفاقيات السابقة، سواء كانت شفوية أو كتابية، بين الأطراف المعنية فيما يتعلق بالموضوع المحدد لهذا الاتفاق.

Ken Adams, "Between or Among the Parties", ADAMS ON CONTRACT DRAFTING, available at: <https://www.adamsdrafting.com/between-or-among-the-parties/>, visited on 29/1/2026, at 1:12 p.m.

(4466) Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.105.

Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.106.

(4467) Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p.204.

(4468) Hick's Estate, 134 Pa. 507, 19 A. 705; Records v. Fields, 155 Mo. 314, 55 S.W. 1021.

(4469) St. Louis Union Trust Co. v. Little, 320 Mo. 1058, 10 S.W.2d 47, 53.

Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.108.

(4470) Marko Ticak, Between vs. Among—What's the Difference?, Grammarly, available at: <https://www.grammarly.com/blog/commonly-confused-words/between-among/>,

visited on 29/1/2026, at 11:34 am.

2.3 Ambiguity of 'Trade' and Commercial Terminology:

2.3.1 Trade

5.1.1 Definition of Trade: In trade, the ownership of goods or services is transferred from one person to the another in consideration of cash or cash equivalents. Trade can be done between two parties or more than two parties. When the buying and selling take place between two persons, it is called bilateral trade whereas when it is done between more than two persons, then it is called multilateral trade.⁽⁴⁴⁷¹⁾

The act or business of exchanging commodities by barter; or the business of buying and selling for money; traffic; barter. ⁽⁴⁴⁷²⁾

All wholesale trade, all buying in order to sell again by wholesale, may be reduced to three sorts: The home trade, the foreign trade of consumption, and the carrying trade. ⁽⁴⁴⁷³⁾

2.3.2 Commerce

2.3.2.1 Definition of Commerce

Commerce involves the exchange of goods or services for money between two or more parties, typically on a large scale. It focuses on the sale of products rather than their manufacture, marketing, or transportation. Modern commerce often takes place internationally and is crucial for economic activity. While commerce is a subset of business, dealing mainly with distribution, it is distinct from the manufacturing or production processes. Understanding these differences helps clarify how commerce supports nation economies by creating jobs and delivering goods and services.⁽⁴⁴⁷⁴⁾

"Commerce" is not traffic alone, but is intercourse between nations and parts of nations in all its branches. ⁽⁴⁴⁷⁵⁾

The words "commerce" and "trade" are often used interchangeably; but, strictly speaking, commerce relates to intercourse or dealings with foreign nations, states, or political communities, while trade denotes business inter course or mutual traffic within the limits of a state or nation, or the buying, selling, and exchanging of articles between members of the same community.⁽⁴⁴⁷⁶⁾

2.3.2.2 Trade and Commerce.

The words "trade" and "commerce," when used in juxtaposition impart to each other enlarged signification, so as to include practically every business occupation carried on for subsistence or profit, and into which the elements of bargain and sale, barter, exchange, or traffic, enter.⁽⁴⁴⁷⁷⁾

2.3.2.3 Ambiguity between Trade and Commerce

Factor	Trade	Commerce
Meaning	Buying and selling of goods	Services that help in trade
Scope	Narrow	Wide
Purpose	Exchange of goods and making a profit	Support trade and ease business flow

⁽⁴⁴⁷¹⁾Key difference ,Difference Between Trade and Commerce, available at:

<https://keydifferences.com/difference-between-trade-and-commerce.html>, visited on 2/2/2026, at 12:21PM.

⁽⁴⁴⁷²⁾May v. Sloan, 101 U.S. 237, 25 L.Ed. 797; U. S. v. Cassidy, D.C.Cal., 67 F. 698; State v. Deckebach, 113 Ohio St. 347, 149 N.E. 194, 196.

⁽⁴⁴⁷³⁾Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.1665.

⁽⁴⁴⁷⁴⁾James Chen, Commerce vs. Business and Trade: Understanding the Differences, Investopedia, available at: <https://www.investopedia.com/terms/c/commerce.asp>, visited on 2/2/2026, at 12:13 PM; Jeu Jo Wan v. Nagle, C.C.A.Cal., 9 F.2d 309, 310.

Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p.336.

⁽⁴⁴⁷⁵⁾Blumenstock Bros. Advertising Agency v. Curtis Pub. Co., 252 U.S. 436, 40 S.Ct. 385, 387, 64 L.Ed. 649.

⁽⁴⁴⁷⁶⁾Hooker v. Van dewater, 4 Denio, N.Y., 353, 47 Am. Dec. 258; Jacob; Wharton.

⁽⁴⁴⁷⁷⁾State v. Tagami, 234 P. 102, 105, 195 Cal. 522.

Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.1665.

Types	Internal, External	Trade, Aids to trade
Examples	A shopkeeper selling clothes	Transport, Banking, Insurance, Warehousing

(4478)

2.4 Ambiguity of ' Hire' with Other Similar Term

2.4.1 Hire:

2.4.2 Definition of Hire:

HIRE, Compensation for the use of a thing, or for labor or services. (4479)

A bailment in which compensation is to be given for the use of a thing, or for labor and services about it. The divisions of this species of contract are denoted by Latin names. (4480)

2.4.3 Lease

2.4.3.1 Definition of Lease

A lease is an agreement creating a landlord-tenant relationship, granting permissive use or exclusive possession of lands/tenements for a specified period, and can involve possession and profits for life, a fixed term, or at the parties' pleasure. (4481)

6.2.2 "Lease" or "hire" is a synallagmatic contract, to which consent alone is sufficient, and by which one party gives to the other the enjoyment of a thing, or his labor, at a fixed price. (4482)

2.4.4 Rent

2.4.4.1 Definition of Rent

"Rent refers to consideration paid for property use or occupation, including compensation for land/tenements possession, and can encompass royalty payments under mineral leases. (4483)

The term 'rent' can be ambiguous, applying to actions of both lessors and lessees, with 'rental' often denoting the amount paid or income received. (4484)

2.4.4.2 Ambiguity between Lease, Rent and Hire:

Lease: Usage: Refers to renting property, especially real estate (like houses, offices, land) for a long period, typically one year or more.

Example of Usage of Lease: The company signed a five-year lease for the new office space.

Rent Usage: Refers to renting property or equipment, usually for a shorter duration than "lease".

Example of Rent: They decided to rent a car for the weekend trip.

Hire Usage: Used in British English to refer to short-term rentals for equipment, vehicles, or the hiring of staff.

Example of Hire: The company plans to hire more staff to handle the increased workload. (4485)

2.4.5 Tenant

2.4.5.1 Definition of Tenant

A tenant occupies real property owned by another, typically via an agreement involving rental payments. Tenancy refers to the right to occupy property for a specified period or under certain

(4478) PLUTUS EDUCATION, Difference between Trade and Commerce: Its Types, Role and More, available at:

<https://plutuseducation.com/blog/difference-between-trade-and-commerce/>, visited on 2/2/2026, at 12:7 PM.

(4479) State v. Kenyon, Inc., Tex.Civ.App., 153 S.W.2d 195, 197

(4480) Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.863.

(4481) Smith v. Royal Ins. Co., C.C.A.Cal., 111 F.2d 667, 671. Any grant of permissive use. People v. City of Chicago, 349 Ill. 304, 182 N.E. 419, 434.

(4482) Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.1035.

(4483) 2 Bl.Comm. 41; In re Perlmutter's Will, 282 N.Y.S. 282, 156 Misc. 571.

(4484) Gerald N. Hill, The people's Law Dictionary, Op. cit., p.354.

