

Bilingual Contract Consistency Report

Client	[Client name]
Matter	[Matter reference]
Instrument	Supply Agreement, Northgate Components Limited – Vierstern Maschinenbau GmbH
Status	Invented. Both parties and every clause were written for this specimen. No client document appears here.
Documents compared	EN · Supply_Agreement_EXECUTION.docx · 21 clauses, 3 schedules DE · Liefervertrag_UNTERSCHRIFT.docx · 21 Klauseln, 3 Anlagen
Report date	[date]
Prepared by	C.Translations UG (haftungsbeschränkt), Berlin
Reference	FNP-[nnnn]

What this report is

A documented comparison of two language versions of the same instrument. It records where the texts diverge: omissions, additions, terminology shifts, differences in the strength of an obligation, differences in the scope of a provision, and discrepancies in figures, dates and cross-references.

Each finding states what each version says. Where a divergence turns on a German term of art, the finding states what that term denotes in general German usage and gives the statutory reference. Nothing further is asserted.

What this report is not

This report finds divergences; it does not assess them in law. Flagged findings belong to a lawyer qualified in the jurisdiction concerned.

Method

Checked: clause-by-clause alignment in both directions, so that omissions and additions surface on either side; defined terms, for consistent rendering throughout; figures, periods, dates, sums and percentages; party names and addresses; cross-references between clauses and to the schedules; Schedules 1 to 3.

Not checked: the commercial terms themselves; documents referred to but not supplied (Schedule 4, Quality Manual); prior drafts and the negotiation record; whether the instrument achieves what the parties intend.

Summary

Thirteen findings across 21 clauses. One contradiction, six terminology findings, one omission, one discrepancy in figures, one addition, one scope finding, one modality finding, one genre finding. Ten are flagged for legal assessment; one of those is a direct contradiction between the two texts and is flagged as required rather than recommended.

ID	Location	Type	Status
F-01	Clause 21.2	Contradiction	Legal assessment required
F-02	Clause 20.1	Terminology	Wording point
F-03	Clause 8.1	Terminology	Legal assessment recommended
F-04	Clause 15.1	Terminology	Legal assessment recommended
F-05	Clause 12.3	Terminology	Legal assessment recommended
F-06	Clause 4.2	Terminology	Legal assessment recommended
F-07	Clause 9.4	Omission	Legal assessment recommended
F-08	Clause 2.3	Figures	Legal assessment recommended
F-09	Clause 11.2	Terminology	Legal assessment recommended
F-10	Clause 3.1	Addition	Legal assessment recommended
F-11	Clause 19.1	Scope	Legal assessment recommended
F-12	Clause 5.2	Modality	Wording point
F-13	Recitals	Genre	Wording point

Findings

F-01 · Clause 21.2 · Contradiction

LEGAL ASSESSMENT REQUIRED

EN	<i>In the event of any conflict between the English and the German version, the English version shall prevail.</i>
DE	<i>Im Falle von Widersprüchen zwischen der englischen und der deutschen Fassung ist die deutsche Fassung maßgeblich.</i>

Each version nominates itself as the governing text. The two clauses cannot both operate as drafted. This finding rests on the wording alone. Which version governs, and what follows from that for the twelve findings below, is a question of law.

F-02 · Clause 20.1 · Terminology

WORDING POINT

EN	<i>The provisions of this Agreement shall bind the parties' successors and permitted assigns.</i>
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DE	<i>Die Provisionen dieses Vertrages binden die Rechtsnachfolger und zugelassenen Zessionare der Parteien.</i>
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The identical twin caught the translator. Provision in German is a commission, the sales agent's pay, § 87 HGB. The clause word is Bestimmung. As written, the German says the commissions under this contract bind the parties' successors, which is not a sentence anyone intended. No legal question arises. It is repaired in the drafting, and until it is, any German reader knows in one line that the text was never checked.

F-03 · Clause 8.1 · Terminology
LEGAL ASSESSMENT RECOMMENDED

EN	<i>The Supplier warrants that the Goods will conform to the Specification for twenty-four (24) months from delivery.</i>
DE	<i>Der Lieferant garantiert, dass die Ware für vierundzwanzig (24) Monate ab Lieferung der Spezifikation entspricht.</i>

German holds two institutions apart where the English has one word. Gewährleistung is the statutory liability for defects. Garantie is a promise assumed on top of it, § 443 BGB. The German version selects the second. The English warrants does not itself select between them.

F-04 · Clause 15.1 · Terminology
LEGAL ASSESSMENT RECOMMENDED

EN	<i>Either party may terminate this Agreement on thirty (30) days' written notice.</i>
DE	<i>Jede Partei kann von diesem Vertrag mit einer Frist von dreißig (30) Tagen schriftlich zurücktreten.</i>

One English exit, three German doors. Kündigung ends a continuing contract for the future. Rücktritt unwinds the exchange back to the start. Aufhebung ends it by agreement. The English terminate selects none of them. The German version selects Rücktritt, and the door chosen decides what happens to everything already delivered and paid for.