(4485) PREPTE LTD, What are Lease, Rent and Hire? Distinguishing the 3 words Lease, Rent and Hire, Available at:

<https://prepedu.com/en/blog/lease-rent-vs-hire-in-english>, visited on 29/1/2026, at 1:47 p.m.

conditions, encompassing various forms like landlord-tenant arrangements. Historically, a tenant can refer to a landholder under a tenancy contract or a defendant in a writ of right. (4486)

Summary:

2.4.5.2 There is some ambiguity and overlap between the terms as followings:

1. Hire and Lease:

- Both refer to an agreement for using something or a service in exchange for compensation.
- "Hire" is more general, while "Lease" typically refers to real property (like land or buildings).

2. Rent and Hire:

- "Rent" usually refers to payment for using property, while "Hire" can be for using something or a service.

3. Tenant and Lease:

- "Tenant" is the person occupying the property, while "Lease" is the agreement allowing them to do so.

4. Tenancy and Lease:

- "Tenancy" refers to the right to occupy property, while "Lease" is the agreement granting that right.

2.5. Ambiguity of 'Change' and Modification with Other Similar Term

2.5.1. Amendment

2.5.1.1 Definition of Amendment

'Amend' means to alter or change by adding, subtracting, or substituting. Amendments can be made to statutes, contracts, or legal pleadings. Contracts require mutual agreement for amendments, typically in writing if the contract is written. Pleadings can be amended pre-service, by stipulation, or court order. (4487)

Amendments: Changes to a contract that are made after it's signed. These are almost always done in writing, and must be agreed and signed by all parties (4488).

"Amendment refers to either a legislative change adding provisions to a statute or constitution, or correcting errors in legal documents. It typically takes 'to' or 'of', as in 'the First Amendment to the Constitution. (4489)

AMENDMENT. A change, ordinarily for the better. (4490) An amelioration of the thing without involving the idea of any change in substance or essence. (4491) In practice it is the correction of error committed in progress of a cause. (4492) The correction of an error committed in any process, pleading, or proceeding at law, or in equity, and which is done either of course, or by the consent of parties, or upon motion to the court in which the proceeding is pending. (4493)

An amendment is a broader contract modification that typically affects contractual terms at the **contract-level** rather than project-specific scope. Amendments change, add, or remove provisions within the contract document itself and usually require mutual agreement and signatures.

Common scenarios for amendments include:

(4486) Gerald N. Hill, The people's Law Dictionary, Op. cit., p.406.

(4487) Gerald N. Hill; Kathleen Thompson Hill, The People's Law Dictionary, Op. cit., p.37.

(4488) Juro, Contract terminology and legal jargon explained, available at:
<https://juro.com/learn/contract-terminology-legal-jargon#>

(4489) Brayan A. Garner, A Dictionary of Modern Legal Usage, Op., cit., p.51.

(4490) Musher v. Perera, 162 Md. 44, 158 A. 14, 15.

(4491) Van Deusen v. Ruth, 343 Mo. 1096, 125 S.W.2d 1, 3.

(4492) Lintott v. McCluskey, 105 N.J.Eq. 354, 148 A. 161, 164.

(4493) 3 Bl.Comm. 407, 448; 1 Tidd, Pr. 696. Hardin v. Boyd, 113 U.S. 756, 5 Sup.Ct. 771, 28 L. Ed. 1141.

Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p.106.

Changing payment schedules or invoicing terms

Updating legal clauses such as confidentiality, warranties, or dispute resolution

Extending the contract duration or adjusting renewal terms

Revising liability limits or compliance requirements

Unlike change orders, amendments are not confined to changes in project scope or deliverables but can modify any part of the contract language. Amendments often occur after contract execution but can be negotiated at any stage before or after signing if allowed by the parties. (4494) If all involved agree, amendments can be made to contracts after they are signed. But they must be signed by all parties. Also called a variation. (4495) "Modification refers to a change altering details while keeping the overall purpose intact. (4496) Unlike 'amendment', which implies improvement, 'modification' denotes a minor change without implying betterment or deterioration." (4497)

2.5.1.2 Sample of Amendment. Any Amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto; provided, however, that no amendment shall adversely affect the rights of the Grantee under this Agreement without the Grantee's consent. (4498)

2.5.2 Addenda/addendum

2.5.2.2 Definition of Addenda/addendum

A contract addendum adds new terms to an existing contract, while still keeping all the original terms in place (4499). An addendum or addenda (plural) also meaning any modification to a contract, including notes, additions, and deletions. (4500)

2.5.2.3 Sample of Addendum Clause. Notwithstanding the provisions of this Agreement, the award shall be subject to any special terms and conditions for the Participant's country set forth in the Addendum to this Agreement. To the extent any provision in the Addendum is inconsistent with a provision in the body of this Agreement, the provision in the Addendum shall prevail. Moreover, if the Participant relocates to one of the countries included in the Addendum, the terms and conditions for such country will apply to the Participant to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. (4501)

2.6 Modify.

2.6.1 Definition of Modify Clause:

(4494) Sirion, Change Order vs Amendment: Understanding Key Differences to Manage Contract Changes Effectively

<https://www.sirion.ai/library/contract-management/change-order-vs-amendment/>, visited on 29/1/2026, at 4:27p.m.

(4495) Olga Asheyichik, Contract terminology: Key contract terms, Pd Panda Doc Blog, available at :

<https://www.pandadoc.com/blog/contract-terminology/>

111 Ind. 152, 12 N.E. 165; State v. Tucker, 36 Or. 291, 61 P. 894, 51 L.R.A. 246

(4497) Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.1155.

(4498) نموذج للتعديل. يُعتبر أي تعديل على الخطة تعديلاً على هذه الاتفاقية بالقدر الذي ينطبق فيه التعديل عليها؛ بشرط ألا يؤثر أي تعديل سلباً على حقوق المستفيد بموجب هذه الاتفاقية دون موافقة المستفيد.

JUSTIA Business Contract, Amendment Contract Clauses, available at:

<https://contracts.justia.com/contract-clauses/amendment/>, visited on 3/3/2026, at 9:41 PM.

(4499) Juro, Contract terminology and legal jargon explained, available at:

<https://juro.com/learn/contract-terminology-legal-jargon#>

(4500) Olga Asheyichik, Contract terminology: Key contract terms, Pd Panda Doc Blog, available at :

<https://www.pandadoc.com/blog/contract-terminology/>

(4501) ملحق. بالرغم من أحكام هذه الاتفاقية، يخضع منح الجائزة لأي شروط وأحكام خاصة ببلد المشارك وإرادة في ملحق هذه الاتفاقية. وفي حال تعارض أي بند في الملحق مع أي بند في متن هذه الاتفاقية، يُعمل بالبند الوارد في الملحق. علاوة على ذلك، إذا انتقل المشارك إلى إحدى الدول المشمولة في الملحق، تُطبق عليه الشروط والأحكام الخاصة بتلك الدولة، وذلك بالقدر الذي تراه الشركة ضرورياً أو مستحسناً لأسباب قانونية أو إدارية.

Law Insider, Al- Power Contracts , Addendum Sample Clause, Available at :

<https://www.lawinsider.com/clause/addendum>, visited on 3/3/2026 at 10:14 PM.