F-05 · Clause 12.3 · Terminology
LEGAL ASSESSMENT RECOMMENDED

EN	<i>...the Supplier shall pay liquidated damages of 0.5 per cent of the Price for each week of delay, up to a maximum of 5 per cent.</i>
DE	<i>...zahlt der Lieferant eine Vertragsstrafe in Höhe von 0,5 % des Preises je Woche des Verzugs, höchstens jedoch 5 %.</i>

The English line between the enforceable pre-estimate and the void penalty has no German counterpart. Vertragsstrafe covers the clause that exerts pressure on performance, §§ 339 ff. BGB, and § 348 HGB shuts the court's power to scale it down between merchants. Pauschalierter Schadensersatz is the alternative rendering and fixes the expected loss only. The German version selects the first.

F-06 · Clause 4.2 · Terminology
LEGAL ASSESSMENT RECOMMENDED

EN	<i>Interest shall accrue on overdue sums at 4 per cent above base rate and shall compound monthly until payment.</i>
DE	<i>Auf überfällige Beträge fallen Zinsen von 4 % über dem Basiszinssatz an, die monatlich kapitalisiert werden, bis Zahlung erfolgt.</i>

The German follows the English word for word, and that is the finding. Behind the German words sits a wall the English clause never meets: § 248 BGB voids interest on interest agreed in advance, narrow statutory exceptions aside. The rendering is faithful. Whether the clause it renders can stand in German is the question this hands on.

F-07 · Clause 9.4 · Omission
LEGAL ASSESSMENT RECOMMENDED

EN	<i>...save to the extent that such liabilities arise from the Buyer's own negligence or breach of this Agreement.</i>
DE	<i>[no corresponding wording]</i>

The exception in the English text has no counterpart in the German. The German clause states the obligation without the carve-out.

F-08 · Clause 2.3 · Figures
LEGAL ASSESSMENT RECOMMENDED

EN	<i>The Buyer shall notify the Supplier of any shortage within thirty (30) days of delivery.</i>
DE	<i>Der Käufer hat dem Lieferanten Fehlmengen innerhalb von vierzehn (14) Tagen ab Lieferung anzuzeigen.</i>

The two versions state different periods. No linguistic explanation accounts for the difference. It is recorded as a discrepancy in the figures.

F-09 · Clause 11.2 · Terminology
LEGAL ASSESSMENT RECOMMENDED

EN	<i>The Supplier shall indemnify the Buyer against all liabilities arising from any third-party claim.</i>
DE	<i>Der Lieferant entschädigt den Käufer für alle Verbindlichkeiten aus Ansprüchen Dritter.</i>

Freistellung is the claim to be kept clear of a liability before it is paid. Entschädigung moves the trigger from exposure to loss: the buyer is reimbursed after the damage instead of shielded from the claim. Both texts use one verb. They do not describe the same moment.

F-10 · Clause 3.1 · Addition
LEGAL ASSESSMENT RECOMMENDED

EN	<i>The Price is as set out in Schedule 2.</i>
DE	<i>Der Preis ergibt sich aus Anlage 2 nach Maßgabe der jeweils gültigen Preisliste des Lieferanten.</i>

The German carries a reference to the Supplier's current price list which has no counterpart in the English. The addition is not accounted for by the English wording.

F-11 · Clause 19.1 · Scope

LEGAL ASSESSMENT RECOMMENDED

EN	<i>This Agreement constitutes the entire agreement between the parties and supersedes all prior arrangements.</i>
DE	<i>Dieser Vertrag stellt die vollständige Vereinbarung der Parteien dar und ersetzt alle vorherigen Absprachen.</i>

The rendering is the established one. What travels with it is smaller than the English reads: § 305b BGB gives individually agreed terms priority over standard ones, so the clause cannot on its own lock out what the parties negotiated apart from the form. The finding is that the two texts carry the same words and not the same reach.

F-12 · Clause 5.2 · Modality

WORDING POINT

EN	<i>The Supplier shall deliver the Goods to the Delivery Point on the Delivery Date.</i>
DE	<i>Der Lieferant soll die Ware am Liefertermin an den Lieferort liefern.</i>

German contracts state duties in the present tense, der Lieferant liefert, or say ist verpflichtet outright. Soll sits a register below muss; in German legal usage a Soll rule is the rule with built-in exceptions. Every hard English duty in this text comes out one notch weaker. The pattern runs through the German version, not only here.

F-13 · Recitals · Genre

WORDING POINT

EN	<i>WHEREAS the Supplier is engaged in the manufacture of precision components;</i>
DE	<i>WOHINGEGEN der Lieferant in der Herstellung von Präzisionsbauteilen tätig ist;</i>

German contracts open with a Vorbemerkung or a Präambel and do not head their recitals with a conjunction. Wohingegen is a mid-sentence contrast word. The typography has been translated and the genre lost.

This report records divergences between two language versions. It does not assess them in law. Findings flagged for legal assessment are put to the parties' legal advisers in the jurisdictions concerned.

Prepared by [Name], Finepost / C.Translations UG (haftungsbeschränkt)

Date [date]

Contact info@finepost.co.uk · +44 20 3659 8327 · finepost.co.uk