To alter; to change in incidental or subordinate features; enlarge, extend; limit, reduce. (4502)
Modification refers to a change in a court order or judgment due to changed circumstances or to correct an error. (4503)

2.6.2 Sample of Modification Clause: No change or modification of this Agreement shall be valid or binding upon the parties unless the change or modification is in writing and signed by the parties; provided, however, that the Company may change or modify this Agreement without the Participant's consent or signature if the Company determines, in its sole discretion, that such change or modification is necessary for purposes of compliance with or exemption from the requirements of Section of the Code or any regulations or other guidance issued thereunder. (4504)

2.7 Alteration

2.7.1 Definition of Alteration

Alteration refers to changing a thing's form or state without destroying its identity. (4505)

"In law, 'alteration' refers to changing a document's meaning or a highway's course while keeping its essence intact. An alteration is material if it affects interested parties' rights. (4506)

2.7.2 Sample of Alteration Clause :

Alterations. Tenant will not make any alteration, addition or improvement to the Premises without first obtaining Landlord's written consent. Any and all alterations, additions or improvements to the Premises are without payment to Tenant and will become Landlord's property immediately on completion and remain on the Premises, unless Landlord requests or permits removal, in which case Tenant will return that part of the Premises to the same condition as existed prior to the alteration, addition or improvement. Tenant will not change any existing locks or install any additional locks on the Premises without first obtaining Landlord's written consent and without providing Landlord a copy of all keys. (4507)

2.8 Change.

2.8.1 Definition of Change:

Change. As a noun. An alteration; a modification or addition; substitution of one thing for another. Exchange of money against money of a different denomination. Also small coin. Also an abbreviation of exchange. As a verb. Alter; cause to pass from one place to another; exchange; make different; put one thing in place of another; vacate. (4508)

2.8.2 Sample of Change Clause :

Change Clause. The Service Provider is entitled to unilaterally change these Terms and Conditions. In the event of changes, the Service Provider will inform the Customer in Writing of these changes. There will be at least one month between the notification and the entry into force of the amended conditions. If the Customer does not agree with the changes, the agreement can be terminated with

(4502) State v. Lincoln, 133 Minn. 178, 158 N.W. 50, 52; U. S. v. Felder, D.C.N.Y., 13 F.2d 527, 528. See Modification.

(4503) Gerald N. Hill; Kathleen Thompson Hill, The People's Law Dictionary, Op. cit., p.273.

(4504) نموذج لبند التعديل: لا يكون أي تغيير أو تعديل على هذه الاتفاقية صحيحاً أو ملزماً للأطراف ما لم يكن التغيير أو التعديل مكتوباً وموقعاً من قبل الأطراف؛ ومع ذلك، يجوز للشركة تغيير أو تعديل هذه الاتفاقية دون موافقة المشارك أو توقيعه إذا قررت الشركة، وفقاً لتقديرها الخاص، أن هذا التغيير أو التعديل ضروري لأغراض الامتثال لمتطلبات القسم من القانون أو أي لوائح أو إرشادات أخرى صادرة بموجبه أو الإعفاء منها.

JUSTIA Business Contract, Modification Contract Clauses, available at <https://contracts.justia.com/contract-clauses/modification/>, visited on 3/3/2026, at 10:19 pm.

(4505) Paye v. City of Grosse Pointe, 279 Mich. 254, 271 . N.W. 826, 827.

(4506) Hue ning v. Shenkenberg, 208 Wis. 177, 242 N.W. 552, 553.

(4507) التعديلات. لا يجوز للمستأجر إجراء أي تعديل أو إضافة أو تحسين على العقار دون الحصول أولاً على موافقة خطية من المؤجر. جميع التعديلات والإضافات والتحسينات على العقار تتم دون مقابل للمستأجر، وتصبح ملكاً للمؤجر فور إتمامها، وتبقى في العقار، ما لم يطلب المؤجر إزالتها أو يسمح بها، وفي هذه الحالة، يلتزم المستأجر بإعادة ذلك الجزء من العقار إلى حالته الأصلية قبل التعديل أو الإضافة أو التحسين. لا يجوز للمستأجر تغيير أي أقفال موجودة أو تركيب أي أقفال إضافية في العقار دون الحصول أولاً على موافقة خطية من المؤجر ودون تزويده بنسخة من جميع المفاتيح.

Law Insider, AI – Powered Contract, Alterations Sample Clauses, available at :

<https://www.lawinsider.com/clause/alterations>, visited on 29/1/2026, at 3:54p.m.

(4508) Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p. 293.

due observance of the agreed contract period and notice period and the unchanged conditions will continue to apply in full. (4509)

2.8.3 Ambiguity between amendments and modifications:

Amendments and modifications refer to changes or alterations made to an existing contract or agreement. Both terms generally describe the process of altering the terms of a contract, but there are slight differences in how they are used:

Amendment: Typically refers to a formal change or addition to the original contract. It can involve adding, deleting, or changing specific provisions of the agreement. Amendments often require the consent of all parties involved in the contract.

Modification: Refers to a change made to the contract, often with mutual consent, but the modification can be broader and may include a less formal adjustment of the contract's terms. Modifications can also refer to changes in the way certain obligations are performed. (4510)

2.8.4 Ambiguity between Change Order and Amendment:

A change order generally refers to a **post-award, documented modification to a specific contract's scope, price, or schedule**, typically associated with project-based work such as construction or engineering. It details agreed-upon adjustments to the original contract terms after work has begun.

Change orders are often used to:

- Reflect additions, deletions, or redesigns in project scope that affect costs or timelines.
- Capture agreed changes after the contract signing without altering the entire contract.
- Enable structured management of unexpected circumstances such as site conditions or regulatory changes.

For example, in construction, if the client requests additional electrical outlets, a change order will specify the extra work, cost impact, and revised delivery dates. This differs from simply amending payment terms or contract clauses, which usually require an **amendment**.

Because change orders focus on specific project tasks or procurement orders, they often come with strict governance and approval workflows to control budget and schedule impacts.

An **amendment** is a broader contract modification that typically affects contractual terms at the **contract-level** rather than project-specific scope. Amendments change, add, or remove provisions within the contract document itself and usually require mutual agreement and signatures.

Common scenarios for amendments include:

- Changing payment schedules or invoicing terms
- Updating legal clauses such as confidentiality, warranties, or dispute resolution
- Extending the contract duration or adjusting renewal terms
- Revising liability limits or compliance requirements

Unlike change orders, amendments are not confined to changes in project scope or deliverables but can modify any part of the contract language. Amendments often occur after contract execution but can be negotiated at any stage before or after signing if allowed by the parties. (4511)

بند التغيير. يحق لمقدم الخدمة تغيير هذه الشروط والأحكام من جانب واحد. في حال حدوث تغييرات، سيبلغ مقدم الخدمة العميل كتابيًا بهذه التغييرات. يجب أن يكون هناك شهر واحد على الأقل بين الإخطار ودخول الشروط (4509) المعدلة حيز التنفيذ. إذا لم يوافق العميل على التغييرات، فيمكن إنهاء الاتفاقية مع مراعاة مدة العقد وفترة الإخطار المتفق عليهما، وستظل الشروط غير المعدلة سارية بالكامل.

Law Insider, AI – Powered Contract, [Change Clause](#) Clause Samples, available at

<https://www.lawinsider.com/clause/change-clause>, visited on 29/1/2026, at 4:40 p.m.

(4510) Cobrief, Amendments and modifications: Overview, definition, and example, available at: <https://www.cobrief.app/resources/legal-glossary/amendments-and-modifications-overview-definition-and-example/>, visited on 29/1/2026, at 2:26 p.m.

(4511) Sirion, Change Order vs Amendment: Understanding Key Differences to Manage Contract Changes Effectively

<https://www.sirion.ai/library/contract-management/change-order-vs-amendment/>, visited on 29/1/2026, at 4:22 p.m.

2.8.5 Ambiguity between addendum and Amendment:

An **addendum** is typically a pre-contract or **pre-signature** document that adds new terms, clarifications, or provisions to a draft contract without replacing or overriding existing text. Think of it as a supplement during contract negotiations, whereas amendments and change orders modify finalized agreements.

- An addendum is negotiated and attached before contract signing.
- Amendments and change orders modify the agreement after signing.
- An addendum can become part of the contract once signed but is simpler in scope compared to amendments.⁽⁴⁵¹²⁾

Summary:

There's overlap and ambiguity between the terms "Amendment", "Modification", "Alteration", and "Change". Each has a specific legal meaning, but they can intersect.

For instance:

- "Amendment" typically implies improvement or addition.
- "Modification" suggests a minor change without altering the essence.
- "Alteration" refers to changing form or state without destroying identity.
- "Change" is broader, covering various types of alterations or substitutions.
- Amendment: Used for changes to contracts, statutes, or pleadings, often implying addition or improvement (e.g., amending a constitution).
- Modification: Applies to changes in court orders or contracts due to changed circumstances, keeping the core intact.
- Alteration: Refers to changes in documents or structures (like highways) without changing their fundamental identity.
- Change: Broader term for any alteration, substitution, or exchange in legal contexts (e.g., change of venue).

2.9 Ambiguity of 'Amount' and Quantitative Expressions

2.9.1 Amount

2.9.1.1 Definition of Amount

"Amount" refers to the total or aggregate sum, including principal and sometimes interest.⁽⁴⁵¹³⁾

Usage note: 'amount' is used for mass nouns, 'number' for count nouns.⁽⁴⁵¹⁴⁾

2.9.1.2 Sample of Amount Clause:

Amount required. For contracts in excess of Two Hundred Thousand Dollars (\$200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.⁽⁴⁵¹⁵⁾

2.9.2 Sum

2.9.2.1 Definition of Sum

Sum' refers to a total amount, often of money, or a summary/abstract. ⁽⁴⁵¹⁶⁾

⁽⁴⁵¹²⁾Sirion, Change Order vs Amendment: Understanding Key Differences to Manage Contract Changes Effectively

<https://www.sirion.ai/library/contract-management/change-order-vs-amendment/>, visited on 29/1/2026, at 4:29 p.m.

⁽⁴⁵¹³⁾McCabe v. Carys Exrs, 135 Va. 428, 116 S.E. 485, 491. But see In re Stone man, Sur., 146 N.Y.S. 172, 175 (interest excluded), Candelaria v. Gutierrez, 28 N.M. 434, 213 P. 1037. Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p109.

⁽⁴⁵¹⁴⁾Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.53.

⁽⁴⁵¹⁵⁾المبلغ المطلوب. بالنسبة للعقود التي تزيد قيمتها عن مائتي ألف دولار (200,000 دولار)، يجوز للمقاطعة الاحتفاظ من كل دفعة مرحلية تُدفع للمقاول بمبلغ لا يتجاوز خمسة بالمائة (5%) من قيمة الدفعة كاحتفاظ. Law Insider, AI – Powered Contract, [Amount required](#) Sample Clauses, available at:

<https://www.lawinsider.com/clause/amount-required>, visited on 3/3/2026, at 11:19 PM.

⁽⁴⁵¹⁶⁾U. S. v. Van Auken, 96 U.S. 368, 24 L.Ed. 852; Donovan v. Jenkins, 52 Mont. 124, 155 P. 972, 973. Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p1603



2.9.2.2 Sample of Sum Clause: The Parties agree effective the date of ratification of this Collective Agreement all Employees, exclusive of Employees in the Licensed Practical Nurse classification, will receive a one percent (1%) lump sum payment calculated as follows: X All hours worked X Basic Hourly Rate of Pay on March when engaged in active employment and overtime hours between April and March. (4517)

2.9.3 Total

2.9.3.1 Total. Whole, not divided, lacking no part, en tire, full, complete, the whole amount. (4518)

2.9.3.2 Sample of Total Clause.

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction. County's Project Manager, or designee, is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment. (4519)

2.9.3.3 Ambiguity between sum, total and amount.

Both "sum" and "total" mean the same thing, though "total" is more common. The word "sum" is almost always used specifically with mathematics, though "total" is also used there as well.

For example, a teacher might say, "What is the sum of 2 + 2?" or they might say "What is the total of 2 + 2?" However, you would never say, "What is the sum of the bill?" For something like that, you would use "total" instead.

The phrase "lump sum" always refers to money. A "lump sum" is one large payment rather than many smaller payments. For example, a lottery winner can choose to be paid \$50,000 per year for 20 years or they can take one lump sum payment of \$1 million. Note that often the lump sum is slightly smaller than if you take all of the smaller payments. In the lottery example above, the lump sum may only pay you \$750,000 but you get it all at once or you can receive \$50,000 per year for 20 years and get the full \$1 million. (4520)

2.10 Ambiguity of 'Bankruptcy' and Insolvency-Related Terminologies

2.10.1 Bankruptcy

2.10.1.1 Definition of Bankruptcy

Bankruptcy refers to a legal process where an individual or business unable to pay debts can seek relief. This involves sharing assets among creditors and potentially restarting with restrictions. (4521)

It can be voluntary (initiated by the debtor) or involuntary (initiated by creditors). (4522)

2.10.1.2 Sample of Bankruptcy:

(4517) يتفق الطرفان اعتباراً من تاريخ التصديق على هذه الاتفاقية الجماعية، سيحصل جميع الموظفين، باستثناء الموظفين المصنفين كممرضين عمليين مرخصين، على دفعة إجمالية بنسبة واحد بالمائة (1%) محسوبة على النحو التالي: x جميع ساعات العمل x معدل الأجر الأساسي بالساعة في شهر مارس عند العمل الفعلي وساعات العمل الإضافية بين أبريل ومارس.

Law Insider, AI – Powered Contract, Sum Sample Clauses, available at: <https://www.lawinsider.com/clause/sum>, visited on 4/3/2026, at 10:47am.

(4518) In re Mer ritts Estate, Sur., 180 N.Y.S. 877, 879; Jefferson Standard Life Ins. Co. v. King, 165 S.C. 219, 163 S.E. 653, 656; Utter, absolute. Glaze v. Hart, 225 Mo.App. 1205, 36 S.W.2d 684. Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p1661.

مدير مشروع المقاطعة، أو من ينوب عنه، مسؤول عن الموافقة. الفواتير غير المكتملة أو غير الصحيحة غير مقبولة، وسيتم إعادتها إلى المقاول لتصحيحها. (4519) تقع مسؤولية تقديم فاتورة مقبولة للمقاطعة للدفع على عاتق المقاول على الفواتير وتقديمها لاحقاً إلى مراقب الحسابات لمعالجة الدفع.

Law Insider, AI – Powered Contract, Total Sample Clauses, Available at :

<https://www.lawinsider.com/clause/total>, visited on 3/3/2026, at 11:43 PM.

(4520) Reddit, What's the difference between "lump sum", "sum" and "total", available at

: https://www.reddit.com/r/EnglishLearning/comments/85xqm0/whats_the_difference_between_lump_sum_sum_and/, visited on 29/1/2026, at 6:19 p.m.

(4521) Everett v. Stone, 3 Story, 453, Fed.Cas.No.4,577.

Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p.186.

(4522) Olga Asheyckik, Contract terminology: Key contract terms, Pd Panda Doc Blog, available at :

<https://www.pandadoc.com/blog/contract-terminology/>

In the event a debtor, trustee or debtor in possession under the Bankruptcy Code, or another person with similar rights, duties and powers under any other Applicable Laws, proposes to cure any default under this Lease or to assume or assign this Lease and is obliged to provide adequate assurance to Landlord that (a) a default shall be cured, (b) Landlord shall be compensated for its damages arising from any breach of this Lease and (c) future performance of Tenant's obligations under this Lease shall occur, then such adequate assurances shall include any or all of the following, as designated by Landlord in its sole and absolute discretion: 32.1 Those acts specified in the Bankruptcy Code or other Applicable Laws as included within the meaning of "adequate assurance," even if this Lease does not concern a shopping center or other facility described in such Applicable Laws; 32.2 A prompt cash payment to compensate Landlord for any monetary defaults or actual damages arising directly from a breach of this Lease; 32.3 A cash deposit in an amount at least equal to the then-current amount of the Security Deposit; or 32.4 The assumption or assignment of all of Tenant's interest and obligations under this Lease. (4523)

2.10.2 Insolvency

2.10.2.1 Definition of Insolvency

Insolvency refers to a financial state where an individual or business can't pay debts as they fall due, with liabilities exceeding assets. It can lead to bankruptcy proceedings. (4524)

Historically in English law, "bankrupt" referred to traders who couldn't pay debts, while "insolvent" applied broadly to anyone unable to pay debts. In US law, this distinction blurred. (4525)

2.10.2.2 Sample of Insolvency

In the event that either party becomes insolvent, files for bankruptcy, or is otherwise unable to meet its financial obligations under this Agreement, the non-insolvent party has the right to terminate the Agreement immediately upon written notice. The insolvent party will remain liable for any outstanding payments or obligations incurred prior to insolvency. (4526)

2.10.3 Poor

In law, "poor" refers to individuals who are destitute, lack means of support, and are likely to be a public charge, relying on charity or public maintenance. It's often used interchangeably with "indigent persons" and "paupers". (4527)

2.10.4 Ambiguity Between Bankruptcy and Insolvency:

Insolvency describes a consumer's financial state when his or her debts add up to more than the person's assets. Bankruptcy, on the other hand, is a legal process that is often used to resolve a consumer's poor financial state. A debtor can only be considered in bankruptcy once that person

(في حال قيام مدين أو أمين أو مدين تحت الحراسة بموجب قانون الإفلاس، أو أي شخص آخر يتمتع بحقوق وواجبات وصلاحيات مماثلة بموجب أي قوانين أخرى سارية، باقتراح معالجة أي تقصير بموجب هذا العقد أو تولي (4523) هذا العقد أو التنازل عنه، وكان ملزماً بتقديم ضمانات كافية للمؤجر بأن (أ) سيتم معالجة التقصير، (ب) سيتم تعويض المؤجر عن الأضرار الناجمة عن أي إخلال بهذا العقد، (ج) سيتم الوفاء بالتزامات المستأجر بموجب هذا العقد مستقبلاً، فإن هذه الضمانات الكافية تشمل أيًا مما يلي أو جميعها، وفقاً لما يحدده المؤجر وفقاً لتقديره المطلق: 32.1 الإجراءات المحددة في قانون الإفلاس أو القوانين الأخرى السارية والتي تندرج ضمن معنى "الضمان الكافي"، حتى لو لم يكن هذا العقد متعلقاً بمركز تسوق أو أي منشأة أخرى موصوفة في تلك القوانين السارية؛ 32.2 دفع نقدي فوري لتعويض المؤجر عن أي تقصيرات مالية أو أضرار فعلية ناجمة مباشرة عن إخلال بهذا العقد؛ 32.3 إيداع نقدي بمبلغ لا يقل عن المبلغ الحالي للأمين؛ أو 32.4 تحمل أو التنازل عن جميع حقوق والتزامات المستأجر بموجب هذا العقد.

JUSTIA Business Contracts, Bankruptcy Contract Clauses, available at : <https://contracts.justia.com/contract-clauses/bankruptcy/>, visited on 4/3/2026, at 10:58 a.m.

(4524) Dewey v. St. Albans Trust Co., 56 Vt. 475, 48 Am.Rep. 803; Toof v. Martin, 13 Wall. 47, 20 L.Ed. 481; Frank v. Stearns, 111 Neb. 101, 195 N.W. 949, 951.

(4525) Sturges v. Crowninshield, 4 Wheat. 194, 4 L.Ed. 529; Vanuxen v. Hazlehursts, 4 N.J.Law, 192, 7 Am.Dec. 582; Adams v. Storey, 1 Paine, 79, 1 Fed.Cas. 142; Kunzler v. Kohaus, 5 Hill (N.Y.) 317.

(4526) (حال عجز أي من الطرفين عن سداد التزاماته المالية بموجب هذا الاتفاق، أو تقديمه طلباً للإفلاس، أو عدم قدرته على الوفاء بها لأي سبب آخر، يحق للطرف غير المتعثر إنهاء الاتفاق فوراً بإشعار كتابي. ويبيق الطرف (4526) المتعثر مسؤولاً عن أي مدفوعات أو التزامات مستحقة قبل تاريخ تعثره.

Cobrief, Insolvency clause: Copy, customize, and use instantly, available at : <https://www.cobrief.app/resources/contract-clause-library/insolvency-clause-copy-customize-and-use-instantly>, visited on 4/3/2026, at 11:4 a.m.

(4527) State v. Osawkee Tp., 14 Kan. 421, 19 Am.Rep. 99; In re Hoffens Estate, 70 Wis. 522, 36 N.W. 407; Polk County v. Owen, 187 Iowa 220, 174 N.W. 99, 107.

Henry Campbell Black, M.A., Black Law Dictionary, Revised Fourth

Edition, West Publishing Co., 1968, U.S.A., p.1322.

has filed a petition with the bankruptcy court, it has been accepted, and it is given a case number. Proving insolvency to the court is a part of the bankruptcy proceedings. When a person or company is in bankruptcy, it means that the courts are helping to straighten out how the insolvent debtor will handle unpaid debts, including which creditors (if any) will receive payment and which ones will not. Bankruptcy is just one of the tools that can be used to remedy insolvency. For instance, a company may restructure its pay scale among higher-paid employees, reduce staff, or find other ways to cut expenses and costs. These tactics may allow the company to get out of insolvency without filing for bankruptcy. An individual may also be able to get out of insolvency without entering into bankruptcy by working more hours, taking on an additional source of income, or scaling back costs to put more towards payments on what the person owes. (4528)

2.11 Ambiguity of 'Responsible' and Related Terminologies

2.11.1 Responsible

2.11.1.1 Definition of Responsible: means being liable, accountable, or answerable for something. It implies having the ability to pay debts or discharge obligations. (4529)

"Responsibility" can be a bit tricky. In law, it often means liability to be accountable or pay, whereas non-lawyers use it more in moral senses. In criminal contexts, it refers to guilt or mental fitness to stand trial. (4530)

2.11.1.2 Sample of Responsibility. For each approved Project, the Contractor shall be responsible for all Work assigned under the Work Order. Multiple Work Orders may be issued during the term of this Contract, all of which will be in writing and signed by the Parties. Each Work Order will include a scope of Services; a list of tasks required; a time schedule; a list of Deliverables, if any; a detailed Project budget; and any other information or special conditions as may be necessary for the Work assigned. (4531)

2.11.2 Liable

2.11.2.1 Liable

"Liable" means being legally bound or responsible for something, implying an obligation to compensate or make restitution.

- "The company is liable for damages caused by the accident." (responsible for compensation)
- "He is liable for the debt his company incurred." (legally bound to pay)

In contracts, "liable" often implies responsibility or obligation:

- "The vendor shall be liable for any defects in the property." (4532)

"Liable" can mean responsible or subject to liability. Usage differs:

- AmE: typically civil contexts
- BrE: used in both civil and criminal contexts

Examples:

- Civil (AmE/BrE): "The company is liable for damages."

(4528) Taylor L. Randolph, What Is the Difference Between Bankruptcy and Insolvency?, available at:

<https://randolphlawfirm.com/blog/what-is-the-difference-between-bankruptcy-and-insolvency/>, visited on 29/1/2026, at 6:49 p.m.

(4529) The Mary F. Barrett, C.C.A.Pa., 279 F. 329, 334; Middendorf, Williams Co. v. Alexander Milburn Co., 113 A. 348, 354, 137 Md. 583; Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.1476.

(4530) Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.764.

(4531) في كل مشروع مُعتمد، يكون المقاول مسؤولاً عن جميع الأعمال المُسندة إليه بموجب أمر العمل. يجوز إصدار عدة أوامر عمل خلال مدة هذا العقد، على أن تكون جميعها مكتوبة وموقعة من الطرفين. يتضمن كل أمر عمل نطاق الخدمات، وقائمة بالمهام المطلوبة، وجدولاً زمنياً، وقائمة بالمخرجات (إن وجدت)، وميزانية تفصيلية للمشروع، وأي معلومات أو شروط خاصة أخرى قد تكون ضرورية لإنجاز العمل المُسند.

Law Insider, AI – Powered Contract, Responsibility Clause Samples, available at: <https://www.lawinsider.com/clause/responsibility>, visited at 4/3/2026, at 11:24 a.m.

(4532) Homan v. Employers Reinsurance Corporation, 345 Mo. 650, 136 S.W.2d 289, 298, 127 A.L.R. 163; State v. Albert, 125 Me. 325, 133 A. 693, 694.

Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.1060.

- Criminal (BrE): "He was liable as a principal for the crime."⁽⁴⁵³³⁾

"Liable" means responsible or obligated for something, like damages, debts, or actions. It implies a legal responsibility that, if unmet, can lead to lawsuits or penalties. ⁽⁴⁵³⁴⁾

2.11.2.2 Sample of Liability :

Consultant's Limitation of Liability. Except for Consultant's confidentiality and indemnity obligations, respectively, and except for actions or claims arising from gross negligence or intentional or willful misconduct, Consultant's total liability to Company shall not exceed the greater of (i) the total Consultant compensation value or (ii) the amount of recoverable insurance, regardless of whether any action or claim is based upon contract, warranty, tort (including negligence) or strict liability. ⁽⁴⁵³⁵⁾

2.11.2.3 Ambiguity between responsibility and liability

In some languages, responsibility and liability can easily be confused. Responsibility is an obligation to do or not to do something. Liability is the legal responsibility.

Responsibility: An obligation to do or not to do some act. It is primarily based on action rather than the consequences of one's failure

Liability: Liability is the legal responsibility. Liability is based on responsibility. No one can be held liable without being responsible therefore. ⁽⁴⁵³⁶⁾

2.12 Liquidate and Winding up

2.12.1 Liquidate

2.12.1.1 Definition of Liquidate

"Liquidate" means to sell a business's assets to pay debts and distribute remaining funds to shareholders or investors. ⁽⁴⁵³⁷⁾ When a business is dissolved to pay its debts. ⁽⁴⁵³⁸⁾

"Liquidated damages" refers to a pre-agreed, fixed compensation amount for breach of contract, estimating potential losses. ⁽⁴⁵³⁹⁾

"Liquidated damages" is a pre-agreed compensation amount for breach of contract, often a fixed sum or based on a formula. Courts usually uphold it unless deemed "unconscionable".

- Example: A contract states that if a buyer backs out, they'll pay 10% of the contract price as liquidated damages.

- Key points:

- Agreed upon in advance
- Often a fixed sum or formula-based
- Courts enforce unless "unconscionable" (unfairly high)
- Used to estimate potential losses. ⁽⁴⁵⁴⁰⁾

2.12.1.2 Sample of Liquidation Clause:

⁽⁴⁵³³⁾ Brayan A. Garner, A Dictionary of Modern Legal Usage, Second Edition, Sausalito Public Library, Oxford, New York, U.S.A., p.527.

⁽⁴⁵³⁴⁾ Gerald N. Hill, The people's Law Dictionary, Kathleen Thompson Hill & Kathleen Thompson Hill, Mjif, New York, U.S.A. 2002, p.249.

⁽⁴⁵³⁵⁾ تحديد مسؤولية المستشار باستثناء التزامات المستشار المتعلقة بالسرية والتعويض، على التوالي، وباستثناء الدعاوى أو المطالبات الناشئة عن الإهمال الجسيم أو سوء السلوك المتعمد أو المقصود، فإن إجمالي مسؤولية المستشار تجاه الشركة لا تتجاوز الأكبر من (أ) إجمالي قيمة تعويض المستشار أو (ب) مبلغ التأمين القابل للاسترداد، بغض النظر عما إذا كانت أي دعوى أو مطالبة تستند إلى عقد أو ضمان أو ضرر (بما في ذلك الإهمال) أو مسؤولية مطلقة.

⁽¹⁸⁵⁾ Greg Siskinds, netdocuments, available at :

<https://afterpattern.com/clauses/limitation-of-liability>, visited on 4/3/2026, at 11:32 a.m.

⁽⁴⁵³⁶⁾ ANGLOFON STUDIO, Difference between responsibility and liability, available at : <https://egytemi.anglofon.hu/blog/difference-between-responsibility-and-liability/>, VISITED ON 29/1/2026, AT 7:9 p.m.

⁽⁴⁵³⁷⁾ Gerald N. Hill, The people's Law Dictionary, Kathleen Thompson Hill & Kathleen Thompson Hill, Mjif, New York, U.S.A. 2002, p.254.

⁽⁴⁵³⁸⁾ Olga Asheychik, Contract terminology: Key contract terms, Pd Panda Doc Blog, available at :

<https://www.pandadoc.com/blog/contract-terminology/>

⁽⁴⁵³⁹⁾ Olga Asheychik, Contract terminology: Key contract terms, Pd Panda Doc Blog, available at :

<https://www.pandadoc.com/blog/contract-terminology/>

⁽⁴⁵⁴⁰⁾ Gerald N. Hill, The people's Law Dictionary, Op. cit., p.254.

Upon dissolution pursuant to Section 8, the Company's business and assets shall be liquidated in an orderly manner. The Managing Member or its designee shall be the liquidator to wind up the affairs of the Company. In performing their duties, the liquidators are authorized to sell, distribute, exchange or otherwise dispose of Company assets in accordance with the Act in any manner that the liquidators shall determine. (4541)

2.12.2 Winding up

2.12.2.1 Definition of Winding up:

Winding up means liquidating a company's assets, paying debts, and distributing remaining funds to members (4542).

"Winding up" involves liquidating assets, settling debts, and distributing remaining funds to shareholders/partners before dissolving the business.

Winding up is the process of: Liquidating assets, settling debts, distributing remaining funds, and dissolving the business. (4543)

2.12.2.2 Sample of Winding up Clause: "In the event of dissolution or termination of the Partnership, the Partners agree to initiate the winding-up process immediately. The Partners shall appoint a liquidator to handle the settlement of debts, liquidation of assets, and distribution of any remaining funds in accordance with the respective interests of each Partner. Upon completion of the winding-up process, the Partnership shall be considered legally dissolved." (4544)

2.12.2.3 Ambiguity Between Winding up and Liquidation:

Winding up involves ending all business affairs and includes the closure of the company (including liquidation or dissolution). (4545)

Liquidation is specifically about selling off company assets in order to pay creditors and then closing the company. (4546)

2.13 Ambiguity of 'Obligation' and Duty-Related Concepts

2.13.1 Obligation

2.13.1.1 Definition of Obligation: A generic word, derived from the Latin substantive "obligatio," having many, wide, and varied meanings, according to the context in which it is used.

(4547) Something that must be done by parties to a contract. (4548)

2.13.1.2 Sample of clause of Obligation:

عند الحل وفقاً لأحكام المادة (8)، تُصَفَّى أعمال الشركة وأصولها بطريقة منظمة. ويُعيَّن العضو المدير أو من يفوضه مصقياً يتولى إنهاء أعمال الشركة وتسوية شؤونها. وفي إطار أدائهم لمهامهم، يكون: (4541) نموذج لبند التصفية للمصقّين صلاحية بيع أصول الشركة أو توزيعها أو مبادلتها أو التصرف فيها بأي وسيلة أخرى، وذلك وفقاً لأحكام القانون، وبالطريقة التي يرونها مناسبة.

Law Insider AL – Powered Contract , Liquidation Clause Samples, available at <https://www.lawinsider.com/clause/liquidation>, visited on 29/1/2026, at 10:3 p.m.

(4542) Plain English Campaign: The A to Z guide to legal phrases <https://www.plainenglish.co.uk/files/legalguide.pdf>, p.81.

(4543) Gerald N. Hill, The people's Law Dictionary, Op. cit., p.431.

(4544) نموذج لبند إنهاء الأعمال (التصفية النهائية) في حال حل الشراكة أو إنهائها، يتفق الشركاء على الشروع فوراً في إجراءات إنهاء الأعمال. ويقوم الشركاء بتعيين مصقّ يتولى تسوية الديون، وتصفية الأصول، وتوزيع أي أموال متبقية وفقاً للحصص أو المصالح الخاصة بكل شريك. وعند استكمال إجراءات إنهاء الأعمال، تُعدّ الشراكة منحلة قانوناً.

Cobrief, Winding up: Overview, definition, and example, Legal glossary

<https://www.cobrief.app/resources/legal-glossary/winding-up-overview-definition-and-exampl/>, visited on 29/1/2026, at 10:25p.m.

(4545) Ben Westby, What is the Difference Between Winding Up and Liquidating a Company?, Forbesburton, available at :

<https://www.forbesburton.com/insights/139-what-is-the-difference-between-winding-up-and-liquidating-a-company>, visited at on 29/1/2026, at 9:51 p.m.

(4546) Ben Westby, What is the Difference Between Winding Up and Liquidating a Company?, Forbesburton, available at :

<https://www.forbesburton.com/insights/139-what-is-the-difference-between-winding-up-and-liquidating-a-company>, visited at on 29/1/2026, at 9:51 p.m.

(4547) Enyeart v. City of Lincoln, 136 Neb. 146, 285 N.W. 314, 318.

Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., 1674, p.1223.

(4548) Olga Asheyshik, Contract terminology: Key contract terms, Pd Panda Doc Blog, available at :

<https://www.pandadoc.com/blog/contract-terminology/>

The Company typically satisfies its performance obligations for equipment sales when equipment is made available for shipment to the customer. The Company typically satisfies its performance obligations for services sales as services are rendered to the customer. We enter contracts that can include various combinations of equipment and services, which are generally capable of being distinct and accounted for as separate performance obligations⁽⁴⁵⁴⁹⁾.

2.13.2 Undertake

2.13.2.1 Undertake, a word having both popular and legal senses, may mean (1) "to take upon oneself, try earnestly"; (2) "to bind oneself contractually, to promise"; or (3) "to become surety or security, to make oneself answer or responsible for a person, fact, or the like". ⁽⁴⁵⁵⁰⁾

Undertaking: A legally enforceable promise (in legal contexts) .

-e.g., "The lawyer gave an undertaking to submit documents". ⁽⁴⁵⁵¹⁾

Undertaking. (1) A promise to do or not to do a specified act. In the English legal system, an undertaking given by a solicitor to the court or to another solicitor is binding, and failure to fulfill it may result in professional disciplinary action being taken. **(2)** A business. ⁽⁴⁵⁵²⁾

2.13.2.2 Sample of clause of Undertaking.:

Participant hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either Participant or the Award pursuant to the express provisions of this Agreement. ⁽⁴⁵⁵³⁾

2.13.3 Abide by

2.13.3.1 Definition of Abide by: means to accept a decision, a law or an agreement and obey it. For example, 'the parties must abide by the terms of the agreement'. ⁽⁴⁵⁵⁴⁾

ABIDE. To accept the consequences of; to rest satisfied with; to wait for.

With reference to an order, judgment, or decree of a court, to perform, to execute. ⁽⁴⁵⁵⁵⁾

2.13.3.2 Sample of clause of Abide by:

ABIDE BY LAWS. To abide by and comply with at its own expense all laws, rules, and regulations of every authority which in any manner relates to or affects the business or profession of the Tenant or the use of the Premises by the Tenant and to save harmless the City from all costs, charges or damages to which the City may be put or suffer by reason of any breach by the Tenant of any such law, rule or regulation. ⁽⁴⁵⁵⁶⁾

2.13.4 Adhere to

⁽⁴⁵⁴⁹⁾ تُوفي الشركة عادةً بالتزاماتها التعاقدية المتعلقة بمبيعات المعدات عند توفير المعدات للشحن إلى العميل. كما تُوفي الشركة عادةً بالتزاماتها التعاقدية المتعلقة بمبيعات الخدمات عند تقديم الخدمات للعميل. ونبرم عقوداً قد تشمل توليفات متنوعة من المعدات والخدمات، والتي يمكن عمومًا فصلها ومحاسبتها كالتزامات تعاقدية مستقلة.

Spellbook, Performance Obligations Clause Examples, available at:

<https://www.spellbook.legal/clauses/performance-obligations>, visited on 27/1/2026, at 6:30pm.

⁽⁴⁵⁵⁰⁾ Brayan A. Garner, A Dictionary of Modern Legal Usage, Op. cit., p.898.

⁽⁴⁵⁵¹⁾ Plain English Campaign: The A to Z guide to legal phrases <https://www.plainenglish.co.uk/files/legalguide.pdf>, p.78.

⁽⁴⁵⁵²⁾ RUPERT HAIGH, Legal English, Routledge Cavendish, Second Edition, London and New York, 2009, p.323.

⁽⁴⁵⁵³⁾ يوافق المشاركون بموجب هذا على اتخاذ أي إجراء إضافي وتنفيذ أي مستندات إضافية قد تراها الشركة ضرورية أو مستحسنة من أجل تنفيذ أو تفعيل واحد أو أكثر من الالتزامات أو القيود المفروضة على المشاركين أو الجائزة وفقًا للأحكام الصريحة لهذه الاتفاقية.

Law Insider, AI – Powered Contract, [Undertaking](#) Sample Clauses, available at

<https://www.lawinsider.com/clause/undertaking>, visited on 27/1/2026, at 6:36 p.m.

⁽⁴⁵⁵⁴⁾ RUPERT HAIGH, Legal English, Routledge Cavendish, Op. cit, p.283.

⁽⁴⁵⁵⁵⁾ Jackson v. State, 30 Kan. 88, 1 P. 317. Henry Campbell Black, M.A., Black Law Dictionary, Op. cit, p.18.

⁽⁴⁵⁵⁶⁾ الالتزام بالقوانين. الالتزام والامتثال على نفقته الخاصة لجميع القوانين والقواعد واللوائح الصادرة عن كل سلطة والتي تتعلق بأي شكل من الأشكال بأعمال أو مهنة المستأجر أو استخدامه للمباني، وحماية المدينة من جميع التكاليف أو الرسوم أو الأضرار التي قد تكبدها المدينة بسبب أي إخلال من جانب المستأجر بأي من هذه القوانين أو القواعد أو اللوائح.

Law Insider, AI – Powered Contract, [ABIDE BY LAWS](#) Clause Samples, available at: <https://www.lawinsider.com/clause/abide-by-laws>, visited on 27/1/2026, at 7:16 p.m.

2.13.4. Definition of Adhere to means to act in the way that a particular law, rule, agreement or set of instructions says that you should. For example, 'the parties have adhered strictly to the terms of the agreement'. (4557)

2.13.4.2 Sample of clause of adhere to:

Each company should adhere to the accounting standards of the country that they operate in (4558).

2.13.5 Comply with

2.13.5.1 Comply. To yield, to accommodate, or to adapt oneself to, to act in accordance with. (4559)

2.13.5.2 Sample of clause of Comply with:

"Compliance with Law: The issuance and transfer of the Shares will be subject to, and conditioned upon compliance by the Company and the Purchaser with, all applicable federal, state and local laws and regulations and all applicable requirements of any stock exchange or automated quotation system on which the Shares may be listed or quoted at the time of such issuance or transfer". (4560)

2.13.6 Entitle to

2.13.6.1 Definition Entitle to

Means to give a right to have or do something. For example; the parties are entitled to assign the benefit of the agreement on giving notice in writing. (4561)

2.13.6.2 Sample of clause of

"The Employee is entitled to receive [.....] benefits, including but not limited to paid vacation days, health insurance, and retirement contributions, as specified in the Company's benefits policy. The Employee's entitlement to these benefits is subject to meeting the eligibility criteria as outlined in the Company's policies and applicable law (4562)".

2.13.7 Engage in

2.13.7.1 Definition of Engage in:

Engage in means to be involved in something, to take part in something or to be busy doing something. For example, 'this company is engaged in the manufacture of steel tubes'. e.g., "The firm engages in international trade". (4563)

2.13.7.2 Sample of clause of Engage:

Engage in Business. For purposes of this Section 1.3, the term "engage in business" shall include, without limitation, maintenance of business assets and properties, and dealings with actual or potential customers, licensees, suppliers, vendors, partners, channel affiliates or co-marketers, the principal business function of which is the Business. (4564)

(4557) RUPERT HAIGH, Legal English, Op. cit, p.283.

(4558) مثال على بند الالتزام بـ: يجب على كل شركة الالتزام بالمعايير المحاسبية للدولة التي تعمل فيها.

English accounting, Adhere to— definition, example and pronunciation in USA and UK English, available at :

<https://www.english4accounting.com/dictionary/adhere-to>, visited on 27/1/2026, at 6:43 P.M.

(4559) Dragwa v. Federal Labor Union No. 23070, 41 A.2d 32, 36, 136 N.J.Eq. 172.

Henry Campbell Black, M.A., Black Law Dictionary, Op. cit., p.357.

(4560) الامتثال للقانون: يخضع إصدار ونقل الأسهم لامتثال الشركة والمشتري لجميع القوانين واللوائح الفيدرالية والولائية والمحلية المعمول بها، وجميع المتطلبات المعمول بها لأي بورصة أو نظام اقتباس آلي قد يتم إدراج الأسهم "أو اقتباسها فيه وقت الإصدار أو النقل، ويشترط ذلك

George Siskind, Compliance with law clause samples, net document, available at : <https://afterpattern.com/clauses/compliance-with-law>, visited on 27/1/2026, at 6:48 p.m.

(4561) RUPERT HAIGH, Legal English, Routledge Cavendish, Second Edition, London and New York, 2009, p.285.

(4562) يحق للموظف الحصول على مزايا، تشمل على سبيل المثال لا الحصر أيام الإجازة المدفوعة الأجر، والتأمين الصحي، ومساهمات التقاعد، وفقاً لما هو منصوص عليه في سياسة مزايا الشركة. ويخضع استحقاق الموظف لهذه المزايا لاستيفاء معايير الأهلية الموضحة في سياسات الشركة والقانون المعمول به

Cobrief, Entitlement: Overview, definition, and example, available at:

<https://www.cobrief.app/resources/legal-glossary/entitlement-overview-definition-and-example/>, visited on 27/1/2026, at 6:55 p.m.

(4563) RUPERT HAIGH, Legal English, Op. cit, p.285.

(4564) ممارسة الأعمال التجارية. لأغراض هذا القسم 1.3، يشمل مصطلح "ممارسة الأعمال التجارية"، على سبيل المثال لا الحصر، صيانة أصول وممتلكات الأعمال التجارية، والتعامل مع العملاء الفعليين أو المحتملين، والمرخص لهم، والموردين، والبايعين، والشركاء، والشركات التابعة للقنوات أو المسوقين المشتركين، الذين تتمثل وظيفتهم التجارية الرئيسية في ممارسة الأعمال التجارية

2.13.8 Accede to

2.14.8.1 Definition of Accede to means to agree to or allow something that someone has asked for, after you have opposed it for a while. For example, 'the company eventually acceded to repeated requests for a price reduction'. (4565)

2.13.8.2 Sample of clause of Accede:

AGREEMENT TO ACCEDE. The Successor Company hereby agrees that on and from the Effective Date it will accede (the "Accession") to the Indenture, as issuer, on the terms and conditions set forth in this Supplemental Indenture and the Indenture. In particular connection with such succession, the Successor Company agrees that on and from the Effective Date (a) be bound by all of the covenants, stipulations, promises and agreements set forth in the Indenture and (b) to perform in accordance with its terms all of the obligations which by the terms of the Indenture and the Notes that are required to be performed by UPC Germany, the "Issuer" and/or the "Company". (4566)

Main Results of the Study

- 1. Terminology of Law** is a broad normative system encompassing constitution, legislation, statutes, regulations, and judicial principles; whereas terms like act, statute, code, and enactment represent specific forms or sources within that system.
- The terms such as: Letter of Intent, Memorandum, Accord, Covenant, Charter, and Agreement differ in legal force, intention, and enforceability, yet are frequently conflated in drafting and translation.
- The study demonstrates that "between" denotes distinct or one-to-one relationships (even among multiple parties), while "among" conveys a collective or undifferentiated relationship—yet this nuance is often ignored in drafting and translation.
- The study shows that "trade" traditionally refers to the act of buying and selling goods, while "commerce" encompasses broader economic intercourse, including distribution and cross-border exchange; however, modern usage often conflates them.
- The study clarifies that while "amendment," "modification," "alteration," "change," and "addendum" are often used interchangeably, they have distinct scopes and legal implications.
- Terminology of Insolvency is a financial condition where liabilities exceed assets. Bankruptcy is the legal process to resolve insolvency, involving courts, asset distribution, and formal relief. Not all insolvent parties enter bankruptcy; bankruptcy is a remedy.
- Terminologies like *obligation*, *undertaking*, *abide by*, *comply with*, *entitle to*, *engage in*, and *accede to* have overlapping legal and lay meanings, creating ambiguity in bilingual contracts. Misinterpretation of these duty-related terms can affect contract enforcement, rights, and obligations, increasing legal risk in cross-linguistic agreements.

Main Recommendations of the Study

Law Insider, AI – Powered Contract, Engage in Business Clause Samples, available at: <https://www.lawinsider.com/clause/engage-in-business>, visited on 27/1/2026, at 7:3 p.m.

(4565) RUPERT HAIGH, Legal English, Op. cit, p.283.

(4566) اتفاقية التنازل. توافق الشركة الخلف بموجب هذه الاتفاقية على التنازل، اعتباراً من تاريخ النفاذ، عن حقوقها في عقد السندات بصفتها جهة إصدار، وذلك وفقاً للشروط والأحكام المنصوص عليها في هذا الملحق الخاص بعقد السندات وعقد السندات الأصلي. وبالتحديد فيما يتعلق بهذا التنازل، توافق الشركة الخلف على الالتزام، اعتباراً من تاريخ النفاذ، بما يلي: (أ) الالتزام بجميع العهود والشروط والوعود والاتفاقيات المنصوص عليها في عقد السندات، و(ب) الوفاء، وفقاً لشروطها، بجميع الالتزامات التي يُلزم بها، بموجب شروط عقد السندات والسندات، شركة UPC Germany، "جهة الإصدار" و/أو "الشركة".

Law Insider, AI – Powered, Agreement to accede Clause Samples, available at: <https://www.lawinsider.com/clause/agreement-to-accede>, visited on 27/1/2026, at 7:10 p.m.

1. Drafters and Translators must distinguish between constitutional law, statutory law, delegated legislation, and internal bylaws, selecting Arabic equivalents that reflect source, authority, and rank within the legal system.
2. Drafters and Translators must identify whether the instrument creates binding obligations, transfers title, records negotiations, or merely expresses intent, and select terminology accordingly.
3. Drafters and Translators should determine whether the document supplements, details, modifies, or independently attaches to the contract before selecting the appropriate term in English or Arabic.
4. Contracts should clearly state whether each appendix, annex, schedule, rider, or addendum forms an integral part of the agreement and specify its legal status to prevent interpretative disputes.
5. Using term "between" when defining reciprocal or pair wise obligations, and term "among" when referring to collective relationships, ensuring that the preposition reflects the contractual structure.
6. Contracts and statutes should clarify whether the reference is limited to the sale of goods (trade) or includes broader commercial activities such as transport, banking, and distribution (commerce).
7. Contracts should explicitly define whether a clause refers to an amendment, modification, alteration, change order, or addendum, including scope, procedure, and approval requirements, to avoid ambiguity in enforcement or interpretation.